

AGREEMENT

BETWEEN

SOUTHWEST WEST CENTRAL SERVICE COOPERATIVE

AND

CLASSIFIED EMPLOYEES ASSOCIATION

EFFECTIVE DATES:

JULY 1st, 2022 THROUGH JUNE 30th, 2024

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ARTICLE I

PURPOSE

This agreement is entered into between Southwest West Central Service Cooperative, Marshall, MN, hereinafter referred to as SWWC, and the Classified Employees Association, hereinafter referred to as CEA and/or The Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as PELRA, to provide the terms and conditions of employment for clerical personnel. The parties have reached certain understandings that they desire to confirm in this agreement.

ARTICLE II

RECOGNITION

Section 1. Recognition: In accordance with the PELRA, SWWC recognizes the Classified Employees Association as the exclusive representative for the administrative and related employees employed by SWWC, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all employees in the Classified Employees Association who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14.

ARTICLE III

DEFINITIONS

Section 1. Terms of Employment: Employees shall receive a letter of assignment stating hourly wages, beginning date of assignment, and any condition of the assignment. Any terms in this Master Agreement which are not specifically modified by the letter of assignment shall be considered governing.

Section 2. Full-time Employment: A full-time employee is one who is employed at least forty (40) hours per week. In general, working hours will be eight hours per day, Monday through Friday.

Section 3. Part-time Employment: A part-time employee is defined as an employee whose regular daily work assignment is less than forty (40) hours per week.

ARTICLE IV

RIGHTS OF THE PARTIES

Section 1. Inherent Managerial Rights: The Classified Employees Association recognizes that SWWC is not required to meet and negotiate on matters of inherent managerial policy, which 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.

Section 2. Effect of Laws, Rules and Regulations: The Classified Employees Association recognizes that all employees covered by this Agreement shall perform the services prescribed by the SWWC Board and shall be subject to SWWC Board rules, regulations, directives and orders, issued by properly designated officials of SWWC. The Classified Employees Association also recognizes the right,

obligation and duty of the SWWC Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the SWWC Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights, and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the SWWC.

ARTICLE V

DUES CHECK-OFF

In recognition of the Union as the Exclusive Representative, when requested by the Union, SWWC shall deduct an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deductions.

ARTICLE VI

HOURS OF SERVICE AND DUTY YEAR

Section 1. Basic Work Week: The calendar week is defined as 12:01 a.m. Saturday through 12:00 midnight Friday, with hours worked including only hours on the job and does not include paid sick or personal leave, holiday, annual leave, or other paid leave time. No employee is authorized to work more than 40 hours in a week without the approval of his/her supervisor.

Section 2. Basic Work Year: The regular work year shall be prescribed by SWWC each year for regular employees.

Section 3. Full-Time Employees: Full-time employment is defined as a normal work week of 40 hours. In general, working hours will be eight hours per day, Monday through Friday.

Section 4. Part-Time Employees: SWWC reserves the right to employ such personnel as it deems desirable or necessary on a part-time or casual basis for time less than that of the regular full-time employees. In no case shall an employee whose overall work schedule averages less than 3/4-time, or less than thirty (30) hours a week, be entitled to fringe benefits.

Section 5. Lunch Period: Employees shall be provided an unpaid, duty-free lunch period of at least 30 minutes.

Section 6. School Closing: In the event school is canceled due to inclement weather, employees are expected to report for work (road conditions permitting). If the administrative support group employee is unable to be at work, the following options shall be followed: (A) The hours missed may be made up at some other time if agreed upon by the employee and their immediate supervisor; (B) The hours missed will be deducted from the employee's paycheck; (C) The hours missed can be paid by using earned compensatory time; (D) The employee may use vacation time, if applicable.

Section 7. Limitation: Association business shall not be conducted on school time except as permitted by the SWWC Board or its designee.

ARTICLE VII

COMPENSATION

Section 1. Basic Compensation: The wages and salaries reflected in Schedule A attached hereto shall be a part of the agreement for the 2022-2024 contract year. Pay grades will be adjusted each year by the Minnesota Management & Budget Consumer Price Index (CPI) and will be effective July 1 of each fiscal year. The paygrades for each employee category shall be determined by the SWWC Board of Directors upon negotiations with the Classified Employees Association and each employee shall be provided a copy of the paygrade for his/her position.

