

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION**

**AND**

**MEEKER AND WRIGHT SPECIAL EDUCATION COOPERATIVE,  
JOINT POWERS DISTRICT NO. 938**

**July 1, 2024 - June 30, 2026**

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## **ARTICLE I PURPOSE**

**Section 1. Parties:** This Agreement is entered into by and between Meeker and Wright Special Education Cooperative Joint Powers District No. 938 (hereinafter "MAWSECO") and Minnesota School Employees Association (hereinafter "MSEA" or the "exclusive representative") pursuant to and in compliance with the Public Employment Labor Relations Act as amended (hereinafter "PELRA").

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

**Section 1. Recognition:** In accordance with PELRA, MAWSECO recognizes MSEA as the exclusive representative for all non-clerical support staff employed by MAWSECO, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential, and all other employees of MAWSECO. The exclusive representative has the rights and duties prescribed by PELRA and this Agreement.

**Section 2. Appropriate Unit:** The MSEA represents all employees of MAWSECO that are in the appropriate unit as defined in Article III, Section 2, of this Agreement and PELRA and as certified by the Bureau of Mediation Services.

## **ARTICLE III DEFINITIONS**

**Section 1. Terms and Conditions of Employment:** For purposes of this Agreement, "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 or severance pay, and the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" is subject to the provisions of PELRA.

**Section 2. Appropriate Unit:** For purposes of this Agreement, "appropriate unit" means all non-clerical support staff employed by MAWSECO, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential, and all other employees of MAWSECO.

**Section 3. Employee:** For purposes of this Agreement, "employee" means a member of the appropriate unit who otherwise meets the definition of a public employee under PELRA. The term "employee" does not include individuals who work on a temporary, casual, or substitute basis and do not meet the definition of a public employee under PELRA.

**Section 4. MAWSECO:** For purposes of this Agreement, "MAWSECO" means MAWSECO's Governing Board or its designated representative.

**Section 5. Substitutes:** For the purposes of this Agreement, a substitute means a person who is employed by MAWSECO on an at-will basis in a unit position for less than 68 working days in any calendar year. Substitutes are not covered by this Agreement.

**Section 6. Standard Work Day:** An employee's standard work day is the number of hours specified in the employee's most recent notice of assignment. Nothing in this Agreement prohibits MAWSECO from issuing a new notice of assignment to an employee.

**Section 7. Full-Time:** For the purpose of this Agreement, full-time means that an employee's regular work assignment is, on average, thirty (30) hours per week or more in the contract year.

**Section 8. Part-Time:** For the purpose of this Agreement, part-time means that an employee's regular work assignment is, on average, less than thirty (30) hours per week in the contract year.

**Section 9. Fiscal/Contract Year:** The fiscal or contract year begins on July 1 each year and ends on June 30 the following year.

**Section 10. Other Terms:** Terms not defined in this Agreement shall have those meanings as defined by PELRA.

#### **ARTICLE IV GOVERNING BOARD RIGHTS**

**Section 1. Inherent Managerial Rights:** MSEA recognizes that MAWSECO is not required to meet and negotiate on matters of inherent managerial policy. All management rights and management functions that are not expressly relinquished in this Agreement are reserved to MAWSECO. MAWSECO's inherent managerial rights include, but are not limited to, the right:

- A. To direct all operations of the school system;
- B. To establish reasonable work rules, regulations, and schedules of work;
- C. To hire, schedule, assign, reassign, transfer, and promote employees;
- D. To assign and reassign duties and responsibilities to employees;
- E. To determine the qualifications of employees in positions in the school system;
- F. To suspend, discharge, and take other disciplinary action against employees for cause;
- G. To create, revise, or eliminate positions;
- H. To maintain efficiency of its school operations and to operate its schools in a manner that is most economical to the taxpayers of the member districts of MAWSECO;

- I. To introduce new or improved methods or facilities or to change existing methods or facilities;
- J. To determine the kinds and amounts of services to be performed for school system operations and the number and kinds of positions and job classifications to perform such services;
- K. To determine the methods, means, and personnel by which school system operations are to be conducted;
- L. To take whatever reasonable actions are necessary in emergency situations; and
- M. To develop and implement evaluations and accountability procedures applicable to all job functions and employees.

**Section 2. Management Responsibilities:** The exclusive representative recognizes the right and obligation of the Governing Board to efficiently manage and operate within its legal limitations and with its primary obligation to provide educational opportunity for the students of MAWSECO.

