

COLLECTIVE BARGAINING AGREEMENT

**MINNESOTA SCHOOL EMPLOYEES ASSOCIATION
(PARAPROFESSIONAL EMPLOYEES)**

and the

**MINNETONKA PUBLIC SCHOOLS
(INDEPENDENT SCHOOL DISTRICT #276)**

July 1, 2026 through June 30, 2028

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ARTICLE I: RECOGNITION

The School Board of Minnetonka Independent School District #276, Minnetonka, Minnesota (hereinafter referred to as the Employer) recognizes the Minnesota School Employees Association (hereinafter referred to as the Association), pursuant to and in compliance with the Public Employee Labor Relations Act of 1971 as amended (hereinafter referred to as the P.E.L.R.A. as amended) as the exclusive representative with respect to the terms and conditions of employment of all school paraprofessionals employed by Minnetonka School District #276, Minnetonka, Minnesota, whose employment service equals thirty-five percent (35%) of the normal work week, which shall be defined as 12.25 or more hours per week and more than sixty-seven (67) work days per year, excluding supervisory and confidential employees.

ARTICLE II: DEFINITIONS

<u>Paraprofessional:</u>	shall mean school paraprofessionals as defined in Article II herein.
<u>Employer:</u>	shall mean Minnetonka School District No. 276, its School Board and its designated administrative staff.
<u>Full-time Paraprofessional:</u>	shall mean any paraprofessional whose normal work week is thirty (30) hours or more.
<u>Part-time Paraprofessional:</u>	shall mean any paraprofessional whose normal work week is 12.25 or more hours per week or thirty-five percent (35%) of the normal work week but less than thirty (30) hours per week.
<u>Regular Paraprofessional:</u>	shall mean any full-time or part-time paraprofessional other than a current school year assignment only paraprofessional as described below.
<u>Work Day:</u>	shall mean the number of hours per day a paraprofessional is scheduled to work.
<u>Classification:</u>	shall mean the class (A, B, C, D1, D2, or E or F) of each paraprofessional position.
<u>Position:</u>	shall mean a position with a specific building, hours per day, and days per year according to the personnel assignment in the district database.
<u>Assignment:</u>	shall mean a position with a specific building, hours per day, and days per year.
<u>Current School Year Assignment Only:</u>	shall mean an assignment that has definite starting and ending dates within a specific school year.

All other terms not defined in this agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

ARTICLE III: SCHOOL BOARD RIGHTS

SECTION A

The Association recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion and/or policy as the functions and programs of the Employer; overall budget; utilization of technology; organizational structure; and the selection, direction and number of personnel.

SECTION B

The Association recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the School District and to do all things necessary to accomplish its primary obligation to provide the best possible educational opportunity for all students.

SECTION C

Employees covered by this Agreement shall be governed by School Board policy, rules, regulations, directives and orders issued to them by properly designated officials of the Employer unless limited by the terms of this Agreement and the P.E.L.R.A.

SECTION D

All provisions of this Agreement are subject to the laws of the United States; the State of Minnesota; rules and regulations of the State Board of Education; and the valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of such laws, rules, regulations, directives or orders shall be null and void. The parties agree to immediately negotiate a substitute for the invalidated provision thereof.

SECTION E

The enumeration of Employer rights set forth in this Article shall not be deemed to exclude other management rights not expressly reserved herein.

ARTICLE IV: EMPLOYEE RIGHTS

SECTION A

Subd. 1 – Payroll Deductions – Pursuant to Minn. Stat. §179A.06, the Employer will deduct from the regular payroll: Association dues for those employees in the bargaining unit who are members of the Association and who have requested in writing to have their Association dues paid by payroll deduction; and for employees in the bargaining unit who have not requested to have Association dues deducted.

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

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

SECTION B - Access to Information

The Employer shall provide, on request of the Association, access to District information, including budgets and other financial information in accordance with Minnesota Statute.

SECTION C - Employee Rights to Views

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or the employee's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is

not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Association.

SECTION D - Personnel Files

Upon written request to the supervisor having custody of the files, employees have the right to review the contents of their own personnel file. Employees shall have the right to reproduce, at their own expense, any of the contents of their own file. Employees shall have the right to submit for inclusion in their own file written information in response to any material in the file and such information shall become part of the file. An employee may grieve, pursuant to Article XII, any erroneous material in the personnel file.

The District shall maintain, reproduce, make available, expunge and destroy all employee evaluations and files in accordance with Minnesota Statutes 13.01 to 13.90 as amended.

