

**2022-24  
MASTER AGREEMENT**

between

**SWWC Direct Student Staff  
Educational Support Professionals**

and

**SOUTHWEST WEST CENTRAL SERVICE COOPERATIVE**

**SWWC**

*Education & Administrative Resources*

**MASTER AGREEMENT**

**between**

**SWWC Direct Student Staff Educational Support Paraprofessionals**

**and**

**Southwest West Central Service Cooperative (SWWC)**

<b>CONTENTS</b>		<b>Page</b>
ARTICLE I	PURPOSE	5
	Parties	5
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	5
	Recognition	5
	Appropriate Unit	5
	Union Building Representatives	5
	Exclusive Right	5
ARTICLE III	DEFINITIONS	5
	Terms and Conditions of Employment	5
	Description of Appropriate Unit	5
	SWWC	6
	Other Terms	6
ARTICLE IV	SWWC RIGHTS	6
	Inherent Managerial Rights	6
	Management Responsibilities	6
	Effect of Laws, Rules and Regulations	6
	Reservation of Managerial Rights	6
ARTICLE V	EMPLOYEE RIGHTS	6
	Right To Views	6
	Right To Join	6
	Request for Dues Check-Off	7
	Remitting to the Exclusive Representative	7
	PAC Payroll Deduction	7
	Information Sharing	7
	Meet and Confer	7
	Appointment to Committees	7
	Maintenance of Standards	7
	Personnel Files	7
	Progressive Discipline	8
ARTICLE VI	RATES OF PAY	8
	Rates of Pay	8
	Compensation/Standard Method of Pay	8
	Mutual Agreement Compensatory Time	8
	Substitutes	8

	License Fee Reimbursement	8
	Withholding Salary Advancement	9
	Matching Deferred Compensation	9
	Longevity Pay	9
ARTICLE VII	SENIORITY/LAYOFF AND RECALL	9
	Introductory Period	9
	Seniority	9
	Lay Off	9
	Recall	10
	Recall Notification	10
	Recall Listing	10
ARTICLE VIII	GROUP INSURANCE	10
	Selection of Carrier	10
	Eligibility	10
	VEBA and HSA Arrangements	10
	Payment of Insurance	12
	Duration of Insurance Contribution	13
	Employees Required to Enroll in Health Plan	13
	Claims Against SWWC	13
	Life Insurance	13
	Long-Term Disability Insurance	13
	Employer-Sponsored Group Medicare Supplemental Insurance	13
ARTICLE IX	LEAVES OF ABSENCE	14
	Sick Leave	14
	Personal Leave	15
	Bereavement Leave	15
	Workers' Compensation	15
	Jury Service	15
	Military Leave	15
	Insurance Application	15
	Educational Leave	16
	Unpaid Leave of Absence	16
	Medical Leave	16
	Credit	16
ARTICLE X	HOURS OF SERVICE AND DUTY YEAR	16
	Basic Work Week	16
	Basic Work Year	16
	Part-Time Employees	16
	Shifts and Starting Time	16
	Full-Time and Part-Time Employees	16
	Lunch Period	16
	Emergency Closing	17
ARTICLE XI	HOLIDAY	17
	Holiday	17
ARTICLE XII	MISCELLANEOUS PROVISIONS	17
	Notification of Positions	17

	Transfer	17
	Reimbursement for Damages	17
	Substituting	17
	Extended Contracts	17
ARTICLE XIII	GRIEVANCE PROCEDURE	17
	Definitions	17
	Interpretations	18
	Representation	18
	Time Limitation and Waiver	18
	Grievance Procedures	18
	Arbitration	19
	Processing of Grievances	20
	Election of Remedies and Waiver	20
ARTICLE XIV	DURATION	20
	Term and Reopening Negotiations	20
	Effect	21
	Finality	21
	Severability	21
SCHEDULE A & B	Salary Schedules 2022-24	22
SCHEDULE C	Schedule C	23

## **AGREEMENT**

### **ARTICLE I** **PURPOSE**

**Section 1. Parties:** This Agreement is entered into between Southwest West Central Service Cooperative, Marshall, Minnesota, hereinafter referred to as SWWC and SWWC Direct Student Staff Educational Support Professionals, hereinafter referred to as the exclusive representative or the Union, 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 Certified Occupational Therapy Assistants, Physical Therapy Assistants, Paraprofessionals, Speech Language Pathology Assistants, LPN/Health Paras, Interpreters of the Deaf and Hard of Hearing, Interveners and Interpreter/Translators.

### **ARTICLE II** **RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

**Section 1. Recognition:** In accordance with PELRA, SWWC recognizes SWWC Direct Student Staff Educational Support Professionals as the exclusive representative for Certified Occupational Therapy Assistants, Physical Therapy Assistants, Paraprofessionals, Speech Language Pathology Assistants, LPN/Health Paras and Interpreters of the Deaf and Hard of Hearing employed by SWWC, which exclusive representative shall have those rights and duties as prescribed by PELRA and as described in the provisions of this Agreement.

**Section 2. Appropriate Unit:** The exclusive representative shall represent all such employees of SWWC contained in the appropriate unit as defined in ARTICLE III, Section 2. of this Agreement and PELRA and in certification by the Commissioner of the Minnesota Bureau of Mediation Services (BMS Case No. 06PCE0819).

