

**2019-2021
AGREEMENT**

**INDEPENDENT
SCHOOL DISTRICT
NO. 38**

&

**MINNESOTA
SCHOOL EMPLOYEES
ASSOCIATION**

Contents

Article I Recognition

Article II Employees' Rights

Section 1. Dues Checkoff	6
Section 2. Sums Deducted from Salary	6
Section 3. Access to Financial Information	6
Section 4. Access to School Facilities for Association Business.....	6
Section 5. Employee's Rights.....	7
Section 6. Personnel Files	7

Article III School District 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 IV Rates of Pay

Section 1. Rates of Pay	8
Section 2. Advancement on Salary Schedule	8
Section 3. Occupational Injury Pay	8
Section 4. Temporary Assignment Rate of Pay	9
Section 5. Experience and Training	9
Section 6. College Class Reimbursement	9
Section 7. College Credit Stipend.....	9
Section 8. Overtime	9
Section 9. Holiday Premium Pay	9
Section 10. Rate of Pay for Cancellation of School Day	9
Section 11. Rate of Pay for Scheduled Committee Meetings.....	11
Section 12. Rate of Pay for Additional Days.....	11
Section 13. Compensatory Time.....	11
Section 14. Boiler License Upgrade	11
Section 15. Security/Boiler Watch On Call	11
Section 16. Minimum Callback Pay	11
Section 17. Longevity	12
Section 18. ISS and RDR Stipend.....	12
Section 19. Bus Riding Duties	12
Section 20. Chaperones.....	12
Section 21. Snow Removal Program Stipend.....	12
Article V Hours of Service	12

Section 1. Twelve Month Employees:	12
Section 2. Nine Month Employees:	12
Section 3. Bus Drivers	13
Section 4. Part-Time Employees	13
Section 5. Schedule Bidding	13
Section 6. Duty-Free Lunch and Breaks	13
Section 7. Starting and Ending Time	13
Section 8. Use of Time Cards	14
Section 9. Extra Work	14
Article VI Seniority	14
Section 1. Length of Employment	14
Section 2. Resignation or Discharge for Cause	14
Section 3. Job Posting	14
Section 4. Job Posting Copies	15
Section 5. Reducing Personnel and Recall	15
Section 6. Employing New Employees	15
Section 7. Bumping	15
Section 8. Notices	15
Section 9. Notifying the District of a Change of Address	15
Section 10. Seniority List	15
Article VII Leaves of Absence	16
Section 1. Sick Leave	16
Section 2. Funeral	17
Section 3. Jury	17
Section 4. Personal	17
Section 5. Minnesota Parental Leave	17
Section 6. Serving as on Officer or Attending Meetings	17
Section 7. One-year Leave	18
Section 8. Emergency Leave	18
Section 9. Leave Without Pay	18
Section 10. Family, Medical, Parental and Child Care Leave	18
Section 11. School Conference and Activity Leave:	18
Section 12. Bone Marrow Donor Leave:	19
Section 13. Voting Leave:	19
Section 14. Vacation Leave:	19
Article VIII Insurance	20
Section 1. Eligibility	20

Section 2. Life Insurance	20
Section 3. Health Insurance	20
Section 4. Long Term Disability Insurance (LTD).....	21
Article IX Grievance Procedure	21
Section 1. Grievance Definition.....	21
Section 2. Representative.....	22
Section 3. Definitions and Interpretations	22
Section 4. Time Limitation and Waiver.....	22
Section 5. Adjustment of Grievance	22
Section 6. School Board Review	23
Section 7. Denial of Grievance	23
Section 8. Arbitration Procedures:.....	23
Article X Publication	25
Article XI Holidays	25
Section 1. Paid Holidays	25
Section 2. Compensation for Paid Holidays	25
Article XII General Provisions	25
Section 1. Severance	25
Section 2. Mileage	26
Article XIII Discharge & Discipline.....	26
Section 1. Just Cause.....	26
Section 2. Disciplinary Action Records.....	26
Article XIV District Match 403(B) Tax Deferred Annuity and Severance	26
Section 1. Eligibility	26
Section 2. Amount	26
Section 3. Enrollment.....	26
Section 4. Renewal.....	26
Article XV Drug And Alcohol Testing.....	27
Section 1. Purpose.....	27
Section 2. Applicable Law and Policy	27
Section 3. Reasonable Suspicion Testing	27
Section 4. Random Testing	27
Section 5. Random Selection	27
Section 6. Treatment Program Testing	27
Section 7. Testing Requirements	28
Section 8. Consequences for Refusing Testing.....	28
Section 9. First Positive Test	28

Section 10. Privacy, Confidentiality and Privilege 28

Section 11. Notice and Posting 28

Section 12. Grievance Procedure 28

Article XVI Duration 28

Agreement

This agreement is entered into by and between Independent School District No. 38, Red Lake, MN hereinafter referred to as the District, and the Minnesota School Employees Association, hereinafter referred to as the exclusive representative to provide the terms and conditions of employment for Red Lake Food Service, Custodians, Bus Drivers, Secretaries, Mail/Freight, Mechanics, Home School Liaison, Security Guards and Paraprofessionals during the duration of this Agreement.

Article I **Recognition**

The District hereby recognizes the Minnesota School Employees Association as the sole exclusive representative with respect to wages, hours and all other working conditions for employees of Independent School District No. 38, who are not required to be licensed/certified by the State of Minnesota (as a teacher, administrator or other position covered by the certified teacher contract) and who work as food service, custodians, bus drivers, secretaries, mail/freight, mechanics, security guards, home school liaison, and paraprofessionals, whose employment service exceeds the lesser of fourteen (14) hours per week, or thirty-five percent (35%) of the normal work week and either thirty (30) consecutive work days or more than sixty-seven (67) work days per year, excluding supervisory and confidential employees.

Article II **Employees' Rights**

Section 1. Dues Checkoff

Employees shall have the right to request and be allowed dues check off for the exclusive representative. Upon receipt of a properly executed authorization form from the employee, the District shall deduct from the employee's paycheck the dues the employee has agreed to pay to the exclusive representative. Dues will be deducted from all employees from September 1 through June 1. No deductions will be scheduled during the summer months.