SECTION E - School Facility Use

The Association shall be considered an approved user of school facilities and may use such facilities according to the District policy covering school facility use.

ARTICLE V: WORKING CONDITIONS

SECTION A - Length of Work Week and Hours

Subd. 1 - The normal work week shall consist of five (5) days, seven (7) hours in length, exclusive of an unpaid lunch period which shall be at least one-half (1/2) hour.

This shall in no way serve as a guarantee of hours, or days, to be worked.

Subd. 2 - All employees shall be provided with a break of fifteen (15) minutes during each three and one-half (3-1/2) hours of employ, not to exceed two (2) fifteen (15) minute breaks per seven (7) hour day.

Subd. 3 - The starting and ending time including the number of hours worked and contract holiday hours for each employee shall be established by the District and a copy of such schedule shall be provided each employee. The school calendar will be available on the District website. All employees are expected to work on days when school is in session. If an employee will not work on every school day the employee's supervisor shall notify the employee prior to the start of school of the employee's work schedule. Schedules may be modified in writing by the Employer two weeks in advance.

Subd. 4 - Employees shall be paid at a rate of one and one-half (1-1/2) times their regular hourly rate for all work in excess of forty (40) hours in any given work week. Employees who work beyond their regular daily schedule in any day shall not be required to take time off later in the work week because of extra hours.

SECTION B - Paid Holidays

Subd. 1 - Employees shall have the days listed below off with pay.

- a. Employees who are normally scheduled to work a constant number of hours per day shall receive holiday pay commensurate with the number of hours the employee is normally scheduled to work each day.
- b. Employees who work a variable number of hours per day shall receive pro rata holiday pay which is calculated by taking the employee's average weekly scheduled number of hours and dividing by five (5) weekdays. Variable number of hours per day includes paras who do not work every day of the work week.

Subd. 2 - Employees shall be eligible for holiday pay only for those holidays falling within their annual assignment period. Employees must work the last regularly scheduled workday before and the first regularly scheduled workday after a holiday or be on authorized paid leave, in order to be eligible for holiday pay under this Section.

Subd. 3 – Holidays

- | | |
|-----------------------------------|---|
| 1. Labor Day | 8. President's Day |
| 2. Thanksgiving Day | 9. Friday immediately prior to Easter Holiday |
| 3. Day following Thanksgiving Day | 10. Memorial Day |
| 4. December 24 | 11. Juneteenth* |
| 5. December 25 | 12. Independence Day* |
| 6. New Year's Day | |
| 7. Martin Luther King Day | |

*Juneteenth and Independence Day only apply to paraprofessionals who are continuously and actively employed in a 12-month assignment.

Subd. 4 - If school is in session on any of these days, holidays shall be taken on a day mutually agreed upon by the Employer and the Association. If the parties cannot agree upon a holiday because school is in session, an appropriate adjustment shall be made in the employee's pay to compensate for such deficiency.

SECTION C - Vacation

Subd. 1 - Vacations shall apply only to employees who are employed for thirty (30) or more hours per week on a twelve (12) month basis. They shall be granted a paid vacation which the employee shall earn from July 1 to June 30. Vacation shall be credited monthly. Such employees will be permitted to utilize their vacation period at a time, or times, mutually agreeable to the employee and the employee's supervisor.

Subd. 2 - The following provisions shall apply to vacations:

- a. Persons employed after July 1 of any given year shall have their first year's earned vacation period prorated at .83 of a day's vacation for each month the employee is actively at work. Such vacation is to be prorated to the nearest whole number.
- b. An employee terminating employment prior to the completion of any full year of employment shall not receive a vacation and/or vacation payment unless employment has been terminated as a result of a layoff, discontinuance of position, or retirement at the normal retirement age, or resignation following a minimum of thirty (30) calendar days prior notice to the Employer unless a shorter period of time is mutually agreed to by the employer and employee. If employment is terminated because of a layoff, discontinuance of position, or retirement at age sixty-five (65) or resignation following a minimum of thirty (30) calendar days' prior notice to the Employer, the employee is entitled to a prorated share of vacation earned and credited, which may be taken as time off or as direct compensation, at the discretion of the Employer.

Subd. 3 - Vacations are to be provided as follows. All employee vacation schedules are to be authorized by the employee's supervisor.

- a. Ten (10) working days per year for the first six (6) years of employment, credited at the rate of .83 days per month.
- b. Fifteen (15) working days after the sixth (6th) year of employment, credited at the rate of 1.25 days per month.
- c. Accruing one additional day per year between 10 and 15 years of employment, accrued as follows:
 - 10 years, 16 days
 - 11 years, 17 days
 - 12 years, 18 days
 - 13 years, 19 days
 - 14 years, 20 days
- d. Twenty-one (21) working days per year after the fifteenth (15th) year of employment.
- e. Twenty-two (22) working days per year after the twentieth (20th) year of employment.

