

MASTER AGREEMENT

between

**DISTRICT NO. 288
SOUTHWEST METRO INTERMEDIATE DISTRICT
(SWMetro)**

and

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION
(MSEA)
ST. PAUL, MINNESOTA**

July 1, 2023 through June 30, 2025

MSEA SW METRO 2023-25 CONTRACT

TABLE OF CONTENTS

		Page
ARTICLE I	PURPOSE	
	Section 1. Parties	5
ARTICLE II	RECOGNITION OF EXCLUSIVE REPRESENTATIVE	
	Section 1. Recognition	5
	Section 2. Appropriate Unit	5
ARTICLE III	DEFINITIONS	
	Section 1. Terms and Conditions of Employment	5
	Section 2. Description of Appropriate Unit	5
	Section 3. SWMetro	6
	Section 4. Work Year	6
	Section 5. Work Year Extension	6
	Section 6. Interim/Substitute Employees	6
	Section 7. Standard Work Day	7
	Section 8. Full-Time Employees	7
	Section 9. Part-Time Employees	7
	Section 10. Other Terms	7
ARTICLE IV	GOVERNING BOARD RIGHTS	
	Section 1. Inherent Managerial Rights	7
	Section 2. Management Responsibilities	7
	Section 3. Effect of Laws, Rules, and Regulations	7
	Section 4. Reservation of Managerial Rights	8
ARTICLE V	EMPLOYEE RIGHTS	
	Section 1. Rights to Views	8
	Section 2. Right to Join	8
	Section 3. Request for Dues Check-off	8
	Section 4. Personnel Files	9
	Section 5. Access to School Facilities	9
	<u>Section 6. Notification and Access to Employee Information</u>	<u>9</u>
	<u>Section 7. Union Meeting with New Employees</u>	<u>9</u>
ARTICLE VI	RATES OF PAY	
	Section 1. Contract Continuation	10
	Section 2. Pay Checks	10
	Section 3. Classification	10
	Section 4. Rates of Pay	10
	Section 5. Pay Rate for Temporary Job	10
	Section 6. Emergency Closing	10
	Section 7. Overtime	11
	Section 8. Longevity	11
	Section 9. Shift Differential for Custodians	11

MSEA SW METRO 2023-25 CONTRACT

	Section 10. Boiler License Stipend	12
	Section 11. Boiler License Reimbursement	12
ARTICLE VII	HOURS OF SERVICE	
	Section 1. Basic Work Week and Year	12
	Section 2. Temporary/Casual Employees	12
	Section 3. Lunch Period and Rest Breaks	12
	Section 4. Notification of Assignment	12
	<u>Section 5. Employees in Their First Year of Employment</u>	<u>13</u>
ARTICLE VIII	GROUP INSURANCE	
	Section 1. Selection of Carrier	<u>123</u>
	Section 2. Health and Hospitalization	13
	Section 3. Long-Term Disability Insurance	14
	Section 4. Life Insurance	14
	Section 5. Open Enrollment	14
	Section 6. Duration of Insurance Contribution	14
	Section 7. Claims Against SWMetro	14
	Section 8. Insurance Committee	<u>145</u>
ARTICLE IX	LEAVE OF ABSENCE	
	Section 1. Illness/Bereavement Leave	<u>165</u>
	Section 2. Medical Leave	<u>167</u>
	Section 3. Family and Medical Leave	<u>167</u>
	Section 4. Insurance Application	<u>168</u>
	Section 5. Credit	<u>168</u>
	Section 6. Eligibility	<u>178</u>
	Section 7. Unpaid Child Care Leave	<u>178</u>
	Section 8. Jury Duty, Witness Leave	<u>189</u>
	Section 9. Workers Compensation	<u>189</u>
	Section 10. Personal Leave	<u>189</u>
	Section 11. Other Leaves	<u>1820</u>
	Section 12. MSEA Leave	<u>1920</u>
	Section 13. Educational Leave	<u>1921</u>
ARTICLE X	HOLIDAYS	
	Section 1. Paid Holidays	<u>1921</u>
	Section 2. Weekends	<u>2022</u>
	Section 3. School in Session	<u>2022</u>
ARTICLE XI	VACATIONS	
	Section 1. Eligibility	<u>2022</u>
	Section 2. Earned Vacation	<u>2022</u>
	Section 3. Applications	<u>2122</u>
	Section 4. Vacation Carryover	<u>2123</u>

MSEA SW METRO 2023-25 CONTRACT

ARTICLE XII	PROBATIONARY PERIOD, DISCIPLINE & DISCHARGE	
	Section 1. Probationary Period	<u>2423</u>
	Section 2. Just Cause	<u>2423</u>
	Section 3. Progressive Discipline	<u>2423</u>
	Section 4. Meetings to Discuss Discipline Measures	<u>2424</u>
	Section 5. Discharge Due Process	<u>2424</u>
	Section 6. Disciplinary Action Records	<u>2424</u>
ARTICLE XIII	VACANCIES, POSTINGS AND TRANSFERS	
	Section 1. Postings	<u>2324</u>
	Section 2. Application for Vacancies	<u>2325</u>
	Section 3. Increases in Hours	<u>2325</u>
	Section 4. Transfers	<u>2325</u>
	Section 5. Voluntary Termination and Re-employment	<u>2325</u>
ARTICLE XIV	SENIORITY, REDUCTION, LAYOFF AND RECALL	
	Section 1. Seniority Recognition	<u>2426</u>
	Section 2. Classifications	<u>2426</u>
	Section 3. Seniority Date	<u>2526</u>
	Section 4. Layoff/Reduction Notice	<u>2526</u>
	Section 5. Layoff/Reduction	<u>2526</u>
	Section 6. Reduction in Hours	<u>2527</u>
	Section 7. Recall	<u>2627</u>
	Section 8. Termination of Seniority	<u>2627</u>
	Section 9. Seniority List	<u>2628</u>
	Section 10. New Positions and Classifications	<u>2628</u>
ARTICLE XV	WELLNESS BENEFITS	
	Section 1. Health Care Savings Plan	<u>2628</u>
	Section 2. Wellness Pay	<u>2728</u>
ARTICLE XVI	GRIEVANCE PROCEDURE	
	Section 1. Procedure	<u>2729</u>
ARTICLE XVII	403(B) TAX DEFERRED ANNUITY MATCH	
	Section 1. Eligibility	<u>2729</u>
	Section 2. Amount	<u>2729</u>
	Section 3. Enrollment	<u>2829</u>
	Section 4. Renewal	<u>2829</u>
ARTICLE XVIII	PROFESSIONAL GROWTH AND TRAINING	
	Section 1. In-Service Training	<u>2830</u>
	Section 2. Professional Growth Incentives	<u>2830</u>
ARTICLE XIX	GENERAL PROVISIONS	
	Section 1. Mileage	<u>2931</u>

MSEA SW METRO 2023-25 CONTRACT

Section 2. Insurance Required	<u>2931</u>
Section 3. Eye Glasses/Contacts/Hearing Aids/Clothing Reimbursement	<u>3032</u>
Section 4. Job Descriptions	<u>3032</u>
Section 5. Job Re-evaluation	<u>3032</u>
Section 6. Employee Notification of Violent Behavior by Students	<u>3032</u>
Section 7. Meet and Confer	<u>3032</u>
Section 8. Safety Committee	<u>3033</u>
Section 9. Labor Management Committee	<u>3033</u>
Section 10. Recruitment Stipend	<u>33</u>
<hr/>	
ARTICLE XX DURATION	
Section 1. Terms and Reopening Negotiations	<u>3433</u>
Section 2. Effect	<u>3433</u>
Section 3. Finality	<u>3433</u>
SIGNATURE PAGE	<u>344</u>
APPENDIX A: Wages 2023-25	<u>325</u>
APPENDIX B: BMS Grievance Procedure	<u>336</u>
APPENDIX C: Insurance Settlement	<u>40</u>
<hr/>	
LETTERS OF AGREEMENT	
Implementation of Contract	<u>3741</u>
MSEA Unit Description	<u>3842</u>
Work Communications	<u>4243</u>
Mentoring	<u>XX</u>

MSEA SW METRO 2023-25 CONTRACT

ARTICLE I PURPOSE

Section 1. Parties: This agreement is entered into between District No. 288, SouthWest Metro Intermediate District, Shakopee, Minnesota, hereinafter referred to as SWMetro, or the District, and the Minnesota School Employees Association, hereinafter referred to as exclusive representative or MSEA, pursuant to and in compliance with the Public Employment Labor Relations Act as amended, hereinafter referred to as the P.E.L.R.A.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., SWMetro recognizes MSEA as the exclusive representative for childcare workers, custodians, food service workers, paraprofessionals and identified support staff employed by SWMetro, who are public employees within the meaning of Minn. Stat. § 179A.03, Subd. 14, excluding supervisory and confidential employees who are employed by SW Metro, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as prescribed in the provisions of this agreement.

Section 2. Appropriate Unit: MSEA shall represent all such employees of SWMetro contained in the appropriate unit as defined in Article III, Section 2, of this Agreement and the P.E.L.R.A. and certified by the Commissioner of the Bureau of Mediation Services (BMS).

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 employer payment of, or contribution to, premiums for group insurance coverage for retired employees, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Description of Appropriate Unit: For purposes of this Agreement, the term appropriate unit shall mean childcare workers, custodians, food service workers, paraprofessionals, and identified support staff employed by SWMetro, who are public employees within the meaning of Minn. Stat. § 179A.03, Subd. 14, excluding: supervisory and confidential employees, who are employed by SWMetro. For the purposes of identifying unit membership, the normal workweek shall be defined as 36 hours for paraprofessionals, 40 hours for custodians, 37.5 hours for child care educators, 30 hours for child care aides and food service workers, and 40 hours for all other classifications.

MSEA SW METRO 2023-25 CONTRACT

Section 3. SWMetro: For purposes of administering this Agreement, the term "SWMetro" shall mean the Governing Board or its designated representative.

