

12/18/24

EMBI Proposal

2024-2026 BI Negotiations

Yellow highlight-changed strike-through

Green highlight-moved language

Purple highlight- notes to District

Red-new language

38. Union keep open

Article ~~IX~~ VIII: Leaves of Absence

Section 3. Funeral Leave

In the event of a funeral or death, two (2) funeral days may be utilized per occurrence. If additional days are needed for the death of an immediate family member, employees may use up to three (3) days of sick leave. Immediate family shall include the following: husband, wife, children and any relative of whom the employee is the legal custodial guardian, sisters, brothers, parents, sister-in-law, brother-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, daughter-in-law, son-in-law, grandchildren, and grandparents. Additional days may be granted at the discretion of the Superintendent.

39.

Article ~~IX~~ VIII: Leaves of Absence

Section 9 6. Worker's Compensation: See the Union's counter below

~~Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury incurred in the service of the School District under the provisions of the Worker's Compensation Act, the School District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual sick leave.~~

Subd. 1. Pursuant to Minn. Stat. Chapter 176, an employee injured on the job in the service of the District and collecting workers' compensation insurance may draw sick leave and receive full salary from the District, the salary to be reduced by an amount equal to the insurance payments, and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

~~Subd. 1a. Up to three (3) days of paid leave, not to be deducted from any accumulated leave allowance, may be used by an employee for any necessary absence due to an assault which causes injury (physical or emotional) in connection with the performance of the employee's regular work duties as approved by a licensed medical provider. Any additional leave required after the~~

~~first three (3) days will be covered under the District's Workers' Compensation policy, according to the State of Minnesota Workers' Compensation laws. If the assault does not qualify under the District's Workers' Compensation Policy, any additional leave will be taken from the employee's sick leave. The District will require a medical certificate from a licensed medical provider for this leave.~~

Subd. 2. Student Related Duty Injury: In the event where the employee suffers injury while providing direct support for students, and that injury warrants the need to seek medical attention, or it is determined by the site administrator that the employee should leave work for a certain amount of time, the site administrator may allow the employee to leave work and be compensated at their regular hourly rate without the need to use Sick Leave. The administrator can determine the number of hours of administrative leave that is appropriate based upon the circumstances of the incident, up to (3) three days. Any leave that extends beyond the (3) three days must be reviewed and approved by the Superintendent.

~~Subd. 2. A deduction shall be made from the employee's sick leave accrual time according to the pro rata portions of days of sick leave which is used to supplement Worker's Compensation.~~

~~Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.~~

~~Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.~~

~~Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act who elects to receive sick leave pursuant to this policy shall submit their Worker's Compensation check, endorsed to the School District, prior to receiving payment from the School District for this absence.~~

40. Union is willing to TA

Article IX: Leaves of Absence

Section 4. Child Care Leave:

Subd. 1. A child care leave may be granted by the School District, subject to the provisions of this section, to one (1) employee/parent of a natural or adopted infant child, provided such employee/parent is caring for the child on a full-time basis.

Subd. 2. An employee making an application for child care leave shall inform the Superintendent or designee in writing of their intention to take the leave at least three (3) calendar months before commencement of the intended leave. The employee shall

include in the application for child care leave the commencement date and the return date of the requested leave.

Subd. 3. If the reason for the child care leave is occasioned by pregnancy, an employee may utilize sick leave pursuant to the sick leave provisions of this Agreement during a period of physical disability. However, an employee shall not be eligible for sick leave during a period of time covered by a child care leave. A pregnant employee will also provide at the time of the leave application, a statement from their physician indicating the expected date of delivery. A statement of adoption will be required for an adoption.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year; i.e., winter vacation, spring vacation, semester break or quarter break, end of the school year, end of a grading period, or similar. The availability of a substitute employee may also be considered by the School District in the granting of a child care leave or the duration thereof.

Subd. 5. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration; and/or
2. Permit the employees to return to their employment prior to the date designated in the request for child care leave.