**Section 3. Effect of Laws, Rules and Regulations:** MSEA recognizes that all employees covered by this Agreement must perform the services and duties prescribed by MAWSECO and are governed by rules, regulations, directives and orders issued by MAWSECO. MSEA also recognizes the rights, obligation and duty of MAWSECO and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by MAWSECO insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

**Section 4. Reservation of Managerial Rights:** The foregoing enumeration of rights and duties may 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 MAWSECO.

## **ARTICLE V EMPLOYEE RIGHTS**

**Section 1. Rights to Views:** Nothing contained in this Agreement will 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 PELRA, employees have the right to form and join labor or employee organizations. Employees also have the right not to form and join such organizations. Employees in an appropriate unit will 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 MAWSECO. New hires will be made available per Minnesota Statute.

**Section 3. Request for Dues Check Off:**

**Subd. 1. Payroll Deduction:** Pursuant to Minn. Stat. 179A.06 MAWSECO will deduct from the regular payroll: MSEA dues for those employees in the bargaining unit who are members of the MSEA and who have requested in writing to have their regular MSEA dues deducted. MAWSECO will deduct from the employee's pay-check the dues the employee has agreed to pay to MSEA in accordance with MSEA's dues structure and schedule.

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

**Subd. 3. MSEA lists:** MAWSECO shall report to MSEA the information on all employees including additions, deletions and status changes within the bargaining unit. The report shall be transmitted in accordance with Minnesota Statute.

**Section 4. Personnel Files:** Upon request, MAWSECO will permit an employee to inspect his or her personnel file at reasonable times and places. Any employee who disputes the accuracy or completeness of data in their file may challenge the data by following the procedure set forth in the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes section 13.04. This statutory reference is provided for informational purposes only. The parties are not agreeing to incorporate any provision of the MGDPA into this Agreement, and no part of the MGDPA is subject to the grievance procedure set forth in this Agreement.

**Section 5. New Hires:** Each new hire will be provided the general job description for their job classification, a copy of the current Master Agreement, and a notice of assignment. Additionally, MAWSECO will notify MSEA of any new hires in accordance with Minnesota Statute.

## **ARTICLE VI RATES OF PAY**

**Section 1. Contract Continuation:** If the parties do not enter into a successor Agreement before the term of this Agreement expires, employees will continue to receive benefits and be paid at their rate of pay in the second year of this Agreement until a successor agreement is ratified.

**Section 2. Rates of Pay for 2024-2025:** This section establishes the hourly rates of pay for all employees for the 2024-2025 school year.

Paraprofessional:

- Step 1: 20.91
- Step 2: 21.70
- Step 3: 22.48
- Step 4: 23.26
- Step 5: 24.04



Step 6: 24.82  
Step 7: 25.59  
Step 8: 26.37  
Step 9: 27.16

**COTA:**

Step 1: 27.52  
Step 2: 28.54  
Step 3: 29.58  
Step 4: 30.60  
Step 5: 31.63  
Step 6: 32.65  
Step 7: 33.69  
Step 8: 34.71  
Step 9: 35.74

**Section 3. Rates of Pay for 2025-2026:** This section establishes the hourly rates of pay for all employees for the 2025-2026 school year.

**Paraprofessional:**

Step 1: 21.75  
Step 2: 22.56  
Step 3: 23.38  
Step 4: 24.19  
Step 5: 25.00  
Step 6: 25.82  
Step 7: 26.62  
Step 8: 27.43  
Step 9: 28.24

**COTA:**

Step 1: 28.62  
Step 2: 29.68  
Step 3: 30.76  
Step 4: 31.82  
Step 5: 32.90  
Step 6: 33.96  
Step 7: 35.03  
Step 8: 36.10  
Step 9: 37.17

**Section 4. Summer School/Extended School Year Pay:** Employees shall be paid an additional \$2.50 per hour in addition to their regular rate of pay for all summer school and extended school year hours worked.

**Section 5. Step Advancement:** New hires will be placed on Step 1 or at a higher step, at the discretion of MAWSECO. An employee must work at least one hundred and ten (110) days per year to advance to the next step. Eligible employees will advance one step on July 1, 2024 and July 1, 2025.

**Section 6. Bus/Van Certification:** Paraprofessionals required by MAWSECO to undergo bus/van certification as part of their daily assignments will receive a \$25 stipend. The stipend will be paid at year end provided the employee has submitted their Type-III vehicle certificate to the Business Office by May 31 of that school year. Employees who complete a partial year of service and are eligible for the stipend will receive prorated payment with their final pay period.