Section 4. Work Year: Each work year shall start on July 1 and end on June 30 for the purposes of days worked calculation.

Subd. 1 Less Than 11-Month Employees: For all employees who work less than 11 months, the work year, excluding paid holidays as defined in Article X and staff development training time shall be at least equal to the number of student contact days at the site or program to which the employee is assigned, unless a lesser or greater number is set at the time of the establishment of a position/program. Holidays as defined in Article X and staff development time shall be in addition to the number of workdays in an employee's work year.

Subd. 2. Eleven (11) Month Employees: The work year for eleven-month employees shall be forty-seven (47) weeks per year, 235 days per year. The workweek shall consist of five (5) consecutive days per week and a minimum of seven (7) hours per day exclusive of duty-free lunch period. Holidays as defined in Article X, vacation and staff development training time shall be in lieu of a workday or partial workday.

Subd. 3. 12-Month Employees: Employees who work twelve-months shall have a work year of 260 days per year. The workweek shall consist of five (5) consecutive days per week and a minimum of seven (7) hours per day exclusive of duty free lunch period. Holidays as defined in Article X, vacation and staff development training time shall be in lieu of a workday or partial workday.

Section 5. Work Year Extension: Should SWMetro require that an employee work a longer work year than originally required at the start of the year, that employee shall have their benefits recalculated to reflect the employee's actual work year.

Section 6. Interim/Substitute Employees:

Subd. 1. Definition of Interim/Substitute Employee: For the purposes of this Agreement, an interim or substitute employee shall be defined as a person who is employed by SWMetro on an at-will basis in a unit position.

Subd. 2. Status: Interim/Substitute employees shall not be covered by this Agreement.

Subd. 3. Retroactive Benefits: When the School Board appoints a person to fill a vacant position, if that person had been continuously employed in that position as an interim employee, all benefits, including seniority shall retroactive to the first day of employment in the position with the exception of any insurance.

Section 7. Standard Work Day: An employee's standard work day shall be the number

MSEA SW METRO 2023-25 CONTRACT

of hours specified in his/her Notice of Tentative Assignment, or in the most recent notice of change in assignment as approved by the Governing Board.

Section 8. Full-Time Employees: For the purpose of this Agreement, a full-time employee shall be defined as an employee whose workweek assignment is thirty (30) hours per week or more in the contract year. This does not include temporary, casual or substitute employees who have not achieved public employment status under PELRA or met the unit inclusion threshold in his/her position.

Section 9. Part-Time Employees: For the purpose of this Agreement, a part-time employee shall be defined as an employee whose workweek assignment is less than thirty (30) hours per week in the contract year. This does not include temporary, casual or substitute employees who have not achieved public employment status under PELRA or met the unit inclusion threshold.

Section 10. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV GOVERNING BOARD RIGHTS

Section 1. Inherent Managerial Rights: MSEA recognizes that SWMetro 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. Management Responsibilities: The exclusive representative recognizes the right and obligation of the Governing Board to efficiently manage and conduct the operation of SWMetro within its legal limitations and with its primary obligation to provide educational opportunity for the students of SWMetro.

Section 3. Effect of Laws, Rules and Regulations: MSEA recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Governing Board and shall be governed by the laws of the State of Minnesota, and by school board rules, regulations, directives and orders, issued by properly designated officials of SWMetro. MSEA also recognizes the rights, obligation and duty of the school board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the Governing Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. MSEA also recognizes that the Governing Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any

MSEA SW METRO 2023-25 CONTRACT

provision of this Agreement found to be in violation of any such laws, rules, 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 management functions not expressly delegated in the Agreement are reserved to SWMetro.

ARTICLE V EMPLOYEE RIGHTS

Section 1. Rights to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or representative to the expression or communication of a view, grievance, complaint or opinion on 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 MSEA.

Section 2. Right to Join: Pursuant to P.E.L.R.A., 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 employees of such unit with SWMetro.

Section 3. Request for Dues Check Off: MSEA 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 rights to dues check off. Upon receipt of a properly executed authorization card of the employee involved, SWMetro will deduct from the employee's pay check the dues the employee has agreed to pay to the employee organization in equal installments, beginning with the first pay period in October or the first pay period after receipt of an authorization card for new employees, and continuing through June.

Subd. 1. Payroll Deductions. Pursuant to Minn. Stat. § 179A.06, the Employer will deduct from the regular payroll: MSEA dues for those employees in the bargaining unit who are members of MSEA and who have requested in writing to have their regular MSEA dues paid by payroll deduction.

Subd. 2. Remission of Withheld Funds. The aggregate of funds deducted and withheld from all employees in the bargaining unit shall be remitted by SWMetro together with an itemized statement to MSEA no later than ten (10) days following the end of each payroll period.

MSEA SW METRO 2023-25 CONTRACT

Subd. 3. MSEA Lists. SWMetro shall report to MSEA the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

Section 4. Personnel Files: All personnel files shall be available during regular school business hours to each individual employee upon twenty-four (24) hour written notice. Personnel files are defined as the file maintained in the SWMetro office, the payroll history file, the health and life insurance files and other data that is deemed to be public data or private data on individuals as defined in the Minnesota Data Practices Act. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein. SWMetro may destroy such files as provided by law. SWMetro must expunge from an employee's file any material found to be false or inaccurate or challenged as allowed by the Minnesota Data Practices Act.

Section 5. Access to School Facilities: MSEA shall have the right to the use of school buildings and facilities in accordance with SWMetro's policies; rules and regulations, provided such use shall not interfere with normal school activities and functions. MSEA shall also have the right to use SWMetro's mailboxes, email, web site, bulletin boards and other similar SWMetro media to provide notice to MSEA members about local Union business concerning the entire MSEA membership. SWMetro mailboxes, email, web site, bulletin boards and other similar SWMetro media should not be utilized by MSEA for any political purpose other than MSEA business and MSEA leadership. SWMetro reserves the right to assess charges for additional custodial and operational expense beyond normal maintenance costs resulting from such use.

Section 6. Notification and Access to Employee Information: The District shall notify the Exclusive Representative of all new staff eligible to be represented by the Exclusive Representative) hired by the Board within one week of Board action to hire.

- (a). Notification shall include the new employee's: name, job title, worksite location, home address, work telephone number, home and personal cell phone numbers, date of hire, and work and personal email address to the extent on file with the District.
- (b). Beginning January 1, 2024, the District will provide the following information for all bargaining unit employees to the exclusive representative: name, job title, worksite location, home address, work telephone number, home and personal cell phone numbers, date of hire, and work and personal email address to the extent on file with the District.
- (c). The District will notify the exclusive representative within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

Section 7. Union Meeting with New Employees: The District will allow the exclusive representative to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for up to 30 minutes within 30 calendar days from the

MSEA SW METRO 2023-25 CONTRACT

date of hire. The new employee has the right to meet or decline the invitation to meet with the exclusive representative.

ARTICLE VI RATES OF PAY

Section 1. Contract Continuation: In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to his/her current rate until a successor agreement is entered into. The remainder of this Agreement shall remain in full force and effect until a successor agreement is entered into. Any changes to rates of pay or benefits shall be retroactive as negotiated upon for all employees who are or have worked during the contract period.

Section 2. Pay Checks: Payroll will be distributed twice monthly according to the established pay schedule.

Section 3. Classification: Employees represented by the Exclusive Representative herein shall be employed in classifications and positions as set forth in this Agreement.

Section 4. Rates of Pay: If an employee's effective date of employment is prior to March 1 of the current school year, the employee's hourly rate shall be paid from his/her effective date of employment through the end of the current school year. If an employee's effective date of employment is on or after March 1 of the current school year, the employee shall remain at their initial hire step through the end of the next school year. For rates of pay see Appendix A.

Section 5. Pay Rate for Temporary Job: When an employee substitutes for another employee who earns a higher rate of pay in a higher paid classification the employee shall then receive a higher rate of pay in that job grouping on the employee's same step relative to the job for the duration of such duties beginning on the first day of the assignment. An employee required to fill a lower rate job temporarily shall receive their regular rate while working that job, including any differentials and stipends.

Section 6. Emergency Closings: As a general rule, programs run by the District follow the schedule (in terms of late start, early release, and school closing) of the member district in which the District program is located. If there is an emergency situation limited to a District program or building, the decision to close school shall be made by District administration. If ~~more than two (2) full days are used for school closings during a year~~ emergency closings reduce student contact hours below minimum state requirements, the time must be made up in a manner approved in writing by District administration.

During an emergency closing, staff may utilize illness/bereavement leave or, if determined safe and thereby allowed by District administration, staff may report to their worksite for all or a portion of the work day rather than utilize illness/bereavement leave.

MSEA SW METRO 2023-25 CONTRACT

Subd. 1. Late Start for Students: When conditions make it necessary for students to arrive after the normal start of the school day, individual employees are encouraged to report at the normal starting time or as soon as safely possible thereafter. Employees shall report at least by the time appropriate for an orderly arrival of students and should not interpret this provision to mean an automatic two hours after the normal start time of the employee. Employees shall be paid for all hours scheduled for any late starts.

Subd. 2. Early Release: When conditions make it necessary for students to be sent home from school early, employees shall remain until an orderly dismissal of students has been completed. Early release of custodial staff is at the discretion of the Administration. Employees shall be paid for all hours scheduled for any early release.

Subd. 3. School Closing: ~~When school is closed for the entire day due to weather, order, or other emergency, and the employee is not required to report for duty, the employee shall be paid for all hours scheduled that day. Employees are not required to make up the first two emergency closings of any fiscal year. Employees, excluding custodians/head engineers, are not required to report on emergency closing days. If custodians/head engineers are required to report, they will be given compensatory hours for the hours worked on a day when school is closed for the first two days. These hours may be used on non-student days later in the school year.~~

Section 7. Overtime: Overtime at time and one - half rate shall be paid for all hours worked in excess of forty (40) hours per week. All overtime requires prior approval from the designated supervisor whenever possible. For these purposes, contract holidays are considered hours worked, but vacation, sick leave, and personal leave are not.

