

# **NON-REPRESENTED HOURLY EMPLOYEES**

**2025-2027**

**GUIDELINES FOR WAGES, BENEFITS**

**AND**

**WORKING CONDITIONS**

**St. Cloud Area School District 742**

**St. Cloud, Minnesota**

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# ARTICLE I – HOURS OF SERVICE AND DUTY YEAR

**Section 1. Basic Work Week.** The regular work week shall be five consecutive days, Monday through Friday, for eight hours per day exclusive of lunch, or such other schedule as the District may designate to meet business needs.

**Section 2. Basic Work Year.** The regular work year for each employee shall be prescribed by the School District. Employees in this unit shall be designated as twelve month or school year employees. School year employees are those scheduled to work at least nine months each school year but less than twelve months.

**Section 3. Part-Time Employees.** The School District reserves the right to employ such personnel as it deems desirable or necessary on a part-time or temporary basis.

**Section 4. Daily Work Schedule.** All employees shall be assigned a daily work schedule as determined by the School District. Employees shall work the same schedule as the previous year unless otherwise notified. Except in the case of an emergency, employees shall be notified in writing five (5) days in advance of a change in schedule if the change results in a reduction of hours.

**Section 5. Rest Breaks and Lunch Period.** Employees working eight (8) hours per day shall be provided an unpaid duty-free lunch period of at least 30 minutes, and two fifteen (15) minute breaks, one during each four (4) hour period of service. Employees working less than eight (8) hours per day shall be provided with reasonable break periods during every four (4) hours of service, which may include an unpaid duty-free lunch period of at least 30 minutes.

**Section 6. School Closing.** In the event that school is closed for any reason and the School District does not require employees to perform services, employees shall be compensated as follows:

**Subd. 1. Twelve Month Employees:** In the event school is closed for a full day, the School Board will have the authority to determine if, how, and when such time will be made up. If make-up time is required by the School Board, employees who did not work on the closed day shall have their pay reduced accordingly. If make-up time is not required by the School Board, there shall be no reduction in pay for the day that school was closed.

**Subd. 2. School Year Employees:** In the event school is closed for a full day, the School Board will have the authority to determine if, how, and when such time will be made up. If make-up time is required by the School Board but is not completed by the employee, the employee's compensation shall be reduced by the number of hours the employee was paid for the closed day. If the School Board does not require make-up time, there shall be no reduction in pay for the day that school was closed.

**Subd. 3.** If any employee reports to work prior to a full day closing announcement, the employee shall be paid for time worked or two hours of compensation,

whichever is greater.

**Subd. 4.** In the event of a late start, employees are expected to report at the regular time or when conditions permit. Employees may report up to two hours later than their regular report time as needed to accommodate safety or child-care concerns without any accumulative leave or pay deduction. If an employee's regular report time is later than the two-hour late student start time for their assigned school, the employee should report at their regularly scheduled time. Employees who report after the two-hour late start time will receive the appropriate accumulative leave or pay deduction for time missed.

**Subd. 5.** If school is closed early and employees are sent home, employees will receive pay for their regularly scheduled shift on that day.

**Subd. 6.** An employee scheduled for a pre-approved vacation or discretionary day on a day of school closing, shall not be charged with the use of a vacation or discretionary day.

**Subd. 7.** In the event that the School District is closed for a full or partial day, Employees may use accumulative or other paid leave time to make up for any hours lost under this section. If an employee does not have paid leave time available, the employee will receive a pay deduction for the hours lost.

Note: See School Closing Plan – Weather Related E-Learning Days at Appendix C for more information.

**Section 7. Emergency Schedule.** In the event of an energy shortage, severe weather, pandemic or other emergency, the School District reserves the right to modify the length of the school day, employee schedules and/or building assignments as the School District shall determine, but with the understanding that the total number of hours per week shall not be increased or decreased for employees available and reporting for work.

**Section 8. Remote Work Days for Twelve Month Positions.** Twelve Month employees who are not in direct service positions with students may request up to five (5) days of remote work time per year in full or half day increments when special circumstances arise that would make it more practical to work from home and when the employee's work can be effectively completed from home. Requests for remote work time will be approved at the sole discretion of the employee's supervisor on a case-by-case basis, taking into consideration the circumstances, the employee's work history, the nature of the work to be completed and other relevant information. Employees should make the request directly to their supervisor and obtain approval before entering remote work time in Skyward.

## **ARTICLE II – COMPENSATION**

**Section 1. Rates of Pay.** Employees shall be compensated for the 2023-2025 fiscal year period pursuant to the schedules found at Appendix B. The wages ranges reflected in the schedule shall be a part of the salary and benefits for the period commencing July 1, 2025

to June 30, 2027. A salary increase is not automatic and is effective only upon affirmative action of the school board. The District reserves the right to withhold a salary increase in individual cases for good and sufficient reasons. The superintendent shall give written notice and the reason for such action.

**Section 2. Hourly Wage Advancement.** All employees with a start date prior to January 1, 2025, shall receive a pay increase of 3.00% in their hourly rate for 2025-2026.

All employees with a start date prior to January 1, 2026, shall receive a pay increase of 2.00% in their hourly rate for 2026-2027.

**Section 3. Initial Placement on Salary Schedule.** Placement of positions in the pay ranges on the salary schedule will be determined by the administration upon approval from the Executive Director of Human Resources or their designee. The criteria used for placement on the schedule may include:

- a. Previous experience
- b. Educational requirements
- c. Duties and responsibilities of the position; and
- d. Such other criteria as determined by the board

**Section 4. Change in Classification.** Employees who change positions, upon approval of the School District, resulting in a change in classification, will be placed in the new pay lane with consideration for their qualifications, experience and years of service in the district.

**Section 5. Time Records.** Employees are responsible to submit accurate time records to the appropriate unit administrator for all hours worked during a pay period according to the required schedule in order to receive pay on scheduled pay dates. Falsification of time records may be cause for discipline up to and including termination.

**Section 6. Longevity Pay.** Beginning with the 2025-2026 school year, longevity pay shall be per hour and added to the top step of the appropriate schedule as follows:

| <u>Additional Amount Per Hour</u>    | <u>2025-2027</u> |
|--------------------------------------|------------------|
| After 3 years of continuous service  | \$ .25           |
| After 5 years of continuous service  | \$ .85           |
| After 10 years of continuous service | \$ 1.50          |
| After 15 years of continuous service | \$ 2.00          |
| After 20 years of continuous service | \$ 2.50          |
| After 25 years of continuous service | \$ 2.90          |

Longevity pay shall be effective on July 1 or January 1 of each year following completion of the prescribed years of continuous service in an hourly position in the district.