Section 2. Sums Deducted from Salary

With respect to any sums deducted from an employee's paycheck, whether for membership dues, the District shall transmit such items to the exclusive representative together with a list of names of employees for whom deductions were made and the amount of such deduction within thirty (30) calendar days of such deduction. In the event an employee requests that dues check off be stopped or leaves the employment of the District, any deduction shall cease effective after the paycheck following such notice or cessation of employment.

Section 3. Access to Financial Information

The District shall provide, on request of the exclusive representative, access to District financial information, budgets and such other information necessary to the effective performance of the duties of the exclusive representative. This includes the names, addresses and assignments of employees in the bargaining unit.

Section 4. Access to School Facilities for Association Business

The exclusive representative and its members shall have access to school facilities for the purpose of conducting Association business without charge or a rental fee as long as normal applications procedures are followed. Employees shall not conduct Association business during duty hours without the express prior consent of the District.

Section 5. Employee's Rights

Nothing contained in this Agreement shall be construed to limit, impair or effect the right of any employee or his/her 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 right of the Association.

Section 6. Personnel Files

Upon written request by an employee to the employer the employee shall have the right to review the content of their own personnel files and evaluations during regular school business hours. The employer is not required to provide an employee with an opportunity to review the employee's personnel file if the employee has reviewed the personnel record during the previous six (6) months; unless necessary due to a pending disciplinary action. The employer shall comply with the written request no later than seven (7) working days after receipt of the request. The review will take place in the presence of the employer or designee. After review and upon the employee's written request, the employer shall provide a copy of the record to the employee at no charge. Each member of the unit shall have the right to submit for inclusion in his/her file written information in response to any material in the file and such information shall become part of the file. The District may destroy such files as provided by law or contract.

Article III **School District Rights**

Section 1. Inherent Managerial Rights

The exclusive representative recognizes that the school board 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 school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations

The exclusive representative recognizes that all employees covered by this Agreement shall perform the services prescribed by the school board and shall be governed by the laws, rules and regulations of the State of Minnesota, Federal laws, rules and regulations and by school board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the

right, 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 school board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The exclusive representative also recognizes that the school board, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws, rules, regulations and directives of the State of Minnesota, Federal laws, rules, regulations and directives of the State Board of Education, and valid rules, regulations and orders of State and Federal government agencies. Any 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 and will not be subject to the grievance procedure in this agreement.

Section 4. Reservation of Managerial Rights

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

Article IV **Rates of Pay**

Section 1. Rates of Pay

The wages and salaries reflected in "Appendix A," attached hereto, shall be a part of the Agreement for the period commencing July 1, 2019 to June 30, 2021. Lane changes shall be as set forth in "Appendix A," attached hereto. Lane placement as set forth in "Appendix B". All wage increases shall occur on the first regular pay date on or after July 1 each fiscal year.

Section 2. Advancement on Salary Schedule

During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of the Agreement. In the event a successor Agreement is not entered into prior to the expiration of the Agreement, an employee shall be compensated according to her/his current rate until a successor Agreement is entered into. An employee shall move up one step on the salary schedule on the first regular pay date on or after July 1st of each fiscal year when she/he has completed at least four and one half (4 1/2) months of scheduled work each fiscal year.

Subd. 1. Pay dates shall be bi-weekly and made through district deposit. Employees unable to have or open an account through a financial institution shall supply a letter to the district indicating such. A regular paper paycheck will be issued for these employees. The District will not grant payroll advances or early payroll distributions.

Section 3. Occupational Injury Pay

Employees who are required to leave their jobs because of occupational injury will receive pay for all hours scheduled to work on the day of injury or accident.

Subd. 1.

In the event that an employee is injured while at work and as a consequence of said injury receives Worker's Compensation, the injured worker may elect to receive that portion of his/her salary which equals the difference between the employee's Worker's Compensation check and the employee's regular salary as long as that employee has sick, personal or vacation leave proportional to the amount paid by

the School District to equal the difference.

Section 4. Temporary Assignment Rate of Pay

An employee who temporarily works in a position or classification with a higher wage scale shall be paid off the higher wage scale on the employees' current step. An employee who temporarily works in a position with a lower wage scale shall be paid his/her regular hourly rate.

Section 5. Experience and Training

Previous experience and special training may affect the beginning salary of a new employee, and a new employee may be given up to three years' experience on the salary schedule. New employees shall have sixty (60) days from their first day of employment to make a formal written request for such consideration to the Superintendent. After the sixty (60) day period, no adjustment may be requested under this provision. The District shall provide new employees with a copy of the current contract.

Section 6. College Class Reimbursement

Employees shall receive 20 dollars per college credit earned in non-school district related programs. This section covers a maximum of 8 credits per quarter or semester and the employee shall have earned a grade of "C" or better in each class. Employees will seek prior approval from the District on all credits in writing. The employee shall present an official college transcript and request for additional hourly pay by December 31 of each year to the Superintendent, or his/her designee, as proof of class completion.

Section 7. College Credit Stipend

Any employee who has earned thirty-two (32) or more college credits by December 31 each year, at a grade "C" or better, towards a degree shall receive an additional seventy-five cents (\$.75) per hour in addition to the employee's regular hourly rate of pay for all hours. The college credit stipend is available for each 32 credits earned, capped at a maximum of 128 college credits. The cap of 128 college credits, does not apply to employees who exceeded the cap prior to January 15, 2018.

Section 8. Overtime

Overtime at time and one half rates (1-1/2) shall be paid for all hours worked in excess of forty hours per week. When possible overtime must be approved in advance by the superintendent of schools.

Section 9. Holiday Premium Pay

All hours worked on recognized holidays shall be paid at double time rate for hours worked which must be approved in advance by the supervisor.

Section 10. Rate of Pay for Cancellation of School Day

Subd. 1. Building Emergency Cancellation (9-Month Employees)

If school is canceled for the whole day for students due to a power outage, water or sewer outage or other building emergency, and employees are not required to report to work, and the day will not be made-up on a different calendar day, these employees shall be paid at their regular rate of pay for that day. These paid hours shall not count as hours worked for overtime purposes.

Subd. 2. Building Emergency Late Start or Early Dismissal (9-Month Employees)

If school starts late or is dismissed early due to a power outage, water or sewer outage or other building emergency, 9-month employees shall receive pay for that day. These paid hours shall not count as hours worked for overtime purposes.