Section 8. Longevity: Employees shall receive longevity pay in addition to the employee's hourly rate of pay for all hours worked in the unit.

Employees shall have the stipend amount listed below added to their hourly rate.

	<u>Effective July 1, 2021</u>	<u>Effective July 1, 2022</u>
Beginning year 8 through year 11	\$0.80 per hour	\$1.00 per hour
Beginning year 12 through year 15	\$1.45 per hour	\$1.65 per hour
Beginning year 16 through year 19	\$2.15 per hour	\$2.35 per hour
Beginning year 20 through year 24	\$2.90 per hour	\$3.10 per hour
Beginning year 25 and through year 29	\$3.70 per hour	\$3.90 per hour

MSEA SW METRO 2023-25 CONTRACT

<u>Beginning year 30 and continuing</u>	<u>\$4.50 per hour</u>	<u>\$4.70 per hour</u>
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<u>Beginning year 8 through year 11</u>	<u>\$1.00 per hour</u>
<u>Beginning year 12 through year 15</u>	<u>\$1.65 per hour</u>
<u>Beginning year 16 through year 19</u>	<u>\$2.35 per hour</u>
<u>Beginning year 20 through year 24</u>	<u>\$3.10 per hour</u>
<u>Beginning year 25 and through year 29</u>	<u>\$3.90 per hour</u>
<u>Beginning year 30 and continuing</u>	<u>\$4.70 per hour</u>

Section 9. Shift Differential For Custodians: An additional two dollars (\$2.00) per hour shall be added to all hours worked for any shift that has the majority of hours worked after 2:00 PM each day.

Section 10. Boiler License Stipend: Custodians and Engineers having a boiler license shall receive the following stipend per hour added to the employee's hourly rate of pay for all hours paid:

	<u>Effective July 1, 2021</u>	<u>Effective July 1, 2022</u>
<u>Chief License</u>	<u>\$.60 per hour</u>	<u>\$.70 per hour</u>
<u>1st Class License</u>	<u>\$.50 per hour</u>	<u>\$.60 per hour</u>
<u>2nd Class License</u>	<u>\$.40 per hour</u>	<u>\$.50 per hour</u>
<u>Special License</u>	<u>\$.30 per hour</u>	<u>\$.40 per hour</u>

<u>Chief License</u>	<u>\$.70 per hour</u>
<u>1st Class License</u>	<u>\$.60 per hour</u>
<u>2nd Class License</u>	<u>\$.50 per hour</u>
<u>Special License</u>	<u>\$.40 per hour</u>

Section 11. Boiler License Reimbursement: SWMetro shall reimburse Boiler license renewal fees for each custodian.

ARTICLE VII HOURS OF SERVICE

Section 1. Basic Work Week and Year:

Subd. 1. The regular work week, exclusive of lunch, shall be prescribed by the SWMetro each year for unit employees.

Subd. 2. The regular work year shall be prescribed by SWMetro each year for unit employees as defined in Article III, Section 4.

MSEA SW METRO 2023-25 CONTRACT

Section 2. Temporary/Casual Employees: SWMetro reserves the right to employ such personnel whose positions are basically temporary or casual in character and are not for more than 67 working days in any calendar year.

Section 3. Lunch Period and Rest Breaks: A duty free lunch period of at least thirty (30) minutes without pay shall be offered to all employees who work six (6) hours or more per day. Employees required to work during their lunch period shall be paid for the entire lunch period. To the maximum extent possible, all employees shall receive a 15-minute rest break for each three hours scheduled to work.

Section 4. Notification of Assignment: SWMetro shall notify all school term employees in person via the employee's supervisor and in writing by the last student day of the current school year if their assignment will change in terms of position title, standard work day, or site and/or building location for the upcoming school year. Staff not notified of a change by this date will be retained in their current assignment in terms of position title, standard work day, or site and/or building location barring any unforeseen circumstances necessitating assignment changes. Should any assignment changes for the upcoming school year occur after the last day of the current school year, the employee will be notified in writing and in person or via telephone by a member of the SWMetro administration. Such notice shall be given ten (10) business days prior to the effective date of the modification in assignment whenever possible.

Information pertaining to an employee's rate of pay shall be available via electronic means such as MyView or by contacting the Human Resources Department if electronic means are not operational at any point in time.

Section 5. Employees in Their First Year of Employment: SWMetro may require employees in their first calendar year of employment to attend up to 16 hours of training above the regular year work assignment. These hours shall be paid at the employee's hourly rate of pay. For employees hired during the summer for the upcoming school year, these hours shall be during the time new teachers are similarly required to report to work.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by SWMetro as provided by law.

Section 2. Health and Hospitalization:

Subd. 1. Eligibility and Qualification: Eligibility and qualification shall be in accordance with the health insurance plan document. For insurance purposes only, employees shall be considered full-time if they are employed by SWMetro for nine (9) months or more during the year and work at least thirty (30) hours or more

MSEA SW METRO 2023-25 CONTRACT

per week. Insurance benefits will not be available to part-time Support Personnel (less than nine (9) months and thirty (30) hours per week).

Subd 2. SWMetro Contribution: Subd. 2. SWMetro Contribution: The District shall contribute an annual sum ~~of \$9,070 (2021-22)~~ \$9,320 ~~(2022-23)~~ toward the single premium, ~~\$10,070 (2021-22)~~ \$10,420 ~~(2022-23)~~ toward the employee plus one premium, or ~~\$11,770 (2021-22)~~ \$12,220 ~~(2022-23)~~ toward the family premium for each full-time employee who qualifies for and is enrolled in the District's group health-hospitalization and/or dental plans. Additional terms and conditions for insurance review Appendix C.

These contributions shall be paid by the employer toward the premium for each full-time employee employed by SWMetro who qualifies for and is enrolled in SWMetro's group health-hospitalization and/or dental plans.

Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. Each employee may choose from the plans offered by SWMetro. In the event that the employee selects a group health-hospitalization and dental plan for which the annual premium is less than the SWMetro's contribution, SWMetro will deposit the difference between the Employer contribution and the amount of the annual premium into the employee's health savings account or flex accounts up to IRS limits.

When an employee and their spouse are both employed by SWMetro and they are both eligible to receive a contribution toward group health-hospitalization and dental plan, they each are entitled to the full contribution. In the event that the employee selects a group health-hospitalization and dental plan for which the annual premiums are less than SWMetro's contribution, SWMetro will deposit the difference between the Employer contribution and the amount of the annual premium into the employees' health savings account or flex accounts up to IRS limits.

Subd. 3. Single Coverage Required: All eligible employees will be required to take single, single + 1, or family medical coverage under one of SWMetro's group health and hospitalization plans.

Subd. 4. Retirement: Employees retiring from SWMetro may continue participation in SWMetro medical hospitalization and dental plans, if permitted by the terms of the policy with the insurance carrier and/or in accordance with state or federal statute. It is the responsibility of such employee to make arrangements with SWMetro's business office to pay SWMetro the monthly premium amounts in advance and on such date as determined by SWMetro. The employee's right to continue participation in these group insurances, however, will be discontinued upon the employee attaining eligibility for medicare unless addressed differently by statute.

MSEA SW METRO 2023-25 CONTRACT

Section 3. Long-Term Disability Insurance: SWMetro shall provide a long-term disability insurance program and shall pay the premium for each fulltime eligible employee. Benefits provided by the long-term disability plan are governed by the terms of the policy, including two-thirds (2/3) of the employee's regular hourly base salary, excluding any extra compensation, after a total waiting period of sixty (60) calendar days.

Section 4. Life Insurance: SWMetro shall provide and pay the premium cost for One Hundred Thousand Dollars (\$100,000) of a term life group insurance policy for each fulltime employee. At their own expense through payroll deduction, an eligible employee may purchase additional coverage for self and family as allowed by the insurance carrier.

Section 5. Open Enrollment: SWMetro shall provide a period of open enrollment for all insurance options for the employees to be held during each contract year where employees can enroll or change coverage for the upcoming school year.

Section 6. Duration of Insurance Contribution: An employee is eligible for SWMetro insurance contributions as provided in this Article as long as the employee is employed by the SWMetro. Upon termination of employment, all SWMetro contributions shall cease unless otherwise required by law.

Section 7. Claims Against the SWMetro: SWMetro's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein, and no claim shall be made against SWMetro as a result of a denial of insurance benefits by an insurance carrier. However, the aggregate value provided under Article VII Group Insurance shall not be reduced unless SWMetro and MSEA agree to a reduction in aggregate value, subject to all applicable laws.

Section 8. Insurance Committee: SWMetro shall establish an advisory Insurance Committee that, in part, will be composed of up to two (2) MSEA representatives designated by MSEA. The Insurance Committee shall work with the administrator responsible for employee's insurance coverage to develop recommendations to the Governing Board for the specifications of the hospital and medical and dental insurance plans.

ARTICLE IX LEAVE OF ABSENCE

Section 1. Illness/Bereavement Leave:

Subd.1. Each employee shall receive seventeen (17) days of paid illness/bereavement leave per year/extended year at the beginning of each school year. A day of paid illness/bereavement leave shall be equal to the number of hours the employee works on a standard/regular work day. Employees hired after the first day of the work year for the new employee's classification will earn leave under this provision on a pro rata basis during their first year of employment. Employees who

MSEA SW METRO 2023-25 CONTRACT

work less than 11 months shall earn and accrue two hours of illness/bereavement leave for every 30 hours worked during non-school year days.

Subd. 2. Unused illness/bereavement leave hours may accumulate to a maximum credit of 155 times the employee's standard workday. Illness/bereavement leave shall be reconciled at the end of each fiscal year. Any illness/bereavement leave over the maximum credit of days at the end of the fiscal year shall be deducted from the employee's accrual.