**Section 3. Union Building Representatives:** The Union may designate employees in the bargaining unit to act as Building Representatives and/or alternates and shall inform SWWC of such choices and changes in the positions as they occur.

**Section 4. Exclusive Right:** Recognizing that the Union is required by the provisions of PELRA to be the sole bargaining representative of all the employees within the coverage of this Agreement, without regard to membership in the Union, SWWC hereby agrees that it will not recognize nor negotiate with any other person, organization group, committee or entity other than the Union with respect to such matters and will deal solely through the agency of and with the Union.

### **ARTICLE III** **DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** The term, "terms and conditions of employment," means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits other than SWWC payment of, or contributions to, premiums for group insurance of retired employees or severance pay, and SWWC's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

**Section 2. Description of Appropriate Unit:** For purposes of this Agreement the term, "Direct Student Staff Educational Support Professionals," shall mean all persons in the appropriate unit employed by SWWC in such classifications excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week in the employees' bargaining unit,

employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in a calendar year and emergency employees.

Section 3. SWWC: For purposes of administering this Agreement, the word/term, "SWWC," shall mean the Service Cooperative Board or its designated representative(s).

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by PELRA.

#### **ARTICLE IV** **SWWC RIGHTS**

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that SWWC is not required to meet and negotiate regarding matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of SWWC, its overall budget, utilization of technology, the organizational structure, and selection, direction, and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the SWWC Board to efficiently manage and conduct the operation of SWWC within its legal limitations and with its primary obligation being to provide educational opportunities for the students of SWWC in conformity with the provisions of the Agreement.

Section 3. Effect of Laws, Rules, and Regulations: The exclusive representative 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 exclusive representative 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. All employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, and valid rules, regulations, and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, and regulations, directives, or orders shall be null and void and without force and effect.

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 functions not expressly delegated in this Agreement are reserved to SWWC.

#### **ARTICLE V** **EMPLOYEE RIGHTS**

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion regarding any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Pursuant to PELRA, employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the

purpose of negotiating grievance procedures and the terms and conditions of employment for such employees.

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off pursuant to PELRA. Upon receipt of a properly executed application form of the employee involved, SWWC will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative in 15 equal installments, beginning with the first pay period in October.

Section 4. Remitting to the Exclusive Representative: With respect to all dues deducted by SWWC, whether for membership dues or fair share fee, SWWC shall remit to the Exclusive Representative within fourteen (14) calendar days from each date of deduction, the total amount deducted, accompanied by the list of employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Exclusive Representative. The Exclusive Representative agrees to advise SWWC of all members of the Exclusive Representative in good standing and from time to time furnish information needed by SWWC to fulfill the provisions of this Article, and not otherwise available to SWWC.

Section 5. PAC Payroll Deduction: The members of the exclusive representative may voluntarily request that payroll deductions be taken from their checks for payments to a national political action committee. SWWC shall transmit such contributions directly to the federal political action committee identified by the exclusive representative.

Section 6. Information Sharing: SWWC agrees to provide upon the request of the exclusive representative information pertaining to the operations of SWWC that is public data or available in statute to the exclusive representative.

Subd. 1. Printing of Master Agreement: Within thirty (30) days after the Master Agreement is signed, a copy of this Master Agreement shall be printed and presented each employee.

Section 7. Meet and Confer: The Exclusive Representative and SWWC recognize the importance of communications in maintaining good relationships and agree to meet three times per school year if needed. Each party shall determine their representatives.

Section 8. Appointment to Committees: All bargaining unit members of any SWWC or site committee shall be appointed by the Exclusive Representative.

Section 9. Maintenance of Standards: Any individual contract between SWWC and an individual employee, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. SWWC shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice under the PELRA.

This Agreement shall supersede any rules, regulations or practices of SWWC which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of SWWC.

Section 10. Personnel Files: SWWC shall maintain a personnel file on each employee at the administrative office in Marshall. Employees, upon request to Human Resources, shall have the right to review the contents of his/her own personnel file and any other work file kept at any work sites.

Employees shall have the right to reproduce any of the contents of the file.

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into the personnel file. An employee shall have the right to place in his/her personnel file, a written response which shall be attached to the relevant document.

Materials placed in the employee's personnel file that are incomplete, inaccurate, or false, are to be expunged from the file.

Section 11. Progressive Discipline: SWWC recognizes the concept of progressive discipline consisting of: 1) oral reprimand, 2) written reprimand, 3) suspension with pay, 4) suspension without pay, and 5) discharge. However, SWWC reserves the right to impose discipline at any level as determined by SWWC based upon the circumstances surrounding the action. A conference between the employee and his/her supervisor shall be held prior to the imposition of written reprimand, suspension with pay, suspension without pay, or discharge. An oral reprimand may be grieved up to Level III of the grievance procedure but may not be carried to arbitration. An employee may only be disciplined for just cause.

## **ARTICLE VI** **RATES OF PAY**

### Section 1. Rates of Pay:

Subd. 1. 2022-24 Rates of Pay: The wages and salaries reflected in Schedule A and Schedule B, attached hereto, shall be a part of the Agreement for the period commencing July 1, 2022, to June 30, 2024. Step movement within any classification shall occur on July 1 of any given year.