Subd. 6. Employees returning from child care leave shall be reinstated in a BI position unless previously discharged or placed on an unrequested leave.

Subd. 7. Failure of an employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the School District and the employees mutually agree, in writing, to an extension in the leave.

Subd. 8. The parties agree that the applicable periods of probation are intended to be periods of actual service enabling the School District to have an opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of time for which an employee is on child care leave shall not be counted in determining the completion of the probationary period.

Subd. 9. Employees who return from child care leave within the provisions of this section shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. Employees shall not accrue additional experience credit for pay purposes or leave time during the period of absence for child care leave.

Subd. 10. Employees on child care leave other than FMLA leave, are eligible to participate in School District group insurance programs as provided to them before the commencement of the leave. Employees with a sufficient combination of sick and personal days available throughout the period of the approved child care leave employees will have group insurances paid for by the School District at the rate agreed upon within the Master Agreement throughout the leave period granted. Employees with an insufficient combination of sick and personal days available for the period of the requested child care leave will pay health and dental insurance at their daily rate of the premium for the uncovered child care leave per day. Any amount due will be deducted equally from the remaining paychecks for that year.

Subd. 11. The right to continue participation in such group insurance programs will terminate if the employee does not return to the District pursuant to this section.

Subd. 12. Employees on such leave shall notify the School District in writing no later than February 1st of their intent to return to their duties at the beginning of the next school term. Failure to notify the School District by February 1st will be considered a resignation from their position.

41. Package- Union withdraws 41 and 42 to keep 44

Article ~~IX~~ VIII: Leaves of Absence

Section ~~2~~ 5. Family and Medical Leave ("FMLA") Leave:

~~Subd. 1. Eligible employees who work one thousand (1000) or more hours shall be granted leave and benefits to which they are entitled to under the Family and Medical Leave Act (FMLA). Requests for family leave will be processed according to MN statute and federal law.~~

~~Subd. 2. An employee will have the option to use or retain personal days while out on approved FMLA leave.~~

~~Subd. 3. An employee will have the option to save up to ten (10) sick days that they have accrued for use upon return from an approved FMLA leave.~~

FMLA leave shall be granted pursuant to applicable law.

42. Package- Union withdraws 41 and 42 to keep 44

Section ~~5~~. Professional Leave:

~~Subd. 1. Employees may be allowed to attend trainings of a professional nature. Such attendance must be cleared in advance with their site administrator. Expenses incurred are not necessarily a school responsibility.~~

~~Subd. 2. Employees will receive at least one (1) professional development day prior to the start of school for planning.~~

~~Subd. 3. Employees will receive CPR/First Aid training during their work day or will be paid their hourly rate if the training occurs outside of their work day.~~

~~Subd. 4. The District will pay a stipend of \$500.00 for completion of a three-credit course each year the employees chooses to participate in continuing education. This is a voluntary professional development option for employees.. Courses of less than three semester credits would earn a reduced stipend as follows: two semester credit courses will be eligible for a \$300.00 stipend, a one semester credit course will be eligible for a \$150.00 stipend. Stipends for all other classes would be prorated based on \$500 for three semester credits. Any course offered through a university or technical school that is relevant to an employee's position would qualify. Credits must be pre-approved by the Human Resource department and decisions are not grievable.. Stipends will be paid upon a transcript of course completion with a letter grade of C or higher.~~

43. See the Union's counter below

Article VIII: Leaves of Absence

Section 6. Jury Duty Leave/Subpoena Leave:

~~Subd. 1. A leave of absence for jury duty shall be granted to employees who are summoned to serve in such capacity. Such leave of absence shall not be deducted from the employee's sick leave.~~

~~Subd. 2. Employees serving on jury duty shall be paid their full salary. Compensation received for jury duty shall be remitted to the School District, except that the employee shall retain any mileage, meal, parking and/or room allowance paid by the court.~~

Subd. 3. Employees subpoenaed to provide testimony or information related to their employment, based on their District position(s) to any agency, commission, board, legislative committee, arbitrator, or court shall be provided leave with pay for each day or part thereof on which the employee is required to be absent or compensation at the daily rate of pay if it is a non-work day. This section shall not apply to when an employee brings a claim against the District. The employee shall notify the Superintendent in writing of the date(s) pending absence as soon as possible after receipt of the subpoena, but in no event later than one week prior to the date(s) of absence. The employee shall reimburse the District any remuneration that may be received by the employee up to the amount of per diem salary for each day of leave for providing testimony of information.

