

**HANDBOOK
FOR
NON-AFFILIATED
EMPLOYEES**

Effective 1/15/2024



1.0 INTRODUCTION

This document covers current personnel procedures/practices for non-affiliated employees of the District. Although we have attempted to address matters of general applicability to non-affiliated employees of Mounds View Public Schools, we know that it does not cover every situation that might arise. District policies and regulations are additional resources for employees needing information about employment policies and procedures.

The District reserves the right to make changes at any time, with or without notice, and to interpret this document as well as the District policies and procedures at the discretion of the District.

1.1 At-Will Employment

Unless the terms of your employment are modified by express contract, you are an at-will employee and the District reserves the right to terminate your employment at any time without cause. No provision in this document is intended to create a contract between the District and any employee, or to limit the rights of the District in regard to its employees in any manner including discipline and termination of employees. These procedures are not intended as, nor should they be construed as, promise of continued employment. Any position may be eliminated or terminated, as the Employer shall see fit.

2.0 HOURS OF SERVICE

Work schedules are established by the immediate supervisor and generally include an eight-hour work day, with one-half hour unpaid lunch. Any modifications to those hours must be arranged and authorized in advance by the immediate supervisor, who will take, into account the need to continue the efficient operation and supervision of the department.

2.1 Overtime

For non-exempt employees, overtime is paid for all hours worked beyond the regular forty (40) hours in a work week. Any overtime must be approved in advance by the immediate supervisor and must be completed in the work place. All approved overtime hours must be submitted to Payroll on a time card and be signed by the immediate supervisor.

If approved in advance, compensatory time in lieu of overtime pay may be allowed but must be used in the pay period in which it was earned. Comp time is not allowed to be accrued and paid out at the end of the fiscal year.

Generally non-affiliated employees are non-exempt and subject to overtime. The Human Resources Office will provide you with information as to whether or not employment qualifies for overtime under the Fair Labor Standards Act (FLSA).

3.0 WORK YEAR

Employees working less than twelve (12) months will observe a work year in accordance with job requirements and/or supervisor direction. Employees must work a minimum of two hundred sixteen (216) days to be considered a ten (10) month employee a minimum of two

hundred and forty (240) days as an eleven (11) month employee and at a minimum of two hundred and sixty (260) days to be considered a twelve (12) month employee.

3.1 Emergency Closing of Schools

When the Superintendent orders schools to be closed because of an emergency or bad weather, all employees are expected to attempt to report to work as soon as possible. Work from home is an option if approved by your supervisor. Those employees who do not report to work or do not work from home will be required to use paid time off (PTO).

4.0 PAID TIME OFF (PTO)

4.1 Eligibility

Employees must work at least twenty (20) hours per week and at least two hundred and sixteen (216) days per year to be eligible for paid time off.

4.2 Usage

Paid time off can be used for any reason including vacation, personal time, religious observances or as outlined below.

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

4.3 Earned Safe and Sick Time

Employees who work hourly or are not otherwise eligible for PTO but work at least 80 hours per year will be eligible for Earned Safe and Sick Time under MN Statute. The year includes time worked from July 1 – June 30.

4.4 Allocation

Annual PTO allotments are earned on a monthly basis but shall be available and allocated in advance at the beginning of the fiscal year (July 1). Leave balances are prorated for employees who begin employment after July 1 or end employment prior to June 30. PTO allocations are prorated for eligible part-time employees.

4.5 Approval

All PTO requests must be submitted through ERMA and approved in advance, except in emergency situations, by the direct supervisor.

4.6 Carry Over

At the end of the fiscal year (June 30), any remaining paid time off is allocated in the following order:

- 1) PTO is placed into a Health Reimbursement Account (HRA) as chosen by the District per Section 4.10.
- 2) After remaining time is allocated into the HRA, the hourly equivalent of up to eight (8) days are moved into a banked sick leave balance.
- 3) Any remaining paid time off is forfeited.

4.7 Termination

Upon resignation or retirement from the district, the employee shall be paid out at their hourly rate of pay for all accrued and unused PTO. If upon termination, an employee has used more PTO than earned, the employee will be required to reimburse the district for the difference. The amount will be deducted on a final paycheck or the employee will be required to pay the amount to the district. Banked sick leave balances are not paid out and forfeited upon leaving employment.