Subd. 2. Status of Salary Schedule: During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to the current rate until a successor Agreement is executed.

Section 2. Compensation/Standard Method of Pay: Employees shall be paid twice monthly based on the timesheet submitted for the pay period. The first 40 hours each calendar week shall be paid at straight time, with overtime paid at one and a half times the hourly rate for all hours worked in excess of 40 hours per calendar 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 leave time.

Section 3. Mutual Agreement Compensatory Time: In lieu of paid overtime, an employee may elect to earn compensatory time at one and a half times hours worked in excess of 40 in a calendar week. Compensatory time off may be taken at any time during the contract period with approval of the immediate supervisor. Cash payment for accrued comp time will be paid to the employee at the end of each fiscal year at the regular rate being earned by the employee at the time he/she receives the payment.

Section 4. Substitutes: Substitutes who are members of the bargaining unit will be paid at a rate not less than what they are currently making. Members of the bargaining unit who serve as substitutes in certified staff positions shall be compensated at the regular sub rate or their own hourly wage whichever is higher.

Section 5. License Fee Reimbursement: SWWC shall pay \$120 towards licensure renewal for Certified Occupational Therapy Assistants (COTAs) and Physical Therapy Assistants (PTAs).



Section 6. Withholding Salary Advancement: An individual employee's salary advancement is subject to the right of SWWC to withhold salary increases for just cause. An action withholding a salary increase shall be subject to the grievance procedure.

Section 7. Matching Deferred Compensation: Upon completion of the employee's introductory period, SWWC will match up to \$1,500 per year to a tax-deferred matching contribution plan. Matching benefits may include a tax-deferred matching contribution plan pursuant to Minn. Stat. 356.24 (2007), as amended, and in accordance with SWWC's 403(b) Plan documents and/or Thrive Flexible Matching program.

Section 8. Longevity Pay: Longevity pay will be effective on July 1 of each year, if eligible based on hire. Employees shall be eligible for longevity pay if they work 30 hours or more per week. The longevity schedule looks as follows:

6 years: After completing their 6<sup>th</sup> year, DSS staff will receive a stipend of \$1,000, distributed across all paychecks. This stipend would continue until the next level of longevity pay was achieved.

8 years: After completing their 8<sup>th</sup> year, DSS staff will receive a stipend of \$1,500, distributed across all paychecks. This stipend would be ongoing with continued years of service.

10 years: After completing their 10<sup>th</sup> year, DSS staff will receive a stipend of \$2,000, distributed across all paychecks. This stipend would be ongoing with continued years of service.

## **ARTICLE VII** **SENIORITY/LAYOFF AND RECALL**

Section 1. Introductory Period: An employee, under the provisions of this Agreement, shall serve an introductory period of one (1) calendar year from date of hire of continuous service at SWWC during which time SWWC shall have the unqualified right to suspend without pay, discharge, or otherwise discipline such employee. During this introductory period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge, or other discipline is concerned. However, an introductory employee shall have the right to bring a grievance on any other provisions of the Agreement alleged to have been violated.

Section 2. Seniority: Bargaining unit members shall acquire seniority upon successful completion of their introductory period as defined by this Agreement. Seniority, as it pertains to the bargaining unit members, and for the purpose of this Agreement, shall be defined as follows: Continuous service in SWWC with the date of record being the first date of continuous employment in SWWC. A seniority list shall be maintained by SWWC. A copy shall be provided to the Exclusive Representative upon request. The seniority list shall include: employee's name, date of continuous employment, work site, position, FTE for which the employee is on recall, and date that recall rights expire. Employees shall be listed by classification and current work site: COTA, PTA, Bilingual Paraprofessional, Special Education Paraprofessional, Speech Language Pathology Assistants, LPN/Health Paras and Interpreters for the Deaf and Hard of Hearing. Employees objecting to the correctness of the Seniority List shall have access to the grievance procedure to resolve such an objection. Seniority shall terminate when an employee retires, resigns, or is discharged. When employees have the same date of hire, the tie in seniority dates shall be broken in the following order: 1) the employee with the higher level of education shall have greatest seniority, and 2) the employee with the higher number for the last four digits of the employees' Social Security number shall have the greatest seniority. Any employee moving from one classification to another classification shall receive a new seniority date.

Section 3. Lay Off: A reduction in the workforce (layoff) shall be defined as the elimination of a job

position or positions or the reduction of the FTE of a job position or positions. SWWC will recognize seniority rights as to the order of layoff and recall within classifications and work site. In the event it is determined by the Board that it is necessary to reduce the work force, the administration will determine which position(s) will be reduced or eliminated. The FTE that equal that position(s) shall be determined at that site, and individuals shall be laid off beginning with the least senior in that classification at the site until the hours of the reduction are reached.