Subd. 4 - For the purpose of computing vacation accrual for years of employment subsequent to the initial year of employment, the Employer will give a full year's credit if an employee is hired on a full-time basis prior to January 1. If employed after January 1, no credit will be given for the first year of employment.

Subd. 5 - The employee may accrue vacation up to a maximum of forty (40) days.

Subd. 6 - Vacations shall be taken at a time mutually agreeable to the Employer and the employee. Prior to June 30, of the year in which vacation is accrued the Employer and the employee shall mutually agree as to how any remaining vacation days shall be utilized prior to the following June 30. Should action on the part of the employer prohibit the employee from utilizing vacation as planned the employee shall be entitled to receive payment for unused vacation at one and one half (1-1/2) times the employee's base rate of pay in effect at the time the vacation was scheduled to be taken.

Subd. 7 - If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation time shall be extended by one (1) additional work day.

Subd. 8 - Any employee newly hired to the unit on a full-time basis may be credited for years of prior District credit at the District's discretion, providing this time is on a full-time basis in the employment of the District.

SECTION D - Voluntary Reduction of Hours

As flexible work schedules may be of benefit to both parties of this agreement, it is understood that employees may request a voluntary reduction of hours and it shall be the sole discretion of the District level school designee, with input from the employee's immediate supervisor, to either grant or deny such request. The employee shall submit a written request stating the proposed change in work schedule. The Employer's response to such a request shall be made in writing to the employee involved and said response shall not be subject to the grievance process. Should this reduction of hours request be granted, thereby creating a new position, the Employer shall post the position in accordance with Article VI, Section G.

SECTION E - Staff Development

All employees within the unit shall be provided with eight (8) hours of paid training and/or development activities at their regular hourly rate each school year on a day or time when students are not in school. The District shall have the exclusive right to determine the dates and times to be reserved for this purpose. The training and/or development activities to be conducted will be the responsibility of the District in collaboration with the Association. The District shall not be required to provide make-up sessions for employees who are absent from scheduled training and/or development activities.

Employees are required to attend all scheduled training and/or development activities unless excused by the District.

Any additional training and/or development activities required for a position beyond the eight (8) hour minimum shall be provided by the District, and employees shall be compensated at their regular hourly rate while participating in such training and/or development activities.

The District shall provide a ten (10) working days written notice to employees prior to all scheduled training and/or development activities.

SECTION F - Emergency Weather Related Closings

In the event it becomes necessary to delay the opening, close early or close completely a school facility due to inclement weather, the following shall prevail:

Subd. 1 - Opening is delayed prior to the employee's scheduled start time:

- a. Delayed openings will be communicated via the official radio station or in some cases directly to the employee by phone.

- b. Upon notification the employee will delay reporting to work for the same period as the school opening is delayed.
- c. If rescheduling on that day is possible, the employee will work the normal daily hours once the employee reports to work. If rescheduling on that day is not possible, the employee will not be penalized for any lost time.
- d. An employee whose work schedule is not impacted by the delay will report to work at the normal scheduled time.

Subd. 2 - A school facility is announced to be closed prior to the employee's scheduled start time:

- a. School closing will be communicated via the official radio station or in some cases directly to the employee by phone.
- b. Upon notification the employee will not be required to report to work that day.
- c. Employees will be paid for the day at their regular rate of pay unless a make-up day is scheduled which will provide the same annual days of employment. If a make-up day is scheduled which provides the same annual employment days, the employee will not be paid for the day school is closed for students.

Subd. 3 - A school facility is closed after the employee has reported to work:

- a. The employee may be dismissed after all students have safely departed the school.
- b. The employee shall be paid for all their scheduled work hours that day even though the employee may not be required to work their entire shift.

Subd. 4 - Employees required to report to work or who are retained after a facility is closed and students have safely departed the school:

- a. Nothing specified in Subd. 1, 2, or 3 shall prohibit the Employer from requiring an employee to remain at work or to report to work even though other employees are dismissed or are not required to report to work.
- b. Employees shall be entitled to one and one-half (1-1/2) times their normal rate of pay in lieu of their regular rate of pay for the period they are retained or the period of time they may work when they are required by their Employer to report for work.