4.8 Accrual

Effective at the beginning of each fiscal year, PTO will be granted based on the schedule below. Employees whose titles are not listed will be granted PTO as determined by the Employer. Employees hired between July 1 and December 31 will be considered to have completed one full year of service on the following July 1 following his/her employment date for advancement on the PTO schedule.

PTO Allocations: Hire Date July 1, 2018 or greater – Hours Per Year

Titles	Years of Service	12 Month Hours	11 Month Hours	10 Month Hours
Assistant Director, Coordinator, Manager	0-9	256	232	216
	10-14	280	256	232
	15+	296	272	256

Titles	Years of Service	12 Month Hours	11 Month Hours	10 Month Hours
Supervisor, Specialist, Technician	0-9	216	200	176
	10-14	224	208	184
	15+	240	224	200

Nine (9) month employees earn up to 104 hours per year.

PTO Allocations: Hire Date PRIOR to July 1, 2018 – Hours Per Year

Titles	Years of Service	12 Month Hours	11 Month Hours	10 Month Hours
Assistant Director, Coordinator, Manager	0-12	288	260	236
	14	296	268	244
	15	304	276	252
	16	312	280	256
	17	320	288	264
	18	328	296	272

Titles	Years of Service	12 Month Hours	11 Month Hours	10 Month Hours
Supervisor, Specialist, Technician	0-7	248	224	204
	8	256	232	212
	9	264	240	216
	10	272	248	224
	11	280	256	232
	12	288	264	236
	14	296	272	244
	15	304	280	252
	16	312	288	256
	17	320	296	264
	18	328	304	272

Nine (9) month employees earn up to 104 hours per year.

4.9 Banked Sick Leave

Each year, non-affiliated employees may carry over unused PTO into banked sick leave based on the following schedule:

Work Year	Hours
12 Month	64
11 Month	56
10 Month	48

The maximum number of days allowed in the bank sick leave will be two thousand and eighty (2080) hours. Any hours in excess of this will be forfeited.

Banked sick leave provides an opportunity for employees to have paid time off in the event of pro-longed illness or injury. To access banked sick leave, an employee must be on an approved family or medical leave. An employee on an approved leave will draw from their sick bank first before using PTO allocations.

Upon termination, resignation or retirement, any balances in the banked sick leave will be forfeited.

4.10 Health Reimbursement Arrangement (HRA)

In order to assist employees in saving for their post-retirement healthcare costs, non-affiliated employees who are not subject to collective bargaining, may participate in the Health Reimbursement Arrangement (HRA). The HRA is through BRI – BPIS.

Definitions:

1. Health Reimbursement Arrangement (HRA), as recognized by the IRS Revenue Ruling 2002-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).
2. District employees who are employed as Non-affiliated are not subject to a collective bargaining agreement.
3. The District has designated distinct categories of Non-Affiliated employees;
 - the Manager’s Group (Assistant Directors, Coordinators and Managers),
 - Specialist’s Group (Supervisors, Specialists Technicians, and Assistants).
4. Retirement or resignation of employment with Mounds View Schools District shall not include a resignation tendered while the employee is the subject of an investigation into alleged wrongdoing, while there are charges or complaints pending against the employee or at anytime after the District’s School Board has resolved to terminate the employee.

Eligibility: Non-Affiliated employees must work at least twenty (20) hours per week and at a minimum of 216 days per year to be eligible for an HRA. The HRA is pro-rated for eligible part-time employees.

Contributions:

For eligible employees in the Manager’s Group and the Specialist’s Group, the employees will have the hourly equivalent value of up to two (2) days of accumulated paid time off (PTO) deposited at fiscal year-end into an HRA chosen by the district. Any PTO days deposited will result in a corresponding reduction in accumulated PTO. Funds will become available at retirement or resignation of employment with Mounds View School District. The use of these funds will be limited to health and/or dental insurance premiums only.

Calculations: In applying the foregoing provisions, an employee’s daily rate of pay shall be the basic daily rate at the time of contribution, as provided in the basic salary schedule for that school year commencing July 1 through June 30, and shall not include any additional compensation.