Section 2. Overtime: The first 40 hours each calendar week will be paid at straight time, with overtime paid at 1 1/2 times the hourly rate for all hours worked more than 40 hours per calendar week, or in lieu of paid overtime, an employee may elect to earn compensatory time at 1 1/2 times hours worked over 40. All overtime must be approved by the designated supervisor, in writing, in advance of the overtime work except in case of emergency.

Section 3. Matching Benefits: Upon completion of the employee's introductory period, SWWC will match up to \$2,000 per year to a tax-deferred matching contribution plan in accordance with SWWC's 403(b) plan documents or toward the flexible matching program. The employee must work at least 3/4-time per fiscal year to be eligible for the deferred compensation program.

Section 4. Holiday Pay: An employee required to work on a paid holiday will be paid at time and one-half for all hours worked in addition to holiday pay.

Section 5. Mileage Reimbursement: Mileage reimbursement for privately-owned vehicles approved for usage for SWWC business will be reimbursed at the federal allowable rate.

Section 6. Annualized Pay: Employees who are .75 FTE or more and work a consistent schedule will be eligible for annualized pay beginning January 1, 2009. School-year employees will be paid over 19 pay periods beginning September 15th through June 15th with any additional time worked paid based on their timesheet. Employees must identify any deviation from their regular work schedule so that their pay can be adjusted accordingly on the following paycheck. Requests for unpaid leave must be submitted to the employee's supervisor. If approved, the leave will be submitted to payroll and the employee's pay will be adjusted on that paycheck.

Section 7. Longevity Pay: Beginning July 1, 2022, employees who are .75 FTE or more will be eligible for longevity pay of \$750 per year after completing their 15th year, distributed across all paychecks.

ARTICLE VIII

PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE

Section 1. Introductory Period and Evaluation: The first six months of new employment will be an introductory period. During this period, the employee's proficiency and compatibility will be evaluated by the supervisor. Unsatisfactory work during this period may result in termination without appeal.

Section 2. Seniority: Seniority shall be determined for each employee within his/her job classification based upon total continuous length of full-time service in SWWC. Unpaid temporary layoffs of less than four months shall not be considered interruptions of service in computing seniority.

Section 3. Layoffs: In the event of a layoff or reduction in workforce, the least senior employee in that job classification at that site shall be the first person laid off, provided: (1) that the senior person whose position is cut has the necessary skills to move into the less senior person's continuing position, and (2) that the continuing position's supervisor approved of the move as is.

Nothing in this section shall limit the right of any employee to apply for transfer or promotion to any new or vacated position within SWWC. SWWC shall post notice of all job openings in each center for at least seven (7) calendar days before application deadline.

Section 3. Resignation: All employees who wish to be released from employment should submit written resignation two weeks prior to their proposed release date.

Section 4. Termination: Any employee because of insufficient workload, incompetence, insubordination, or misconduct will be subject to dismissal with two weeks' notice.. Appeal for a hearing with the SWWC Executive Director will be afforded in writing; after consultation with the Executive Director, written appeal can be made to the Board of Directors.

ARTICLE IX

GROUP INSURANCE

Section 1. Benefits Eligibility: Benefits are available only to employees holding positions of nine or more months per year at full-time, or 12 months per year at 3/4 or more time. Sick leave and holidays shall not be paid when the sickness or holiday occurs at a time the employee would not normally be at work for pay.

Section 2. Group Insurances: The following group insurances on the SWWC group plan shall be provided each eligible employee:

Subd. 1. Long-Term Disability: shall be paid by SWWC.

Subd 2. Term Life Insurance: with a face value of \$50,000 shall be paid by SWWC.

Subd. 3. Single or Family Group Health Coverage: shall be provided as indicated below with no pro-ration for hours worked less than 1.00 FTE but more than 0.75 FTE. The selection of the insurance carrier and policy shall be made by SWWC as provided by law. The selected group health and hospitalization plan must be in compliance with the PPACA. Employees shall be required to enroll in the VEBA Plan 833 and Trust or the HSA; the only exception is an eligible waiver for other group coverage. No substitute in cash will be paid.