Section 4. Recall: The bargaining unit member on recall would be entitled to the first open position in his/her classification and work site, and would be notified of such a position in writing. The member would have a period of ten working days to notify SWWC of their intent to accept the vacant position or remain on lay-off. Failure to respond in writing within this time limit shall be construed as a rejection of the offer. Bargaining unit members must maintain a current mailing address with the SWWC office. Members not accepting the position shall remain on the recall list for a period of not more than eighteen months from the original date of lay-off. A member who rejects more than three (3) times a position equal to or greater in FTE and rate to the position occupied by the member at the time of layoff shall be removed from recall status. Advance notice of reassignments and reduction or alteration of FTE shall be given to bargaining unit members a minimum of two weeks prior to implementation of a change in their employment status. Two weeks' notice shall be given for layoffs. Bargaining unit members shall provide SWWC a minimum of two weeks' notice prior to resignation.

Section 5. Recall Notification: In the event of a reduction in force, the bargaining unit member who has been laid off shall be notified of job openings from SWWC for a period of eighteen months from the time of said lay off, which constitutes the time an employee is entitled to be on the recall list. Under no circumstances shall SWWC hire from the open market while employees are on the recall list, qualified to perform the duties of a vacant position, are ready, willing and able, and have notified SWWC that they are available to be re-employed. Bargaining unit members shall by July 1 notify the SWWC of a current home address, phone number, and intent to remain on the recall list. Failure to notify SWWC by July 1 will constitute removal from recall status. Upon returning to an SWWC position, the member shall be placed on the same step on the salary schedule as occupied at the time of lay off and shall retain their original seniority date.

Section 6. Recall Listing: Those bargaining unit members on a recall list will be put on a substitute list to be called in case of absent employees, provided they are qualified to do the job.

## ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: 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.

Section 2. Eligibility: Employees shall be eligible for health insurance if they work 30 hours or more per week.

Section 3. VEBA and HSA Arrangements:

Subd. 1. Renewal of VEBA.

Effective July 1, 2022, SWWC shall continue to make available a Health Reimbursement Arrangement for Active Employees within the Minnesota Service Cooperatives VEBA Plan and Trust (the "VEBA") for all eligible qualified bargaining unit members who enroll in MSI Medica Choice Passport ASO 2600-0% VEBA, described in summary and available on the Intranet or by request from SWWC. It is intended that the VEBA constitute a voluntary employees' beneficiary association under Section 501(c)(9) of the Internal Revenue Code.

Subd.2. Renewal of Health Savings Account (“HSA”) Arrangement.

Effective July 1, 2022, SWWC shall continue to make available an HSA arrangement for all eligible qualified bargaining unit members who exercise their option to enroll in the HSA-eligible high deductible health insurance plan, described in summary and available on the Intranet or by request from SWWC (the “HSA Plan”). It is intended that the HSA arrangement comply with all requirements of Section 223 of the Internal Revenue Code.

Subd.3. Health Plan Fact Sheet.

Other terms and conditions, including the payment of administration fees, are addressed the in the Health Plan Fact Sheet which is incorporated herein by reference.

Subd.4. Employer Contributions to VEBA Accounts:

If the employee is eligible for and enroll in the MSI Medica Choice Passport ASO 2600-0% VEBA Plan, SWWC shall contribute to the employee’s individual account under the VEBA in accordance with the following schedule:

\$600 annually for each eligible employee who elects single coverage under the MSI Medica Choice Passport ASO 2600-0% VEBA Plan; and

\$1,200 annually for each eligible employee who elects family coverage under the MSI Medica Choice Passport ASO 2600-0% VEBA Plan.

The contribution will be made on or about the first of each month over the VEBA Plan year. If the employee incurs one or more claims for an eligible health expense that exceeds the employee’s VEBA account balance, SWWC shall, at the employee’s request, accelerate its prorated contribution to the extent necessary to reimburse the employee for the claim. The total contribution shall in no event exceed the annual total contribution for the VEBA Plan year.

If the employee enters the MSI Medica Choice Passport ASO 2600-0% VEBA Plan as a participant on a date after the first day of the VEBA Plan year, SWWC shall prorate the amount of the employer contribution to the employee’s VEBA account to reflect the late entry.

Contributions to an employee’s VEBA account will cease on the date the employee is no longer covered by the MSI Medica Choice Passport ASO 2600-0% VEBA Plan.

Subd. 5. Employer Premium Contributions to MSI Medica Choice Passport ASO 2600-0% VEBA Plan:

If the employee is eligible for and enrolls in the MSI Medica Choice Passport ASO 2600-0% VEBA Plan, SWWC shall contribute towards the annual premium cost for group health coverage as follows:

2022-23

\$7,961 annually for each qualified employee who elects single coverage under the group health plan; or

\$15,575 annually for each qualified employee who elects family coverage under the group health plan.

2023-24

\$8,432 annually for each qualified employee who elects single coverage under the group health plan; or

\$16,498 annually for each qualified employee who elects family coverage under the

group health plan.

The MSI Medica Choice Passport ASO 2600-0% VEBA Plan year (“VEBA Plan Year”) runs from July 1 to June 30 of each calendar year.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The parties understand that the MSI Medica Choice Passport ASO 2600-0% VEBA Plan provides that deductibles and out-of-pocket maximums will be increased each year to keep pace with inflation.

Subd. 6. Employer Premium Contributions to the MSI Medica Choice Passport ASO 3750-0% HSA Plan and MSI Medica Choice Passport ASO 5000-0% HSA Plan:

If the employee is eligible for and enroll in either the MSI Medica Choice Passport ASO 3750-0% HSA Plan or MSI Medica Choice Passport ASO 5000-0% HSA Plan, SWWC shall contribute towards the annual premium cost for group health coverage as follows:

2022-23

\$8,561 annually for each qualified employee who elects single coverage under the group health plan; or

\$16,775 annually for each qualified employee who elects family coverage under the group health plan.