Subd. 3: Illness/bereavement leave with pay shall be allowed whenever an employee's absence is found to have been due to the employee's illness and/or disability including mental or physical illness, injury, or health condition; the need for medical diagnosis, care or treatment; or need for preventative medical or health care which prevented their attendance at school and performance of duties on that day or days.

An employee may use illness/bereavement leave days ~~for illnesses or bereavement~~ or to provide direct care for others with a mental or physical illness, injury, or health condition; who need medical diagnosis, care or treatment; or who need for preventative medical or health care, including: parent, stepparent, grandparent, sibling, adult child, spouse, domestic partner, and non-dependent children or others.

An employee may use illness/bereavement leave days when their absence is due to domestic abuse, sexual assault, or stalking of the employee or employee's family member provided the absence is to:

- (i) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
- (ii) obtain services from a victim services organization;
- (iii) obtain psychological or other counseling;
- (iv) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or
- (v) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.

An employee may use illness/bereavement leave days when their absence is due to emergency closure of the district or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency.

An employee may take up to 12 weeks of unpaid leave for the birth or adoption of a child. In the alternative, an employee may use up to 12 weeks of paid leave (personal, vacation, and/or illness/bereavement leave) for the birth or adoption of a child provided they retain at least 5 illness/bereavement days at the end of the paid leave period. If the end of the leave period coincides with the end of the

MSEA SW METRO 2023-25 CONTRACT

employee's contract year, there would be no requirement to retain any illness/bereavement leave. An employee's use of less than 12 weeks of paid leave does not negate their ability to take the balance of their 12 weeks of leave unpaid. If both parents are employees of the district, they may each use up to 12 weeks of leave as outlined above for the birth or adoption of a child, provided such leave is sequential and not simultaneous.

Subd. 4. Illness/bereavement leave shall be deducted from the employee's accrued illness/bereavement leave in hourly increments.

Subd. 5. Illness/bereavement leave pay shall be approved by submitting notification through the District's approved electronic leave notification system.

Subd. 6. Illness/Bereavement Leave in Excess of Accrual: Any days used in excess of the number of days of illness/bereavement leave earned and accrued will be deducted from the employee's salary.

Subd. 7. Reduced Hours and Unused Illness/Bereavement Leave Accumulation Maximums: If an employee's regular hours are reduced and their unused illness/bereavement leave exceeds the new maximum number of hours allowed, no hours of unused illness/bereavement leave already accumulated will be deducted from the employee's unused illness/bereavement leave credit balance. Once the level of unused illness/bereavement leave accumulation falls below the new maximum allowed, new hours of unused illness/bereavement leave will begin to accumulate up to the maximum hours allowed at the new rate.

Subd. 8. Conversion of Illness/Bereavement Days to 403B Deposit: If an employee has 61 or more banked illness/bereavement leave days (488 hours) following the last day of the employee's fiscal year, the employee can elect to convert the equivalent of two day's pay at the employee's then current daily rate of pay to an employee elected deferral into their district 403b plan, to the extent allowed by law. The deposit does not require an employee matching contribution and is above and beyond any other district matching 403b contributions. If it is later determined that a 403b deposit cannot be made without a matching deposit, the stipend will be paid directly to the employee who will be encouraged to deposit the stipend into a 403b account.

Section 2. Medical Leave:

Subd. 1. Eligibility: A non-probationary employee who is unable to work because of illness or injury and who has exhausted all illness/bereavement 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, up to one year. SWMetro may, in its discretion, renew such a leave.

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

MSEA SW METRO 2023-25 CONTRACT

condition of health and estimated time at which the employee is expected to be able to assume normal responsibilities.

Subd. 3. Major Medical Leave: Any employee who has completed (10) years of employment with SWMetro shall be granted, as a supplement to the above illness/bereavement leave, thirty (30) days of major medical leave which may be used for hospital confinement. This leave is non-accumulative. These thirty (30) days of major medical leave for hospital confinement are to be used after all accumulated illness/bereavement leave days have been used by the employee.

Section 3. Family and Medical Leave: In addition to other leaves and benefits provided for in this Master Agreement, employees may take leaves mandated by state and federal laws, including the Family Medical Leave Act (FMLA). When an employee requests an FMLA Leave, it shall run concurrently with any of the other leaves provided for in this Master Agreement. (Note: A copy of the United States Department of Labor's Notice to Employees of Rights Under the FMLA is available on the SWMetro's website or by contacting the Human Resources Department.) Employees shall be required to use any accumulated illness/bereavement leave, vacation or personal time to offset any unpaid leave with paid leave.

Section 4. 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 SWMetro the monthly premium in advance. If the employee is on unpaid medical leave, and has exhausted all paid illness/bereavement leave, SWMetro shall continue to make its health insurance contribution as required by law.

Section 5. Credit: An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits that they had accrued at the time they went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave unless required by law.

Section 6. Eligibility: Leave benefits provided in this article shall apply to all eligible employees.

Section 7. Unpaid Child Care Leave:

Subd. 1. Use: A child care leave may be granted by SWMetro within six (6) months of a birth or adoption of a child, subject to the provisions of this section, to one (1) employee-parent of a natural or adopted child, provided such employee-parent is caring for the child on a full-time basis. In cases of adoption where extensive travel is necessary prior to custody of the child, the employee may be granted reasonable unpaid personal leave of absence to conduct travel activities required to complete the adoption. This unpaid leave shall not overlap any medical leave the employee may be eligible for either under state or federal statute or by contract.

MSEA SW METRO 2023-25 CONTRACT

Subd. 2. Request: An employee making application for child care leave shall inform the Superintendent in writing of the intention to take the leave as soon as possible but no later than three (3) calendar months before commencement of the intended leave.

Subd. 3. Date of Leave: SWMetro may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year, i.e., winter vacation, spring vacation, semester or quarter break, end of a grading period, end of the school year, or the like.

Subd. 4. Duration: In making a determination concerning the commencement and duration of a childcare leave, the Governing Board shall not, in any event, be required to:

- (a) Grant any leave for more than twelve (12) months in duration.
- (b) Permit the employee to return to employment prior to the date designated in the request for childcare leave.

Subd. 5. Reinstatement: An employee returning from child care leave shall be reinstated in a position equivalent to that which the employee was working prior to the leave unless previously discharged or placed on unrequested leave of absence.

Subd. 6. Failure to Return: Failure of an employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the SWMetro and the employee mutually agree in writing to an extension of the leave.

Subd. 7. Salary and Fringe Benefits: An employee on unpaid childcare leave is eligible to participate in group insurance programs if permitted under the insurance policy provision but shall pay the entire premium for such benefits as the employee wishes to retain. The right to continue to participate in such group insurance programs, however, will terminate if the employee does not return to SWMetro pursuant to this Section except as provided by state and federal law.

Section 8. Jury Duty, Witness Leave: Under this section, the intent is to ensure an employee who is called to Jury Duty or to perform as a witness does not lose income while serving Jury Duty or as a witness. Similarly, there is no intent to compensate the employee more than their daily rate of pay. Consequently, an employee called for jury duty or who is required to give testimony or participate before any judicial tribunal in arbitration, negotiation, and mediation proceedings shall be paid their regular daily rate of pay for regularly scheduled work days missed for the reasons noted above. Any compensation received for Jury Duty or witness fees is to be given directly to SWMetro if said payment is for time during which the employee has already been given their daily rate of pay. If the employee's presence in court is for the purpose of offering testimony, they must provide SWMetro with a copy of the subpoena or other written documentation that requires their presence and shall be compensated for the difference between the employee's regular salary and the pay received if any, for the period they are away from

MSEA SW METRO 2023-25 CONTRACT

their regular employment assignment. In no event shall this section apply to an employee whose presence is the result of an action under consideration by a court, judicial tribunal or BMS proceedings not related to the employee's employment relationship with SWMetro and/or MSEA.

Section 9. Workers Compensation: Employees injured while engaged in work for SWMetro shall be paid for any lost work time for the remainder of the first day of injury by SWMetro. Pursuant to applicable state and federal laws and regulations, an employee injured on the job in the service of SWMetro and collecting workmen's compensation insurance may draw sick leave and receive full salary from SWMetro with their salary to be reduced by an amount equal to the insurance payments and only that fraction of the days not covered by insurance will be deducted from their sick leave.

Section 10. Personal Leave:

Subd. 1. Amount: For each fiscal year covered by this agreement, employees shall be granted two (2) paid days to be used for the employee's personal business. Personal leave may be used, at no loss of pay, for any purpose at the discretion of the employee. An employee planning to use personal leave shall notify their immediate supervisor as early as possible, but in any event at least three days notice in advance, except in cases of an emergency.

Subd. 2. Accrual: Unused personal leave days may accumulate to an unlimited maximum. Any unused personal days of absence will accrue and be paid upon retirement, resigning or being placed on unrequested leave of absence from SWMetro to be paid at the employee's current rate of pay.

Subd. 3. Personal leave shall be granted by the administrator or designee as staffing allows in each program. Personal leave shall be granted on a first come first serve basis. Personal leave may be used in hourly increments.

Subd. 4. An employee may carry over unused personal days to the next school year. At no time will accumulated days exceed 5 total days. Unused personal days beyond the maximum will go into 'banked personal' to be paid upon separation of employment.

Subd. 5. An employee may use up to five (5) accumulated personal leave days (consisting of 2 personal leave days from the current year and the remainder from personal days accrued from previous years) during any one school year, either consecutively or not.