SECTION G - Non-Weather-Related School Closings

In the event it becomes necessary to delay the opening, close early or close completely a school facility due to a non- weather-related emergency, in addition to Article V: Working Conditions, Section F, the following shall prevail:

Subd. 1 - Student Only Closing:

In the event that schools are closed for students but not staff due to unforeseeable circumstances, bargaining unit employees will report to work in school buildings as soon as practical, unless they are instructed not to report to work by the building administrator. Employees who are required to report to work and are unable to report may draw personal leave, if available, or may take the day off without pay. Employees that are not required to report to the school buildings shall be paid at their regular rate for their scheduled hours.

Subd. 2 - Schools Closed by Superintendent or Government Official:

If school buildings are closed by Superintendent or Government Official, the determination of who will be required to report in school buildings will be that of the building administrator. Employees will be paid one and one-half (1-1/2) times their regular rate of pay for the first ten (10) days of the closing if required to report to school buildings. Beyond ten (10) days the pay will be at the regular rate of pay. Every effort will be made to rotate employees through the schedule. Employees not required to report to work in the school building will continue to be paid at their regular rate of pay for their scheduled hours.

Subd. 3 - Extended Closings that Require Staff Reduction:

If a non-weather-related closing requires reduction of staff because of lack of work, reductions would be done in accordance with layoff procedures described in Article VI, Section D.

SECTION H - Probationary Employment

Subd. 1 - An employee is a probationary employee during the first ten (10) calendar months of employment in the paraprofessional unit. Months not worked shall not be counted towards completion of the probationary period (i.e., summer months). An employee's probationary period shall continue if the employee returns to a position in the unit after a break in service of sixty (60) calendar days or less, excluding summer months.

Subd. 2 -The Employer reserves the right to discipline, lay off and/or discharge with respect to probationary employees. No matter concerning the discipline, lay off or termination of a probationary employee shall be subject to the grievance procedure. However, a probationary employee shall have the right to bring a grievance on any other provisions of the contract alleged to have been violated.

Subd. 3 - During the probationary period the District shall provide a written performance appraisal of the employee after three (3) calendar months and at least one month prior to the completion of the probationary period.

SECTION I - Health Requirements

Medical examinations may be required by the District. Any medical examination required by the District following initial employment shall be provided by the District medical doctor at District's expense. If the employee objects to being examined by the District's medical doctor, the examination shall be conducted by a medical doctor mutually agreeable to the employee and the Employer, but the employee shall be responsible for any portion of the examination fee which is in excess of what the Employer would have paid the District's medical doctor for the examination.

SECTION J - Recall to Work

A minimum of two (2) hours shall be paid an employee when the employee is recalled to work or when an employee assigned to an individual student reports to work and then is sent home because the assigned student is absent from school.

SECTION K - Paid Time Off

Paid time off shall be counted as time worked.

SECTION L - Uniforms

If the District requires any paraprofessional employees to wear uniforms, the District shall furnish the uniforms. An employee committee, including representatives of those affected, will be formed to advise the District on uniforms.

SECTION M - Job Share Arrangements

- a. Paraprofessionals in a job share position shall accrue seniority per Article VI, Section A, Subd. 1 of the contract. Job sharing arrangements shall be re-evaluated at the end of each school or shall be re-evaluated should one of the job sharing paras terminate employment or be granted a leave of absence.
- b. If one of the paras in a job share position resigns, the District shall have the right to post the job share position as is or restructure and post as a full-time position. Should the District restructure the position, the employee in the job share position shall have the right to apply for the restructured position or exercise all rights in Article VI, Section D.

SECTION N - Transfers and Promotions

Employees who are new to a position must serve in that position for at least one school year or through the end of a school year prior to being considered for a transfer or promotion, unless this requirement is waived at the District's discretion. Examples of reasons that would be considered by the District for a waiver would include a transfer or promotion which would permit an employee to move from a non-benefit position to a benefit eligible position.

ARTICLE VI: SENIORITY

SECTION A - Definition and Method of Accumulation

Subd. 1 - Seniority shall be determined by the employee's first day of continuous employment for a regular position; the employee with the earliest seniority date shall be deemed to have the most seniority. In the event two (2) or more employees have the same seniority date, the employee with the earliest date of application on record shall be deemed to have the most seniority.

Paraprofessional employees whose assigned work schedule drops below thirty-five percent (35%) of the normal work week, which shall be defined as 12.25 hours or more per week, and more than sixty-seven (67) days per year, are exempt from coverage by this bargaining agreement and are therefore removed from the seniority list.