**Section 7. Overtime.**

**Subd. 1.** Employees shall be compensated at the overtime rate of time and one-half for all hours worked over 40 hours during the calendar week. For purposes of

this paragraph, paid holiday hours will be included in the calculation of hours worked for the week.

**Subd. 2.** The School District reserves the right to assign overtime in the event no qualified volunteer is available.

## **ARTICLE III – HOLIDAYS AND VACATIONS**

### **Section 1. Paid Holidays.**

**Subd. 1. Eligibility.** Benefits defined in this Article shall apply to all full-time and part-time employees regularly employed at least 20 hours per week and at least nine months per contract year.

**Subd. 2. Paid Holidays.** Eligible school year employees shall be granted the following paid holidays that occur during their duty year:

1. Labor Day
2. Friday of the MEA
3. Thanksgiving Day
4. Martin Luther King Day
5. Spring Break Friday
6. Memorial Day
7. Juneteenth Day (for employees working extended day/summer school or 12-month assignments)
8. Independence Day (for employees working extended day/summer school or 12-month assignments)

In addition, employees are entitled to two (2) floating holidays per year which are to be used on non-student contact days unless otherwise approved by the employee's Supervisor, Principal or Director in consultation with human resources. Floating holidays may not be carried from year to year and will be prorated one (1) floating holiday for the first year of employment for employees hired after January 1<sup>st</sup>. Unused floating holidays shall be paid out on the July 15 payroll.

In addition to these holidays, twelve-month employees shall be granted the following additional holidays:

11. Day after Thanksgiving
12. December 24
13. December 25
14. New Year's Eve Day
15. New Year's Day

**Subd. 3. Weekends.** Any holiday that falls during a weekend shall be observed on a day established by the School District.

**Subd. 4. School in Session.** The School District reserves the right, if school is in session, to cancel any of the above holidays and establish another holiday in lieu thereof. Employees will be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for work performed on any designated holiday.

**Subd. 5. Holidays during Leave.** A holiday that falls within a period of approved leave shall not be counted as a vacation, discretionary or accumulative leave day.

**Subd. 6. Application.** In order to be eligible for holiday pay, an employee must have worked the regular workday before and the day after the holiday unless on an excused illness or an approved paid leave. All 10-month employees will be eligible for the Labor Day holiday if they are in service the day following Labor Day.

## **Section 2. Vacation for Twelve Month Employees.**

**Subd. 1. Eligibility.** This section shall apply to full-time, twelve-month employees. Part-time twelve-month employees working at least 30 hours per week shall earn pro-rata vacation pay. Part-time employees working less than 30 hours per week shall not be eligible for benefits under this section. Vacation benefits shall not apply to substitute or temporary employees.

**Subd. 2. Earning of Vacation.** Vacation time shall be earned by full time employees as follows:

|                                   |                                             |
|-----------------------------------|---------------------------------------------|
| First five years of service       | 11 days per year<br>(7.33 hours per month)  |
| 6 through 10 years of service     | 16 days per year<br>(10.66 hours per month) |
| 11 through 15 years of service    | 18 days per year<br>(12.00 hours per month) |
| 16 year of service and thereafter | 22 days per year<br>(14.66 hours per month) |

**Subd. 3. Accrual.** Vacation time begins to accrue as of the first date of employment and is posted in hours each pay period. Vacation time is accrued based on the schedule above for employees working eight (8) hours per day and is prorated for part-time employees based on their regular hours per day. Earned vacation time is not available for use until posted. Employees may accrue and carry over up to 120 hours of vacation time from year to year. Unused vacation time over 120 hours is lost.

**Subd. 4. Scheduling.** Vacations may be taken at any time during the contract year, subject to the needs of the School District, provided they are scheduled in advance and approved by the building or department supervisor. Employees are encouraged to schedule vacation time when school is not in session. Employees eligible for 15 or more days of vacation may be required to take vacation in two or

more non-consecutive periods.

**Subd. 5. Termination of Employment.** An employee who has completed at least one (1) full year of service and who voluntarily terminates employment with at least two weeks written notice, or whose employment is terminated due to death or disability, shall receive payment for unused vacation time. An employee who is terminated for cause shall not be eligible for vacation payout.

## **ARTICLE IV – LEAVES OF ABSENCE**

**Section 1. Approval.** Approval for the use of discretionary or accumulative leave for absences under this Article shall be consistent with the provisions of the leave policies and procedures of the School District. For the use of discretionary leave, it is the responsibility of the employee to notify their supervisor of a requested absence at least three days in advance by submitting a written request on the authorized form of the School District. In the case of absence due to illness or emergency, an employee shall contact their supervisor as soon as possible to report the reason their absence. An employee who is absent for three continuous days without notice and approval, shall be considered to have voluntarily terminated their employment with the School District.

### **Section 2. Accumulative Leave.**

**Subd. 1. Eligibility.** Benefits defined in this Article shall apply to all full-time and part-time employees regularly employed at least fourteen (14) hours per week and at least nine months per contract year. Substitute or temporary employees shall not be eligible for any benefits under this Article.

**Subd. 2. Accrual.** Eligible twelve-month employees shall earn annual accumulative leave of twelve (12) days per year at the rate of one (1) day per month of service. School year employees shall earn annual accumulative leave of eleven (11) days per year at the rate of one (1) day per month of service for the months of September through July. Accrual of accumulative leave shall be carried over from year to year up to sixty (60) days, and shall be available for leaves under this Article.

**Subd. 3. Calculation.** A “day” shall be calculated and accrued in hours based on the employee’s regular daily assignment. For employees with variable daily schedules, their monthly hours of accrual shall be based on the average number of hours worked per day based on their regular assignment. Additional hours of work that are not part of an employee’s regular assignment, or hours worked for summer school or outside of the regular school year, shall not affect the accrual of accumulative leave.

**Subd. 4. Deduction.** Approved absences under this Article shall be deducted from accrued accumulative leave when available or by pay deduction when accumulative leave is not available. The School District shall make deductions from accumulative leave equivalent to the actual time absent to the nearest fifteen

(15) minute increment.