**Section 7. Payroll:** Payroll will be run twice a month, unless MAWSECO provides two months' notice to the Union that MAWSECO is changing the payroll schedule.

**Section 8. Overtime:** An employee will receive overtime pay at the rate of one and one-half (1.5) times the employee's regular rate of pay for hours worked in excess of forty (40) during the regular workweek. No employee may work in excess of forty (40) hours during a regular work week without prior approval from MAWSECO's Executive Director or the Executive Director's designee. Paid leave in any form will not be considered "hours worked" for purposes of determining whether an employee is eligible to receive overtime pay.

**Section 9. Recording Hours Worked:** MAWSECO may require employees to use a time clock or other method of recording hours worked. MAWSECO may round the hours worked by an employee up or down by five minutes per week.

**Subd. 1. Unpaid Time:** Any unpaid time must be approved by the Executive Director after exhausting any and all eligible leave.

**Section 10. Years of Service Payment:** Employees will receive a one-time, non-cumulative payment upon completing continuous years of service in the bargaining unit in accordance with the schedule that is below. For full-time employees, the pretax amount of the one-time, non-cumulative payment will be based on the schedule that is below. For part-time employees, the amount of the payment will be prorated based on the average number of hours the employee worked during the last year.

Completed Years of Service	Gross Amount of Payment
5-9	\$1,000
10-14	\$1,500
15-19	\$2,000
20+	\$2,500

MAWSECO will make the one-time payment, less applicable taxes and withholdings, on or about June 30, after the employee completes the contracted years of continuous service, provided that the employee fulfills the contract issued to them at the onset of the specified school year. An employee whose employment ends before fulfillment of the issued contract, for any reason, is not eligible to receive the one-time, non-cumulative payment.

## **ARTICLE VII HOURS OF SERVICE**

**Section 1. Hours of Service:** MAWSECO will determine the days and hours of service for each employee, including but not limited to the starting time and ending time for shifts and the time when an eligible employee will take a duty-free lunch break. The number of hours that an employee works per day, per month, and per year may vary based on MAWSECO's assessment

of its needs, including projections of student attendance. Full-time employees and part-time employees who work a minimum of seven hours in a particular duty day will receive a thirty-minute lunch break, which will be unpaid and duty-free. Any employee who is required to work during a scheduled lunch break under the direction of licensed staff will be compensated for the minutes worked during the lunch break or, upon mutual agreement with the employee, will be given additional uninterrupted break time during the same day equivalent to the number of minutes the employee was required to work during the employee's lunch break.

**Section 2. Notice of Assignment:** MAWSECO will notify employees of their assignments for the upcoming school year by August 15 or as soon after that date as is practical. This notice is subject to MAWSECO's right to modify the assignment, to determine hours of work, and to reassign employees. When practicable, MAWSECO will notify employees of any change in assignment at least ten business days before the change occurs.

**Section 3. One to One Assignment:** When a paraprofessional with a one to one assignment reports to work and the assigned student is absent and MAWSECO is not able to reassign the paraprofessional to another program where the assignment is appropriate, the one to one paraprofessional will be guaranteed four (4) hours of work. The paraprofessional may elect to utilize their personal leave for the day. In the case of student absences and there are sub paras hired for the day, the one to one paraprofessional should have precedent over the sub in the same physical location.

**Section 4. Training:** MAWSECO may establish dates and times of mandatory training for employees. Employees will be compensated at their regular hourly rate for attending such training, including workshop days before students return to school. If any employee misses a mandatory training and is required to make up the training, the employee will be paid at their normal hourly rate.

**Section 5. School Closing:** MAWSECO will adhere to Minnesota Statute regarding paying employees when school is closed, including late start and early dismissal.

## **ARTICLE VIII GROUP INSURANCE**

**Section 1. Selection of Carrier:** MAWSECO may select the insurance carrier and the insurance policy. MAWSECO retains the right to change the insurance carrier and the insurance policy that it selects subject to any applicable laws.

**Section 2. Eligibility for Health and Hospitalization Insurance:** To be eligible to receive insurance, an employee must be scheduled to work an average of thirty (30) hours or more per week. A waiting period of up to thirty (30) days will apply unless the insurer requires a longer period.