5.0 HOLIDAYS

Holidays are designated by the Employer prior to June 1 of each year, for the following fiscal year.

Eleven (11) and twelve (12) month employees will be eligible for eleven (11) paid holidays per fiscal year and ten (10) month employees are eligible for ten (10) paid holidays. Employees who work less than ten (10) months receive holidays at the discretion of the Employer.

6.0 LEAVES OF ABSENCE

Leaves of absence will be administered in accordance with applicable State and Federal law including the Family Medical Leave Act unless the contract provides greater benefits.

6.1 Family and Medical Leave

Upon written request to the Employer, a leave of absence may be granted by the Employer. Such written request shall include the proposed period and purpose of the leave and must be submitted at least thirty (30) days prior to the proposed start of the leave. The thirty (30) day application provision may be waived by mutual consent.

Purposes of the leave must be to either:

- care for the employee's child after birth or placement for adoption or foster care;
- care for the employee's spouse, son or daughter or parent who has a serious health condition, or
- a serious health condition that makes the employee unable to perform the employee's job.

Leaves of absence are unpaid however employees may substitute paid time off for unpaid leave provided that the paid time off is substituted at the beginning of the leave and is used consecutively until paid time off is exhausted.

Employees will remain eligible for the School District contribution towards benefits programs in accordance with the provisions of the Family Medical Leave Act or other state/federal laws. An employee who is not eligible for the district contribution towards benefits during an unpaid leave shall remain eligible for benefit plans at their personal expense in accordance the insurance policy provisions and in accordance with applicable State and Federal law.

Return from leave shall be in accordance with the terms established for the particular leave granted. Failure to return to work upon expiration of a leave of absence shall be grounds for termination of employment.

6.2 Extended Leave of Absence

Employees may apply for a leave of absence without pay in the event of personal extenuating circumstances. Leaves of up to one year will be considered.

6.3 Bereavement Leave

Upon notification and arrangement with the immediate supervisor, up to five days paid leave, non-accumulative, may be used by an employee for attendance at or arrangement of the funeral of an employee's spouse, child, parent, brother, sister, daughter-in-law, son-in-law, grandparent, grandchild, brother-in-law, sister-in-law, spouse's parent or grandparent or other dependents. This time is not deducted from PTO.

PTO may be used to attend the funerals of relatives not listed above or friends.

6.4 Parental Leave – Non-Birth Parents

Non-birth parents may use the hourly equivalent of up to ten (10) days accumulated banked sick time at the time of birth of a child.

6.5 Short Term Leave of Absence

Provision has been made for short-term unpaid leave of absence in District Regulation EG 5102. Requests for absence without pay shall be submitted thirty days prior to the proposed beginning of the absence. If approved, the absence without pay shall not exceed ten days per school year.

6.6 Workers' Compensation

An employee receiving compensation under the Workers' Compensation Act may elect to use any accumulated leave allowance in order to make up the difference between Workers' Compensation payments and the basic salary. Deductions from leave allowance will be made on a prorated basis according to the additional payments to the employee. In no event shall the additional compensation paid result in the payment of total daily, weekly, or monthly compensation in excess of the basic salary.

6.7 Jury Duty

An employee who is absent because of required jury duty will be granted leave and will be paid the difference between his/her regular salary and the fee received for such jury duty. An employee who completes his/he jury duty with one-half (1/2) day or more of the work day remaining shall report to work for that period.

7.0 GROUP INSURANCE

7.1 Eligibility

Non-affiliated employees who work at least twenty hours (20) per week are eligible to participate in the District's group insurance plans.

For all insurance programs, it is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

7.2 Enrollment

Employees are eligible for insurance coverage on the first day of the month if employed on the first day of the month or the following month if employed any time after the first of the month. New employees must submit completed insurance enrollment forms to Human Resources within thirty (30) days of hire to be eligible for coverage. Employees who do not submit enrollment forms within the first thirty days will not be eligible to participate in the insurance plans until the next open enrollment period or upon a qualifying status change.