An employee who serves on jury duty shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty service shall be remitted to the District. Mileage will be reimbursed for any required travel for jury duty.

44. Package- Union withdraws 41 and 42 to keep 44

Article ~~IX~~ VIII: Leaves of Absence

~~Section 10. Long Term Leave of Absence:~~ (Eighteen months was from our most recent proposal. Our prior proposal had asked for 3 years)

The School District may grant a leave of absence for up to eighteen (18) months to employees upon the recommendation of the Superintendent.. Final decision in granting such leave of absence will rest solely with the School District and is not subject to the Grievance Procedure. All requests for long term leaves of absence should be submitted in writing and shall include the following:

1. Reason for such request.
- 2.. The dates of the leave.

Employees on a leave of absence without pay will not earn a position on the salary schedule or accumulate sick leave and other benefits. If the employee wishes to participate in the group insurance programs, 100% of the premiums will be paid in advance each month by the employee if permitted under the policy provisions.

An employee on a year long leave of absence must signify in writing before February 1st, their intent to return to their duties at the opening of the next school term. Failure to signify such intent will cancel leave of absence and the employee shall forfeit any right or claims to their former position. Failure to notify the School District by February 1st will be considered a resignation from their position.

Upon returning from leave, an employee shall be placed at the same or like position, maintain their seniority and shall be placed on a salary pursuant to the salary schedule and shall maintain the same fringe benefits when the leave commenced unless otherwise determined by the School District.

45. Union keep open

Article ~~IX~~ VIII: Leaves of Absence

Section 11. E-Learning Days:

On E-Learning Days employees must be allowed to work from home to the extent practicable. Employees will work with their site administrator to determine duties on E-Learning Days.

46.

Article ~~IX~~ VIII: Leaves of Absence

Section 12: School Closures: Language in red was in unions most recent proposal, but was omitted from District's counter. Language in purple is based off of current BI Contracts.

Employees will be paid their full wages for scheduled work hours and benefits for full or partial day closures, if the district counts that day as an instructional day for any students in the district. In the event schools are closed due to a snowstorm or other emergency, employees will suffer no loss of pay for the fourth occurrence of the school

year, or if school is called by the Governor but the District has the right to require employees report.

Sick leave may be accessed for any day in which school is closed prior to reporting for work due to inclement weather or other unforeseen emergency that are not counted as instructional days

47.

Article ~~XI~~ **IX: Postings, Seniority and Layoffs** The union proposed the following on 9/16 . Union was open to changing the terminology from Unrequested Leave of Absence (ULA) to *Layoffs* in document dated 11/6.

Section 1. Postings: Open and new employee positions will be posted for a period of five (5) work days. Any current staff member may apply for a transfer during the five (5) work day period, by submitting a letter of interest. Internal applicants will be considered and communicated with before interviews take place. After a formal review of the candidates, a final hiring decision will be made by Administration.

Section 2. Establishment of Seniority List: (create list together)

Subd.1. Preparation: By November 1st, the School District shall cause a seniority list (by name, first date of service/hire date and number of hours-discuss together. A draft seniority list shall be prepared by the school district, posted and emailed to all employees. Employees will be notified when such posting has taken place.

Subd.2 Request for Change: Any person whose name appears on such list and who may disagree with the findings of the school District and the order of seniority in said list shall have ten (10) work days from the date of posting to supply written documentation, proof and request for seniority change to the School District.