Seniority shall be calculated based on total hours of service, as shown below:

HOURS OF ANNUAL SERVICE	YEARS OF SENIORITY CREDIT	PORTION OF YEAR
170-444	0.25	25%
445-719	0.5	50%
720-994	0.75	75%
995 +	1 year	100%

Subd. 2 - Employees Hired for Current School Year Only Assignment - Any employee who applies for and is granted a current school year only assignment will continue to accrue seniority while working in this assignment. When the assignment ends, the District shall have the right to reassign the paraprofessional to other comparable positions within the District. An employee who refuses a reassignment to a comparable position at the same wage rate will be considered to have voluntarily resigned from the District.

Subd. 3 – Voluntary Resignation – In the event that an employee in good standing voluntarily terminates employment from the bargaining unit position and is subsequently re-employed by the District under the bargaining unit within twelve (12) months, or after an absence of one (1) school year, the District will credit the employee following the employee's completion of the probationary period as described in Article V, Section H with seniority earned and accumulated as of the date of termination.

SECTION B - Seniority List

On October 1 of each year, the updated seniority list will be sent via email to the all paras email group and to the Association showing the seniority of all employees covered by this Agreement through the preceding June 30. Said updated seniority list shall state the seniority date of each employee as of the preceding June 30. Unless a written and dated statement challenging the seniority standing of any employee is filed by October 15, the seniority standing of the employees as shown on such list shall be deemed to be correct.

The seniority list will otherwise be updated during the year as it is necessary to effectuate the purposes of this Agreement. The employee will be placed on the seniority list as of the seniority date as defined in Section A Subd. 1.

SECTION C - Loss of Seniority

An employee's continuous service shall be broken and all accrued seniority lost by any of the following:

- a. Discharge for just cause;
- b. Voluntary resignation;
- c. Failure to return to work in accordance with the terms of a leave of absence.
- d. In the case of a layoff;

- i. Failure to request receipt of any or all future notices of position openings to which the employee is eligible to return (as outlined in Sections D and F of this Article).
- ii. Failure to respond within seven (7) calendar days after receiving a request in writing from the Employer for the employee to specify the employee's intentions regarding future employment with the District. "Receiving a request in writing" is interpreted to mean that the Employer shall send a certified letter (return receipt from employee only required) to the employee's last known address. If such letter is returned undeliverable or if the employee fails to respond within seven (7) calendar days of such request, the employee shall be considered to have voluntarily resigned employment and the employee's name shall be taken off the seniority list.
- iii. Layoff more than two (2) years.

SECTION D - Layoff

Subd. 1 – Definition

For the purposes of this section, layoff shall be defined as:

1. Elimination of entire paraprofessional position; or
2. Reduction of position to below the benefit eligibility level as described in Article X (30 hours per week); or
3. Reduction of position to below bargaining unit eligibility (12.25 hours per week as defined in Article I).

Subd. 2 – Process and Timeline

When reducing positions within a building, the reductions shall be made first to those hours of the most junior paraprofessional(s) with the least seniority currently assigned to the position.

The District shall have the right to reassign the paraprofessional(s) displaced through this process to other comparable positions within the District. The employee may choose to:

1. Accept the reassignment; or
2. Refuse the reassignment and voluntarily resign from the District; or
3. Accept the reduced assignment and waive all other rights under Article VI, Section D, Subd. 3.

Upon receipt of notice, the employee shall have up to seven (7) calendar days to make a decision.

When fewer positions are needed district-wide compared to the number of current positions, paraprofessionals assigned to the positions being reduced shall be laid off in inverse order of their seniority standing and shall be eligible for the layoff rights as described in Subd. 3 of this section.

The specific position to be discontinued will be identified by the Employer. Employees will be provided no fewer than fourteen (14) calendar days of written notice.

The parties agree to meet and confer regarding any reductions that fall within the following areas:

- a. In the early childhood family education program;
- b. In center-based special education programs; and
- c. In other situations if there is mutual agreement between the parties

Subd. 3 – Layoff Rights

Employees whose positions are eliminated shall have the following rights:

- a. Exercise Bumping Rights:
Employees whose positions have been eliminated would be allowed to bump into the least senior employee's position with comparable hours in their current classification or a lower classification as described below. Comparable hours would be defined as:

- i. Within one (1) hour per day for non-benefit positions (less than six [6] hours per day).
If there is no position within one (1) hour per day available for bumping in the employee's current classification, the employee would have the option to bump into a position within one (1) hour per day occupied by the least senior employee in the next lower classification.
- ii. Within one (1) hour per day for benefit-eligible positions (six [6] hours or more per day).
If there is no benefit-eligible position available for bumping in the employee's current classification, the employee would have the option to bump into a benefit-eligible position occupied by the least senior employee in the next lower classification.