2023-24

\$9,032 annually for each qualified employee who elects single coverage under the group health plan; or

\$17,698 annually for each qualified employee who elects family coverage under the group health plan.

The MSI Medica Choice Passport ASO 3750-0% HSA Plan and MSI Medica Choice Passport ASO 5000-0% HSA Plan year (“CDHP Plan Year”) runs from July 1 to June 30 of each calendar year.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The parties understand that the MSI Medica Choice Passport ASO 3750-0% HSA Plan and MSI Medica Choice Passport ASO 5000-0% HSA Plan provide that deductibles and out-of-pocket maximums will be increased each year to keep pace with inflation.

Subd.7. Employer Contributions to HSAs and/or VEBAs under MSI Medica Choice Passport ASO 3750-0% HSA Plan and MSI Medica Choice Passport ASO 5000-0% HSA Plan:

If the employee is eligible for and enrolls in the MSI Medica Choice Passport ASO 3750-0% HSA Plan or MSI Medica Choice Passport ASO 5000-0% HSA Plan, SWWC will contribute an amount to the employee’s HSA and/or VEBA, according to the employee’s election, equal to the excess, if any, of SWWC’s agreed upon contribution towards premiums under the MSI Medica Choice Passport ASO 3750-0% HSA Plan or MSI Medica Choice Passport ASO 5000-0% HSA Plan over the actual cost of premiums for the Plan. 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 that the employee is not eligible to contribute to an HSA.

The contribution will be made on a per paycheck basis over the Plan Year.

If the employee enters the MSI Medica Choice Passport ASO 3750-0% HSA Plan or MSI Medica Choice Passport ASO 5000-0% HSA Plan as a participant on a date after the first day of the CDHP Plan Year, SWWC shall prorate the amount of the employer contribution to the employee's account(s) to reflect the late entry.

Contributions to the employee's HSA and/or VEBA will cease on the date the employee is no longer covered by the MSI Medica Choice Passport ASO 3750-0% HSA Plan or MSI Medica Choice Passport ASO 5000-0% HSA Plan.

Section 4. Payment of Insurance: SWWC shall make a payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. The out-of-pocket premium cost will be deducted over 17 paychecks beginning September 15 through May 15. HSA contributions by the employer will be made over 20 paychecks beginning September 15 through June 30. If as a result of a qualifying event, insurance coverage ends during the year, the employee will be reimbursed for any over payment of insurance premiums.

Section 5. Duration of Insurance Contribution: An employee is eligible for SWWC contribution as provided in the Master Agreement as long as the employee is employed by SWWC and enrolled in SWWC's group health and hospitalization insurance plan. Upon termination of employment, all SWWC contribution shall cease.

Section 6. Employees shall be required to enroll in one of the health plans offered by SWWC; the only exception is an eligible waiver for other group coverage. No substitute in cash will be paid.

Section 7. Claims Against SWWC: SWWC's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against SWWC as a result of a denial of insurance benefits by an insurance carrier.

Section 8. Life Insurance: SWWC shall provide term life insurance of \$20,000 and no supplemental life insurance. The premium shall be paid by SWWC.

Section 9. Long-Term Disability Insurance: SWWC shall provide long-term disability coverage for eligible employees with SWWC paying the premium.

Section 10. Employer-Sponsored Group Medicare Supplemental Insurance for Employees and Dependents.

Subd. 1. 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 available on the Intranet or by request from SWWC.

Subd. 2. 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.

A. 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.

B. 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.

Subd. 3. 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 during the term of this collective bargaining agreement ("Agreement"). In no event shall this agreement 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 during the term of this agreement be provided any such vested rights. Nothing in this agreement requires the employer to maintain a group health plan or a Medicare Supplemental Insurance beyond the term of hereof. If and to the extent that future agreements provide for group health coverage, these agreements may result in changes to the employer's group health plan and Medicare Supplemental Insurance, including but not limited to changes in required contributions, covered procedures, available providers, deductibles, co-pays, or co-insurance. No modification of the terms of this agreement shall be effective unless it is in writing and signed on behalf of the employer and the union. No oral representation concerning the interpretation or effect of this agreement shall be effective to amend the agreement. Employer shall not be bound to provide any benefit deemed not to comply with state or federal law.

## **ARTICLE IX** **LEAVES OF ABSENCE**

Section 1. Sick Leave: Each eligible employee shall earn sick leave at the rate of eighty (80) hours for each year of service in the employ of SWWC. Sick leave may be accumulated to 120 days.

Subd. 1. Medical Certificate: SWWC may require an employee to furnish a medical certificate from a qualified physician as evidence of illness and/or disability. A request for a certificate shall be made before the sick day or within 24 hours after.

Subd. 2. Deduction: Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 3 Approval: Sick leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available in each site office or on the Intranet.

Section 2: Personal Leave:

Subd. 1. Employees who have completed their probationary period may be granted a leave at the discretion of SWWC of no more than twenty-four (24) hours per year, non-accumulative, for situations that arise requiring the employee's personal attention which cannot be attended to when work is not in session and which are not covered under other provisions of this Agreement.