Subd.3. Final List: Within ten (10) work days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and may make such changes the District deems warranted. A final seniority list shall be prepared by the School District, posted and emailed to all employees, which list as revised shall be binding on the School District and the employee. Each year thereafter the School District shall cause such a seniority list to be updated to reflect any additions or deletions. Such yearly revised list shall govern the application of the unrequested leave of absence policy until thereafter revised.

Section 3. Unrequested Leave of Absence (ULA).

Subd. 1. Purpose: The purpose of this article is to outline the provisions for the required plan for placing employees on ULA because of discontinuance of position, lack of pupils, financial limitations, merger of classes caused by consolidation of district, or separation of district(s) from the SNW Coop.

Subd. 2. Definitions: For the purpose of this article, the terms defined shall have the meanings respectively ascribed to them.

A. Employee: Employee shall mean those members of the unit as defined by PELRA and this agreement.

B. Seniority: Seniority applies only to non-probationary employees commencing with the first day of service under the Master Agreement in the school district.

Subd. 3. Unrequested Leaves of Absence (ULA) Processes:

No employee shall be placed on unrequested leave if there is a probationary employee or any other employee with less seniority.

A. Terms: The School Board may place on unrequested leave of absence (ULA) for a period not exceeding two (2) years from the time such leave is commenced, without pay or fringe benefits, as may be necessary because of discontinuance of position, lack of pupils, financial limitations, merger of classes, or separation of district(s) from the SNW Coop. After two (2) years, the right to reinstatement shall terminate; the employee's right to reinstatement shall also terminate if the employee fails to file with the Superintendent, or designee, by February 1 of each year, a written statement requesting reinstatement. Such leave shall be effective no later than the close of the school year or at such earlier time as mutually agreed between the employee and the School Board.

B. Notice: Employees placed on such leave shall receive official Board notice stating specific reasons for such actions by May 10th of the school year prior to the commencement of such leave, subject to a hearing. Unofficial notice may be given by the administration to assist employees with the transition.

C. Placement: An employee who is non-probationary must not be placed on unrequested leave of absence (ULA) while probationary employees are retained. Non-probationary employees shall be placed on unrequested leave of absence in the inverse order of seniority.

D. Tie-Breaker: In the event of a staff reduction action affecting employees whose first date of actual service commenced on the same date, and have equal seniority, the selection of the employee for purposes of discontinuance shall be based upon the following criteria in the order listed until the tie is broken. Criteria:

- a. Years of experience within the behavioral/education field
- b. PERA number

E. Years of Service: Any employee placed on such leave may be eligible for unemployment compensation if otherwise eligible under the law for such compensation and such leave will not result in a loss of credit for years of service in the district earned prior to the commencement of such leave.

Subd. 6. Reinstatement

A. Process: No new employee, shall be employed by the School District while any employee is on unrequested leave of absence. Employees placed on unrequested leave of absence shall be reinstated to the position from which they have been given leave, or any other available

position in the School District as such positions become available. The order of reinstatement shall be in inverse order in which employees were placed on ULA. Least senior and closest number of hours. Part-time employees may not bump Full-time employees regardless of seniority. If an employee accepts a position with less hours, they retain their rights to their previous hours. Employees may choose to accept a position or an ULA.

B. Notices: When placed on unrequested leave, an employee shall file their name and address with the School District personnel office to which any notice of reinstatement or availability of position shall be mailed. Employees may also opt to receive phone calls or texts to receive notice of openings.

Proof of service by registered mail with receipt, or evidence of an electronic record requested by the person in the School District depositing such notice to the employee at the last known address shall be sufficient and it shall be the responsibility of any employee on unrequested leave to provide for forwarding mail or for address change. Failure of notice to reach an employee shall not be the responsibility of the School District if any notice has been mailed as provided herein.

C. Acceptance of Reemployment: If a position becomes available for an employee on unrequested leave, the School District shall mail the notice, email and/or text the employee who shall have fourteen (14) days from the postmarked date of such notice to accept the re-employment. Failure to reply in writing within such fourteen (14) day period shall constitute a waiver on the part of any employee to any further rights of employment or reinstatement and shall forfeit any future reinstatement or employment right.