**Subd. 5. Restricted Unpaid Time-Off.** Employees who have exhausted their accrued accumulative leave may be approved for up to two (2) days of time-off without pay by their supervisor. No more than one (1) employee per building shall be granted time-off without pay for the same workday(s), and no employee shall be granted more than two (2) days of time-off without pay per year, except in unusual or emergency circumstances, and then only with approval from their supervisor and the Executive Director of Human Resources or designee. Use of restricted unpaid time off resulting in absenteeism may be grounds for discipline.

### **Section 3. Discretionary Leave for School Year Employees.**

**Subd. 1. Discretionary Leave.** School year employees in this unit who work less than 12 months shall earn seven (7) days of discretionary leave per contract year. Discretionary leave is available for short-term absences so long as the employee has accrued accumulative leave available. The use of discretionary day(s) shall result in a corresponding reduction in an employee's accumulative leave balance. Discretionary leave shall not carry over from year to year.

**Subd. 2. Limitations.** Discretionary leave during student contact days should be used in a manner that minimizes disruption to student services and programming. The following limitations shall apply to the use of discretionary leave:

- a) Employees may use up to five (5) consecutive discretionary days. The use of more than five (5) consecutive days will result in a 2-for-1 deduction from accumulative leave for each additional day (e.g. six consecutive discretionary leave days = 7 accumulative leave days).
- b) In order to support critical services to students and programs, the School District reserves the right to enforce building wide limits on the number of employees from this unit using discretionary leave per day as follows: 1 member or 20% of unit staff per building, whichever is greater.

### **Section 4. Sick Leave.**

**Subd. 1.** Sick Leave shall be allowed by the School District whenever an employee is absent due to illness or injury that prevented their attendance and performance of duties on that day.

**Subd. 2. Medical Certification.** The School District may require an employee to furnish a medical certificate from the school health officer or from a qualified physician as evidence of illness or injury, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School District.

**Subd. 3. Illness of a Child.** Sick leave may be used for the illness of an employee's child (includes step-child), subject to the provisions of Minn. Stat. §181.9413.

**Subd. 4. Family Illness Leave.** Sick leave may be used for serious illness of an employee's spouse, adult child, parent, step-parent, sibling, grandparent, grandchild (includes step-grandchild), father-in-law, mother-in-law, son-in-law or daughter-in-law. Employees who exceed 5 days of absence for serious illness in the immediate family may be required to furnish a medical certificate indicating that a member of their family had a serious illness.

**Subd. 5. Long Term Disability.** Employees eligible for long-term disability will not receive sick leave pay beyond 90 calendar days.

## **Section 5. Bereavement.**

**Subd. 1.** Up to five (5) days of bereavement leave per incident shall be allowed for death in the employee's immediate family. The immediate family includes: spouse, parent, child, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, uncles, aunts, nephews, nieces, corresponding step-persons, and persons for whom they are legally responsible to make decisions. All absences for bereavement of immediate family will be deducted from accrued accumulative leave. Twelve-month employees requesting bereavement leave for persons outside the immediate family may use vacation leave. School Year employees requesting bereavement for persons outside of the immediate family may use discretionary leave. Discretionary leave will be deducted from accrued accumulative leave.

**Subd. 2.** In the sole discretion of the Superintendent, an employee may be granted additional days of bereavement leave in the case of extreme circumstances.

## **Section 6. Special Leave.**

**Subd. 1.** Special leave, not to exceed two days per year, may be granted to twelve-month employees of this employee group. Special leave is to be used for personal business that cannot be consummated outside the school day without undue hardship. Special leave is not granted for purposes of recreation, vacation or outside gainful employment except that which is incidental in the pursuit of a school related activity.

**Subd. 2.** All absences under this section must be approved in advance. Leave used shall be deducted from the employee's accumulative leave.

**Subd. 3.** Requests for Special Leave shall be made to the Supervisor or building administrator and to the Executive Director of Human Resources or designee with reasonable notice in advance of the anticipated absence.

**Subd. 4.** Examples of legitimate claims for special leave shall include, but are not limited to the following:

- a) Matters relating to settlement of an estate in which person has legal interest.
- b) Urgent legal matters of the employee or of a member of their immediate family that require the employee's attention.
- c) Pallbearer or attendance at funeral services for persons for whom the staff member feels a moral obligation and which is not covered in other leaves of absences.
- d) Weddings in the family or an attendant at a wedding.
- e) Compelling reasons resulting from a natural disaster.
- f) Family crisis not covered by other leaves of absence.
- g) Other emergencies beyond the employee's control.

## **Section 7. Child Care Leave.**

**Subd. 1.** A child care leave may be granted by the School District, subject to the provisions of this section. Child care leave may be granted for the birth or adoption of a child or children, or because of the need to provide parental care for a child or children of the employee for an extended time.

**Subd. 2. Written Request.** All requests for child care leave must be submitted in writing thirty (30) days prior to the anticipated commencement of the intended leave. The request will indicate the proposed commencement and termination dates for the intended leave. In the event of an emergency, the School District has the right to waive or adjust the prior notification requirement.

**Subd. 3. Commencement of Leave.** Leave under this section shall commence upon home placement of an adopted child or immediately after disability, or at a natural break in the school year prior to the birth or home placement of the child, or at such other date mutually agreed upon between the employee and the School District.

**Subd. 4. Duration of Leave.** In making a determination concerning the duration of a child care leave, the School District shall not, in any event, be required to:

- a) Grant any leave more than twelve (12) months in duration.
- b) Permit the employee to return to his or her employment prior to the date designated in the request for child care leave except by mutual agreement.

**Subd. 5. Unpaid Leave.** Leave under this section shall be without pay, however, an employee may use any accrued accumulative leave that is available. Insurance benefits may be continued at the option and expense of the employee.

**Subd. 6. Return from Leave.** An employee returning from child care leave shall be returned to their previous position or to another comparable position for which they are qualified. An employee returning from a child-care leave of less than six months will be returned to his or her previous position.

**Section 8. Jury Duty Pay.** All employees required to serve on jury duty shall be paid by the School District the difference between their regular pay and jury duty pay. In

implementing this section, the School District shall continue to pay the employee the regular rate of pay and the employee shall be obligated upon receipt of the jury duty pay from the governmental agency to immediately remit any witness fees received to the School District less any mileage expenses. Absences under this section shall not be deducted from accumulated leave.