Section 3. Establishment of VEBA with Health Reimbursement Arrangement for Active Employees

Subd. 1. Establishment of VEBA: Effective July 1, 2004, the SWWC Service Cooperative shall make available a health insurance plan with a corresponding VEBA to all qualified bargaining unit members who exercise their option to enroll in the high deductible health insurance program offered in Section 5. Employer and employees assent to, and ratify, the appointment

of the trustee and plan administrator for the VEBA Plan and Trust. It is intended that this arrangement constitute a Voluntary Employees' Beneficiary Association under Section 501(c)(9) of the Internal Revenue Code.

The employer will specify in the Adoption Agreement for the VEBA Plan document, before the first day of the Flexible Spending Account (Section 125) plan year that eligible health expenses will be paid from the FSA first, until an individual's FSA account is exhausted, and from the VEBA Plan second.

The VEBA plan year will begin and end on the same dates as the high deductible health insurance program offered in Section 5.

Subd 2. Benefits Provided Through the VEBA: SWWC shall provide the following welfare benefit arrangement through the VEBA Plan.

A health reimbursement arrangement for active employees described in summary and available on the Employee Portal or by request from SWWC.

Subd 3. Administration Fees: Administration Fees are determined by the medical savings account administrator. The interest rates on cash deposits are available by request from SWWC. The interest rates on cash deposits may be increased or decreased by the medical savings account provider from time to time to reflect market conditions. Employees shall have administrative fees allocable to their individual VEBA account deducted from their paycheck. Administrative Fees are subject to change from time to time.

Administration fees allocable to individual accounts of current employees who have accrued a balance in the VEBA Plan but change coverage, so that they are no longer entitled to employer contributions, shall be paid from individual accounts. Administration fees allocable to the individual accounts of former employees shall be paid from individual accounts. Administration fees allocable to the individual accounts of retirees shall be paid from individual accounts. If the VEBA Plan is terminated or if Employer Contributions cease by agreement between the parties, and account balances Administration and Investment fees shall be paid from individual accounts.

Subd. 4. Employer Contributions to the Health Reimbursement Arrangement for Active Employees: SWWC will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members in the amount of:

\$50 per month (\$600 annually) for each qualified employee who elects single coverage under the group health plan described in Section 5; or

\$100 per month (\$1,200 annually) for each qualified employee who elects family coverage under the group health plan described in Section 5.

The contribution will be made on the first of each month over the VEBA Plan year. If a participant in the VEBA Plan is entitled to receive an annual contribution that is prorated on a monthly basis over the VEBA Plan year, and the participant incurs one or more claims for an eligible health expense that exceeds the participant's account balance in the VEBA Plan, the employer shall, at the participant's request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim. The total contribution for such a participant shall in no event exceed the contribution to which he or she was originally entitled to for that year.

If a qualified bargaining unit member enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the employer shall prorate the amount of the employer contribution to reflect the late entry.

All contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Section 5 below. If participant dies without a spouse or legal dependent for federal tax purposes, and to the extent required to protect the tax status of the health reimbursement arrangement, amounts remaining in the participant's account shall be forfeited and applied to reduce administrative expenses or future Employer contributions to the Plan.

Subd. 5. High Deductible Health Plan: SWWC shall make available a high deductible health plan described in summary and available on the Employee Portal or by request from SWWC to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, SWWC shall contribute:

2022-23

\$7,313 towards the annual premium cost for single group health coverage; or

\$15,153 towards the annual premium cost for family group health coverage.

2023-24

\$7,629 towards the annual premium cost for single group health coverage; or

\$15,807 towards the annual premium cost for family group health coverage.

The parties understand that the high deductible health plan described in summary provides that deductibles and out-of-pocket maximums will be increased each year to keep pace with inflation.

Section 4. Establishment of HSA for Active Employees:

Subd. 1. Introduction: Employer shall make a Health Savings Account ("HSA") arrangement available subject to the terms of this agreement for eligible employees who are members of the following collective bargaining unit(s): Classified Employees Association (CEA) ("Employees").

Subd 2. Eligibility: Employees may be eligible to establish and contribute to an HSA under this arrangement if they meet the following requirements:

The Employee must be eligible for and enrolled in a high deductible health plan ("HDHP") established by Employer and described in Section 223 of the Internal Revenue Code ("Code").