Subd. 3. Weather Related Cancellation (9-Month Employees)

If school is canceled for the whole day for students due to a weather related emergency and 9 month employees are not required to report to work, the day will be made-up according to the adopted school calendar.

Subd. 4. Weather Related Late Start or Early Dismissal (9-Month Employees)

If due to a weather related emergency school starts late, 9-month employees are expected to report to work as soon as they are safely able.

If due to a weather related emergency school is dismissed early for students, 9-month employees will be dismissed 30 minutes after students are dismissed.

These 9-month employees shall receive pay for that day. These paid hours shall not count as hours worked for overtime purposes.

Subd. 5. Building Emergency Cancellation (12-Month Employees)

If school is canceled for the whole day for students due to a power outage, water or sewer outage or other building emergency; and 12 month employees are not required to report to work; and the day will not be made-up on a different calendar day, these employees shall be paid at their regular rate of pay for that day. These paid hours shall not count as hours worked for overtime purposes.

12-month employees who are required to report to work will be compensated as per master agreement and will receive an Emergency Stipend of \$50.00 for the cancelled day.

Subd. 6. Building Emergency Late Start or Early Dismissal (12-Month Employees)

If school starts late or is dismissed early due to a power outage, water or sewer outage or other building emergency, 12-month employees who are dismissed after having reported to work shall receive pay for that day.

12-month employees who are required to remain or report to work after the early dismissal will be compensated as per master agreement and will receive an Emergency Stipend of \$50.00.

Subd. 7. Weather Related Cancellation (12-Month Employees)

If school is canceled for the whole day for students due to a weather related emergency, 12-month employees shall report to work or take personal or vacation leave.

Subd. 8. Weather Related Late Start or Early Dismissal (12-Month Employees)

If school starts late for students due to a weather related emergency, 12-month employees are expected to report to work as soon as they are safely able.

If school is dismissed early for students, 12-month employees will be dismissed 30 minutes after students are dismissed.

These 12-month employees shall receive pay for that day. These hours shall not count as hours worked for overtime purposes.

Section 11. Rate of Pay for Scheduled Committee Meetings

All committee meetings scheduled by the District during off-duty hours shall result in compensation of fifty dollars (\$50) per meeting.

Section 12. Rate of Pay for Additional Days

The School District reserves the right to require nine month employees to work additional days. Employees required to work such additional days will be paid at their regular rate of pay.

Section 13. Compensatory Time

Compensatory time off shall be counted as time worked. Employees may elect to be compensated for overtime work at the rates specified in this Article in compensatory time rather than pay. Compensatory time off shall be scheduled and approved in advance in the same manner as vacation leave. All compensatory time, whether earned or used, must be recorded on the employee's weekly timesheet.

Section 14. Boiler License Upgrade

Custodians will be paid an additional-amount per hour for possessing the following boiler licenses in their classification for all hours.

- Specialist: \$.25/hour
- 2nd Class: \$.45/hour
- 3rd Class: \$.65/hour
- Chief License: \$.85/hour

Section 15. Security/Boiler Watch On Call

The District shall establish strict two (2) month schedules consisting of seven (7) days of a consecutive shift that are rotated by seniority to conduct boiler and building checks. For each seven day shift rotation the employee shall receive one hundred fifty dollars (\$150.00) in addition to the employees' regular pay.

Section 16. Minimum Callback Pay

Subd. 1.

The on call custodian called back to work for boiler watch on the weekends (Saturday and Sunday) shall receive pay for the actual hours worked with a minimum guarantee of two (2) hours pay (maximum of eight (8) hours for the weekend) at the overtime rate established by this agreement. For boiler watch performed on holidays recognized by the agreement, the employee shall receive pay for the actual hours worked with a minimum guarantee of two (2) hours pay (maximum of four (4) hours for the holiday) at the overtime rate established by this agreement.

Subd. 2.

Employees called back to work for reasons other than those listed in Article IV, Section 16, Clause 1, shall receive pay for the actual hours worked with a minimum guarantee of one (1) hour pay at the overtime rate established by this agreement.

Section 17. Longevity

Beginning in the employee's ninth (9) and tenth (10) years of service employees shall receive an additional twenty cents (\$.20) per hour added to their regular hourly rate of pay for all hours. Beginning in the employee's eleventh (11) year of service and continuing each year thereafter, an employee shall receive an additional forty cents (\$.40) per hour added to their regular hourly rate of pay for all hours.

Section 18. ISS and RDR Stipend

All employees who work in ISS (In School Suspension) and RDR positions without a supervisory teacher present shall receive an additional fifty cents (\$.50) per hour added to their regular hourly rate of pay for all hours in these positions.

Section 19. Bus Riding Duties

Employees voluntarily riding buses before or after their assigned shift shall be compensated at a minimum of one hour or his/her actual hours worked, whichever is greater at the employee's regular rate of pay.

Section 20. Chaperones

Employees hired to work as a chaperone on an overnight trip for the district shall be paid one hundred fifty dollars (\$150.00) for each night.

Section 21. Snow Removal Program Stipend

Unit members who annually complete snow removal training are eligible to work in this capacity. Unit members who elect work in the snow removal program, will be compensated at the applicable wage as per master agreement and receive a snow removal stipend of \$150.00 per month (during the months of November-March).

Article V **Hours of Service**

Section 1. Twelve Month Employees:

The basic work-week for custodians, mechanics, secretary II's and mail & freight shall consist of five (5) days comprising a forty (40) hour week.

Section 2. Nine Month Employees:

All nine month employees shall have a work year of 179 school calendar days with the hours per day defined as follows: All cooks and head cooks eight (8) hours per school calendar day; All paraprofessionals, security guards, home school liaison, and secretary I's seven (7) hours per school calendar day.

Section 3. Bus Drivers

Subd. 1

Bus Drivers will work variable hours based on their assignment. The bus drivers basic workday shall consist of 2 hours in the morning and 2 hours in the afternoon; or 3 hours in the morning and 3 hours in the afternoon; or 4 hours in the morning and 4 hours in the afternoon for 184 days. The District determines the number and length of assignments. Non-student contact days are workshop days.

Subd. 2

If the regular driver assigned to any route or activity has not started within 15 minutes of the designated departure time a substitute will be employed. The regular driver will not be paid and in addition may be disciplined.