### **Section 9. Workers' Compensation.**

**Subd. 1.** Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the School District shall pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay, to the extent of the employee's earned accrual of sick leave and/or vacation pay.

**Subd. 2.** A deduction shall be made from the employee's accumulated vacation or sick pay leave accrual time according to the pro rata portions of days of sick leave or vacation time which is used to supplement Workers' compensation.

**Subd. 3.** Such payment shall be paid by the School District to the employee only during the period of disability.

**Subd. 4.** In no event shall the additional compensation paid to the employee by virtue of sick leave or vacation pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

**Subd. 5.** An employee who is absent from work as a result of an injury compensable under the Workers' Compensation Act who elects to receive sick leave or vacation pay pursuant to this policy shall work cooperatively with Human Resources to have any paid leave amounts coordinated with any payment from Workers Compensation.

**Section 10. Unpaid Leave of Absence.** At the sole discretion of the School District, an employee may be granted a leave of absence without pay for purposes not otherwise addressed under this Article. Requests for such leaves shall be submitted in advance of the leave to the Superintendent. The leave request shall include the proposed commencement and termination dates of the leave. An employee returning from a leave of absence under this section for less than ninety (90) days shall be returned to his or her previous position. An employee returning from a leave of absence after more than ninety (90) days shall be returned to his or her previous position or to another comparable position for which they are qualified.

**Section 11. Application.** The parties agree that the applicable periods of probation for employees are intended to be periods of actual service enabling the School District to have the opportunity to evaluate an employee's performance. The parties agree that periods of time for which the employee is on leave under this Article shall not be counted in determining the completion of the probationary period.

**Section 12. Retention of Earned Benefits.** An employee who returns to work from an

unpaid leave within the provisions of this Article shall retain all previous experience credit for pay purposes and any unused leave time accumulated under the provisions of this Agreement at the commencement of the beginning of the leave. The employee shall not accrue additional experience credit for pay purposes or leave time during the period of absence for unpaid leave.

**Section 13. School Conferences and School Activities Leave.** Minnesota Statute 181.9412 requires an employer to grant an employee leave up to a total of 16 hours during any school year to attend school conferences or classroom activities related to the employee's child ***provided the conferences or classroom activities cannot be scheduled during non-work hours.*** The employee must provide reasonable notice, if possible, and make a reasonable effort to schedule the leave so as not to disrupt unduly the operation of the employer. Staff may use paid discretionary leave or vacation leave, or unpaid school activities leave for qualifying absences.

**Section 14. Insurance Participation.** An employee on unpaid leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such program as the employee wishes to retain, commencing with the beginning of the unpaid leave. The right to continue participation in such group insurance programs, however, shall terminate if the employee does not return to the School District pursuant to this section.

**Section 15. Paid Family and Medical Leave Act Compliance.**

The District acknowledges its requirement to comply with the Minnesota Paid Family Leave Act ("PFLA"), Minn. Stat. Ch. 268B, as amended. Consistent with the statute, the currently required employment tax of 0.88 percent shall be shared equally between the Employer and the Employee, with the Employer contributing 50 percent (50%) of the required statutory employment tax and the Employee contributing 50 percent (50%). PFLA leave benefits shall run concurrently with, and not in addition to, any leave benefits provided under the federal Family and Medical Leave Act ("FMLA") or other state law, where applicable. Nothing in this Agreement shall diminish or expand the rights and obligations established by the PFLA or FMLA.

## **ARTICLE V – GROUP INSURANCE**

**Section 1. Selection of Carrier.** The selection of the insurance carrier and policy shall be made by the School District after reviewing the recommendations of the insurance committee composed of employee group and other employee representatives.

**Section 2. Eligibility.**

**Subd. 1.** To be eligible for benefits under this Article, an employee must be regularly employed at least 30 hours per week.

**Subd. 2. Determination of Eligibility.** An employee's eligibility for participation in insurance benefits under this Article will be based on their assigned schedule during the first month of the school year, or at the time of hire if hired later in the

school year. A reduction in hours resulting from a change in an employee's assignment by the School District based on shortage of work or funding, shall not affect the employee's eligibility for insurance contributions from the School District for the remainder of the School Year.

**Subd. 3. Ineligible Employees.** An employee who is regularly employed less than 30 hours per week shall not be eligible for the benefits of this Article. Upon termination of employment, an employee is no longer eligible for participation in School District insurance plans effective the last day of the month following the date of termination.

### **Section 3. Medical Insurance Plan.**

**Subd. 1.** The District will provide group health insurance pursuant to the provisions established below. It is understood that the District's only obligation is to pay such amounts as provided by the plan documents and agreed to herein and no claim will be made against the District as a result of a denial of insurance benefits pursuant to the provisions of the plan.

**Subd. 2.** Pursuant to the plan documents, the District will provide a high deductible health insurance plan for single and family plans. Plan coverage summaries will be provided to all participating employees.

**Subd. 3. HRA Contribution.** The district will provide a Health Reimbursement Account for all eligible and participating employees that will be available to fund expenses relating to deductibles or co-pays under the plan. The plan year shall run from October 1 through September 30 of each year and HRA contributions will be funded on October 1 at the levels set forth below:

- 1) The District shall contribute \$1,000 per employee carrying single coverage, and \$2,000 per participating employee carrying dependent coverage.
- 2) New employees starting service after the beginning of the plan year in October will receive an HRA contribution prorated by month based on the month of their first date of service. Substitute or temporary employees will not be eligible for an HRA contribution.
- 3) Employees eligible for Employee Married to Employee (EME) coverage pursuant to Subd. 6., below, will receive an HRA contribution of \$1,500 for each employee if in single coverage plans or \$3,000 to the employee carrying a dependent coverage plan.
- 4) Employees will be allowed to roll over unused HRA dollars year-to-year up to a cap of two times the deductible for the selected single or dependent plan. At no time will an employee have access to HRA dollars in excess of the cap.
- 5) An employee eligible for retirement benefits at the time of separation from the District shall have one year to spend down any balance in the employee's HRA account pursuant to the provisions of the plan.