The Employee may not be enrolled in or be covered by any health plan that is not a high deductible health plan ("Disqualifying Coverage"). For this purpose, Disqualifying Coverage includes coverage under (1) a general-purpose health flexible spending arrangement (a "health FSA") that is part of a cafeteria plan under Section 125 of the Code and that is made available through the Employer or through the employer of a spouse or dependent, (2) coverage under a group health plan that is not an HDHP, including coverage made available through the Employer or through the employer of a spouse or dependent, (3) coverage under a health reimbursement arrangement (an "HRA"), including coverage through the Minnesota Service Cooperative VEBA Plan (the "VEBA"), whether offered through the Employer or through the employer of a spouse or dependent, and (4) coverage under Medicare, Medicaid, or TRICARE,

The Employee may not be claimed as a dependent by another taxpayer (other than his or her spouse) on the taxpayer's individual income tax return.

The Employer is not responsible for determining whether Employees are eligible to establish or contribute to an HSA. Once an HSA is established, it belongs to the Employee. The Employee has sole control and is exclusively responsible for his or her HSA. Employer is unable to respond to individual tax questions, and Employees should consult with a tax professional if necessary.

Subd. 3. High Deductible Health Plan: Employer shall make a HDHP plan available to eligible Employees effective July 1, 2009 (the "Effective Date"). The HDHP is described in summary and available on the Employee Portal or by request from SWWC. Employees that are not eligible for and enrolled in the HDHP are not eligible to participate in the HSA arrangement.

With respect to eligible Employees who enroll in the HDHP, Employer shall contribute an amount not to exceed the following:

2022-2023

\$7,913 annually for each qualified employee who elects single coverage under the group health plan; or

\$16,353 annually for each qualified employee who elects family coverage under the group health plan.

2023-2024

\$8,229 annually for each qualified employee who elects single coverage under the group health plan; or

\$17,007 annually for each qualified employee who elects family coverage under the group health plan.

Deductibles and out-of-pocket maximums under the HDHP are indexed for inflation and will increase on annual basis under a predetermined formula.

Subd. 4. Health Savings Accounts: Employer shall designate a custodian to receive contributions to health savings accounts ("HSAs"), as defined in Section 223 of the Code. Eligible Employees who enroll in the HDHP, and who are otherwise eligible to contribute to an HSA ("HSA-Eligible Employees"), may contribute and receive employer contributions to an HSA through the Employer's cafeteria plan under Section 125 of the Code. The Employer is only required to make or forward contributions to the HSA custodian it designates. Information on the HSA custodian is available on the Employee Portal or by request from SWWC.

The decision to establish an HSA with the custodian selected by Employer is completely voluntary. Employer may not: (i) limit the ability of Employees to move funds to another HSA beyond restrictions imposed by the Code; (ii) impose conditions on utilization of HSA funds beyond those permitted under the Code; (iii) make or influence the investment decisions with respect to funds contributed to an HSA; (iv) represent that the HSA is part of an Employee welfare benefit plan established or maintained by the employer; or (v) receive any payment or compensation in connection with the HSA.

To facilitate the timely establishment of HSAs (and ensure that medical expenses incurred after the Effective Date are eligible for reimbursement), Employer may establish and contribute to HSAs as of the Effective Date for all HSA-Eligible Employees. Employees agree to complete, sign, and return an enrollment application and HSA custodial agreement. Employer makes no representation as to the date that an HSA will be treated as established by the IRS, and recommends that Employees complete, sign, and return an enrollment application on or before the Effective Date.

Any excess employer contribution will be placed in the HSAs of HSA-eligible employees. The Employer is entitled to rely on any statement by Employees that they are eligible for an HSA. However, the Employer shall not make or forward any contribution to an HSA if the Employer has actual knowledge that the Employee is not eligible to contribute to an HSA.

The contribution will be made on a semi-monthly basis over the HDHP plan year. If an HSA-Eligible Employee or their spouse or dependent incurs one or more claims for eligible health expenses that exceed the Employee's account balance in the HSA and are not covered by other insurance, the Employer shall, at the Employee's request, accelerate its prorated contribution for that year to the extent necessary to reimburse the Employee for the claim, but not exceeding the annual contribution described above.

If HSA-Eligible Employee enters the HDHP as a participant on a date after the first day of the HDHP plan year, the Employer shall prorate the amount of the Employer contribution to reflect the late entry.