D. Reinstatement Rights: Reinstatement rights shall automatically cease two (2) years from the date unrequested leave was commenced and no further rights to reinstatement shall exist unless extended by written mutual consent with each employee.

48.

Article X: Retirement Union is willing to TA with language below. Language in yellow is from current BI contract.

Section 7 1. Retiree Benefit:

~~Behavior Interventionists~~ Employees shall be eligible for an HRA beginning in year eleven (11) of service. ~~Beginning~~ For full-time employees in years eleven (11) to twenty (20), \$2,500 will be deposited annually (July 15 of the following year) into an HRA account. HRA contributions will be prorated on actual service, if service is less than one contract year.

49. Union is willing to TA if Subd. 5 is included.. Subd 5 was taken from the tech contract.

Article XI: Group Insurances

Section 1. Group Hospitalization Insurance and Health Savings

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2a. Health and Hospitalization Insurance: The School District shall contribute the sum for family and/or single hospitalization coverage equal to the certified ~~personnel~~ teacher unit of District #882 for each full time employee who qualifies for and is enrolled in the School District group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2b. Health Savings: For employees that participate in the HSA plan, the District contribution-will be as follows:

Single Policy: \$1,015 per year

Family Policy: \$2,000 per year

Subd. 3. Claims against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contribution shall cease.

Subd. 5. Employed spouses: When both spouses are employed full-time by the School District, one (1) family coverage or two (2) single policies will be paid in full by the School District. The selection of family or two (2) single policies will be at the discretion of the employee.

50. Union is willing to TA

Article XI: Group Insurances

Section 6 2. Long-Term Disability:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Long-Term Disability Insurance: The School District shall contribute a sum of up to \$140.00 for each school year toward the premium for coverage for each full-time ~~Behavior-Interventionist~~ employee employed by the School District who qualifies for and is enrolled in the School District group long-term disability plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: *An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.*

51. Union is willing to TA if the yellow is removed.

Article XI: Group Insurances

Section 4 3. Dental Insurance:

Subd. 1. Selection: The selection of the insurance carrier and policy shall be made by the School District as provided by law.

Subd. 2. Dental Insurance: The School District shall contribute ~~the a~~ sum for single dental coverage equal to the certified faculty of District #882 for the Behavior Interventionist of up to \$90.00 per month for the 2024-26 school years toward the premium of a dental insurance policy. This policy will be available for each employee employed by the School District who qualifies for and is enrolled in the School District group dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: *An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.*

52. Union is willing to TA if the yellow is removed.

Article XI: Group Insurances

Section 3 4. Life Insurance:

Subd. 1. Selection: *The selection of the insurance carrier and policy shall be made by the School District as provided by law.*

Subd. 2. Life Insurance: ~~A \$50,000 Group Life Insurance plan shall be provided to the Behavior Interventionist.~~ The School Board shall provide without cost to each employee a \$50,000 term life insurance policy. This policy will be available for each employee employed by the School District who qualifies for and is enrolled in the School District life insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Subd. 4. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in this Article as long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

53. Union is willing to TA

Article XI: Group Insurances

Section 5. Liability Insurance:

Subd. 1. The School District will pay the total cost of School District liability insurance for Behavior Interventionists employees.

54. Union counter

Article ~~XIII~~: Discipline

Section 1. Discipline: All discipline shall be subject to the grievance procedure. All discipline administered generally shall have remediation as a goal, when possible, based on the relative seriousness of the matter. An employee may not be disciplined without just cause. Due process must be provided. When necessary to correct behavior the administration shall first use informal discussions with the employee and/or a non-disciplinary "Letter of Improvement/Directive". Site administrators will promptly notify employees of complaints or concerns from parents or staff members unless the District determines that a more extensive investigation is necessary. Discipline shall be administered in a private and confidential manner that will not embarrass the employee before other employees, students, or the public in accordance with School District Policy 403 ("Discipline, Suspension, and Dismissal of School District Employees").