Subd. 2. Requests for personal leave must be made in writing to the executive director or his/her designee at least three days in advance, except in the event of emergencies.

Subd. 3. A personal leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the work year.

Subd. 4. Employees who complete the school year shall be compensated for unused personal leave which will be added to their final paycheck at their daily rate of pay.

Section 3. Bereavement Leave: Eligible employees will be able to access up to twenty-four (24) hours of bereavement leave per year, non-accumulative, to be used first before taking out of sick leave bank for qualifying event(s). "Immediate family" is defined as the employee's spouse, child, step-child, parent, step-parent, brother, sister, spouse's parent, grandparent, or other relative living in the same household as the employee.

After the Bereavement Leave has been exhausted, employees may request up to two additional days of leave. Those days will be deducted from sick leave. The specific amount of leave allowed is subject to the discretion of the Executive Director, depending on the circumstances.

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. 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. Workers' Compensation: Pursuant to M.S. Ch. 176, an employee injured on the job in the service of SWWC and collecting workers' compensation insurance may draw sick leave and receive full salary from SWWC if the employee turns insurance payments for lost time over to SWWC or the employee may keep the insurance payments received for lost time and his/her salary will 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.

Section 6. Jury Service: 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 SWWC.

Section 7. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 8. Insurance Application: An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave and shall pay to SWWC the monthly premium in advance, except as otherwise provided in Section 6. of this article. In the event the employee is on paid leave from SWWC under Section 1. of this article or supplemented by sick leave pursuant to Section 2. of this article, SWWC will continue insurance contributions as provided herein until sick leave is exhausted. Thereafter, the employee must pay the entire premium for any insurance retained after the exhaustion of sick leave.

Section 8. Educational Leave: Employees with a minimum of five (5) years of service to SWWC may apply to SWWC and may receive an unpaid educational leave of absence for up to one (1) year to pursue further education or training that will benefit SWWC. The employee shall notify SWWC by April 1st in the event he or she is not returning from the leave. Upon return from such leave, the employee shall be returned to the same or a similar position he/she left at the time of the approved leave.

Section 9. Unpaid Leave of Absence: Upon prior application and approval of the Board, an unpaid leave of absence for up to one (1) year may be granted to an employee. Benefits to which an employee was entitled at the time his/her leave of absence commenced, including seniority, unused accumulated sick leave, and position on the salary schedule, shall be restored to him/her upon return. Upon return from such leave, the employee shall be returned to the same or similar position he/she left at the time of the approved leave.

Section 10. Medical Leave:

Subd. 1. Eligibility: An employee who has completed the initial introductory period, who is unable to perform duties because of illness or injury and who has exhausted all sick leave credit available or has become eligible for long term disability compensation shall, upon written request, be granted a medical leave of absence without pay for up to six (6) months. This leave may be renewed at the discretion of SWWC.

Subd. 2. Request: A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Section 11. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which had accrued at the time leave commenced. No credit shall accrue for the period of time that an employee was on unpaid leave.

## **ARTICLE X** **HOURS OF SERVICE AND DUTY YEAR**

Section 1. Basic Work Week: The regular work week, exclusive of lunch, shall be prescribed by SWWC.

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

Section 3. 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 employees.



Section 4. Shifts and Starting Time: All employees will be assigned starting times and shifts as determined by SWWC.

Section 5. Full-Time and Part-Time Employees: Full benefits are designed for full-time employees. Employees who work 30 hours or more per week are eligible for full benefits. Part-time employees who work less than 30 hours per week will not be eligible for any benefits.

Section 6. Lunch Period: Employees shall be provided a duty-free lunch period of at least thirty (30) minutes. Any employee directed to work by their supervisor during their normal duty-free lunch period because of staffing concerns, emergencies, medical issues, or other circumstances shall be paid for that thirty minutes.

Section 9. Emergency Closing: An eligible employee will have 24 hours to apply to any time lost for an emergency late start or early closing. Hours shall be paid at the employee's current rate of pay. In the event school is not in session for an entire day due to an emergency, employees will be allowed to use emergency closing leave. All employees are still expected to work the make-up day(s) that result from this emergency.

Subd. 1. E-Learning Days: Eligible employees will be able to access up to five (5) days per year, non-accumulative, of leave to use on designated E-Learning days.

## ARTICLE XI HOLIDAY

Section 1. Holiday: Eligible employees will receive pay for two holidays based on their regular workday on the first payroll in January and first payroll in April.

## ARTICLE XII MISCELLANEOUS PROVISIONS

Section 1. Notification of Positions: When a new position or position vacancy occurs within the bargaining unit, the position opening shall be posted at each site and SWWC website. Qualified employees in the bargaining unit shall have the opportunity to apply during the posting period. SWWC shall attempt to place the most qualified person applying into said position. However, SWWC reserves the right to ensure that the most qualified person is placed in any position. SWWC may also place a substitute into said position on a temporary basis to meet immediate needs.

Section 2. Transfer: An employee may apply for a transfer to any position posted as a vacancy. Such application shall be made to the Director of SWWC.