Section 11. Other Leaves: Pursuant to applicable state and federal statutes, employees who qualify for such leave shall, upon advance notification to immediate supervisor and approval by the district, be eligible for a leave, paid or non-paid as required by law for reasons such as:

Athletic Leave (Olympic Competition)

(Minn. Stat. § 15.62)

MSEA SW METRO 2023-25 CONTRACT

Bone Marrow Donor Leave	(Minn. Stat. § 181.945)
Organ Donation Leave	(Minn. Stat. § 181.9456)
Voting Leave and	(Minn. Stat. § 204C.04)
Election Judge	(Minn. Stat. § 204B.195)
School Conference/Activity Leave	(Minn. Stat. § 181.9412)
Religious Holiday	(Minn. Stat. § 15A.22)
Leave To Attend Military Ceremony	(Minn. Stat. § 181.948)
Immediate Family Military Leave for Injured/Killed Active Service	(Minn. Stat. § 181.947)
Military Leave	(Minn. Stat. § 192)

Section 12. MSEA Leave: During the period covered by this Master Agreement, MSEA officers or official representatives of MSEA will be given reasonable time off to conduct the duties of MSEA as the exclusive representative. Any support staff taking time off pursuant to this provision will have their salary deducted for each hour absent unless MSEA reimburses SWMetro through direct bill. SWMetro will cover the cost of a substitute necessary to permit the support staff to take time off pursuant to this section. Requests for association leave shall be submitted to the District office at least five (5) days in advance.

Section 13. Educational Leave: An employee who has completed three years of continuous employment with SWMetro may request an unpaid leave of absence for up to one year as mutually agreed upon by the Superintendent and the employee and approved by the Governing Board for the purpose of pursuing additional education or professional development. The employee shall notify SWMetro in writing at least 30 calendar days prior to returning from leave that s/he intends to return. Failure of the employee to provide written notice or to return pursuant to the date determined as the end of their leave shall constitute a resignation from the employee's position in the district. At the end of the leave, SWMetro will return the employee to the previously held position or one that is equivalent immediately or as soon as one becomes available.

ARTICLE X HOLIDAYS

Section 1. Paid Holidays: Employees shall be granted the following paid holidays based on the employee's standard workday:

Subd. 1. Twelve (12) month and eleven (11) month employees: There will be twelve (12) paid holidays per year to coincide with the school calendar as adopted by the SWMetro Governing Board for employees who work thirty (30) hours per week or more.

- | | |
|---------------------------------|-------------------|
| 1. Labor Day | 7. Christmas Day |
| 2. Thursday, Teacher Convention | 8. New Year's Day |
| 3. Friday, Teacher Convention | 9. Good Friday |
| 4. Thanksgiving Day | 10. July 4th |
| 5. Friday after Thanksgiving | 11. Memorial Day |

MSEA SW METRO 2023-25 CONTRACT

6. December 24th

12. Floating Holiday*

*Floating holiday may be taken on any work day with approval of supervisor. However, employees are encouraged to take their floating holiday on a non-student day if possible. If an employee does not use their floating holiday during the fiscal year, the equivalent of one day's pay at the employee's then current daily rate of pay shall be paid to the employee.

Subd. 2. Less Than (11) Month Employees: There will be six (6) paid holidays given to employees who follow the school (program) calendar:

- | | |
|------------------------------|------------------------------|
| 1. Thanksgiving Day | 4. December 25 th |
| 2. Friday after Thanksgiving | 5. New Year's Day |
| 3. December 24 th | 6. Memorial Day |

Holiday benefits will not be available to part-time employees (less than nine months and thirty (30) hours per week).

Section 2. Weekends: Holidays that fall on weekends will be observed on a day established by the SWMetro.

Section 3. School In Session: The SWMetro reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Any holiday or holidays, which fall within an employee's vacation period, shall not be counted as a vacation day.

ARTICLE XI VACATIONS

Section 1. Eligibility: Vacation will accrue for all full-time twelve (12) month Support Personnel. Vacation will accrue for all full-time eleven (11) month Support Personnel on a pro-rated basis. Vacation benefits will not be available to nine (9) month and part-time (less than nine (9) months) Support Personnel. Vacation days earned shall be based on the employee's standard workday. All vacations are to be taken during a time agreeable to the immediate supervisor and/or Superintendent of SWMetro.

Section 2. Earned Vacation: Eleven (11) to twelve (12) month employees under these provisions shall accrue vacation each month as follows based on SWMetro seniority:

Beginning on the employee's first (1st) through sixth (6th) years of continuous service: earn .84 days per month to a maximum of ten (10) days.

Beginning on the employee's seventh (7th) through fifteenth (15th) years of continuous service: earn 1.25 days per month to a maximum of fifteen (15) days.

MSEA SW METRO 2023-25 CONTRACT

Over 15 years or more of continuous service: earn 1.67 days per month to a maximum of twenty (20) days.

Section 3. Applications:

Subd. 1. Vacation requests of more than five (5) days shall be submitted in writing to the SWMetro designee at least two weeks prior to the commencement of said vacation. Vacation requests less than five days shall be submitted in writing to the SWMetro designee at least three (3) days prior to the leave.

Subd. 2. If a non-probationary employee resigns their employment with the SWMetro, they shall be paid for any unused vacation accrued.

Subd. 3. Vacation days may also be used as illness/bereavement leave days if the employee has exhausted accumulated illness/bereavement leave. If vacation is submitted for illness/bereavement leave employees shall follow the notice requirements for illness/bereavement leave use.

Section 4. Vacation Carryover: Employees may carry over earned vacation days into the next fiscal year, but it must be used by December 31 of that calendar year or it will be lost.

ARTICLE XII PROBATIONARY PERIOD, DISCIPLINE AND DISCHARGE

Section 1. Probationary Period: An employee under the provisions of this agreement shall serve a probationary period of ninety (90) workdays of continuous service in SWMetro, during which time the employee shall accrue but not have access to the leave provisions of this agreement. Midway through the probationary period, the employee shall receive a written performance review from an administrator with knowledge of the employee's performance. The probation period shall not count towards leave days if employment is terminated prior to the end of the probationary period. Upon successful completion of the probationary period, the employee shall be compensated for properly recorded and approved illness/bereavement and/or personal leave taken during the probationary period. SWMetro shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Section 2. Just Cause: Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause. Discipline shall be imposed in a timely manner.

Section 3. Progressive Discipline: Disciplinary action shall normally include only the following measures and shall normally be administered progressively in the following order: Disciplinary action may be taken against an employee for just cause. Any disciplinary action shall comply with law and regulation, shall be fair and equitable, and shall be consistent with the principle of progressive discipline, except in cases of a serious magnitude, which could seriously threaten or jeopardize the safety of the students, other employees, or the physical assets of the school district.

The governing board or designee shall have the right to discipline/discharge an employee for just cause. Disciplinary actions by the Governing Board or their designee may include the following four (4) steps:

Subd. 1. Warning, either written or verbal;

Subd. 2. Written Reprimands;

Subd. 3. Suspension from duty without pay;

Subd. 4. Discharge from employment.

Section 4. Meetings to Discuss Discipline Measures: If a supervisor meets with an employee to discuss possible discipline, the employee has the right to have up to two union representatives present. 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 procedure. When possible, the district will attempt to discuss with the employee(s) any concern that may lead to a disciplinary action and shall offer constructive suggestions for correction before any disciplinary action is initiated.

Section 5. Discharge Due Process: No employee who has completed the probationary period, shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the District which shall be conducted after advance notice to the employee and their Union representative who shall be permitted to attend the conference.

Section 6. Disciplinary Action Records: A written record of all disciplinary actions within the meaning of this article shall be provided to the involved employee(s) and will be entered into the employee's personnel record. Investigations into conduct that does

MSEA SW METRO 2023-25 CONTRACT

not result in disciplinary action, however, shall not be entered into the employee's personnel record. The disciplined employee shall be entitled to submit a written response to be included in the employee's personnel record.

ARTICLE XIII VACANCIES, POSTINGS AND TRANSFERS

Section 1. Postings:

Subd. 1. Permanent Vacancies: Notice of all permanent vacancies shall be posted on SWMetro's web site and sent via email to all unit employees at least five (5) business days in advance of filling such vacancies. For purposes of this Article, a permanent vacancy shall be defined as any vacancy anticipated to last for a period of more than sixty-seven (67) days in any calendar year. SWMetro may temporarily fill a posted position by assignment or temporary hire to meet SWMetro's immediate needs. There is no vacancy if there are employees on layoff or reduction within classification.

Subd. 2. Existing Positions: An existing position that is not eligible for inclusion in the unit shall be posted if the hours allocated to it are increased to the point that the position is eligible for inclusion in the unit.

Section 2. Application for Vacancies: All employees under this Agreement may submit a Letter of Interest, in writing, for any vacancy. Any employee not interviewed shall be provided with the reason in writing as requested.

Section 3. Increases in Hours: If there are extra hours available or it is necessary to increase the number of hours of a position, SWMetro shall do so, by increasing the assignment of the most senior employee holding such a position in that building or program who is willing to take the additional hours. If there are still hours available, SWMetro shall offer the extra work District wide by seniority, first by position in class then by employees qualified for the work assignments.

Subd. 1. Increases during the school year due to programmatic needs: When it becomes necessary for SWMetro to increase hours of an assignment, SWMetro shall have the right to assign those hours to the incumbent. If the incumbent employee refuses the increase of hours, the hours shall be offered to unit employees within the building by seniority if the schedule allows and they are qualified and capable to take them.

Section 4. Transfers:

Subd. 1. Voluntary Transfers Requests: Any employee who wishes to transfer from one building to another, or who wishes to be given an assignment that provides for more hours, must submit a request to SWMetro office no later than the end of the

MSEA SW METRO 2023-25 CONTRACT

school year. Such requests may be taken into consideration when making assignments for the next school year, but under no circumstances shall SWMetro be required to grant any such request. Requests submitted at the end of one school year shall be considered only for assignments made for the next school year.

Subd. 2. Involuntary Transfers: Nothing in this Agreement shall prohibit the SWMetro from transferring an employee from one building to another, or from one classification to another. Such transfers shall not result in a reduction in an employee's hourly rate of pay except in cases of layoff or reductions.

Section 5. Voluntary Termination and Re-employment: In the event that an employee voluntarily terminates their employment from a bargaining unit position and is subsequently re-employed by the SWMetro under this bargaining unit within a time period of no greater than twelve (12) months after the date of termination, the employee may be reinstated without loss of seniority for pay, vacation and longevity accrual earned as of the date of termination prior to re-employment.