7.3 Summer Insurance Contributions for School Year Employees

A regular employee who is in active service for at least sixty (60) continuous working days of the school year and is in paid status or on an approved medical leave for an FMLA qualifying event as of the last contract day of the school year will be eligible for continuing insurance coverage during June, July and August following the school year, with the District and employee making the full scheduled premium contribution for those months.

7.4 Duration of Insurance Contribution

The employee is eligible for the District contribution provided herein as long as they are employed and on paid status by the District.

Employees whose employment terminates during the school year will be eligible for insurance and district contribution to insurance through the end of the month in which they terminate provided they pay the employee portion of the insurance premium for that month. Otherwise, the employee's insurance will terminate as of the last day of employment.

7.5 Medical/Hospital

The District will offer eligible employees two health plan options. The District will contribute toward the cost of single and family coverage for each employee enrolled in the plan(s). The district contribution is pro-rated for employees working at least twenty hours but less than full-time.

7.6 Health Reimbursement Account - VEBA

The District will contribute annually the amount of seven hundred and fifty (\$750.00) for individual coverage and one thousand five hundred (\$1,500) for family coverage into a health reimbursement account chosen by the Employer for reimbursement of IRC Section 213(d) medical expenses incurred by themselves and their spouses and dependents. The VEBA is managed through BRI. Half of the contribution is made to BRI on January 15 of each year and half on June 30 of each year. The employee must be enrolled in the High Deductible Health Plan to be eligible for the contribution. The VEBA plan year runs from January 1 – December 31 of each year. The VEBA contribution is pro-rated for mid-year hires.

7.7 Dental Insurance

The District will provide a dental plan and contribute towards the cost of single and family coverage for each employee who is eligible and enrolled in a dental plan. The district contribution is pro-rated for employees working at least twenty hours but less than full-time.

7.8 Life Insurance

The District will pay the total premium for each full-time employee for basic life insurance and accidental death and dismemberment coverage. The amount of the benefit is equal to two times the employee's annual salary.

Each employee will have the option to purchase supplemental group life and accidental death and dismemberment in an amount equal to the basic coverage provided by the Employer. In addition, each employee will have the option to purchase spousal life and dependent life. The supplemental coverage, spousal life and dependent life premiums will be paid by payroll deduction.

7.9 Long Term Disability

All full-time employees working forty (40) hours per week, will be eligible for long-term disability. The Employer will pay the total premium for each full-time employee

according to the terms of coverage in effect, providing disability payments of two-thirds of salary after ninety calendar days of a qualified disability. Rates will be pro-rated for part-time (between 20-39 hours/week) employees.

7.10 Continuation of Coverage

Upon separation of employment or loss of insurance eligibility, the employee will be offered the ability to continue coverage at their own expense according to the provisions of applicable state or federal law. Upon separation of employment, all School District contribution shall cease.

Employees who are covered by a School District medical plan at the time of retirement may elect to continue in the group medical and dental plans provided by the School District as provided by Minnesota Statute 471.61.

8.0 403b MATCHING RETIREMENT PROGRAM

8.1 Participation

Employees are eligible to participate in a 403b plan pursuant to Minnesota Statute 356.24 upon hire. Employees are eligible for the District match based on years of service as outlined in Section 8.2. Employees must work at least twenty (20) hours per week to participate in the 403b plan and must work with an authorized 403b vendor approved by the School District.

8.2 Matching Contribution

For employees who participate in the 403b program and meet years of service requirements, the District will match employee’s annual contributions based on their years of service in the school district. The District match is pro-rated for employees who work more than twenty (20) hours per week but less than full-time (40 hours/week). The maximum annual District contribution shall be based on full years of service with Mounds View School District according to the following Schedule:

Years of Service	Maximum Annual Match Amount
Less than one year	\$0
One (1) to three (3) years	\$1,000
Three (3) plus years	\$4,000

Employees hired between July 1 and December 31 will be considered to have completed one full year of service on the following July 1 following his/her employment date for advancement on the District contribution schedule. Changes in District matching amounts, based on years of service completed as of June 30 will be made on July 1 of each year. The employee is responsible to notify payroll of the change in years of service and the increased match based on years of service by submitting the salary reduction form to the Payroll Office.