All contributions to an individual's HSA shall cease on the date he or she becomes ineligible to receive contributions to an HSA for any reason. Employer is not responsible for monitoring when and whether an Employee becomes ineligible for this purpose.

Subd. 5. Payment of Administrative Fee: Administrative fees allocable to individual HSAs of active employees who are participants in the HDHP shall be deducted from their paycheck. Administrative fees allocable to individual HSAs of active employees who have accrued a balance in their HSAs but are no longer eligible to contribute to the HSA shall be paid from the HSA. Administrative fees allocable to the individual HSAs of former employees shall be paid from the HSA. Administrative fees allocable to HSAs of retirees shall be paid from the HSA. If Employer Contributions cease as a result of collective bargaining or any agreement related thereto, administrative fees shall be deducted from their paycheck.

Subd 6. Coordination with other Coverage:

1. General Rule. No contributions will be made to HSAs of Employees who have other coverage through the Employer that is Disqualifying Coverage.

2. Coordination with VEBA. If an Employee is a current or former participant in the Minnesota Service Cooperative VEBA Plan (the "VEBA"), and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the VEBA plan year, the Employee shall elect a coverage option under the VEBA that limits payment or reimbursement from the VEBA to vision care, dental care, preventive care (as defined in Code section 223(c)) or eligible health expenses incurred after he or she satisfies the applicable minimum deductible for self-only or family coverage described in Code Section 223(c), as applicable, and as adjusted for changes in cost-of-living under Code Section 223(g) ("Limited Purpose Coverage").

3. Coordination with Health FSA. If an Employee participates in a health FSA of the Employer, and if he or she wishes to enroll in the HDHP and make or receive contributions to an HSA, then prior to the beginning of the health FSA plan year, the Employee shall decline coverage under the health FSA for the plan year or shall elect Limited Purpose Coverage under the health FSA for that year.

Section 5. Employer-Sponsored Group Medicare Supplemental Insurance for Employees and Dependents.

Subd 1. Introduction. Employer has adopted this personnel policy to communicate the availability of Medicare supplemental insurance for certain former employees and dependents. The policies and procedures outlined below do not create and are not intended to create any contractual rights or duties and will be applied at Employer's discretion. Employer may amend or terminate this policy at any time, including before, during and after your termination of employment or retirement.

Subd 2. Coverage and Effective Date. Effective January 1, 2010 (the "Effective Date"), Employer shall make available one or more group Medicare supplemental health insurance policies for hospital, medical and prescription drug coverage ("Medicare Supplemental Insurance). The Medicare Supplemental Insurance is described in summary and is available on the Employee Portal or by request from SWWC.

Subd 3. Eligibility. Medicare Supplemental Insurance is only available to former employees and dependents of former employees if the former employee or dependent is (1) eligible for and enrolled in Medicare (including Parts A, B, and D, as may be required by the terms of the supplemental coverage selected by the individual) and is (2) entitled under Minnesota law to continue indefinitely in employer-sponsored group health insurance. For this purpose, a "dependent" has the same meaning as under the Employer's group health plan for active employees, and a former employee may receive dependent coverage only if the employee received dependent coverage immediately before leaving employment.

In addition, such former employees and dependents (hereafter, "Eligible Individuals") must fall within one or more of the classifications described below.

Voluntary Coverage. The following Eligible Individuals may voluntarily elect coverage under a Medicare Supplement policy in lieu of other coverage available through the Employer:

- (1) Former employees who have not yet attained age 65, but who are entitled to Medicare because of disability;
- (2) Dependents of former employees who are entitled to Medicare because of disability.

Exclusive Coverage Available for Former Employees and Dependents age 65 or older. The Medicare Supplemental Insurance described herein is the sole and exclusive coverage option provided by the Employer for the following individuals:

- (1) Former employees who have attained age 65 or older; and
- (2) Dependents of former employees when both the dependent and the former employee are age 65 or older.

End-Stage Renal Disease (ESRD). Notwithstanding the forgoing, individuals with ESRD shall not be eligible for Medicare Supplemental Insurance during the first 30 months of the individual's ESRD-based Medicare eligibility or entitlement, unless the individual was entitled to Medicare due to age or disability on a primary basis at the time he or she becomes eligible for ESRD-based Medicare.