ARTICLE XIV SENIORITY, REDUCTION, LAYOFF AND RECALL

Section 1. Seniority Recognition: The parties recognize the principle of seniority in the event of a reduction in the work force and for determination of benefits within the SWMetro.

Section 2. Classifications: For the purposes of this Agreement the following job classifications and positions shall exist:

Subd. 1. Classification 1:

1. Child Care Aide

Subd. 2. Classification 2:

1. Food Service Technician

Subd. 3. Classification 3:

1. Custodian
2. Paraprofessional
3. Child Care Educator

Subd. 4. Classification 4:

1. Head Engineer
2. Information Technology Specialist
3. Behavioral Specialist
4. Adaptive Specialist

Section 3. Seniority Date:

MSEA SW METRO 2023-25 CONTRACT

Subd. 1. SWMetro Seniority: Upon the satisfactory completion of the probationary period, an employee's seniority shall relate back to their first day of continuous permanent service in the SWMetro. If more than one (1) employee begins work on the same day, seniority ranking for such employee shall be determined by the employee's District ID number with the employee having the lower ID number being deemed more senior.

Section 4. Layoff/Reduction Notice: At least a twenty (20) business day written notice shall be given to an employee who is being laid off by SWMetro. Any employee who has their hours reduced by SWMetro shall receive a ten (10) business day written notice. Said notice shall include the effective date of layoff or reduction and the reason for layoff or reduction.

Section 5. Layoff/Reduction: The selection of employees for layoff or reduction shall be made in reverse order of seniority with the least senior employee being reduced or laid off. Any reduction that reduces the hours of a position below that of unit inclusion shall be considered a layoff.

Section 6. Reductions in Hours: SWMetro has the right to reduce hours of positions because of program changes and/or financial limitations. If the number of hours an employee is assigned to work is reduced by more than 2.5 hours per week, they may accept the reduction in hours, or shall be assigned to the same position that is held by the least senior employee whose assignment is closest to, but not greater than, the assignment originally held by the employee whose hours are being reduced. The employee displaced by this reassignment may accept the assignment of the person whose hours are being reduced, or may request reassignment based on a reduction in hours. The reassignment should occur at a time mutually acceptable to the union and SWMetro, and does not affect the educational programming for students. Any employee so affected may, at their discretion, be placed on layoff in lieu of accepting an assignment to a position with fewer hours. If the reduction in hours require a change in program assignment, the employee must meet minimum qualifications of that new position. If the new position requires additional training to meet minimum qualifications, the employees may be provisionally assigned to the new position and SWMetro must make required training available to the employee within three (3) months of the assignment. (If the required training is not available within three (3) months, the employee may remain in the position until such training is available.) Upon being notified of available training, the employee must complete the required training (including passing any required related tests/skill assessments) within three (3) months of the date the training is first available. (If the available training includes multiple components and said components take longer than three (3) months to complete, the employee must notify SWMetro of this and the three (3) month timeline to complete the training will be extended.

If all employees in a position are reduced by a similar amount of time due to reductions for the following school year, the SWMetro will maintain benefit status by seniority, for as many employees as feasible.

MSEA SW METRO 2023-25 CONTRACT

Section 7. Recall: An employee on layoff or reduction of hours shall retain seniority and right to recall to a position that is equal in hours to the position the employee previously had seniority rights to or held immediately prior to layoff or reduction. An employee on layoff or reduction of hours who accepts recall to a position for fewer hours than the position the employee previously has seniority rights to or held immediately prior to layoff or reduction of hours shall retain their right to recall to a position that is equal in hours to the position they previously had seniority right to or held immediately prior to layoff, or had hours reduced. Employees on layoff or reduction of hours shall be recalled in seniority order. No new employees shall be hired while employees who are minimally qualified to perform the duties of the job, and are willing to accept the positions open, are on layoff or reduction of hours. An employee on layoff or reduction of hours shall be eligible for recall for a period of twenty-four (24) consecutive months following the date of layoff or reduction. An employee on layoff or reduction of hours shall provide a current address in writing to the SWMetro and shall give notice of intent to return in writing by June first of each year to retain recall rights.

Section 8. Termination of Seniority: Seniority rights shall terminate upon resignation or termination of an employee pursuant to the Agreement or after twenty-four (24) consecutive months of layoff. Employees on the recall lists who refuse a position of like hours to their last assignment or fail to give notice of intent to return as noted in Section 7 shall be removed from the recall list and lose their seniority rights.

Section 9. Seniority List: Every fiscal year, a current seniority list shall be posted on the SWMetro website. Notification of posting shall be sent via email to each steward of the MSEA and all other members of the unit. Employees shall have fourteen (14) calendar days after the seniority list is posted to notify the SWMetro office of any adjustments or corrections needed.

Section 10. New Positions and Classifications: New classifications created by the employer will be evaluated for banding and grading as required by statute and assigned to a bargaining unit. When a position is assigned to this unit, the parties shall meet and negotiate at least a temporary rate of pay and any applicable benefits until the matter can be fully negotiated into the Master Agreement. If the parties are unable to agree on whether a position belongs in the bargaining unit, the matter shall be forwarded to the BMS for a unit clarification hearing to decide the issue.

ARTICLE XV WELLNESS BENEFITS

Section 1. Health Care Savings Plan: The Minnesota State Retirement System (MSRS) was granted authority to offer a post-employment health care savings plan, (HCSP) as established in Minnesota Statute § 352.98. This health care savings plan shall be referred to as “HCSP” in this agreement.

MSEA SW METRO 2023-25 CONTRACT

Section 2. Wellness Pay: Employees who are immediately eligible for retirement benefits from PERA and have completed at least fifteen (15) years of continuous service with SWMetro shall receive fifty percent (50%) of all accumulated illness/bereavement leave paid out at the employee's current rate of pay, with a maximum of sixty (60) days paid, into a HCSP in the employee's name upon ending employment with SWMetro. This benefit shall sunset for any new employees hired after April 1, 2011. An employee hired after April 1, 2011, who has 61 or more banked illness/bereavement leave days (488 hours) following the last day of the fiscal year, the equivalent of two day's pay at the employee's then current daily rate of pay shall be deposited into a 403b plan selected by the employee, to the extent allowed by law. The deposit does not require an employee matching contribution and is above and beyond any other district matching 403b contributions. If it is later determined a 403b deposit cannot be made without a match, the stipend will be paid directly to the employee who will be encouraged to deposit the stipend into a 403b account, but not required to do so.

ARTICLE XVI GRIEVANCE PROCEDURE

Section 1. Procedure: In the absence of any other agreement by the two parties, the parties hereto shall be subject to the grievance procedure in effect at the inception of any grievance proceedings as promulgated by the Commissioner of Mediation Services pursuant to P.E.L.R.A. Minnesota Statutes § 179A.04, Subd. 3(h) and 179A.20 as amended from time to time. The present grievance procedure of the Commissioner is attached to this Agreement as Appendix B as defined in Minnesota Rules 5510.5110 through 5510.5190 as amended.

ARTICLE XVII **403(b) TAX DEFERRED ANNUITY MATCH**

Section 1. Eligibility: The SWMetro's match to an employee's qualified 403(b) tax deferred annuity shall become available to an employee based on years of employment with SWMetro.

Section 2. Amount: For each dollar (\$1) that an employee contributes via payroll deduction to a qualified 403(b) tax deferred annuity, SWMetro shall contribute one dollar (\$1) to the same annuity, up to a maximum annual contribution as follows:

- \$1,000.00 yearly for each employee upon hire through completion of the fifth (5th) year of service in the District.
- \$1,300.00 yearly for each employee entering the sixth (6th) year of service in the District through tenth (10th) year of service.

MSEA SW METRO 2023-25 CONTRACT

- \$1,800.00 yearly for each employee entering the eleventh (11th) year of service in the District through fifteenth (15th) year of service.
- \$2,000.00 yearly for each employee entering the sixteenth (16th) year of service in the District through twentieth (20th) year of service.
- \$2,500.00 yearly for each employee entering the twenty-first (21st) year of service in the District and beyond.

For the purposes of this section, the employee's gross annual salary shall be calculated by multiplying their hourly rate by the number of hours in their work year in effect on July 1st.

Section 3. Enrollment: An eligible employee may initiate their participation in the SWMetro match by submitting the appropriate forms to the SWMetro office at any time during the school year.

Section 4. Renewal: Once an employee has initiated the SWMetro match, their participation will continue at the same level unless they notify their financial planner who in turn is responsible to notify SWMetro in writing of a change.

ARTICLE XVIII PROFESSIONAL GROWTH AND TRAINING

Section 1. In-Service Training: All employees within the unit shall be provided with paid in-service training each school year paid at the employee's regular rate of pay. SWMetro shall provide a fifteen (15) day written notice to employees prior to all scheduled in-service training.

Section 2. Professional Growth Incentives: SWMetro encourages all employees to further develop their skills and professionalism in the education field by attending workshops, working in their trade, or taking related course work. SWMetro shall provide wage incentives to those employees whom are approved and participate in professional growth activities.

Subd. 1. Criteria and Eligibility Requirements: To qualify for a wage incentive, an employee's training must be on personal time. Any training provided or conducted by SWMetro shall be at no cost to the employees.

Subd. 2. College or Technical College Classes: Employees may use college classes for credit if they are related to special education or the employee's specific job. Registration for college classes is the responsibility of the employee.

Subd. 3. Continuing Education Committee: A continuing education committee approves training hours. Pre-approval is needed for all college and other training outside of SWMetro. Approval may be given by phone by the employee's supervisor

MSEA SW METRO 2023-25 CONTRACT

or the Superintendent if time is a factor with written documentation following within one week.

Subd. 4. Certificates of Attendance: Documentation of training would include certificates of attendance or attendance lists at SWMetro workshops. It is the responsibility of the employee to keep a record of classes they have attended.