Employees must establish participation in a District approved eligible tax-sheltered annuity plan, as defined by Minnesota Statutes, before the District will begin matching contributions to that plan. To begin participation, the employee must submit a

completed salary reduction form to the Payroll Office. Once established, participation will continue at the same rate until the employee notifies Payroll Office of any change. It is the responsibility of the employee to make all arrangements required by the vendor to ensure that proper payment is made by the school district.

Employees may not recover District matching contributions for years in which they chose not to participate or participated at a level below the maximum District contribution. Employees on an unpaid leave of absence may not participate in the match program while on leave.

The School District's obligation for contributions in matching funds shall cease after the School District has contributed a maximum amount equal to one-half (1/2) of the employee's current salary in annual contributions.

9.0 CONFERENCES, CONVENTIONS AND PROFESSIONAL MEMBERSHIP DUES

Attendance at professional meetings must be related to the employee's area of responsibility. The district will pay for all legally valid travel, lodging, meal expenses and fees for attendance which are required, directed or permitted by the immediate supervisor. See District Policy EG 5101 for specific procedures.

The district will pay the annual membership dues for relevant professional organizations that are required, directed or permitted by the immediate supervisor.

10.0 MILEAGE REIMBURSEMENT

An employee will be reimbursed for any use of his/her personal automobile approved by the Employer at the mileage allowance rate established by the Internal Revenue Service for reimbursement purposes.

11.0 PERFORMANCE EVALUATIONS

Evaluations are completed in accordance with Policy EG 5101 Performance Review of Support Staff. The primary purposes of employee performance reviews are to evaluate job performance, identify individual strengths and/or weaknesses and to aid the employee in gaining insight into those areas requiring further development and/or remediation. Each performance review will consist of a combination of general observations, goal setting, formal conferences and a written evaluation with the immediate supervisor or designee.

12.0 SALARY RANGES

12.1 Daily Rate of Pay

Employees daily rate of pay shall be based on their annual salary divided by the minimum number of duty days of their position as listed in Section 3.0.

12.2 Pay Schedule

Employees are paid their salary over 24 pay periods to be paid on the 15th and last day of each month. If the 15th or last day of the month falls on a Saturday, the pay date will be the preceding Friday. If the 15th or last day of the month falls on a Sunday, the pay date will be the following Monday. School year employees will be paid their annual salary

from August 31 through August 15. Eleven and twelve-month employees will be paid their annual salary from July 15 through June 30.

12.5 Reclassification

Reclassification to a new job band and pay grade will be reviewed and considered only when there has been a substantive change in the duties of the position that has occurred over a period of at least six months. In order to maintain the District’s non-affiliated job classification system and Pay Equity Plan, there will be an annual period in January of each year during which job evaluation reviews may be requested. Information on the job review process and necessary forms are available through Staff Net or the Human Resource Department.

12.6 Salary Ranges

The following pay ranges shall be established by the School District for each classification listed below. Note – this is a list of titles that have existed in the district and there may not be an incumbent in each title.

Salary Band	Effective Date	Minimum Salary	Midpoint Salary	Maximum Salary
Positions Included Within the Band				
A11	7/1/23	\$18.09	\$21.26	\$24.42
	7/1/24	\$18.63	\$21.90	\$25.15
	Meals on Wheels Assistant Program Assistant			
B21	7/1/23	\$23.69	\$27.83	\$31.98
	7/1/24	\$24.40	\$28.67	\$32.94
	Food Shelf Assistant Human Resources Assistant			
B22	7/1/23	\$25.55	\$30.02	\$34.49
	7/1/24	\$26.32	\$30.93	\$35.53
	Building Technology Specialist Communication Technology Specialist Field Service Technician Food Shelf Specialist IT Technician I Occupational Therapy Assistant Outreach & Intervention Specialist Performance Facilities Manager Repair Center Technician			
B23	7/1/23	\$27.42	\$32.21	\$37.01
	7/1/24	\$28.24	\$33.17	\$38.12
	Computer Systems Specialist			