Section 3: Reimbursement for Damages: An employee may request reimbursement for the cost of replacement or repair of personal property damaged or destroyed while the employee is engaged in the performance of his/her assigned duties. The maximum reimbursement is \$500 per incident based on receipts and/or a police report. The incident must also be reported to the director in charge within forty-eight (48) hours. Reimbursement made under this Article is gratuitous payment and does not indicate that SWWC has accepted liability for the incident.

Section 4. Substituting: Under no circumstances shall a bargaining unit member be asked and/or required to substitute for a licensed teacher, unless the employee has the appropriate licensure.

Section 5. Extended Contracts: Employees employed for an extended number of days shall be compensated at their normal rate of pay.

**ARTICLE XIII**  
**GRIEVANCE PROCEDURE**

Section 1. Definitions: The words defined in this part have the meanings given them.

Subd. 1. Bureau: "Bureau" means the Bureau of Mediation Services.

Subd. 2. Grievance: "Grievance" means a dispute or disagreement by an employee or group of identified employees regarding the application or interpretation of any term of a contract or disagreement regarding the existence of just cause in the discipline of any employee or the termination of non-probationary employees.

Subd. 3. Grievant: "Grievant" means an individual employee, group of employees, or the exclusive representative that files a grievance as defined in Subd. 2 above.

Section 2. Interpretations:

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

Subd. 2. Days. "Days" means calendar days.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by this Article, the day of the act or event or default upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.

Subd. 4. Service: Filing or service of any notice or document required by this Agreement shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address within the time period prescribed, or by electronic mailing.

Section 3. Representation. The grievant(s), administrator(s) or SWWC may be represented during any step of the procedures by any person or agent designated by such party to act on the party's behalf.

Section 4. Time Limitation and Waiver: A grievance shall not be valid for consideration unless the grievance is submitted to SWWC's designee in writing, signed by the grievant(s), setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty-one (21) days after the date that the first event giving rise to the grievance occurred or when the violation was first known or should have been known. Failure to file any grievance within such period shall be deemed a waiver of that grievance. Failure to appeal a grievance from one level to another within the time period provided below shall constitute a waiver of the grievance. An effort shall be made to adjust an alleged grievance informally between the employee and the SWWC designee.

Section 5. Grievance Procedures:

Subd. 1. Step One: When an employee or group of employees has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee's immediate supervisor within 21 days after the employee should have had knowledge of the event or act giving rise to the grievance. If the grievance is not resolved through informal discussion, the supervisor of the employee shall respond in writing to the grievant within ten (10) days after the grievance is presented.

Subd. 2. Step Two: If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in Step One, a written grievance may be appealed/moved to the Human Resources Supervisor provided such appeal is made in writing within 10 (ten) days after the supervisor's response was sent. The Human Resources Supervisor shall meet with the grievant within five (5) days after service of the appeal of the written grievance and both parties shall attempt to resolve the grievance. The Human Resources Supervisor shall serve a written response to the grievance on the grievant within ten (10) days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.

Subd. 3. Step Three: If the grievance is not resolved under Step Two, the grievant may appeal, provided such appeal is made in writing and served upon the Executive Director or Deputy Executive Director within ten (10) days after the written response required by Step Two) was sent. The grievant shall meet with the Executive Director or, at the Executive Director's discretion, the Deputy Executive Director within five (5) days of service of the written appeal of the grievance and they shall attempt to resolve the matter. The Executive Director or designee shall serve a written response to the grievance on the grievant within ten (10) days of the meeting.

Subd. 4. Board Review. The SWWC Board reserves the right to review any decision issued under Steps One through Three of this procedure provided the Board or its representative notifies the parties of the intention to review within ten (10) days after the decision has been rendered. In the event the Board reviews a grievance under this section, the Board reserves the right to reverse or modify such decision and, at its option, have the matter reviewed by a committee or representative(s) of the Board. Any decision of the Board shall be made within twenty (20) days of its notice of review.

Subd. 5. Denial of Grievance: Failure by SWWC or its representatives to issue a decision within the time period provide in this Article shall constitute a denial of the grievance, and the grievant(s) may appeal it to the next level.

## Section 6. Arbitration:

Subd. 1. Referral to Arbitration: In the event that the grievant(s) and SWWC are unable to resolve the grievance, the grievance may be submitted to arbitration by serving written notice on the Director within ten (10) days after the response required by Step Three) or the Board's decision was sent.

Subd. 2. Selection of Arbitrator: Within ten days of the service of written notice of intent to arbitrate, the Executive Director or designee shall consult with the grievant and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau, provided such a request is made within twenty (20) days after the request for arbitration. The parties shall alternately strike names from a list of five (5) names to be provided by the Bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau with in the time period provided in this Article shall constitute a waiver of the grievance.

Subd. 3. Arbitrator's Authority: The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract or to consider any grievance that has not

been first duly processed in accordance with the grievance and appeal procedures. The decision and award of the arbitrator shall be final and binding upon both parties.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person(s) as they may choose, 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 related to the issues before the arbitrator.