**Section 3. Premium Contribution:** During the 2024-2025 and 2025-2026 school year, MAWSECO will contribute up to seven hundred dollars and zero cents (\$700.00) per month toward the premium for single group medical and hospitalization insurance coverage for each employee who is enrolled in the group health and hospitalization plan selected by MAWSECO. MAWSECO will contribute up to one-thousand two hundred dollars and zero cents (\$1,200.00) per month toward the premium for family group medical and hospitalization insurance for each

employee who is enrolled in the group health and hospitalization plan selected by MAWSECO. Any additional costs of the premium must be paid by the employee and paid by payroll deduction.

**Section 4. Long-Term Disability Insurance:** MSEA employees who are scheduled to work six hundred (600) hours or more per school year based on the employee's notice of assignment will be enrolled in the long-term disability insurance policy held by MAWSECO. MAWSECO will select the long-term disability policy. MAWSECO employees will pay the premium for this policy as a post-tax deduction through payroll. Benefits provided will be governed by the terms of the policy.

**Section 5. Life Insurance:** MAWSECO will pay the premium for group term life insurance, with a maximum death benefit of fifty thousand dollars (\$50,000) for employees who are scheduled to work at least thirty (30) hours per week.

**Section 6. Dental Insurance:** During the 2024-2025 school year, MAWSECO will contribute up to fifty dollars and zero cents (\$50.00) per month toward the premium for the single or family dental insurance plan selected by MAWSECO. During the 2025-2026 school year, MAWSECO will contribute up to fifty-five dollars and zero cents (\$55.00) per month toward the premium for the single or family dental insurance plan selected by MAWSECO. Any additional costs of the premium must be paid by the employee and paid by payroll deduction.

**Section 7. No Claims Against MAWSECO:** MAWSECO is not guaranteeing that any particular claim will be paid or covered by any insurance, or that any specific amount will be paid under any insurance policy. MAWSECO's only obligation is to select a policy and pay the amounts stated in this Article of the Agreement. No claim or cause of action shall be made against MAWSECO as a result of a denial of insurance benefits by an insurance carrier or for any claim that is not covered or paid by insurance.

**Section 8. Duration of Insurance Contribution:** MSEA employees that submit their resignation effective at the end of the school year will maintain eligibility to receive contribution from MAWSECO toward the cost of any insurance premium through August 31st. For MSEA employees that submit their resignation in the middle of the year, MAWSECO's obligation to make any payment toward any insurance premium for such an employee will cease on the last day of the month in which the employee's last day of employment occurred unless otherwise required by law. Employees will be eligible to continue coverage under the provisions of COBRA at their own expense after their eligibility has ceased.

## **ARTICLE IX LEAVES OF ABSENCE**

**Section 1. Definition of "Day":** For purposes of this Article, an employee's "day" is equal to the average number of hours the employee is regularly scheduled to work during a duty day.

**Section 2. Sick Leave Accumulation:** Each full-time employee will earn eighty hours of earned sick and safe time leave per school year. An employee may accumulate up to ninety (90) days of sick leave. An employee who separates from employment with MAWSECO for any reason forfeits any unused sick leave.

**Section 3: Sick Leave Use:** An employee may use accumulated sick leave whenever the employee's absence is found to have been due to an illness or health condition that prevented the employee from attending school and performing duties on that day. An employee may also use accumulated sick leave for absences due to an illness or injury to the employee's child.

**Subd. 1.** This Agreement does not impact any rights an employee has, under federal or state law, to use sick leave.

**Subd. 2.** MAWSECO may require that an employee provide a certification from a medical provider if the employee has taken sick leave for more than three (3) consecutive days or on the day immediately before or after a holiday or day of personal leave. The employee will have one week to provide the certification confirming that an illness or disability prevented the employee from attending school and performing their duties. The final determination as to the eligibility of an employee for sick leave is reserved to MAWSECO. MAWSECO will notify employees when a medical certification is required.

**Subd. 3.** Sick leave will be deducted from the accrued sick leave days earned by an employee.

**Subd. 4.** Upon termination of employment for any reason, any accumulated sick leave shall be forfeited. The employee will not be reimbursed for any unused accumulated sick leave. However, in the event of a layoff and recall, an employee will retain accrued and unused sick leave.

**Section 4. Personal Leave:** Each employee will earn two (2) days of paid personal leave per school year at the employee's regular rate of pay. Employees must take personal leave in one-hour increments during student contact time and 15-minute increments outside of student contact time as defined by the building schedule. Personal leave may accumulate up to a maximum of 4 days, and an employee who separates from employment with MAWSECO for any reason forfeits any unused personal leave. Employees must submit to MAWSECO a request to use personal leave at least three days in advance. MAWSECO will have the right to determine whether or not personal leave will be granted for a given day.