Subd. 4. Contributions. Eligible Individuals shall pay 100% of the cost of coverage under the Employer's Medicare Supplemental Insurance. Premiums are subject to change on an annual basis. The Employer may discontinue coverage if an Eligible Individual fails to pay the premium when due. In no event shall the Employer be responsible for the payment of any penalty or increased premiums as a result of an employee's late enrollment in Medicare.

Subd 5. No Vested Rights. The benefits described herein will be provided while the personnel policy is in effect (the "Policy"). In no event shall this Policy provide any individual with vested rights to benefits, rights or features under the Employer's group health plan or Medicare Supplemental Insurance, nor shall employees who retire while this Policy is in effect be provided any such vested rights. The Employer retains to right it is sole discretion to modify, amend or terminate this Policy at any time, and nothing in this Policy requires the Employer to maintain a group health plan or a Medicare Supplemental Insurance. No oral representation concerning the interpretation or effect of this Policy shall be effective to amend the Policy. Employer shall not be bound to provide any benefit deemed not to comply with state or federal law.

ARTICLE X

HOLIDAYS

Section 1. Eligibility: Holidays are available only to employees holding positions of nine or more months per year at full-time, or 12 months per year at 3/4 or more time. Eligible employees will receive the following holidays when they occur during the normal term of active employment: Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Day, New Year's Day, Good Friday and Memorial Day and two floating holidays that may be used at any time throughout the designated year.

Section 2. Designation of Holidays: Holidays that occur on a weekend shall be honored on those days as determined by SWWC.

ARTICLE XI

LEAVES OF ABSENCE

Section 1. Annual Leave: Paid annual leave for eligible classified employees shall accrue as follows:

- 0-2 years of employment: 10 days
- 3-6 years of employment: 15 days
- 7-15 years of employment: 20 days
- After 15 years of employment: 22 days

All current members of the CEA bargaining unit will be grandfathered into the current annual leave schedule. Starting July 1, 2022, new employees that are hired by SWWC for less than 260 days will not be eligible for annual leave.

Section 2. Sick Leave: Each eligible employee shall accrue one day (8 hours) per full month of employment. Sick leave will accumulate at the rate of 10 days per year of full-time employment. When first employed, a person may use his/her first five days of sick leave before they are fully earned, provided that upon terminating employment, any such deficit will be deducted from the final paycheck(s).

A certificate of illness by a physician may be required for all absences of three or more days. Any amount of time taken off must be reported (e.g., hours, half day, full day). Abuse of leave time may result in termination of employment or suspension without pay for up to two weeks.

Subd. 1. Maximum Accumulation. Sick leave may be accumulated to 120 days (960 hours).

Section 3. Personal Leave: Each eligible employee shall receive two days (16 hours) of non-accumulative personal leave each fiscal year. This leave may be used as personal leave or emergency closing (e.g. snow days) with authorization of the supervisor. Personal leave may be granted for urgent personal business that cannot be conducted at other than normal working hours. The reason for the personal leave must be stated to the supervisor. Personal leave will not normally be granted before or after a holiday or vacation. Payment for unused personal leave at the rate of \$110 per day shall be added to the employee's final paycheck of each school year.

Section 4. Bereavement Leave: Up to five days per circumstance may be granted from accumulated sick leave at the discretion of the Executive Director for death in the employee's immediate family. The specific amount of leave allowed is subject to the discretion of the executive director depending upon the circumstances.

Immediate family is defined as the employee's spouse, child, stepchild, parent, stepparent, brother, sister, spouse's parent, grandparent, or other relative living in the same household as the employee.

It is recognized that in some unique circumstances, other relatives may be considered for bereavement leave, such as an aunt who may have raised the employee or a stepparent. Under these special circumstances, a request may be made to the executive director for bereavement leave consideration only after personal leave has been exhausted. Each of these circumstances will be handled on a case-by-case basis with the decision by the executive director being final.

Section 5. Jury Leave: Will be granted to employees who are required to serve. Employees can elect to either use annual leave and keep the daily jury stipend or fulfill their jury duty on SWWC time and turn the stipend over to SWWC.