			Enrollment Finance Specialist Finance Specialist IT Technician II Human Resources Specialist Network Specialist Payroll Lead Transportation Specialist		
B24	7/1/23	\$29.75	\$34.96	\$40.16	
	7/1/24	\$30.64	\$36.01	\$41.36	
			Child Care Occupational Specialist Community Education Specialist Equity Specialist Executive Assistant to the Superintendent Helpdesk Supervisor Lead Human Resources Specialist State Reporting Specialist Welcome Center Specialist		
B25	7/1/23	\$32.55	\$38.24	\$43.94	
	7/1/24	\$33.52	\$39.39	\$45.26	
			Assistant Activities Director		
C41	7/1/23	\$34.88	\$40.98	\$47.09	
	7/1/24	\$35.92	\$42.21	\$48.50	
			Assessment Supervisor Career and College Center Coordinator Educational Equity Coach Integration and Equity Liaison Nutrition Services Supervisor Tech Repair Services Supervisor Senior Accountant Student Information Systems Administrator		
C42	7/1/23	\$36.74	\$43.18	\$49.60	
	7/1/24	\$37.84	\$44.47	\$51.09	
			Assessment Coordinator Basic Needs Program Manager Early Childhood Intake and Referral Specialist IT Systems Administrator		
C43	7/1/23	\$38.60	\$45.36	\$52.02	
	7/1/24	\$39.76	\$46.72	\$53.58	
			Assistant Director of Public Relations Mental Health Specialist Chemical Health Specialist Network Administration Manager		
C44	7/1/23	\$40.94	\$48.11	\$55.27	
	7/1/24	\$42.17	\$49.55	\$56.93	
			Administrative Intern		

	Building Management Supervisor Controller Cyber Security Program Manager Early Childhood Special Education Coordinator Instructional Technology Coordinator Special Education Coordinator Technology Support Manager			
D61	7/1/23	\$46.07	\$54.14	\$62.20
	7/1/24	\$47.45	\$55.76	\$64.07
	Assistant Director of Student Services Assistant Director of Student Support and Engagement Post-Secondary Planning Coordinator Community Education Coordinator Early Learning Coordinator Adult Basic Education Program Coordinator			
D62	7/1/23	\$47.94	\$56.33	\$64.71
	7/1/24	\$49.37	\$58.02	\$66.66
	Activities Director Assistant Director of Community Partnerships Nutrition Services Department Manager Transportation Manager			
E81	7/1/23	\$57.27	\$67.29	\$77.31
	7/1/24	\$58.99	\$69.31	\$79.63
	Assistant Director of Curriculum and Instruction Assistant Director of Early Learning			

EARNED SAFE AND SICK TIME EMPLOYEE NOTICE

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave as required under [Minnesota Statutes § 181.9447, subdivision 9 provided the employee works at least 80 hours per year](#), excluding coaches and other employees paid via a stipend. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. If your current position in the district qualifies for paid time off (PTO), a time off reason of “Earned Safe & Sick” is available. Employees who do not currently accrue 48 hours of paid time off (PTO) will be monitored, each pay period for additional accruals. A year for purposes of the employee’s earned sick and safe time accrual is July 1 – June 30.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee’s earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee’s mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee’s family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee’s workplace due to weather or public emergency or closure of their family member’s school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying Employer – Documentation:

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive days.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, the absence should be submitted in the same manner in which all other time off is requested through ERMA and/or Frontline Absence Management. In addition, if you are required to notify a supervisor or other employee at your building you must continue to do so. The absence reason of “Earned Safe and Sick Time” should be used for any absence used as allowable under this statute.

Retaliation, Right to File A Complaint:

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied

earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information:

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or dli.laborstandards@state.mn.us or visit the department's earned sick and safe time webpage at dli.mn.gov/sick-leave.

**NURSING MOTHERS, LACTATING EMPLOYEES AND PREGNANCY ACCOMMODATIONS
EMPLOYEE NOTICE**

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law (Minnesota Statutes § 181.939) gives pregnant and lactating employees certain legal rights.

Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence or modification in work schedule or tasks.

An employer cannot require an employee to take a leave or accept an accommodation. Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. Employers should provide a clean, private and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

It is against the law for an employer to retaliate, or to take negative action, against a pregnant or lactating employee for exercising their rights under this law. Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief.

For more information about this law, visit dli.mn.gov/newparents.