**Section 5. Medical Leave:**

**Subd. 1. Eligibility:** Upon request, a non-probationary employee who is unable to perform duties because of illness or injury, and who has exhausted all accumulated sick leave may, in MAWSECO's discretion, be granted a medical leave of absence, without pay, for up to six (6) months. At the discretion of MAWSECO, this leave may be renewed upon request by the employee.

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

**Section 6. Continuation of Insurance While on Leave:** An employee on unpaid leave is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions. Except as otherwise provided by law, the employee must pay the entire

premium for such insurance commencing with the beginning of the leave and must pay the monthly premium to MAWSECO in advance.

**Section 7. Seniority and Accrual of Benefits:** An approved leave of absence, paid or unpaid, will not constitute a break in service for purposes of calculating an employee's seniority. However, an employee will not accrue any additional benefits while on leave.

**Section 8. Jury Duty and Witness Leave:** An employee who serves on jury duty or has been subpoenaed to appear in court relative to their employment with MAWSECO shall be granted the day or days necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty or subpoena service shall be remitted to MAWSECO. Travel and meal expenses received in connection with jury service shall remain with the individual.

**Section 9. Workers Compensation:** If an employee is collecting workers' compensation benefits for an injury suffered while working for MAWSECO, the employee may draw from their accumulated sick leave, if any, in order to receive the total weekly rate of compensation the employee was receiving at the time of the injury. Payments from the employee's accumulated sick leave must be charged against the employee's sick leave account and must not result in the payment of a total weekly rate of compensation that exceeds the weekly wage of the employee at the time of the injury or the total amount of the employee's accumulated sick leave.

**Section 10. Bereavement:** A total of five (5) days bereavement leave per year are granted for death in the immediate family for full-time employees. Consistent with the definition of a "day," part-time employees will receive such leave on a pro-rated basis. Immediate family shall mean the employee's spouse, child, parent or guardian, the parent or guardian of the employee's spouse, or the grandparent, grandchild, brother or sister of the employee. No payroll deduction will be made for bereavement leave granted for the death in the immediate family. Additional bereavement leave for immediate family may be granted subject to the approval of the Executive Director and will be deducted from the employee's accrued sick leave. One (1) day of bereavement leave for other relatives and close personal friends may be granted at the discretion of the Executive Director and will be deducted from the employee's accrued sick leave. Upon termination of employment, employees are not entitled to any compensation for any unused days of bereavement leave.

**Section 11. Statutory Leaves.** This Agreement must not be construed to diminish the right of any employee to take any form of leave which the employee is eligible to take under federal or state law, including, but not limited to, family medical leave under the Family Medical Leave Act (FMLA), or any of the following types of leave under Minnesota law: bone marrow donor leave, organ donor leave, leave related to the birth or adoption of a child, leave to vote, leave to serve as an election judge, and leave to attend school conferences and activities. This Agreement makes reference to specific types of statutory leave for informational purposes only. The parties do not intend or agree to incorporate any provision of federal or state law into this Agreement, unless otherwise specifically stated in this Agreement. Accordingly, no provision of federal or state law is subject to the grievance procedure set forth in this Agreement, unless otherwise specifically stated in this Agreement.

**Section 12. Union Leave:** MAWSECO will afford reasonable time off, without pay, to elected officers or appointed representatives of MSEA to conduct the duties of the exclusive representative. The parties agree that MAWSECO is not obligated to permit more than one employee from the same program to take time off, at the same time, to conduct the duties of the

exclusive representative. Requests for leave under this provision must be submitted to the Executive Director at least ten business days in advance. A second representative from the same program will be allowed to attend provided a substitute can be secured prior to MSEA registration cut off. MAWSECO may deny all untimely requests. For purposes of this section, the term "program" means Trek, Journeys, Step, Cornerstones, Eastern Wright, Village Ranch, Sholund, and Wings.

## **ARTICLE X PAID HOLIDAY**

**Section 1. Paid Holiday:** Christmas, Christmas Eve, Thanksgiving Day, Day after Thanksgiving, New Year's Eve, and New Year's Day will be a paid holiday for all employees. In accordance with the definition of a "day" in Article IX, Section 1 of this Agreement, the amount of pay an employee receives will be based on the employee's standard workday.