Section 6. Worker's Compensation: If injured while at work, sick leave will apply as provided above except that the amount of Worker's Compensation for loss of time paid to the employee will be subtracted from the sick leave paid by the school until said accumulated sick leave has expired.

Section 7. Family and Medical Leave:

Subd. 1. Pursuant to the Family and Medical Leave Act, 29 U.S.C. § 1201 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with:

1. The birth and first-year care of a child;
2. The adoption or foster placement of a child;
3. The serious health condition of an employee's spouse, child or parent, and
4. The employee's own serious health condition.

Subd. 2. Such leave shall be unpaid, except an eligible employee during such a leave shall be eligible for regular School District group health insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. To be eligible for the benefits of this section and insurance contribution, an employee must have been employed by the School District for the previous twelve (12) months and must have been employed for at least 1,250 hours during such previous twelve-month period.

Subd 4. While FMLA leaves, except for eligible insurance contributions as provided in Subd. 2 hereof are unpaid; nothing herein shall preclude an employee from utilizing paid leave otherwise provided in this Agreement, provided the employee qualifies for the paid leave; i.e., sick leave, personal leave or annual leave, pursuant to the provisions of this Agreement governing such leaves. Moreover, nothing herein, or any other provision of this Agreement, shall be construed to require the School District to combine leaves for a period of time that exceeds the leave provided by this section or the period of time for leaves provided in other sections of this Agreement.

ARTICLE XII

GRIEVANCES

Section 1. Grievance Definition: A “grievance” is defined as a dispute or disagreement as to the interpretation and application of a specific provision in this Agreement.

Section 2. Grievance Procedures: Classified employees shall have the right to file written grievances with the Board of Directors as a result of the disputes or disagreements between the employee and the Board as to the interpretation and application of terms and conditions of employment insofar as such matters are contained in the personnel policies. Grievances shall be submitted in writing to the Board designee, within 20 days after the event giving rise to the grievance, setting forth the facts, the specific provision allegedly violated, and the particular relief sought. The decision by the Board shall be final.

ARTICLE XIII

DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date of execution, through June 30th, 2024, and thereafter as provided by the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to said expiration. 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 SWWC and the Classified Employees Association representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, SWWC policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. Nothing in this Agreement shall be construed to obligate SWWC to continue or discontinue existing or past practices or prohibit SWWC from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

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 the 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.

2022-2023 Pay Grade

Pay Grade	Positions	Minimum	Maximum
1	Boiler Operator Career Assessment Assistant Cook Custodian	\$14.17	\$22.85
2	Accounting Technician – Bookkeeper Administrative Assistant Help Desk Operator Student Activities Coordinator Technology Support Assistant	\$18.15	\$29.26

2023-2024 Pay Grade

Pay Grade	Positions	Minimum	Maximum
1	Boiler Operator Career Assessment Assistant Cook Custodian	\$15.08	\$24.31
2	Accounting Technician – Bookkeeper Administrative Assistant Help Desk Operator Student Activities Coordinator Technology Support Assistant	\$19.31	\$31.13

Schedule C

MARSS Regional Coordination	\$2,500 stipend. Job responsibilities and duties to be determined by administration
Mentor Stipend	\$300 for one mentee. If designated to mentor two or more mentees, mentor shall be paid an additional \$150 for each additional mentee.
Employee Referral Incentive	A referral incentive will be provided to employees that refer a new staff member to SWWC. A \$100 incentive shall be paid on the new payroll following the employee's start date and another \$100 will be paid on the following payroll after the new employee's 1-year anniversary date. If the new hire notes a referral from two or more SWWC employees, the payment would be split between the referring SWWC employees.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

FOR

Classified Employees Association

Dellynne Monson

President

Patty Molden

Secretary

Kelsi Topp

Chief Association Negotiator

FOR

SWWC Board of Directors

Meydan A. Waa

Chair

Don Brugman

Clerk

Cliff Canby

Chief Board Negotiator

Dated this 12th day of April, 2023.

Signature: *Dellynne Monson*

Email: Dellynne.Monson@swsc.org

Signature: *Kelsi Topp*

Email: kelsi.topp@swsc.org

Dated this 29th day of June, 2022.

Signature: *Patty Molden*

Patty Molden (Apr 12, 2023 10:01 CDT)

Email: patty.molden@swsc.org