Subd. 5. Training Hours: Training limited up to five years back may be used for the purpose of wage incentives if the employee can provide official documentation (certificate of attendance) the training occurred on an unpaid day. Employees shall have a seven-year window to make the five years for training (in cases of leave taken). New staff will not be able to use any hours prior to beginning work with SWMetro for a wage incentive.

Subd. 6. Wage Incentive Timelines: Applications due to qualified wage incentives shall be made to the continuing education committee by October 1 (if submitting official transcripts, credits shall be completed by September 1), and by February 1. Applications submitted by October 1 shall be effective for the first half of the school year as determined by the number of non-licensed staff duty days in the calendar, and applications submitted by February 1 shall be effective for the second half of the school year.

Subd. 7. Hours Needed For a Wage Incentive: Thirty (30) hours are needed for each level of wage incentives. For each 30 CEU's earned, an employee shall receive a wage incentive of \$.40 added to the employee's regular rate of pay. The maximum number of CEU's an employee may earn is 360 toward a wage incentive not to exceed four dollars (\$4.80) per hour. The maximum number of Levels an employee may advance per school year is one per semester. An employee working the entire school year may advance two Levels per school year.

Level 1:	30 CEU's	\$.40
Level 2:	60 CEU's	\$.80
Level 3:	90 CEU's	\$1.20
Level 4:	120 CEU's	\$1.60
Level 5:	150 CEU's	\$2.00
Level 6:	180 CEU's	\$2.40
Level 7:	210 CEU's	\$2.80
Level 8:	240 CEU's	\$3.20
Level 9:	270 CEU's	\$3.60
Level 10:	300 CEU's	\$4.00
Level 11:	330 CEU's	\$4.40
Level 12:	360 CEU's	\$4.80

Subd. 8. Food Service Certification Training: SWMetro shall pay for all food service employees' to attend training that provides for certification or licensure required for their position. A food service worker may request to attend the state

MSEA SW METRO 2023-25 CONTRACT

food service convention as one possible way of obtaining the required training. SWMetro Administration may approve this request, but is not obligated to do so.

ARTICLE XIX GENERAL PROVISIONS

Section 1. Mileage: Employees who are required to drive their personal vehicles for employment purposes shall be reimbursed at the IRS rate.

Section 2. Insurance Required: If SWMetro requires an employee to regularly transport equipment or supplies with their personal vehicle, SWMetro shall meet with the employee to conduct a pre-authorization for business use insurance. The employee shall provide SWMetro with a statement from their insurance carrier showing the regular cost for insurance coverage and the increased cost with a business use rider with the same coverage. SWMetro shall decide whether it will provide a district vehicle for the employee or pay the extra insurance cost on behalf of the employee for the business use rider.

Section 3. Eye Glasses/Contacts/Hearing Aids and Clothing Reimbursement: SWMetro shall pay up to ~~\$475.00~~ **\$600.00** for replacement of eye glasses, contacts or hearing aids of the employee that are broken or damaged by a student or an occupational incident when the employee is fulfilling the duties of their position. In addition, SWMetro shall pay up to \$225.00 for replacement of clothing damaged by a student or occupational incident when the employee is fulfilling the duties of their position. The incident must be reported at the time of occurrence to the employee's supervisor. This reimbursement clause does not apply to the normal wear and tear clothing is subject to in the routine course of fulfilling the employee's function. The Superintendent has the discretion to approve additional dollars above the amount under unique and extraordinary circumstances for reimbursement.

Section 3.a. Cellular Phone Reimbursement: SWMetro shall pay up to ~~\$475.00~~ **\$600.00** for replacement of a personal cellular phone of the employee that is broken or damaged by a student or an occupational incident when the employee is fulfilling the duties of their position and has been required (by their program supervisor) to use or carry the cellular phone at the time of damage. The employee must demonstrate that they took reasonable steps to protect their cellular phone such as not leaving it out on a table. Insurance or other reimbursement(s) will be deducted from the maximum ~~\$475.00~~ **\$600.00** reimbursement amount. The Superintendent has the discretion to approve additional dollars above the amount under unique and extraordinary circumstances for reimbursement.

Section 4. Job Descriptions: A book containing general job descriptions for this bargaining unit will be maintained by SWMetro and available to employees.

Section 5. Job Re-Evaluation. The process for job re-evaluation will be followed when an employee, group of employees, or their supervisor believes a position has shown

MSEA SW METRO 2023-25 CONTRACT

substantial change in essential functions, level of responsibility or requirements. The SWMetro designee has the final authority to determine if the re-evaluation should progress. The determination to review is subject to the grievance process only up to level III. The results and outcome of the job re-evaluation are not subject to the grievance procedure.

To begin the process, the employee shall complete a written summation on how the position has changed and indicate what those changes are to the duties. This written summation must be submitted to the SWMetro office by May 1. Any change resulting from the job re-evaluation would be effective starting July 1 of the next fiscal year.

Section 6. Employee Notification of Violent Behavior By Students: Employees working directly or indirectly with students who may or have had violent and/or aggressive behaviors shall be notified in writing as soon as possible of the nature of the behaviors and the plan developed by SWMetro to better serve and protect the students and employees in accordance with applicable law.

Section 7. Meet and Confer: SWMetro's designated representative(s) and the Exclusive Representative shall meet and confer as needed.

Section 8. Safety Committee: When possible at least two (2) representatives of the Exclusive Representative shall serve on the SWMetro safety committee.

Section 9. Labor – Management Committee: When possible at least two (2) representatives of the Exclusive Representative shall serve on the SWMetro labor-management committee if such committee exists.

Section 10. Recruitment Stipend: A referral incentive/finder's fee will be provided to employees that refer a new staff member who is not currently employed by SWMetro. The \$100 Stipend shall be paid when the new employee returns for the first day of their ~~third~~ second year of employment. The new employee application will have a space to note if a current SWMetro employee referred the new hire. If the new hire notes a referral from two or more SWMetro employees, the stipend would be split between the referring SWMetro employees.

ARTICLE XX DURATION

Section 1. Terms And Reopening Negotiations: This Agreement shall remain in full force and effect for a period July 1, 2023, through June 30, 2025, and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not

MSEA SW METRO 2023-25 CONTRACT

commence negotiations more than sixty (60) days prior to the expiration of the Agreement.

Section 2. Effect: This agreement constitutes the full and complete Agreement between SWMetro and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, SWMetro 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this 16th day of April, 2024.

SWMetro

MSEA

Governing Board Chair

MSEA Field Representative

Superintendent

MSEA Steward

MSEA SW METRO 2023-25 CONTRACT

Appendix A

Wages

	Child-Care Aide A12	Food Service Technician B21	Paraprofessional, Custodian, Child-Care Educator B22	Head-Engineer, Specialists B23
2021-2022	1	2	3	4
1	\$15.55	\$17.55	\$18.55	\$21.91
2	\$15.85	\$17.85	\$18.85	\$22.22
3	\$16.15	\$18.15	\$19.15	\$22.54
4	\$16.45	\$18.45	\$19.45	\$22.85
5	\$16.75	\$18.75	\$19.75	\$23.17
6	\$17.05	\$19.05	\$20.05	\$23.49
7	\$17.35	\$19.35	\$20.35	\$23.81
8	\$17.65	\$19.65	\$20.65	\$24.13
2022-2023	1	2	3	4
1	\$15.85	\$17.85	\$18.85	\$22.21
2	\$16.15	\$18.15	\$19.15	\$22.52
3	\$16.45	\$18.45	\$19.45	\$22.84
4	\$16.75	\$18.75	\$19.75	\$23.15
5	\$17.05	\$19.05	\$20.05	\$23.47
6	\$17.35	\$19.35	\$20.35	\$23.79
7	\$17.65	\$19.65	\$20.65	\$24.11
8	\$17.95	\$19.95	\$20.95	\$24.43

Appendix A

Wages

Year 1: 2023-2024				
	Class 1 - A12	Class 2 - B21	Class 3 - B22	Class 4 - B23
	Child Care Aide	Food Service Tech	Para, Custodian, Child Care Educator	Engineer, Specialists
1	\$16.15	\$17.85	\$19.35	\$22.71
2	\$16.55	\$18.15	\$19.65	\$23.02
3	\$16.95	\$18.45	\$19.95	\$23.34
4	\$17.35	\$18.75	\$20.25	\$23.65
5	\$17.75	\$19.05	\$20.67	\$24.12
6	\$18.15	\$19.35	\$21.35	\$24.79
7	\$18.55	\$19.65	\$21.90	\$25.36
8	\$18.95	\$19.95	\$22.50	\$25.98

Year 2: 2024-2025			
	Class 1 - A12	Class 3 - B22	Class 4 - B23
	Child Care Aide	Para, Custodian, Child Care Educator	Engineer, Specialists
1	\$18.00	\$20.00	\$23.11
2	\$18.25	\$20.25	\$23.42
3	\$18.50	\$20.50	\$23.74
4	\$18.75	\$20.75	\$24.15
5	\$19.05	\$21.27	\$24.72
6	\$19.35	\$22.25	\$25.69
7	\$19.65	\$23.10	\$26.56
8	\$20.00	\$24.00	\$27.50

MSEA SW METRO 2023-25 CONTRACT

APPENDIX B BMS Grievance Procedure

APPLICATION.

This grievance procedure shall be applicable when a public employer and an exclusive representative of public employees have not reached agreement on or do not have access to a contract grievance procedure as required by Minnesota Statutes, section 179A.20, subdivision 4.

DEFINITIONS.

Bureau. “Bureau” means the Bureau of Mediation Services.

Days. “Days” means calendar days.

Employee. “Employee” means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, section 179A.12.

Grievance. “Grievance” means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, section 179A.20, subdivision 1.

Non-probationary. “Non-probationary” means an employee who has completed an initial probationary period required as a part of the public employer’s employment process.

Party. “Party” means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Service. “Service” means personal delivery, electronic submission that is date and time stamped or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

COMPUTATION OF TIME.

In computing any period of time prescribed herein, the day or act or event 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.

STEP ONE.