Section 2. Progressive Discipline: An employee generally shall be disciplined in the following manner, consistent with the principle of progressive discipline: (All discipline documents will clearly note that they are disciplinary. I.e. Discipline: Oral Warning)

1. Oral Reprimand
2. Written reprimand
3. Suspension with or without pay
4. Termination

Subd. 1. Oral Reprimand: An oral reprimand shall normally be given to an employee as the first step of progressive discipline. Before an oral reprimand is placed in an employee's file, a copy will be given to the employee.

Subd. 2. Written Reprimand: A written reprimand shall be placed in the

employee's personnel file. Before a written reprimand is placed in an employee's file, a copy will be given to the employee.

Subd. 3. Suspension With or Without Pay: The suspension shall take effect upon notification by the Superintendent to the employee along with the reason for the suspension. Salary withholding for suspension without pay shall not take place until acquiescence of the employee or after all administrative remedies, including arbitration, have been exhausted.

Subd. 4. Procedures for Administering Policy: In an instance where any form of discipline is imposed, the employee's supervisor will: 1. Provide the employee the proper Tennessean Warning. 2. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. 2. Provide directives to the employee to correct the conduct or performance. 3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file. 4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct. 5. Specify the expected level of performance or modification of conduct to be required from the employee.

The School District retains the right to immediately discipline, terminate or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements where applicable

Subd. 4. Length of Suspension: In any and all cases, suspension without pay will not exceed two (2) days per incident.

55. The union is waiting for the District's response from the Union counter-proposal dated 11/6.

Article ~~XX~~ XIV: Grievance Procedure

Definitions:

Grievance. ~~"Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes 179A.20, subd. 3.~~

Days. ~~"Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.~~

Computation of Time. ~~In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of~~

~~the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.~~

Service. ~~"Service" means personal service, email, or by certified mail.~~

Reduced to Writing. ~~"Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.~~

Answer. ~~"Answer" means a concise response outlining the employer's position on the grievance.~~

EMM-BI. ~~"EMM-BI" means Education Minnesota - Monticello, as the exclusive representative of Behavior Interventionist employed by the School District.~~

Step I:

~~Whenever the exclusive rep has a grievance, it shall meet with the site administrator in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after any employee who is the subject of the grievance, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first meeting, the grievance may be reduced to writing by the exclusive representative and served upon the superintendent (see Step II). Service must be made within fifteen (15) days of the first meeting with the site administrator.~~

Step II:

~~The superintendent shall meet with the exclusive representative within seven (7) days after receipt of the written grievance. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within fifteen (15) days of the first Step II meeting, the exclusive representative, if the exclusive rep elects to proceed with the grievance, it must proceed with Step III by serving a written notification on the superintendent. The written notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.~~

Step III:

~~A committee of the School Board shall meet with the designated official of the exclusive representative within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. If the resolution of the~~

~~grievance results, the parties shall reduce the resolution to writing and sign the agreement outlining the resolution as provided in Step II. If the parties are unable to reach agreement within ten (10) days after the first Step III meeting, the School District will serve its answer denying the grievance within (15) days of the Step III meeting. The exclusive rep must proceed with its written notice of their intention to proceed with arbitration within ten (10) days after receipt of the School District's written Step III answer.~~

~~Step IV:~~

~~The employer and the employee representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of arbitrators. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of arbitrators provided by the Bureau until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for their fee and necessary expenses. The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.~~

~~The decision of the arbitrator shall be final and binding on all parties to the dispute, subject to the rights of the parties to seek judicial review of an arbitration award as provided by law. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.~~

~~Processing of all grievances shall be during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:~~

- ~~a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or~~
- ~~b. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.~~

~~The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement~~

by the exclusive representative or employee.