Subd. 3

Mechanics who are required to drive bus shall receive bus driver rate on his/her step when driving for a minimum of one hour or more.

Subd. 4

Bus Drivers who are asked to perform work not included in their regular assignment as defined in Article V, Section 3, Subd 1, shall receive pay for actual additional hours worked with a minimum guarantee of one (1) hour pay.

Section 4. Part-Time Employees

The district may hire part-time employees as necessary when coverage is needed and the positions will be less than in hours then what is articulated in Section 1, Section 2 and Section 3 of this article. If the district can combine two or more part-time shifts to make one full-time position, it must do so. The purpose of this section is to allow the district to hire when hours needed are less than full-time. It is still the intent by both parties that full-time positions will be created and filled first whenever possible. The district shall notify the exclusive representative whenever a part-time employee is hired.

Section 5. Schedule Bidding

Employee shall be granted preferential work schedules in accordance with their seniority within their classification consistent with the efficient operation of the classification.

Section 6. Duty-Free Lunch and Breaks

Each employee shall be provided with an unpaid duty-free lunch period of thirty (30) minutes. Each employee shall also be provided with a break of fifteen (15) minutes per day during each four (4) hour period of service, not to exceed two (2) fifteen (15) minutes breaks per eight (8) hour day.

Section 7. Starting and Ending Time

The starting and ending time for each employee shall be established by the superintendent, or his/her designee, and a copy of the schedule shall be provided each employee. No employee may change his/her starting and ending time without advance permission.

Section 8. Use of Time Cards

All people under this contract must use the time clock when reporting and whenever leaving school grounds. Payroll will be processed only on the basis of time cards. Night watch custodians shall punch their time cards at each building on an hourly basis during their shift.

Section 9. Extra Work

Members of the bargaining unit will be notified, by posting, of any available extra work, including but not limited to summer work, and will be hired, if qualified, before considering persons outside of this bargaining unit. Nothing in this section shall be interpreted to require the school district to assign extra work to any employee if such an assignment would cause the employee to work over 40 hours per week.

Employees interested in working extra temporary hours within their classification will notify their supervisor by the start of the appropriate school year and have their name placed on a list for working. Employees will be given the opportunity to work from this list in seniority order for up to two (2) years. Once an employee has worked the extra hours their name will be moved to the bottom of the seniority list and the next available temporary hours will be given to the name at the top of the list.

Any other employee in the unit, who is qualified may add their name to the list after the start of the appropriate school year but will be placed at the bottom of the list below the least senior employee that has not been assigned extra temporary hours.

If no one in the classification where the temporary hours are available wants to work those hours, the hours shall be awarded to the next person on the list that is qualified to work the temporary hours.

Article VI **Seniority**

Section 1. Length of Employment

Seniority shall mean continuous length of employment with the District in the classifications covered by the contract. Any employee transferred or re-employed in another classification retains, but does not accumulate her/his seniority in her/his original classification and, in addition, commences seniority in her/his new classification. Employees shall not acquire seniority until they have been employed ninety (90) days, then seniority shall revert to the date of employment.

Section 2. Resignation or Discharge for Cause

No employee shall suffer a loss of his/her seniority unless he/she resigns or is discharged for cause.

Section 3. Job Posting

Job openings in the classifications covered by this Agreement will be posted in all buildings in the District for a period of five (5) days in order to give current employees an opportunity to apply. Employees interested in the positions must make written transfer request within the posting period. The district will then fill the position based on qualifications of all applicants. Current employees who have qualifications equal to or superior to those of applicants from outside the bargaining unit or other unit employees shall be given preference based on

seniority. Current employees who have qualifications equal to or superior to those of applicants from outside the bargaining unit or other unit employees will only be granted one (1) transfer request per school year. Current employees desiring a different assignment within their existing classification shall provide a written notice to the District by August 15th of each school year. Transfer requests within the same classification received after October 15th will be considered for the following school year. The District reserves the right to make assignment changes based on student specific needs for a well-rounded academic program.

A permanent job opening is a vacancy in a position scheduled for more than fourteen (14) hours per week or thirty-five percent (35%) of the normal workweek. A permanent job opening will not exist when any person who has a seniority claim on that position is on vacation, sick leave, or other leave of absence.

Section 4. Job Posting Copies

Copies of all job postings shall be provided to the chief steward of the local without delay.

Section 5. Reducing Personnel and Recall

In reducing personnel the last employee hired, within a classification shall be the first employee laid off or reduced in hours and, in returning employees to work, the last employee laid off or reduced in hours shall be the first employee called back to work or hours restored. The District shall give the employee a two (2) week written notice of a proposed lay-off or reduction in hours.

Section 6. Employing New Employees

No new employee shall be employed by the District to work in any classification while employees with reasonable qualifications for any available position are laid off or have had hours reduced.

Section 7. Bumping

Laid off employees or employees whose hours have been reduced shall have the right to bump less senior employees in any classification in which they are qualified.

Section 8. Notices

Notices of employees affected by Sections 5-8 shall be sent to the Association without delay.

Section 9. Notifying the District of a Change of Address

A laid off employee must advise the District of any change in address and telephone number in order to be notified of job openings for which she/he may be qualified. All benefits under Section 5, 6, 7, 8 and 9 shall cease after 39 months.

Section 10. Seniority List

A seniority list shall be made up by the School District and posted. Seniority shall be figured from date of hiring. When a tie occurs, the district shall break the tie by adding the last six digits of the employees' social security numbers. The higher sum shall prevail. The District shall revise and post the list once per year by October 31st.

Any employee who believes her/his seniority date is incorrect must notify the superintendent in writing of such

alleged error within 20 business days of the posting date. Failure to so notify the superintendent of an alleged error in the seniority date for any employee shall be deemed to be an admission by the employee that her/his seniority date is correct for purposes of transfer, layoffs, wages, and other rights granted employees in this agreement, which are based on seniority.