**Subd. 4. Single Coverage.** Effective October 1, 2025, the School District shall contribute a sum of not to exceed \$640.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. Effective October 1, 2026, the School District shall contribute a sum of not to exceed \$660.00 per month toward the premium for individual coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by salary reduction.

**Subd. 5. Family Coverage.** Effective March 1, 2024, the School District shall contribute a sum of not to exceed \$1,090.95 per month toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District family health and hospitalization plan. Effective October 1, 2026, the School District shall contribute a sum of not to exceed \$1,193.00 per month toward the premium for dependent coverage for each eligible employee who qualifies for and is enrolled in a School District single group health and hospitalization plan. Any additional cost of the premium shall be borne by the employee and paid by salary reduction.

**Subd. 6. Employee Married to Employee.** Effective October 1, 2025, or any member of this employee group qualifying for health and hospitalization coverage under this Article, whose spouse is also a School District employee qualifying for health and hospitalization coverage, the School District shall contribute a sum not to exceed \$945.44 per month per employee toward the cost of two single insurance plans for employees without eligible dependents, and up to a total combined premium of \$2,181.90 for employees with dependents electing a family plan. The cost of the contribution to two single plans pursuant to this paragraph shall not exceed \$2,181.90, and that amount shall be split evenly between the two single plans. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

**Section 4. Dental Insurance.** Effective October 1, 2016, the School District shall contribute a sum of not to exceed \$23.85 per month toward the premium for single coverage, and \$66.70 per month toward the premium for dependent coverage, for each eligible employee who qualifies for and is enrolled in a single or family School District group dental plan.

**Section 5. Long Term Disability.** The School District shall provide a group long term disability insurance program and will pay the cost of the premium for each employee eligible for benefits under this Article. The School District will pay up to \$500.00 per month toward the health and hospitalization insurance premium for an employee qualifying for long term disability benefits for a period not to exceed 17 months. An employee is not eligible for paid sick leave while receiving long term disability insurance benefits.

**Section 6. Life Insurance.** The School District shall provide \$50,000.00 in life insurance coverage for each employee eligible for benefits under this article and pursuant to the

terms of the School District insurance policy. Employees may purchase additional insurance in units of \$10,000 up to a maximum of \$100,000. Premium payments shall be the responsibility of the employee and made by salary reduction.

## **Section 7. Insurance Work Year.**

**Subd. 1. Twelve Month Employees.** Insurance contributions for twelve (12) month employees eligible for benefits under this article shall be paid monthly for twelve months of the year.

**Subd. 2. School Year Employees.** Employees working as School Year Employees as defined in Article I shall receive School District insurance contributions for medical insurance, life insurance, long-term disability insurance, and dental insurance from September 1st through August 31st of each year. Employee premium payments and School District premium contributions will be pro-rated over 17 pay periods during the employee's regular work year on a schedule to be determined by the School District.

Employees electing district insurance coverages will be eligible for insurance contributions from the District as follows:

**Subd 3. Starting Date of Insurance.** An employee whose first day of continuous employment with the District begins on or before the 15th day of the month will be eligible for insurance on the first day of continuous employment. The Employee will be responsible for the full employee portion of the premium for that month and the District will be responsible for the full employer contribution for that month.

An employee whose first day of continuous employment with the District begins after the 15th day of the month will be eligible for insurance and District contributions to premiums on the first day of the following month. An employee wishing to be immediately eligible for insurance coverage on their first day of continuous employment with the District may elect to begin coverage as of their first day of continuous employment and shall be responsible for 50% of the total monthly insurance premium without contribution from the District.

**Subd. 4. 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.

An employee who terminates employment before the end of the school year (i.e. their last scheduled workday) shall not be eligible for District contributions to insurance premiums during June, July or August, and will be responsible for the full insurance premium if they elect to continue coverage in any insurance plans.

**Subd. 5. Insurance Contributions During Unpaid Leave.** Employees who are

absent from work and in unpaid status in any month of the school year (September through May) will be responsible for both the District and the Employee contribution toward the monthly insurance premium for any month that they are not in active status for at least ten (10) paid days. Employees that are absent for a qualifying medical event under the Family Medical Leave Act (FMLA), and who are considered an eligible employee under the FMLA, shall receive the District contribution to their health insurance plan during an approved medical leave as required by the FMLA.

**Subd. 6. Collection of Employee Share of Premium Contributions.** The employee share of any premium costs will be paid through payroll deduction. Eligible employees who are required to pay any portion of their premium for group insurance benefits other than through payroll deductions, will submit a check payable to the District, pursuant to District procedures and timelines. If payment is not received as required, coverage will terminate at the end of the month. An employee starting after the 15<sup>th</sup> of the month that elects immediate coverage shall have the option to have the 50% of the total monthly premium prorated over the remaining pay periods that year and paid by payroll deduction or may pay by check.

**Subd. 7. Duration of Insurance Contribution.** An employee is eligible for School District contributions as provided in this Article as long as an employee is employed by the School District. Employees whose employment terminates during the school year will be eligible for insurance and district contributions 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.

**Section 8. Retention of Benefits.** If after November 30<sup>th</sup> of any year an employee's position is reduced in hours by the School District below the number of hours required to be eligible for benefits under this Article, the employee shall continue to receive benefits based on their assignment prior to the reduction of hours for the remainder of the school year.

**Section 9. Claims Against the School District.** 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.

**Section 10. Medical Insurance for Retirees.** Employees in this unit who are covered by a School District health and hospitalization plan at the time of retirement may continue in the plan at their own expense up to the age of 65, or longer as provided by Minnesota Law. Premium payments must be received in the Human Resources Office of the School District by the 1st day of the month of coverage.

## ARTICLE VI – PROBATION PERIOD

**Section 1. Probationary Period.** Employees in this work group are employees-at-will, however, each new employee shall serve a probationary period of sixty-seven (67) working days of continuous service in the School District, exclusive of leave days under Article IV. During the probationary period the School District shall have the unqualified right to discharge such employee.

**Section 2. Completion of Probationary Period.** Employees who complete a successful probationary period shall be regarded as regular employees, although nothing in these guidelines alters the employee-at-will relationship with the School District.

**Section 3. Probationary Period After Promotion.** An employee promoted to a higher classified position shall be on probation for thirty (30) work days during which period the School District shall have the right to return the employee to their former position at the discretion of the school district.