When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt

MSEA SW METRO 2023-25 CONTRACT

to resolve the matter with the employee's immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five days after the grievance is presented.

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 served on the next appropriate level of supervision by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within 15 days after the immediate supervisor's response was due under step one. The employer's representative shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within five 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.

STEP THREE.

If the grievance is not resolved under step two, the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person's designated representative within ten days after the written response required by step two was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting.

ARBITRATION.

Referral to arbitration. If the response of the chief administrative officer or designee is not received within the period provided in step three or is not satisfactory, the exclusive representative may serve written notice on the employer of its intent to refer the case to arbitration within ten days after the response required by step three is due.

Selection of arbitrator. Within ten days of the service of written notice of intent to arbitrate, the employer's chief administrative officer or designee shall consult with the agent of the exclusive representative 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. The parties shall alternately strike names from a list of seven 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

MSEA SW METRO 2023-25 CONTRACT

made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the bureau, the other party may serve written notice of this fact upon the bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the bureau shall designate one name from the list previously provided to the parties and the person so designated by the bureau shall have full power to act as the arbitrator of the grievance.

Arbitrator's authority. The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

Arbitration expenses. The employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as the result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses.

Transcripts and briefs. Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

PROCESSING OF GRIEVANCES.

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 procedure, 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.

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.

Time limits. A failure to raise a grievance within the time limits specified, or to initiate action at the next step of the procedure within the time limits in these parts shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of

MSEA SW METRO 2023-25 CONTRACT

an employer representative to comply with the time periods and procedures shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

DRAFT

MSEA SW METRO 2023-25 CONTRACT

APPENDIX C INSURANCE SETTLEMENT 2023-25 MSEA CONTRACT MEMORANDUM OF UNDERSTANDING

SOUTHWEST METRO INTERMEDIATE SCHOOL DISTRICT 288 AND MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

Whereas SouthWest Metro Intermediate #288 ("District") and Minnesota School Employees Association ("Union") (together referred to as "the Parties") have a binding labor agreement that expired on June 30, 2023; and

Whereas the Parties have reached a tentative agreement in terms of the elements of a collective bargaining agreement through an Interest Based Collective Bargaining model with the exception of insurance contributions; and

Whereas the Parties have discussed various options and costs to reach a tentative agreement on insurance.

Now, therefore, the parties agree to resolve the issue of insurance as follows:

- The District will partner with all employee groups through the District Insurance Committee to review all options for self-insurance and for a single unified bid to be in place by January 1, 2026.
- The Parties agree that there will be one Medical Plan offering that will be used for all District employees from January 1, 2026, through December 31, 2027.
- The Parties agree the district will not enforce the clause in the current contract requiring all staff to take at least single insurance coverage, instead allowing all employees to "opt-out" of insurance coverage beginning January 1, 2025.
- Any employee electing to opt-out of insurance will be required to demonstrate obtaining insurance through a different source during the Fall 2024 open enrollment period and throughout the 2025 plan year if they have a qualifying event.
- For the period January 1, 2025, through December 31, 2025, the district will contribute \$12,570 to family insurance premium costs (\$12,220 current contract plus \$350), \$10,770 to single plus 1 insurance premium costs (\$10,420 current contract plus \$350), and \$9,670 to single insurance premium costs (\$9,320 current contract plus \$350). Monies saved by the District from employees electing to opt out of insurance coverage will be used to pay the additional insurance premium costs noted above with any monies above those necessary to meet these costs being used to establish the basis for a pool for self-insurance.

The Parties agree with the above language as evidenced by the signatures of their representatives below.

FOR: _____ FOR: _____

Minnesota School Employees Association _____ SouthWest Metro Intermediate District #288 _____

MSEA Field Agent _____ Date _____ Governing Board Chair _____ Date _____

MSEA Steward _____ Date _____ Superintendent _____ Date _____

MSEA SW METRO 2023-25 CONTRACT

IMPLEMENTATION OF CONTRACT

Letter of Agreement

THIS LETTER OF AGREEMENT IS ENTERED INTO BY District Number 288 the SouthWest Metro Intermediate District (hereinafter known as "SWMetro") and the Minnesota Schools Employees Association (hereinafter known as "MSEA"). SWMetro and MSEA agree to the following:

1. Step advancement and longevity movement shall be made during both years of the contract.
2. Employees shall receive compensation pursuant to the terms of the contract retroactive to July 1, 2024.
3. The following employees whose hourly rate is outside the "contract grid" shall receive ~~\$1.55~~ \$.50 per hour increase in wages in the first year of the contract and the second year of the contract will move to the salary grid for Paraprofessionals (B22) Step 8 at \$24.00 per hour: a \$.30 per hour additional increase in wages in the second year of the contract. ~~The following employees are "grandfathered" into their wages and will receive increases, if any, the same as the increases put on the wage schedule:~~
 - a. Jennifer Kahlow
 - b. Julie Morrison
 - ~~c. Katherine Otto~~
 - d. Deborah Worm
4. The following employee whose "grandfathered" hourly rate will remain outside the "contract grid" shall receive \$1000 lump sum in Year 1 and Year 2 to be spread evening over the 24 payrolls.
 - a. Katherine Otto

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

FOR:

MN School Employees' Association
Exclusive Representative

MSEA Steward

MSEA Field Representative

FOR:

SouthWest Metro Intermediate
District #288

Governing Board Chair

Superintendent

MSEA SW METRO 2023-25 CONTRACT

MSEA UNIT DESCRIPTION

Letter of Agreement

THIS LETTER OF AGREEMENT IS ENTERED INTO BY District Number 288 the SouthWest Metro Intermediate District (hereinafter known as "SWMetro") and the Minnesota Schools Employees Association (hereinafter known as "MSEA"). SWMetro and MSEA agree to the following:

1. SWMetro Unit Description Components:

- a. At the time of the inception of SWMetro, July 1, 2013, the following positions were employed by SWMetro. SWMetro and MSEA mutually agree they are to be included in the Unit Description:
 - i. Paraprofessionals
 - ii. Food Service Technicians
 - iii. Child Care Workers
- b. At the time of the inception of SWMetro, the following positions were not employed by SWMetro. However, SWMetro and MSEA mutually agree they are also to be included in the Unit Description as it is likely these positions will be filled in the future and MSEA should serve as their exclusive representative if filled:
 - i. Information Technology Specialists
 - ii. Adaptive Specialists (COTAs, PTAs and SLPAs)
- c. In addition, after the formation of SWMetro, the following group sought representation by MSEA. SWMetro and MSEA mutually agree this group should be included in the Unit Description:
 - i. Custodians (including: Custodians and Head Engineers)

2. SWMetro Unit Description:

- i. Paraprofessionals
- ii. Food Service Technicians
- iii. Child Care Workers
- iv. Custodians/Head Engineers
- v. Information Technology Specialists
- vi. Adaptive Specialists
- vii. Registered Behavior Technicians (RBTs)
- viii. Health Aides

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

FOR:

MN School Employees' Association
Exclusive Representative

MSEA Steward

MSEA Field Representative

FOR:

SouthWest Metro Intermediate
District #288

Governing Board Chair

Superintendent

MSEA SW METRO 2023-25 CONTRACT

WORK COMMUNICATIONS

Letter of Agreement

THIS LETTER OF AGREEMENT IS ENTERED INTO BY District Number 288 the SouthWest Metro Intermediate District (hereinafter known as "SWMetro") and the Minnesota Schools Employees Association (hereinafter known as "MSEA"). SWMetro and MSEA agree to the following:

SWMetro and MSEA mutually agree that it is critically important for all staff to remain current on announcements, updates, and directives. The parties acknowledge that one key method used to communicate this information to all staff is via email. As such, it is imperative that staff 1) be afforded a district email account, 2) have access to a work area with computer access, and 3) be afforded time during the work day to check email.

At the time of ratification of this contract, the parties are both committed to these principles and believe these principles are being met for members of the bargaining unit. If this fails to be the case, specific instances should be immediately brought to the attention of the employee's supervisor and/or the Superintendent. The parties agree to monitor this situation and revisit the question at the next round of collective bargaining.

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

FOR:

MN School Employees' Association
Exclusive Representative

FOR:

SouthWest Metro Intermediate
District #288

MSEA Steward

Governing Board Chair

MSEA Field Representative

Superintendent

MSEA SW METRO 2023-25 CONTRACT

MENTOR PROGRAM

Letter of Agreement

THIS LETTER OF AGREEMENT IS ENTERED INTO BY District Number 288 the SouthWest Metro Intermediate District (hereinafter known as "SWMetro") and the Minnesota Schools Employees Association (hereinafter known as "MSEA"). SWMetro and MSEA agree to the following:

~~SWMetro and MSEA mutually agree that professional development and dissemination of information are essential for a productive workforce and quality services to students. The parties further agree that one vehicle by which these standards can be enhanced is through a mentor program.~~

~~Neither the SWMetro Master Agreement with the SouthWest Metro Education Association (SMEA) nor the Master Agreement with MSEA explicitly address a mentoring program. However, the parties mutually agree it is everyone's best interest to review and revise the existing program with input from staff and administration.~~

~~To that end, SWMetro, MSEA, and SMEA agreed to form a Taskforce to examine the current mentoring system and make necessary revisions and modifications under the following terms:~~

- ~~• The Taskforce will be comprised of persons representing the Unions, Board, and Administration.~~
- ~~• The Taskforce will conduct its review throughout the 2021-2022 school year and make recommendations for the improvement of the program in the following areas:~~
 - ~~○ Compensation~~
 - ~~○ Training of Mentors (Including Curriculum)~~
 - ~~○ Assignment of Mentors to New Staff~~
 - ~~○ Mentor Loads~~
 - ~~○ Schedule of Meetings~~

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

FOR: _____ FOR: _____

MN School Employees' Association _____ SouthWest Metro Intermediate
Exclusive Representative _____ District #288

MSEA Steward _____ Governing Board Chair

MSEA Field Representative _____ Superintendent