For layoffs taking place in the next school year, bumping shall occur after the seniority list for the current school year is updated through June 30th.

Any employee who is displaced as a result of the above described bumping right shall have the right to displace the employee with least seniority in a lower classification(s) of equal or lesser hours per day.

An employee must have the qualifications and ability to perform the new position assumed under the above procedure. An employee who assumes a new position as a result of the above procedure assumes the wage schedule which applies to the new position.

b. Accept a Layoff:

An employee with seniority standing may accept a layoff and may request to return to any open position for which the employee is qualified. However, if an employee on layoff returns to a position which is not comparable in wage and/or hours to the one held prior to layoff, the employee shall be entitled to a preference for any subsequent position opening for which the employee is qualified (as outlined in Section G of this Article). In the event two (2) or more employees on layoff are qualified for and desire to return to the same open position, recall shall be according to their seniority standing.

An employee on layoff may refuse to return to an open position not comparable as within one (1) hour or less per day) and at a lower wage rate than the position previously held by the employee before being laid off.

An employee on layoff may remain on the recall list for up to two (2) years. An employee who refuses recall to a comparable position at the same wage rate will be removed from the layoff list and employment will be considered terminated. An employee will remain on the layoff list if the employee is recalled to a position for which the employee does not meet the minimum job qualifications of the current job description.

Requests to return to employment will be sent by certified mail to persons on the layoff/recall list who cannot be reached by phone. Employees will respond within seven (7) calendar days after receiving such request. If such request is returned undeliverable or if the employee fails to respond within seven (7) calendar days of such request, the employee shall be considered to have voluntarily resigned employment and the employee's name shall be taken off the seniority list.

c. Accept Offer of Reassignment:

The employee may accept an offer of reassignment by the District to an open position of lesser pay or hours.

d. Accept Severance Package:

The employee may accept a voluntary severance package as follows:

- i. For employees with at least five (5) years of seniority, the voluntary severance package will provide for compensation of \$350 for each year of seniority, up to a maximum of twenty (20) years of seniority, or for a total of up to \$7,000.
- ii. For employees with at least ten (10) years of seniority, the voluntary severance package will also provide for a one (1) year continuation of single health insurance.

- iii. Employees who accept the voluntary severance option will sever employment with the District and be considered to have a break in service.
- iv. Employees who accept the voluntary severance option will not be eligible for the terms detailed in Article VI, Section A, Subd. 3 of this Article.

SECTION E - Reduction of Hours

Employees whose positions are reduced in hours shall be provided no fewer than seven (7) calendar days of written notice. If the reduction meets the definition of layoff as described in Section D, Subd.1 of this Article, the employee may elect to waive the layoff rights and accept the reduced assignment.

SECTION F - Determination of Employment

The Employer shall determine when a position is vacant and when it shall be filled. In the case of layoff or the elimination of an employee's position, all affected employees shall be given two (2) weeks' notice of the layoff and/or elimination of position.

SECTION G - Posted Notice of Job Vacancies

Whenever a position vacancy occurs, other than one lasting sixty-seven (67) working days or less, a notice of that position vacancy shall be sent to the "All Paras" email group with a link to the web posting. The notice shall describe the position and shall be posted for five (5) working days except between the dates of August 15-September 30 the required posting days will be three (3) working days. The day of the posting will count as the first working day and 12 noon will be the cut off on the third (3) or fifth (5) day. When bargaining unit employees are qualified, the employee with the most seniority shall be given preference for the position and must accept the job if it is offered in writing, if the vacancy occurs during the August 15 – September 30 time period. The position description shall include the hours per day, days per year, building and classification. If the posted position is for one (1) full school year or less, the position shall be identified as such. If the status of a position changes, the position shall be re-posted. Employees who wish to apply for a vacant position, including employees on layoff, must complete an online internal application form within the period specified in the posting.

If a position vacancy occurs that is less than sixty-seven (67) working days or less than 12.25 weekly hours, first consideration will be given to bargaining unit employees who have requested an increase in hours.

The position will be filled utilizing qualifications and other factors identified by the Employer in the posted notice of the position. Bargaining unit employees applying for the position who meet the qualifications will be given preference for the position. When bargaining unit employees are qualified, the employee with the most seniority shall be given preference for the position.

No position shall be filled on a regular basis prior to the end of the period specified in the posting.

Employees who have applied for a position will be notified as soon as a decision is reached.