## ARTICLE VII – SEVERANCE PAY / WELLNESS PAY / 403B

### **Section 1. Severance Pay.**

**Subd. 1. Eligibility.** Employees meeting the following requirements shall be eligible for severance pay pursuant to the provisions of this section, upon submission of a written resignation accepted by the School District:

- a. Employees who have completed at least ten (10) years of continuous service with the School District who are immediately eligible for a state retirement annuity benefit;
- b. Employees who become and remain totally and permanently disabled while employed by the School District;
- c. Employees whose death occurs while employed by the School District.

**Subd. 2. Calculation of Severance Pay.** An eligible employee shall receive as severance pay upon their retirement, the amount obtained by multiplying the number of their accrued accumulative leave days up to sixty (60) days, times their daily rate of pay at the time of retirement, disability or death, times the percentage determined by the employee's years of service on their last day of employment.

|                           |     |
|---------------------------|-----|
| 10 full years of service  | 40% |
| 15 full years of service  | 50% |
| 20+ full years of service | 60% |

**Subd 3.** Employees with more than 30 years of service as of January 1, 2020, or who retire prior to July 1, 2021, will be eligible for severance pay based on their accrued accumulative leave days up to one hundred (100) days.

**Subd. 4. Ineligibility.** Severance pay under this section shall not be granted to any employee who is discharged for cause by the School District or who resigns while under investigation for misconduct.

**Subd. 5. Payment.**

- a. Severance Pay under this section shall be paid by the School District into the employee's Minnesota Health Care Savings Plan (MHCSP) within sixty (60) days of retirement.
- b. If an employee completes and qualifies for a waiver of participation based on the health care savings plan criteria, and the waiver is presented to the School District at least two (2) months in advance of the employee's retirement date, payment under this section shall be paid directly to the employee in one lump sum within sixty (60) days of retirement.
- c. If an employee who is eligible for severance pay under this article dies prior to submitting a notice of resignation or retirement, or after submitting notice but prior to the anticipated retirement date, severance pay will be paid to the employee via payroll or to the employee's estate and not to the MHCSP.

**Section 2. Wellness Pay.** Effective January 1, 2019, employees shall receive annual wellness pay for all accrued accumulative leave days in excess of sixty (60) days. The school district shall pay out an amount equal to the total number of excess days multiplied by the employee's daily rate times .8 by August 31<sup>st</sup> of each year, into the employee's Minnesota Health Care Savings Plan (MHCSP).

School Year employees that have accrued more than seventy (70) days or Twelve Month employees that have accrued more than seventy two (72) days as of June 30, 2020, will receive wellness pay for up to ten days for School Year Employees and up to twelve days for Twelve Month employees pursuant to this section, and any additional days will be placed in a sick leave bank that will be available to the employee for sick leave should their accrued balance of accumulative leave be exhausted. Days in the sick leave bank shall not be eligible for payout as severance or wellness pay, except as provided in Section 1, Subd. 3 of this Article.

**Section 3. 403b Plan.**

**Subd. 1. Participation.** Employees of this employee group shall be eligible to participate in a 403b plan pursuant to Minnesota Statutes §356.24.

**Subd. 2. Matching Contribution Plan.** Beginning with open enrollment during the 2020-2021 school year, the School District will match employees' annual contributions for employees who are benefit eligible under Article VIII based on their current year of employment in the School District. The School District matching amount shall not exceed the Annual Maximum Match Amount set forth below:

| <b>Maximum Match Amount</b>         |               |                   |
|-------------------------------------|---------------|-------------------|
| <b>Years of Service</b>             | <b>Annual</b> | <b>Cumulative</b> |
| 0 years to three (3) years          | \$ -0-        | \$ -0-            |
| Four (4) – Eight (8) years          | \$500         | \$ 2,500          |
| Nine (9) – Thirteen (13) years      | \$600         | \$ 3,000          |
| Fourteen (14) – Eighteen (18) years | \$700         | \$ 3,500          |
| Nineteen (19) plus years            | \$900         | <u>\$ 8,000</u>   |
|                                     |               | \$17,000          |

**Subd. 3.** The maximum career matching contribution by the School District shall be \$17,000.

**Subd. 4.** A salary reduction authorization agreement must be completed by the eligible employee by September 1 for the employee to participate in the 403b Matching Contribution Plan for that school year.

**Subd. 5.** The School District shall provide notice to employees when they become eligible for an increased level of matching contribution.

**Subd. 6.** Employees on unpaid leaves may not participate in the matching program while on leave.

## **ARTICLE VIII – MISCELLANEOUS**

**Section 1. Medical Examination.** An employee whose condition of physical or mental health is thought to be adverse to the welfare of students or other employees may be required to undergo a health examination by a licensed physician at the expense of the School District.

**Section 2. Mileage Reimbursement.** Employees of this unit who are authorized to use their own automobile in the performance of their duties will be reimbursed for all authorized travel at the rate established by the School District.

**Section 3. Retiree Recognition.** The District will initiate an Employee Recognition program designed to acknowledge and commend service to District 742 schools.

**Section 4. Reemployment After Resignation.** If an employee covered by these guidelines, except for a temporary employee, voluntarily terminates employment and is subsequently re-employed by the district within eighteen (18) months from the date of termination, the employee shall be reinstated at the same hourly wage as of the date of termination. If re-employed at the same or lower classification, the employee will not be required to serve a new probationary period.