Article VII **Leaves of Absence**

Section 1. Sick Leave

Subd. 1

Twelve (12) month employees shall earn sick leave at the rate of 1.33 days per month worked. Employees working less than twelve (12) months shall earn sick leave at the rate of 1.33 days per month worked. Sick leave will be cumulative to one hundred fifty (150) days, to be used at any time for personal illness of the employee; child birth, if a certificate from the teacher's physician is provided to the District stating the time needed before and after delivery. An employee may use personal sick leave benefits provided by the employer to be used at any time for absence caused by illness, injury, medical and dental appointments, or attendance upon a seriously ill spouse, sibling, parent, step parent, grandparent, child, adult child, step child, foster child, grandchild or anyone in the employee's household, or any other relative or non-relative who stands in the same relationship with the employee. Any employee desiring to use sick leave must personally notify his/her supervisor or designee immediately prior to taking such leave. Failure to give prior notice shall result in a denial of sick leave pay for that day.

New employees may begin using sick leave after completing 60 days of employment.

Subd. 2

Employees who have reached their maximum accumulation of sick leave days the previous year and don't use all their sick leave days during the next year shall receive thirty-five dollars (\$35.00) a day for those sick leave days not used. The employee shall voucher for this pay at the end of the school year.

Subd. 3

Employee's using sick leave shall be paid for a number of hours equal to the employee's average daily hours.

Subd. 4. Reduced Hours and Unused Sick Leave Accumulation Maximums:

If an employee's regular hours are reduced and their unused sick leave exceeds the new maximum number of hours allowed, no hours of unused sick leave already accumulated will be deducted from the employee's unused sick leave balance. Once the level of unused sick leave accumulation falls below the new maximum allowed, new hours of unused sick leave will begin to accumulate the next pay period.

Subd. 5. Wellness Incentive:

Employees who limit their use of sick leave during the fiscal year shall receive the following stipend in which will be paid in the last pay period in June of each year:

Number of Sick Leave Days Used
Stipend Amount
During the Fiscal Year

0-1 days used	\$400.00
2 days used	\$300.00
3 days used	\$200.00
More than 3 days used	\$ 0.00

Section 2. Funeral

Up to five (5) days non-accumulating paid bereavement leave shall be allowed each fiscal year. Any additional days granted by the superintendent, shall be deducted from the employees accumulated sick leave. This leave may be used to attend funerals of family and those persons of significant relationship.

Section 3. Jury

An employee called for jury duty or to give testimony before any judicial or administrative tribunal or in an arbitration, negotiation, mediation, or fact-finding proceeding shall be given paid time off. The employee shall refund to the District any compensation Paid by the Court up to the employee's regular rate of pay. Items such as subsistence, travel or other expenses allowable shall not be included in determining refund to the District.

Section 4. Personal

Employees shall be granted two (2) days leave at full pay for personal business which cannot be attended to when school is in session and is not covered under other provisions of this Agreement. Requests for leave shall be made to the immediate supervisor no later than three (3) days prior to the requested leave, except in cases of emergency. This shall be subject to the approval in advance by the superintendent or his/her designee. This leave may accumulate up to six (6) days and must be requested on leave forms after five years of consecutive employment in the District.

New employees may begin using personal leave after completing 60 days of employment.

Section 5. Minnesota Parental Leave

All unit members may take up to 12 weeks of unpaid leave upon the birth or adoption of their child when:

1. They work for a company with 21 or more employees;
2. They have been with the company for at least 12 months;
3. They worked at least half time during the past 12 month

Paid leave, including sick leave and/or vacation/personal leave may be used to reduce the amount of unpaid parental leave, but the total leave (parental plus paid) is not more than 12 weeks.

Section 6. Serving as on Officer or Attending Meetings

An unpaid leave of absence of up to two (2) years shall be granted upon application for the purpose of serving as on officer of the Association or one of its affiliates.

An unpaid leave shall be granted to designated members of the local Association for attendance at meetings of the Association.

Section 7. One-year Leave

Employees may be granted up to one (1) year of leave without pay or loss of seniority at the discretion of the Board. Seniority shall accumulate. However, the employee will not advance on the salary schedule while on leave. If the employee is a bus driver he/she will take whatever route, which is open and assigned to him/her upon return from leave.

Section 8. Emergency Leave

Employees shall be granted up to two (2) days of emergency leave annually with pay. Such leave would apply to, but not be limited to severe storm damage, water or sewage freeze, auto accidents, and other severe damage. This leave shall not accumulate and shall be charged against sick. Employee must notify the school superintendent or immediate supervisor before taking this leave or a pay deduct will be made.

Section 9. Leave Without Pay

Any employee desiring to take leave without pay may do so only with prior written approval of the Building Principal.

Section 10. Family, Medical, Parental and Child Care Leave

Family, medical, parental and childcare leave shall be granted in accordance with governing state and federal statutes and the School District Policy Manual to employees.

Subd. 1.

Employees shall be allowed to use any accumulated sick, vacation or personal time to offset any unpaid leave with paid leave as applied to Section 10.

Subd. 2.

Failure of the employee to return pursuant to the date determined as the end of their leave shall constitute a resignation of the employees' position in the District.

Subd. 3.

An employee may be allowed additional unpaid leave, not to exceed twelve (12) months requested in writing to the School Board.

Section 11. School Conference and Activity Leave:

Employees shall be allowed up to sixteen hours of unpaid leave per year for the purpose of attending school, pre-school, or child care provider conferences and school activities of the employee's child, provided the conference or school activities cannot be scheduled during non-work hours. Employees may be allowed to use any accrued vacation, compensatory, and personal leave to offset unpaid leave with paid leave.

Section 12. Bone Marrow Donor Leave:

Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the District, be granted a paid leave of absence at the time they undergo medical procedures to donate bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed to by the District in its sole discretion.

Section 13. Voting Leave:

Pursuant to applicable Minnesota statute, employees are entitled to take time off of work without loss of pay to vote in a regularly scheduled state primary general election, an election to fill the vacancy in the office of United States Senator, United States Representative, State Senator or

State Representative, or a presidential primary. This right can only be exercised during the morning of the election.

Subd. 1:

The District must also provide an employee paid time off to serve as an election judge, provided the employee gives the District at least twenty (20) days advance written notice. The District may reduce the employee's pay by the amount the employee is paid to serve as an election judge or the employee may turn any pay received into the District, less expenses if any and receive full pay from the District.

Section 14. Vacation Leave:

Employees shall receive vacation at the following rate:

<u>Continuous Years of Employment</u>	<u>Vacation Days Earned/month worked</u>
1-5	.83 days
6-10	1.25 days
11 -15	1.66 days
16 or more	2.0 days

Vacation pay shall be based on the number of months the nine month employee has worked during the fiscal year. Vacation must be requested, scheduled, and approved in advance by the superintendent of schools. Vacation may not be taken two weeks prior to the opening of school unless special approval is obtained from the superintendent.