ARTICLE VII: DISCHARGE AND DISCIPLINE

SECTION A - Nature of Discipline

No employee shall be disciplined or discharged without just cause. Discipline may include verbal warning, written warning, suspension or discharge.

Only the School Board can dismiss an employee after the probationary period; however, the Superintendent or designee is authorized to suspend employees until their case is heard by the School Board.

When suspension precedes a pending dismissal action, a final decision with respect to dismissal shall be made by the School Board. The board may approve the dismissal or impose other discipline instead, including periods of suspension with or without pay, or overrule imposition of any discipline.

Warning notices will not be considered in pending discipline cases when no more than one (1) written warning for the same general kind of offense has been received by the employee within two (2) years of actual time worked.

SECTION B - Representation

Whenever a meeting with an employee is scheduled for the purpose of disciplinary action, the employee may be accompanied by a representative of the local association.

ARTICLE VIII: LEAVES OF ABSENCE

SECTION A - Basic Leave Allowance and Uses

Subd. 1 - Employees who are regularly scheduled to work at least 12.25 hours per week shall be entitled to accrue basic leave as follows:

Employees regularly scheduled to work forty (40) hours per week shall accrue eight (8) hours of basic leave per month of active employment.

Employees who are regularly scheduled to work at least 12.25 hours per week but less than forty (40) hours per week shall accrue basic leave equal to the average number of hours worked per day for each month of active employment.

As a supplement to the monthly allocation, employees regularly scheduled to work forty (40) hours per week shall accrue eight (8) additional hours of basic leave per year. Employees who are regularly scheduled to work at least 12.25 hours per week but less than forty (40) per week shall accrue an annual supplemental basic leave equal to the average number of hours worked per day during the year. The supplement to the monthly allocation shall be awarded at the end of each work year on June 30.

Basic leave shall not accrue during unpaid approved leaves unless specifically so provided by the Employer in writing. Basic leave shall accrue monthly as it is earned and shall be termed accrued basic leave.

Subd. 2 - Employees may use basic leave as sick leave, personal leave, death leave, serious illness leave, family illness leave and religious leave described in Sections B, C, D, E, F and G of this Article.

Subd. 3 - A day's salary for an employee whose normal work week is forty (40) hours shall be eight (8) hours straight-time pay. Employees assigned to less than the normal forty (40) hour work week shall have a pro-rata day's pay determined by totaling the hours worked during the previous four (4) weeks to the leave and multiplying by five percent (5%).

SECTION B - Sick Leave

Subd. 1 -

a. Use and Notification Requirements

(1) Please see addendum for eligibility and use pursuant to Minn. Stat. 181.9445 – 181.9448. The addendum is a reference resource and is not a part of the Collective Bargaining Agreement.

(2) If there are any amendments/revisions to Minn. Stat. 181.9445 – 181.9448 that reduce benefits (eligibility and usage) for employees, employees will be entitled to the benefits provided by the amended law or the terms in Article VIII, section B, of the 2024-2026 Collective Bargaining Agreement, whichever provides greater benefit. The parties agree that disability under the previous language is not limited to physical disabilities.

Subd. 2 - Employees who are employed on a full-time, twelve (12) month basis shall be granted forty-five (45) days of leave which shall be reserved for use only when accrued sick leave has been exhausted and in case of long term illness only, and which shall remain as "reserved leave" during employment. Employees other than

full-time, twelve (12) month, and are regularly scheduled to work at least 12.25 hours per week shall be granted "reserved leave" proportional to the number of months they are scheduled to work during the year and the average number of daily hours worked each month. "Long term" shall be defined as an illness or disability extending for more than fifteen (15) consecutive working days.

Upon entering the third (3rd) year of employment the long term (reserved) sick leave shall become available as "accrued sick leave" and may be used as the need arises.

Subd. 3 - Family Illness Leave

a. Please see addendum for eligibility and use pursuant to Minn. Stat. 181.9445 – 181.9448. The addendum is a reference resource and is not a part of the Collective Bargaining Agreement.

b. If there are any amendments/revisions to Minn. Stat. 181.9445 – 181.9448 that reduce benefits (eligibility and usage) for employees, paraprofessionals will be entitled to the benefits provided by the amended law or the terms in Article VIII, sections F, subd. 1 of the 2024-2026 Collective Bargaining Agreement, whichever provides greater benefit. The parties agree that disability under the previous language is not limited to physical disabilities.

Subd. 4 - Sick leave pay shall be approved only upon submission of an electronic request upon the authorized approval from the employee's supervisor.