# NON-REPRESENTED HOURLY POSITION LIST

| Lane | Position Title                                                                                     |
|------|----------------------------------------------------------------------------------------------------|
| 61   | ABE Technology Specialist                                                                          |
| 61   | Early Childhood Outreach Specialist                                                                |
| 61   | Literacy Accountability Assistant                                                                  |
| 61   | Security Officer                                                                                   |
| 65   | Community Education Program Specialist                                                             |
| 65   | Printing Technician                                                                                |
| 65   | Routing Specialist                                                                                 |
| 65   | Visual Communication Specialist                                                                    |
| 65   | Vision Support Specialist                                                                          |
| 70   | American Indian Cultural Liaison                                                                   |
| 70   | Bilingual Communications Support Specialist                                                        |
| 70   | District Support Technician Level 1                                                                |
| 70   | Executive Assistant<br>(Superintendent, HR, Business Services, Special Education/Student Services) |
| 70   | Family Advocate                                                                                    |
| 70   | Human Resources Specialist                                                                         |
| 70   | Intervener                                                                                         |
| 74   | Accountant                                                                                         |
| 74   | American Indian Program Coordinator                                                                |
| 74   | Behavior Resource Specialist                                                                       |
| 74   | Behavior Truancy Interventionist                                                                   |
| 74   | Benefits Coordinator                                                                               |
| 74   | Certified Occupational Therapist Assistant                                                         |
| 74   | Communications Coordinator                                                                         |
| 74   | Community Education Program Coordinator                                                            |
| 74   | Data Accountability Specialist                                                                     |
| 74   | District Chef                                                                                      |
| 74   | District Support Technician Level 2                                                                |
| 74   | Executive Assistant to the Superintendent                                                          |
| 74   | Human Resources Coordinator                                                                        |
| 74   | Information Systems Analyst                                                                        |
| 74   | Literacy Accountability Specialist                                                                 |
| 74   | Pathway Coordinator                                                                                |
| 74   | Purchasing Coordinator                                                                             |
| 74   | Research & Compliance Assistant                                                                    |
| 74   | Restorative Practitioner                                                                           |
| 74   | Speech Language Pathology Assistant                                                                |
| 74   | Transportation Coordinator                                                                         |

## Non-Represented Hourly Wage Schedule

July 1, 2025 – June 30, 2027

### NEW EMPLOYEE STARTING WAGES

| Starting Pay Ranges | D                    | E             | F             | G             | I            |
|---------------------|----------------------|---------------|---------------|---------------|--------------|
|                     | 58                   | 61            | 65            | 70            | 74           |
| <b>2025-2027</b>    | No Current Positions | 17.50 - 21.50 | 19.50 - 23.50 | 22.50 - 28.50 | 26.00- 32.00 |

### Activity and Event Workers

These assignments are not eligible for any other benefits under these guidelines and will be compensated at the basic rate. Activities assignments will be compensated at the advanced rate, if an employee is working two or more activities or site supervising, upon recommendation by the Activities Director and with approval by the Executive Director of Human Resources or designee.

|                  | Basic | Advanced |         |
|------------------|-------|----------|---------|
| <b>2025-2026</b> | 16.25 | 17.00    |         |
| Sections         | 16.75 | 17.50    |         |
|                  |       | Level 1  | Level 2 |
| <b>2026-2027</b> | 17.00 | 17.50    | 18.50   |
| Sections         | 17.50 | 18.00    | 19.00   |

### Community Education Assignments

These assignments are not eligible for any other benefits under these guidelines. Community education assignments will be compensated at the following rates.

|                    | 2025-2026 | 2026-2027 |
|--------------------|-----------|-----------|
| Building Attendant | 16.00     | 16.50     |
| Facilitator        | 16.00     | 16.50     |
| Instructor         | 16.00     | 16.50     |
| Lifeguard          | 16.00     | 17.00     |
| Aquatics Lead      | 17.00     | 17.50     |
| Auditorium Manager | 21.00     | 21.50     |

### School Closing Plan • Weather Related E-Learning Days • 2025-2026

In an effort to continue student learning in the event of weather related school closings, St. Cloud Area Schools will continue using E-Learning Days during the 2025-2026 school year for inclement weather day closings pursuant to Minn. Stat. §120A.414 as follows:

#### Make-Up Plan:

- The first Weather related closing will be a full school closing day;
- The next five weather related closings will generally be E-Learning Days as long as there is no interruption of power and/or internet service that would interfere with distance learning. At the discretion of the Superintendent, a full school closing day may be called instead if the timing or circumstances surrounding the weather event compromises the ability to deliver effective instruction as a E-Learning Day;
- Additional weather related school closing days will be determined by the Superintendent and make-up time for students and/or staff will be determined by the Superintendent in consultation with the School Board.

During a Weather Related E-Learning Day, students and licensed staff will have the following expectations:

#### Student Expectations

In the event of a cancelled school day that requires an E-Learning Day, families will be informed by an automated message that St. Cloud School District 742 is activating a E-Learning Day at least two hours prior to the start of the regular school day.

#### Pre-School

Pre-school students will access and complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website when predicted weather conditions make school closing likely.

#### K-5 Students

Students in grades K-5 will access assignments on student devices via the Learning Management System (LMS) or complete a series of preassigned learning activities that will be made available to students in home packets or on the ISD 742 website if devices were not sent home with students. Licensed staff will post learning activities to LMS by 9:00 AM on the day of a E-Learning Day.

#### Secondary Students

Students in grades 6 -12 will access assignments on student devices via the Learning Management System (LMS). Licensed staff will post learning activities on LMS by 10:00 AM on the day of a E-Learning Day.

Licensed staff members will be available during student contact hours to answer student questions and provide guidance via email and the LMS. Accommodations for students who receive special education and EL services will be provided. If additional accommodations are needed, they can be addressed by teaching staff when the student returns to school.

## **Licensed Staff Expectations**

Licensed staff who are unable to teach on a E-Learning Day due to a discretionary day, illness or medical appointment for themselves or a family member, or other absence reason, must request time off in Skyward and post the learning activities for the day on the Learning Management System (LMS) in lieu of posting sub plans. In addition, staff should email the principal and lead secretary so they are aware the employee will not be available for student or parent contact.

Licensed staff who are on duty during a E-Learning Day must be in service during their regular teacher duty day and will complete the following:

### **Early Childhood Staff**

Early Childhood staff will make a plan for their work on a E-Learning Day with their administrator/supervisor.

### **K-5 Staff**

Licensed staff of students in grades K-5 will post learning activities on LMS by 9:00 AM on the day of a E-Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Each classroom teacher who serves students is responsible for posting lessons, grading, and completing attendance on E-Learning Days.

### **Secondary Staff**

Licensed staff of students in grades 6 -12 will post learning activities on LMS by 10:00 AM on the day of a E-Learning Day. Licensed staff must be available during the student contact day by email, school district phone message and/or LMS to answer questions and assist students. Time not engaged in posting lessons or in direct contact with students may be used for planning and preparation time. Teachers are responsible for completing attendance on E-Learning Days.

### **Non-Instructional Licensed Staff**

Non-Instructional licensed staff (e.g. counselors, school psychologists, social workers, nurses, SLPs, OT/PTs, autism specialists, media specialists, technology integrationists, SEL/Focus teachers, ADSIS teachers, grade level leads, math and literacy specialists, EL coordinators, etc.) will make a plan for their work on a E-Learning Day with their administrator/supervisor.