New employees may begin using vacation leave after completing 60 days of employment.

Subd. 1:. Vacation During the Year

Such vacation shall normally be taken by the employee during the summer months when school is not in session. Employees may use up to twenty-five percent (25%) of his/her vacation during the school year. Vacation time does not accumulate; Vacation not taken by August 15 is permanently lost. Vacation for twelve (12) month employees may also be taken during Christmas and Easter Holidays when school is not in session by approval of the superintendent. Vacation taken by a twelve-month employee is limited

to one employee per classification, per building, on a rotating basis according to seniority.

Subd. 2: Vacation Sell Back

Twelve (12) month employees shall have the ability to sell back up to 50% of unused vacation each year at their current rate of pay. An employee must notify the district in writing on or before June 30th each year of his/her intent to sell back unused vacation days.

In addition, the employee must declare in writing that he/she will either use the remaining fifty percent (50%) of the unused vacation between June 30th through August 15th that same year or roll over the remaining fifty percent (50%) of the unused and unreimbursed vacation into sick leave on a one-hour for one-hour conversion. (Example: An employee has 100 hours of unused vacation by June 30th. The employee cashes in 50% of this unused vacation or 50 hours for pay. The employee must then declare what he/she wants to do with the remaining 50% or 50 hours of vacation. The employee can either use the time as vacation leave by August 15th or roll over the 50 hours into the employee's sick leave accrual. The employee will be receiving credit for the full 100 hours of unused vacation in a combination of pay and time off or rollover to sick.)

Subd. 3: Vacation after Termination

When an employee's services are terminated with the District, her/his vacation shall be computed and paid for on a pro rata basis, according to the time worked in the year under consideration.

Subd. 4: Conflict over Vacation Requests

In cases of conflict over vacation requests, seniority shall prevail.

Article VIII **Insurance**

Section 1. Eligibility

Eligibility for insurance benefits shall include all employees in the bargaining unit.

Section 2. Life Insurance

The District shall provide life insurance to each eligible employee in the amount of fifty thousand (\$50,000) dollars. The cost of the premium will be borne by the District. Basic Life and AD&D benefits reduce to 67% at age 70.

Section 3. Health Insurance

Subd. 1

Twelve (12) month employees hired prior to July 1, 1992 are eligible to participate in the district's traditional group health plan or high deductible group health plan with VEBA Savings Account.

- a. Employees electing the traditional group health plan: the District shall contribute 100% of the single or family premium cost.
- b. Employees electing the high deductible group health plan with VEBA Saving Account: the District shall contribute 100% of the single or family premium cost and deposit 80% of the annual deductible into the VEBA Saving Account. 50% of the deductible will be deposited into the VEBA Saving Account in July and the remaining 50% will be deposited into the VEBA Saving Account in January.

Subd. 2

Nine (9) and twelve (12) month employees, who work an average of thirty (30) or more hours per week are eligible to participate in the district's health insurance plans. The District shall pay \$651.50/month of the single premium or that same amount toward family coverage. The employee shall pay the remaining balance of the premium through payroll deductions.

Employees may select one of the following health plans.

- a. High deductible group health plan with VEBA Saving Account. The District shall deposit 80% of the annual single deductible into the VEBA Saving Account. 50% of the deductible will be deposited into the VEBA Saving Account in July and the remaining 50% will be deposited into the VEBA Saving Account in January.
- b. High deductible group health plan with VEBA Savings Account and Health Savings Account. The District shall deposit 80% of the annual single deductible into the VEBA Saving Account. 50% of the deductible will be deposited into the VEBA Saving Account in July and the remaining 50% will be deposited into the VEBA Saving Account in January. The employee may elect to fund the Health Savings Arrangement through payroll deductions.
- c. Minimum Value Plan

This subdivision does not apply to those employees identified in Article VIII, Section 3, Subd. 1.

Section 4. Long Term Disability Insurance (LTD)

The District shall provide a long-term disability insurance program and shall pay the premium for each eligible employee. Benefits provided by the long-term disability plan are governed by the terms of the policy. To be eligible for this coverage an employee must work at least six hundred (600) hours per year in a position or positions covered by this Agreement.

Article IX **Grievance Procedure**

Section 1. Grievance Definition

A "grievance" shall mean an allegation by an employee, or group of employees resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and

conditions contained in this Agreement.

Section 2. Representative

The employee, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Definitions and Interpretations

Subd. 1. Extension:

Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days:

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

Subd. 3. Computation of Time:

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

Subd. 4. Filing and Postmark:

The filing or service of any notice or document herein shall be timely if it is personally served, sent electronically, sent by fax or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the employee or employees immediate supervisor and the district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the first event giving rise to the grievance occurred, or twenty days after the employee through the use of reasonable diligence should have had knowledge of the event. Failure to file any grievance from one level to be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance unless the parties mutually agree in writing to waive such time limits. An effort shall first be made to adjust an alleged grievance informally between the employee(s) and the immediate supervisor or school district's designee.

Section 5. Adjustment of Grievance

The school district and the employee shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the school district in the following manner:

Subd. 1. Level I:

If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II:

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the superintendent or his/her designee shall issue a decision in writing to the parties involved. Processing of all grievances through Level II shall be during the normal work day and employees shall not lose wages due to their necessary participation.

Subd. 3. Level III:

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

Section 6. School Board Review

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

Section 7. Denial of Grievance

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

Section 8. Arbitration Procedures:

In the event that the employee and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request:

A request to submit a grievance to arbitration must be in writing signed by the Exclusive Representative, and such request must be filed in the office of the superintendent within ten days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required:

No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator:

Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the B.M.S. to appoint an arbitrator, pursuant to P.E.L.R.A., providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request.

Subd. 4. Submission of Grievance Information:

a) Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the District a statement which shall include the following:

1. The issues involved.
2. Statement of facts.
3. Position of the grievant.

b) Within five days after receipt of the information required in (a) above the District shall provide the appealing party with a statement which shall include:

1. The issues involved.
2. Statement of facts.
3. Position of the grievant.

Subd. 5. Hearing:

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

Subd. 6. Decision:

The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by P.E.L.R.A. The arbitrator shall issue a written decision and order including findings of fact, which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 7. Expenses:

Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives and any other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator. A transcript or recording shall be made of the hearing at the request of either party. The cost of the transcript or recording if requested shall be borne by the requesting party. The parties may mutually agree to share any other expenses which they mutually determine are necessary for the conduct of the arbitration.