## **ARTICLE XI PROBATIONARY PERIOD**

**Section 1. Probationary Period:** Each employee must serve a probationary period of nine (9) working months of continuous service in MAWSECO, during which time MAWSECO will have the unqualified right to discharge, suspend without pay, or otherwise discipline such employee. During the probationary period, the employee has no recourse to the grievance procedure to challenge a discharge, suspension, or other form of discipline. However, a probationary employee does have the right to file a grievance alleging that a provision of this Agreement has been violated. The probationary period may be extended for up to twelve (12) additional months upon mutual agreement by MAWSECO and the exclusive representative.

**Section 2. Seniority date upon completion of probation:** Employees will acquire seniority upon completing the probationary period as defined in this Agreement. Upon acquiring seniority, the seniority date will relate back to the first date of continuous service in a position governed by this Agreement. If more than one employee began work on the same date, the employee with the lowest employment application number will be given a higher seniority ranking.

## **ARTICLE XII DISCIPLINE AND DISCHARGE**

**Section 1. Discipline and Discharge:** MAWSECO may discipline or discharge an employee who has completed the probationary period for just cause. MAWSECO may impose any form or level of discipline that is commensurate with the nature and severity of the offense. By way of example, but without limitation, discipline may include one or a combination of the following: a verbal warning; a verbal reprimand; a written warning; a written reprimand; a suspension without pay; or immediate discharge.

**Section 2. Grievance:** Discipline imposed by MAWSECO is subject to the grievance process. For purposes of this Agreement, written notice of concerns about an employee's job performance is not considered to be a form of discipline.

**Section 3. Signature:** MAWSECO will attempt to obtain the dated signature of the affected employee on any written notice of disciplinary action. This signature acts as verification that the employee has received the written notification. The document will state that the signature does not indicate agreement by the employee with the content of the written notification. The failure or inability to obtain an employee's signature does not affect the validity of disciplinary action and is not subject to the grievance procedure.

### **ARTICLE XIII VACANCIES, POSTINGS, AND TRANSFERS**

**Section 1. Vacancies and Postings:** MAWSECO will provide employees with computer access during the duty day. MAWSECO will post on its website new full-time, permanent positions and vacant full-time, permanent positions that are in the appropriate unit. In lieu of posting on its website, MAWSECO may provide notice of the vacancy by sending an email to all employees in the unit. Using MAWSECO's email system, employees must notify MAWSECO of their interest in a posted position within three (3) calendar days after the position is posted. In awarding the position, MAWSECO will consider an employee's seniority and experience with MAWSECO but is not required to make any hiring decisions based on seniority or experience.

**Section 2. Voluntary Transfers Requests:** Any employee who wishes to transfer from one program to another, or who wishes to be given an assignment that provides for more hours, must submit a request to the MAWSECO Director of Human Resources no later than the end of the school year. Such requests may be taken into consideration when making assignments for the next school year, but under no circumstances shall MAWSECO 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.

**Section 3. Involuntary Transfers:** Nothing in this Agreement prohibits MAWSECO from transferring an employee from one program to another, or from one position to another. If a transfer or other non-disciplinary job change causes an employee to drop below benefit eligibility, the transfer or non-disciplinary job change will be considered a layoff for purposes of Article XIV.

**Section 4. 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 MAWSECO under this bargaining unit within a time period of no greater than twelve (12) months after the date of termination, the employee may, at MAWSECO's discretion, be reinstated without loss of seniority, rate of pay, 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 number of employees in a specific program. In the event a reduction in force in a particular program becomes necessary, MAWSECO will lay off employees in that program in the inverse order in which they were employed by MAWSECO, except that a more senior employee may not be retained for a position that she/he is not qualified to hold. An employee on layoff will retain seniority and the right to recall, in seniority order, for a period of twelve (12) months after the date of the layoff. An employee who is laid off is responsible for notifying MAWSECO of any change in address and phone number. Upon receiving written or verbal notice of recall, an employee must notify MAWSECO within four business days if the employee intends to accept the position on recall. An employee who does not respond or accept a position upon receiving notice of recall forfeits any further recall rights.

**Section 2. Classifications:** For the purposes of this Agreement the following job classifications and positions exist: (1) certified occupational therapy assistants and (2) paraprofessionals.

**Section 3. Seniority Date:** An employee's seniority is their first day of continuous service in MAWSECO. If more than one (1) employee begins work on the same day, the employee with the lowest employment application number will be given a higher seniority ranking.

**Section 4. Termination of Seniority:** An employee's seniority rights terminate upon resignation, termination, or after twelve consecutive months of layoff. Employees on the recall lists who refuse a position of like hours to their last assignment shall be removed from the recall list and lose their seniority rights.