### **Part-Time Teaching Staff**

Part-time contract teachers will be available during their regularly scheduled duty hours.

All licensed staff are encouraged to also use the work day to make contact home to update families on positive student performance and progress.

## **Support Staff Expectations**

### **10 Month Support Staff Expectations:**

In the event of a E-Learning Day, 10-month Support staff will not report to work on-site and will work as follows:

1. Staff who can work effectively from home may do so with the pre-approval of their supervisor (e.g. clerical, head cooks, BRS, BCSS, BTIs, interpreters, instructional paraeducators, LPNs, mental health support staff, EEOCs, family advocates and deans).
2. Support staff who do not support instruction, whose regular work cannot be performed at home (e.g. bus drivers, nutritional services, transportation paraeducators, door monitors, CSO's), shall receive full pay for the E-Learning Day.

### **12 Month Support Staff Expectations:**

In the event of a E-Learning Day, 12-month Support staff who can report to work safely may do so (e.g. custodians and engineers). 12-month Support staff who can work from home may do so with the approval of their supervisor (e.g. clerical, non-represented 12 month employees). Staff who cannot report and whose work cannot be performed at home, shall receive full pay for the E-Learning Day. Employees who choose not to work from home on a snow or ice closing E-Learning Day, may use accumulative or other paid leave time to make up for any hours lost.

Minnesota Statute for Reference:

## **120A.414 E-LEARNING DAYS.**

### **Subd. 1. Days.**

"E-learning day" means a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather. A school district or charter school that chooses to have e-learning days may have up to five e-learning days in one school year. An e-learning day is counted as a day of instruction and included in the hours of instruction under section 120A.41.

### **Subd. 2. Plan.**

A school board, including the board of a charter school, may adopt an e-learning day plan after consulting meeting and negotiating with the exclusive representative of the teachers. If a charter school's teachers are not represented by an exclusive representative, the charter school may adopt an e-learning day plan after consulting with its teachers. The plan must include accommodations for students without Internet access at home and for digital device access for families without the technology or an insufficient amount of technology for the number of children in the household. A school's e-learning day plan must provide accessible options for students with disabilities under chapter 125A.

### **Subd. 3. Annual notice.**

A school district or charter school must notify parents and students of the e-learning day plan at the beginning of the school year.

### **Subd. 4. Daily notice.**

On an e-learning day declared by the school, a school district or charter school must notify parents and students at least two hours prior to the normal school start time that students need to follow the e-learning day plan for that day.

### **Subd. 5. Teacher access.**

Each student's teacher must be accessible both online and by telephone during normal school hours on an e-learning day to assist students and parents.

### **Subd. 6. Other school personnel.**

A school district or charter school that declares an e-learning day must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.



### **Earned sick and safe time employee notice**

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. 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. A year for purposes of the employee's earned sick and safe time accrual is July 1<sup>st</sup> to June 30<sup>th</sup>.

At the end of each pay period, employers must provide employees with the number of earned sick and safe time hours used by the employee during the pay period and available for future use. Earned sick and safe time must be paid at the same base 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.
- to make arrangements for or attend funeral services or a memorial or address financial or legal matters that arise after the death of a family member.

### **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 two consecutive scheduled workdays.

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, inform their supervisor far in advance as possible following contract guidelines. In situations where an employee cannot provide advance notice, the employee should contact their supervisor as soon as they know they will be unable to work.

### **Retaliation, right to file 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 [esst.dli@state.mn.us](mailto:esst.dli@state.mn.us) or visit the department's earned sick and safe time webpage at [sickleave.mn.gov](http://sickleave.mn.gov).

# MINNESOTA PAID LEAVE

Effective January 1, 2026

**Minnesota Paid Leave provides payments and job protections when you need time off to care for yourself or your family.**

## What can I use Paid Leave for?

### Medical Leave:

- To care for your own serious health condition, including care related to pregnancy, childbirth, and recovery

### Family Leave:

- **Bonding Leave** – to care for and bond with a new child welcomed through birth, adoption, or foster placement
- **Caring Leave** – to care for a family member with a serious health condition
- **Military Family Leave** – to support a family member called to active duty
- **Safety Leave** – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

Generally, conditions must last more than seven days and be certified by a healthcare provider or other professional.

## Am I covered by Paid Leave?

Most workers in Minnesota are covered by Paid Leave. You are covered no matter the size of your employer, or the hours or days you work. Independent contractors and self-employed individuals are not automatically covered but may opt in. You may qualify for payments if you've been paid a minimum amount for work in Minnesota in the last year (\$3,900 for the start of Paid Leave in 2026).

## How long can I take leave?

You may qualify to take up to 12 weeks of family or medical leave per benefit year. If you need both family and medical leave in the same benefit year, you may qualify for up to 20 weeks in total.

## How much will I get paid?

When you use Paid Leave, the state makes payments to you. Paid Leave will pay up to 90% of your wages, based on your income level, with a maximum weekly amount set at the state's average weekly wage. This amount changes each year, and is \$1,423 for the start of Paid Leave in 2026.

## Who pays for Paid Leave?

Paid Leave is funded by premiums paid by employees and employers. The initial premium rate is 0.88% of covered wages. Your employer may deduct up to 0.44% of your wages to fund your portion of the premium.

## What are my employment protections?

- **Job protections:** Generally, you must be restored to your job or an equivalent position when returning from leave. Job protections take effect 90 days after your date of hire.
- **Health insurance continuation:** Generally, employers must continue to fund their portion of healthcare insurance premiums while you are on leave.
- **No retaliation or interference:** Employers must not interfere with or retaliate against you if you apply for or use Paid Leave. Employers cannot take your Paid Leave payments.

For inquiries related to Paid Leave, please contact Minnesota Paid Leave at 651-556-7777 or visit our website.

If you think your employer is violating employment protections, contact the Labor Standards Division at the Minnesota Department of Labor and Industry.

**LEARN MORE:** [paidleave.mn.gov](https://paidleave.mn.gov)



This information can be provided in alternative formats to people with disabilities or people needing language assistance by calling the Paid Leave Contact Center at 651-556-7777 or 844-556-0444 (toll-free).

7/2025

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PAID LEAVE

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