Subd. 8. Jurisdiction:

The arbitrator shall have jurisdiction over disputes or disagreement relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The arbitrator shall not have power to add, to subtract from, or to modify in any way the terms of the existing contract.

Article X **Publication**

Copies of this contract shall be printed at the expense of the District within forty-five (45) days after the contract is signed. The District shall provide enough contracts for distribution to all employees and two (2) copies to the Association.

Article XI **Holidays**

Section 1. Paid Holidays

Twelve month-employees shall be granted the following paid holidays: Christmas Day, New Year's Day, New Year's Eve Day and Christmas Eve Day, President's Day, Good Friday, Memorial Day, Independence Day, Reservation Holiday, Labor Day, and Thanksgiving Day if the employee is working during the pay period the holiday occurs.

Veteran's Day, Martin Luther King Day, and Easter Monday shall be paid holidays if these days are holidays on the school calendar. Employees required to work on these holidays shall be given an alternate designated holiday.

Beginning July 1, 2018, Old Crossing Treaty Day shall be a paid holiday for twelve-month employees.

Section 2. Compensation for Paid Holidays

All twelve month employees shall have the days listed above off with pay. If an employee is required to work on any of these days, (except Veteran's Day and Martin Luther King Day) the compensation shall be two (2) times the regular rate of pay.

Article XII **General Provisions**

Section 1. Severance

When an employee has worked with the School District for ten (10) years and is laid off for lack of work or resigns in good standing or retires from the District he/she receives thirty percent (30%) of the accumulated sick leave days as pay figured on the employees' average daily pay when leaving the District. When an employee has worked with the District for more than fifteen (15) years the employee would receive sixty-five percent (65%) (this change is only affective for those employees terminating service on or after the date of ratification of the 2019-21 agreement) of his/her accumulated sick leave days with pay.

Subd. 1. No employee hired after February 1, 2004, shall be eligible for severance pay, but may participate in the Matching Deferred Compensation Plan.

Subd. 2. Any employee hired prior to February 1, 2004, may participate in both the Matching Deferred Compensation Plan and the Severance Plan. Upon retirement an employees' severance pay will be calculated and all matching contributions under the provision of the matching deferred compensation plan contributed by the District will be subtracted from the qualifying severance amount.

Section 2. Mileage

Employees who are required to drive their personal vehicles for employment purposes shall be reimbursed at the I.R.S. rate with prior approval. No transporting of students.

Article XIII **Discharge & Discipline**

Section 1. Just Cause

No employee shall be disciplined or discharged without just cause. Copies of all disciplinary actions and warning notices shall be sent to the employee and to the Association without delay.

Section 2. Disciplinary Action Records

All correspondence will be removed from the employee's personnel file and destroyed should the employee receive no more than one (1) letter for the same offense within a three (3) year period. The three (3) year period shall commence with the most recent letter for the same offense. All letters pertaining to the same offense will be removed after the three (3) year period has expired. Investigations into conduct, which do not result in disciplinary action, however, shall not be entered into the employee's personnel record.

Article XIV **District Match 403(B) Tax Deferred Annuity and Severance**

Section 1. Eligibility

The District's match to an employee's qualified 403(b) tax deferred annuity shall become available to an employee when they have completed three years of employment in the District. An employee may contribute to a qualified 403(b) tax deferred annuity on his or her own prior to becoming eligible for the District's match.

Section 2. Amount

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

Starting year 4 through year 9:	\$200.00 Monthly Contribution
Starting Year 10 and continuing:	\$400.00 Monthly Contribution

Section 3. Enrollment

An eligible employee may initiate his/her participation in the District match by submitting the appropriate forms to the Business Office at least 10 days prior to the deduction and applicable district match beginning.

Section 4. Renewal

Once an employee has initiated the District match, his/her participation will continue at the same level and vendor unless he/she notifies the District in writing of a change. Changes in an employee's level of participation shall be allowed only at the start of a fiscal year (July 1) and shall then continue in effect for that fiscal year.

Article XV
Drug And Alcohol Testing

Section 1. Purpose

The School District and Minnesota School Employees Association -Red Lake recognize the importance of a work and educational environment free of drug and alcohol use. In particular, the parties recognize the importance of a safe, healthy and productive work and learning environment, as well as unit members' influence as role models for students.

Section 2. Applicable Law and Policy

The drug and alcohol testing provisions of this Article are intended to comply with the Minnesota Drug and Alcohol Testing in the Workplace Act ("DATWA"), Minnesota Statutes §§181.950-181.957 and the School District's previously adopted Drug and Alcohol Testing Policy No. 416. The definitions and provisions in DATWA and Policy No. 416 are applicable to testing conducted under this Article.

Section 3. Reasonable Suspicion Testing

Members in the bargaining unit are subject to reasonable suspicion testing pursuant to the School District's Drug and Alcohol Testing Policy No. 416.

"Reasonable suspicion" is an articulable basis for forming a belief based on specific facts and rational inferences drawn from those facts, that the employee:

- (1) is under the influence of drugs or alcohol;
- (2) has violated written work rules regarding the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on School District premises or operating a School District vehicle, machinery or equipment;
- (3) has sustained a personal injury at work, or has caused another employee to sustain a personal injury; or
- (4) has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident.

Section 4. Random Testing

A. Members in the bargaining unit are deemed to be in safety-sensitive positions and thus subject to drug and alcohol testing on a random basis.

B. The School District shall have the right to require up to fifty percent (50%) of all bargaining unit employees submit to random drug and/or alcohol testing each school year. The School District shall use a scientifically valid method to select employees for testing, such as use of a random-number table, or a computer-based random number generator match to a specific employee number.

Section 5. Random Selection

There will be an equal probability that any employee in the bargaining unit subject to the selection mechanism will be selected; and the School District will not have any discretion to waive the selection of any employee or add to employees selected under the mechanism.