~~The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.~~

Section 1. Grievance Definition:

A "grievance" shall mean an allegation by the exclusive representative resulting in a dispute or disagreement between the exclusive representative and the School Board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative:

The exclusive representative, administrator, or School Board may be represented during any step of the procedure by a person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretation:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served, **sent via email** or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver:

Grievance shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time period's hereafter provided shall constitute a waiver of the

grievance. An effort shall first be made to adjust an alleged grievance informally between the exclusive representative and the School Board's designee.

Section 5. Adjustments of Grievance:

The School Board and the exclusive representative shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I. The parties may attempt to resolve the grievance if the grievance is not resolved through informal discussions. If the issue is not resolved, the exclusive representative may file a written grievance, signed by the President or designee, on the form set forth in Appendix _____, with the Administrator. The School Board designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II. In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III. In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. Within twenty (20) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review:

The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance:

Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the exclusive representative may appeal it to the next level.

Section 8. Arbitration Procedures:

In the event that the exclusive representative and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. No grievance shall be considered by the arbitrator unless the grievance has first progressed through the grievance levels identified in Section 5 above, or unless the parties have mutually agreed to an expedited arbitration whereby one or more of the grievance levels has been bypassed in favor of expedited arbitration.

Subd. 2. Selection of Arbitrator: A request to submit a grievance to arbitration and to obtain a list of arbitrators from the Bureau of Mediation Services (BMS) must be made to the BMS in writing (carbon copy to the office of the ISD 882 Superintendent) within ten (10) days following the decisions in Level III of the grievance procedure. Upon receipt of the randomly selected list of arbitrators from the BMS, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the arbitrator will be selected by the parties alternately striking arbitrators from the list until one is selected. A draw of lots will determine which party strikes first.

Subd. 3. Submission of Grievance Information: After the arbitrator has been selected, the parties and the arbitrator will select a mutually convenient date for the arbitration hearing. No less than five (5) days before the arbitration hearing the parties shall exchange and provide the arbitrator with a submission which shall include the following:

- a) The issue involved;
- b) A statement of the facts;
- c) The position of the grievant; and
- d) The written documents relating to Section 5, Article X, of the grievance procedure. (The written grievance form, appeal letters and grievance Level I, II and III decisions.)

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly

before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided by in the PELRA.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party and at the expense of the requesting party. If the opposing party desires a copy of the transcript or recording, and is willing to share equally in the expense, a copy will be provided to the opposing party. The parties shall share equally fees and expenses of the arbitrator and any other expenses, which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The Arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement nor shall an arbitrator have jurisdiction over any grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public School Boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

The arbitrator shall set the time and place for the hearing, the method or procedure, and make all necessary rulings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement or to any agreement made supplementary hereto, and shall only be allowed to rule on those cases that apply to the definition of a grievance as described in this Article. The decision of the arbitrator, if within the scope of their power, shall be binding on both parties within the limitations of the PEL RA as amended.

56.

Article ~~XIV~~ **XV**: Publication of Contract **Union is willing to TA**

Section 1. Copies: This contract will be made available via the School District "intranet" within thirty (30) days after the contract is signed. Any employee wishing to have a paper copy of the contract may request one from the District Office and the contract will be printed at the expense of the School District. Further, the school District shall furnish ten (10) copies of the Master Contract to the Exclusive Representative for its use.

57.

Article ~~XXI~~ XVI: Duration Union is willing to TA if Section 3 is removed.

Section 1. Terms and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing upon the date of its execution through June 30, 2026 and thereafter until modifications are made pursuant to the PELRA. In the event a successor agreement is not entered into prior to the commencement of school in July 1, 2026 an employee shall be compensated according to the last contract executed between the employee and the School District until such time that a successor agreement is executed. If the exclusive representative desires to modify or amend this Agreement commencing July 1, 2026, it shall give written notice of such intent no later than May 1, 2026. If such notice is not served, the School District shall not be required to negotiate any terms of employment for the following school year. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the School District and the exclusive representative representing the Behavior Interventionist of the District. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, School District policies, rule and regulations concerning terms and conditions of employment inconsistent with these provisions.

~~Section 3. Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.~~

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.