**Section 5. Seniority List:** By December 1 of each school year, MAWSECO will generate an updated seniority list, post it in MAWSECO's central office, and send it to the employees by electronic mail. If an employee disagrees with their placement on the seniority list, the employee must make an effort to address the disagreement with MAWSECO's director of special education. If the grievance is not resolved through informal discussions between the employee and the director of special education, or if the disagreement is not addressed within ten days after the seniority list is published and sent to employees, the employee must grieve the placement within the following ten (10) calendar days. An employee's failure to file a grievance within ten (10) calendar days will be deemed to constitute a waiver of the grievance and acquiescence to employee's placement on the list.

## **ARTICLE XV GRIEVANCE PROCEDURES**

**Section 1. Grievance Definition:** A "grievance" means an allegation by an employee regarding a dispute or disagreement between the employee and MAWSECO as to the interpretation or application of this Agreement.

**Section 2. Representation:** The employee and MAWSECO may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

### **Section 3. Definitions and Interpretations:**

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

**Subd. 2. Days:** For purposes of this Article, the term "days" means calendar days.

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

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

**Section 4. Time Limitation and Waiver:** A grievance is not valid for consideration unless the grievance is submitted in writing to MAWSECO's director of special education, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) calendar days after the date the event giving rise to the grievance, or within twenty (20) calendar days after the employee should reasonably have had knowledge of that event. The failure to file a grievance that complies with these requirements within the twenty-day period must be deemed to be a waiver of the grievance. The failure to appeal a grievance from one level to another within the time periods stated in this Agreement must be deemed to constitute a waiver of the grievance. These requirements are jurisdictional.

**Section 5. Adjustment of Grievance:** An effort should first be made to adjust an alleged grievance informally between the employee and MAWSECO's Executive Director. If the grievance is not resolved through informal discussions between the employee and the director of special education, the following procedure will apply:

**Subd. 1. Level I:** The Executive Director may issue a written decision on the grievance to the employee within ten (10) calendar days after receipt of the written grievance or may choose not to respond.

**Subd. 2. Level II:** If the grievance is not resolved at Level I, the employee or the exclusive representative may appeal the director's decision to the Board of MAWSECO, provided that the appeal is made in writing within ten (10) calendar days after receipt of the decision at Level I or the expiration of time for the director of special education to issue a decision. If a grievance is properly appealed to the Board, the Board or a designee, which may be the director of special education, will set a time to meet with the exclusive representative regarding the grievance. Within ten calendar days after meeting to consider the grievance, the Board or its designee may issue a decision in writing to the parties involved or may choose not to respond.

**Section 6. Denial of Grievance:** Failure by MAWSECO or its representative to issue a decision within the time periods provided above, including observance of dates and time of meetings, will

constitute a denial of the grievance and the employee may appeal it to the next level within the prescribed time period.

**Section 7. Arbitration:** In the event that the employee and MAWSECO are unable to resolve a grievance, the exclusive representative may submit the grievance to arbitration as stated below:

**Subd. 1. Request:** A request to submit a grievance to arbitration must be in writing and must be signed by the exclusive representative. Such a request must be received by the Executive Director within fifteen calendar days following the decision at Level II of the grievance process.

**Subd. 2. Prior Compliance Required:** An arbitrator may not consider a grievance unless it has been duly processed in compliance with the timelines and other grievance procedures stated in this Article.

**Subd. 3. Selection of Arbitrator:** Upon submission of a request to arbitrate that is made in compliance with the procedures and deadlines in this Article, the parties may attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request that the Bureau of Mediation Services (BMS) submit a list of arbitrators, provided such request is made within fifteen days (15) after the request for arbitration. Within twenty (20) days after the request for arbitration, MAWSECO and the exclusive representative must mutually agree upon an arbitrator or select an arbitrator from the BMS list by alternately striking names from the list until only one name remains. The person remaining will be the arbitrator. If the parties cannot agree on who will strike from the list first, the order will be determined by the flip of a coin. The failure to agree upon an arbitrator or to select an arbitrator from the BMS list of arbitrators within fifteen calendar days after the request for arbitration will constitute a waiver of the grievance.

**Subd. 4. Hearing:** If the grievance is filed in compliance with this Article, the grievance will be heard by a single arbitrator and each party may be represented by counsel or by another representative of the party's choosing. The parties will have the right to submit evidence, which may include offering testimony, and to make arguments relating to the issues before the arbitrator.

**Subd. 5. Decision:** The decision by the arbitrator must be rendered within thirty (30) calendar days after the close of the hearing and the receipt of any post-hearing briefs unless the deadline is waived by the parties or their representatives. A decision by the arbitrator in a case properly before the arbitrator will be final and binding upon the parties, subject to the limitations provided by PELRA and applicable law.