Section 6. Treatment Program Testing

The School District may require an employee to undergo drug and alcohol testing if the employee has been referred by the School District for chemical dependency treatment or evaluation, or is participating in a chemical

dependency treatment program under an employee benefit plan, in which case the employee may be required to undergo drug and alcohol testing without prior notice during the evaluation treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

Section 7. Testing Requirements

The substantive and procedural requirements for testing and confirmatory testing as set forth in the School District's Drug and Alcohol Testing Policy No. 416, shall apply to employees tested under this Article.

Section 8. Consequences for Refusing Testing

An employee who refuses to undergo drug and alcohol testing based on reasonable suspicion, random testing or treatment program testing may be subject to disciplinary action, up to and including immediate discharge, except as limited in Section 9.

Section 9. First Positive Test

The School District may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee, unless the following conditions have been met:

- (a) The School District has given the employee an opportunity to participate in, at the employee's own expense, or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the School District after consultation with a certified chemical abuse counselor, or a physician trained in the diagnosis and treatment of chemical dependency; and
- (b) The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

Section 10. Privacy, Confidentiality and Privilege

The privacy, confidentiality and privilege safeguards set forth in the School District's Drug and Alcohol Testing Policy No. 416 apply to testing pursuant to this Article.

Section 11. Notice and Posting

A copy of this Article and the School District's Drug and Alcohol Testing Policy No. 416 shall be distributed to all affected employees on an annual basis and to all applicants upon hire. Employees will be expected to acknowledge receipt of notice in a form adopted by the School District. The School District shall also post notice in an appropriate and conspicuous location on School District premises that it has adopted a Drug and Alcohol Testing Policy and that copies of the policy are available for inspection during regular business hours in the District's personnel office or other suitable locations.

Section 12. Grievance Procedure

Actions taken pursuant to this Article shall be subject to the grievance procedure in Article IX.

Article XVI

Duration


This Agreement shall remain in full force and effect for a period commencing July 1, 2019 through June 30, 2021 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than sixty (60) days prior to said expiration.

IN WITNESS THEREOF, The parties executed this Agreement as follows:

For Minnesota School Employees Association



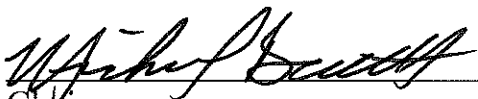
Chief Steward



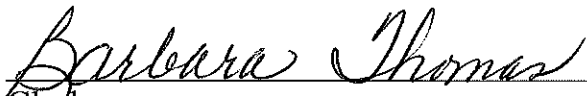
Chief Union Negotiator

Dated this 9 day of January, 2019.


For Independent School District No. 38 Red Lake



Chairman



Clerk



Chief Board Negotiator

Dated this 6th day of January, 2019.

Appendix A

2019-20	COLA:	1.000%																		
	SECI	SECI	CUST I	CUST II	CUST III	MECHANIC	DRIVER	PARA III	COOK I	COOK II	GUARDS	LIAISONS	FREIGHT							
0	\$16.14	\$15.99	\$15.61	\$17.02	\$18.12	\$16.92	\$19.00	\$17.15	\$16.92	\$18.48	\$17.18	\$19.40	\$15.46							
1	\$16.40	\$16.24	\$15.88	\$17.28	\$18.38	\$17.18	\$19.26	\$17.41	\$17.18	\$18.75	\$17.44	\$19.66	\$15.73							
2	\$16.77	\$16.60	\$16.24	\$17.64	\$18.75	\$17.54	\$19.62	\$17.78	\$17.54	\$19.11	\$17.81	\$20.03	\$16.09							
3	\$17.23	\$17.08	\$16.45	\$18.11	\$19.21	\$18.02	\$20.10	\$18.24	\$18.02	\$19.57	\$18.27	\$20.49	\$16.55							
4	\$17.81	\$17.64	\$17.28	\$18.69	\$19.79	\$18.58	\$20.66	\$18.82	\$18.58	\$20.15	\$18.85	\$21.07	\$17.13							
5	\$18.32	\$18.17	\$17.80	\$19.20	\$20.30	\$19.11	\$21.19	\$19.33	\$19.11	\$20.66	\$19.36	\$21.58	\$17.64							
6	\$18.85	\$18.69	\$18.32	\$19.73	\$20.83	\$19.62	\$21.70	\$19.86	\$19.62	\$21.19	\$19.89	\$22.11	\$18.17							
7	\$19.36	\$19.21	\$18.84	\$20.24	\$21.34	\$20.15	\$22.23	\$20.37	\$20.15	\$21.70	\$20.40	\$22.62	\$18.69							
2020-21	COLA:	1.000%																		
	SECI	SECI	CUST I	CUST II	CUST III	MECHANIC	DRIVER	PARA III	COOK I	COOK II	GUARDS	LIAISONS	FREIGHT							
0	\$16.30	\$16.15	\$15.77	\$17.19	\$18.30	\$17.09	\$19.19	\$17.32	\$17.09	\$18.67	\$17.35	\$19.60	\$15.62							
1	\$16.57	\$16.40	\$16.04	\$17.45	\$18.57	\$17.35	\$19.45	\$17.59	\$17.35	\$18.93	\$17.62	\$19.86	\$15.88							
2	\$16.93	\$16.77	\$16.40	\$17.82	\$18.93	\$17.72	\$19.82	\$17.95	\$17.72	\$19.30	\$17.98	\$20.23	\$16.25							
3	\$17.40	\$17.25	\$16.62	\$18.29	\$19.40	\$18.20	\$20.30	\$18.42	\$18.20	\$19.77	\$18.45	\$20.70	\$16.72							
4	\$17.98	\$17.82	\$17.45	\$18.87	\$19.98	\$18.77	\$20.87	\$19.00	\$18.77	\$20.35	\$19.04	\$21.28	\$17.30							
5	\$18.50	\$18.35	\$17.97	\$19.39	\$20.50	\$19.30	\$21.40	\$19.52	\$19.30	\$20.87	\$19.56	\$21.80	\$17.82							
6	\$19.04	\$18.87	\$18.50	\$19.92	\$21.03	\$19.82	\$21.92	\$20.06	\$19.82	\$21.40	\$20.09	\$22.33	\$18.35							
7	\$19.56	\$19.40	\$19.02	\$20.44	\$21.55	\$20.35	\$22.45	\$20.58	\$20.35	\$21.92	\$20.61	\$22.85	\$18.87							