Subd. 5. Decision: Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Arbitration Expenses: The parties shall share equally the arbitrator's fees and expense, which the parties mutually agree are necessary for the conduct of the arbitration. Including the cost of the transcript or recording if requested by either or both parties. Each party shall bear its own expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs relating to presenting the case in arbitration. A transcript or recording of the hearing shall be made at the request of either party. The cost of the transcript or recording shall be paid for by the requesting party. Cancellation fees shall be paid by the party requesting the cancellation.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to the grievances property before him/her pursuant to the terms of this procedures. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined in this Article; 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 SWWC, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

#### Section 7. Processing of Grievances:

Subd. 1. Release Time: To the fullest extent feasible, the processing of grievances shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to this Article, whenever such release is consistent with the ability of the employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subd. 2. Waiver of Steps: The parties may by written mutual agreement waive participation in the grievance steps and may similarly agree to extend the time limits established in this Article.

Subd. 3. Time Limits: A failure to raise a grievance within the time limits specified in this Article or to initiate action at the next step of the procedure in this Article within the time limits provided shall result in forfeiture by the grievant of the right to pursue the grievance.

Section 8. Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of

which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article, or, if the grievance is pending in the grievance procedures, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

**ARTICLE XIV**  
**DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on its date July 1, 2020 through June 30, 2022, and thereafter as provided by 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 one hundred and sixty (60) days prior to said expiration. The provisions of any new contract shall be fully retroactive to July 1, 2020 unless specifically excluded from retroactivity by the provisions of this contract. It is understood that any retroactive provisions of this contract are intended for those staff employed at the signing of this Agreement.

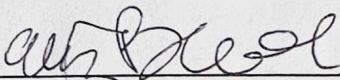
Section 2. Effect: This Agreement constitutes the full and complete Agreement between the Board and the Exclusive Representative. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, SWWC policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

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 except by mutual 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.

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

FOR the SWWC Direct Student Staff  
Educational Support Professionals

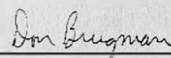
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Dated this 31 day of May, 2023.

FOR the Southwest West Central Service  
Cooperative

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Clerk

Dated this 31<sup>st</sup> day of May 2023.

**DSS Salary Schedule**

**SCHEDULE A**  
(paraprofessionals)

<u>STEP</u>	<u>2022-23</u>	<u>2023-24</u>
0	18.00	19.00
1	18.25	19.25
2	18.50	19.50
3	18.75	19.75
4	19.00	20.00
5	19.40	20.40
6	19.80	20.80
7	20.20	21.20
8	20.60	21.60
9	21.00	22.00
10	21.50	22.50
11	22.00	23.00
12	22.50	23.50
13	23.00	24.00
14	23.50	24.50
15	24.00	25.00

**SCHEDULE B**  
(COTA, PTA, SLPA, LPN/Health Para,  
Interpreter of DHH, Intervener and  
Interpreter/Translator)

<u>STEP</u>	<u>2022-23</u>	<u>2023-24</u>
0	25.00	26.00
1	25.30	26.30
2	25.60	26.60
3	25.90	26.90
4	26.20	27.20
5	26.65	27.65
6	27.10	28.10
7	27.55	28.55
8	28.00	29.00
9	28.45	29.45
10	29.00	30.00
11	29.55	30.55
12	30.10	31.10
13	30.65	31.65
14	31.20	32.20
15	31.75	32.75

<b>Schedule C</b>	
<b>Type</b>	<b>Amount/Language</b>
Signing Bonus	If SWWC determines a position as hard to fill, Administration may offer a signing bonus to those who are hired up to \$3,000
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.

MEMORANDUM OF UNDERSTANDING

**WHEREAS**, there is in existence a Collective Bargaining Agreement between Southwest West Central Service Cooperative Administration, (hereinafter "SWWC") and the Southwest West Central Direct Student Services Association, Education Minnesota, (hereinafter "DSS") the current of which covers July 1, 2022 through June 30, 2024.

**WHEREAS**, the parties have reached an agreement regarding further training for Special Education Paraprofessional.

**THEREFORE**, SWWC will implement Special Education Paraprofessional Differentiation training as follows:

1. **Level I training:** This will be required by all Special Education Paraprofessionals working within our Educational Learning Centers at SWWC. This will need to be completed within their first year of employment. It will be one of the components needed to be considered "highly qualified."
2. **Level II training:** This is optional and can be completed once an employee has successfully completed their probationary period and met all of the criteria met in the Level I training. Moving to Level II would result in a \$1.00 hourly rate increase.
3. **Level III training:** This is optional and can be completed once an employee has successfully completed at least one year as a Level II Special Education Paraprofessional and met all of the criteria in the Level II training. Moving to Level III would result in an additional \$1.50 hourly rate increase.

Criteria for each training can be found here: [>>Paraprofessional Differentiation](#)

**BE IT HEREBY RESOLVED**, the parties agree that this MOU cannot be considered to be evidence in any future issues pertaining to the parties, cannot be used as evidence in any court or arbitration proceeding, is not evidence of a past practice, and is based on the special circumstances existing in this unique situation.

SWWC DIRECT STUDENT SERVICES ASSOCIATION

  
\_\_\_\_\_  
President/Chief Negotiator

9/5/23  
\_\_\_\_\_  
Date



SOUTHWEST WEST CENTRAL SERVICE COOPERATIVE

*Meydan A. Mee*

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Chair

*Don Brugman*

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Clerk

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June 28<sup>th</sup>, 2023

Date