**Subd. 6. Expenses:** Each party will bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording may be made of the hearing at the request of either party, but the cost of any court reporter requested and the cost of any transcript will be at the expense of the party requesting the court reporter or transcript. The parties will share equally the fees and expenses of the arbitrator.

**Subd. 7. Jurisdiction:** The arbitrator's jurisdiction is limited to grievances that are properly before the arbitrator in strict compliance with this Article. The jurisdiction of the arbitrator does not extend to proposed changes in terms and conditions of employment or proposed changes to this written Agreement.

**Section. 8. Election of Remedies and Waiver:** A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, will immediately waive any and all rights to pursue a grievance under this Article. Upon instituting proceedings in another forum, the employee waives their right to initiate a grievance or receive an arbitration decision pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further or receive a decision will be immediately waived. This section will not apply to an action to compel arbitration or an action to enforce the award of an arbitrator.

## **ARTICLE XVI**

### **403(b) Matching Program**

**Section 1. 403(b) Program Established:** Effective July 1, 2015, MAWSECO will make a 403(b)-matching program available to eligible employees.

**Section 2. Eligibility:** To be eligible to receive a matching contribution from MAWSECO, an employee must: (a) be full-time (b) have completed the probationary period; and (c) have completed the required paperwork authorizing a contribution to the 403(b) plan through payroll deduction. The required paperwork must be submitted to MAWSECO's business office in accordance with MAWSECO policy and the 403(b)-administrative plan. Part-time employees may participate in the 403(b) program but are not eligible to receive a matching contribution from MAWSECO.

**Section 3. Amount:** Eligible full-time employees will receive a dollar-for-dollar matching contribution from MAWSECO up to the maximum amounts specified below:

<b>Completed Years of Service</b>	<b>2024-2026 Maximum Amount of Match</b>
1-3	Up to \$675
4-10	Up to \$1,000
11-16	Up to \$1,500
Over 16	Up to \$2,000

**Section 4. Renewal:** Once an employee has enrolled in the matching program, the employee's participation will continue at the same level unless the employee provides MAWSECO with written notice of a change.

## **ARTICLE XVII GENERAL PROVISIONS**

**Section 1. Mileage:** Employees who are required to drive their personal vehicles between job sites during their duty day will be reimbursed at the IRS rate in effect for that time period. To obtain reimbursement, employees must comply with all record keeping requirements and submit a timely expense report in compliance with any applicable MAWSECO policies.

**Section 2. Eyeglasses/Contacts/Hearing Aids:** MAWSECO will pay up to \$400.00 per year for replacement or repair of eyeglasses, 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. The incident must be reported at the time of occurrence to the employee's supervisor, the employee must complete an incident report, and the employee must submit documentation of the expense.

## **ARTICLE XVIII DURATION AND EFFECT**

**Section 1. Term:** This Agreement will remain in full force and effect from July 1, 2024 through June 30, 2026, and thereafter until modifications are made pursuant to PELRA. If either party desires to amend or modify this Agreement commencing at the end of its term, that party must give written notice of such intent pursuant to PELRA. Unless otherwise mutually agreed to in writing, the parties may not commence negotiations for a new agreement before the term of this Agreement ends.

**Section 2. Complete Agreement:** This Agreement constitutes the full and complete Agreement between MAWSECO and the exclusive representative. This Agreement supersedes any and all prior agreements, resolutions, practices, policies, rules, or regulations that concern terms and conditions of employment and are inconsistent with this Agreement. MAWSECO may continue to exercise all management rights and prerogatives that do not explicitly violate this Agreement.

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

**Section 4. Severability:** The provisions of this Agreement are severable. If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown by their signatures.

FOR MEEKER AND WRIGHT SPECIAL EDUCATION COOPERATIVE, JOINT POWERS DISTRICT 938

6/25/2024  
Date

6-25-2024  
Date

Ang A. Joh  
Board Chair

Julie Pachennert  
Board Clerk

FOR MINNESOTA SCHOOL EMPLOYEES ASSOCIATION

6-25-2024  
Date

7-8-2024  
Date

7-9-2024  
Date

6-26-2024  
Date

Kurt  
Negotiator

Costa Woj  
Negotiator

Don Mangum  
Negotiator

Kelly Sale  
Field Representative

RASW: 23766

8-26-2024  
Date

Spencer  
Negotiator