Subd. 5 - During any one period of absence, employees shall be permitted to use their total accrued sick leave for the long-term disability (LTD) elimination period of 90 calendar days or up to 65 days of the employee's total accrued sick leave, whichever comes first

Subd. 6 - Sick leave pay may be allowed beyond an employee's accrual at the sole discretion of the School Board. In the event that the School Board should allow sick leave pay beyond the employee's accrual, any days allowed in excess shall be deducted from the employee's future accrual of sick leave.

Subd. 7 - An employee who returns to the District from an absence due to illness or physical disability for which the employee did not receive pay directly from the District shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the beginning of the period of disability. The employee shall not accrue additional experience credit or leave time during the period of absence due to illness or physical disability for which the employee did not receive pay directly from the District.

Subd. 8 - Accrued sick leave for each employee shall be computed by the Employer and such information shall be made available by the Employer.

Subd. 9 - Accrued sick leave can be used by an employee to compensate for the difference between Workers' Compensation payments to an employee who has received a work related injury.

SECTION C - Personal Leave

Subd. 1 - Upon request, employees may be granted personal leave at the employer's discretion without salary deduction.

Twelve (12) month employees may use one (1) basic leave day each year for personal leave. For twelve (12) month employees who are eligible to accrue vacation, unused personal leave shall be added to an employee's earned vacation.

For twelve (12) month employees not eligible to accrue vacation, three (3) basic leave days each year can be used for personal time. Unused personal days do not rollover for personal use but will remain eligible for other basic leave usage.

Ten (10) month employees may use up to three (3) basic leave days each year for personal leave. Unused personal days do not rollover for personal use but will remain eligible for other basic leave usage.

Except in an emergency, there shall be three (3) days' notice to the supervisor of the request for leave under this Section.

Subd. 2 - The number of leaves granted under this Section on any given day shall be limited to no more than ten percent (10%) of the unit employees per building.

Subd. 3 - Leave pursuant to this Section shall not be used when other sections of this agreement make provision for the absence.

SECTION D - Bereavement Leave

Subd. 1 - Leaves of absence without salary deduction and without deduction from accrued basic leave will be granted to employees who have completed their probationary period and are regularly scheduled to work at least 12.25 hours per week in the event of a death in the employee's family pursuant to the rules of this Article. Electronic requests must be made to the employee's supervisor for leave under this provision. Said electronic request must set forth the basis for the requested leave.

Subd. 2 - Up to five (5) days per occurrence will be allowed in the case of the death of the employee's parents, sister, brother, spouse, child, and grandchild; the employee's spouse's father or mother; or a blood relation residing in the same household.

Subd. 3 - Up to three (3) days per occurrence will be allowed in the case of the death of the employee's spouse's sister, brother, grandparent and of the employee's grandparent.

Subd. 4 - Up to one (1) day per occurrence will be allowed in the case of death of other relative or close friend.

Subd. 5 - Additional leave may be requested and deducted from accrued basic leave under this Section at the discretion of the Employer, and if so authorized in writing.

SECTION E - Serious Illness Leave

Subd. 1 - Leaves of absence without salary deduction will be granted to employees who have completed their probationary period and are regularly scheduled to work at least 12.25 hours per week for life-threatening surgery or serious illness where life is in peril in the employee's family pursuant to the rules of this Article. Electronic requests must be made to the employee's supervisor for leave under this provision. Said electronic request must set forth the basis for the requested leave.

Subd. 2 - Up to five (5) days per occurrence will be allowed in the case of life-threatening surgery or serious illness of the employee's parents, sister, brother, spouse, child, and grandchild; the employee's spouse's father or mother; or a blood relation residing in the same household.

Subd. 3 - Up to three (3) days per occurrence will be allowed in the case of life-threatening surgery or serious illness of the employee's spouse's sister, brother, and grandparent, and of the employee's grandparent.

Subd. 4 - Up to one (1) day per occurrence may be allowed in the case of life-threatening surgery or serious illness of other relative or close friend.

Subd. 5 - Additional leave may be allowed under this Section at the discretion of the Employer, and if so authorized in writing.

SECTION F - Religious Leave

Employees who have completed their probationary period may use up to two (2) days of religious leave per year at the employer's discretion without salary deduction. There shall be three (3) days' notice to the supervisor of the request for leave under this Section.

SECTION G - Work Related Injury

In the case of a work related injury for a paraprofessional, the District may approve any request for up to three days of paid leave, not to be deducted from basic leave.

SECTION H - Reimbursement for Unused Basic Leave

Subd. 1 - As of April 30th of each year, a paraprofessional will be reimbursed for unused basic leave days. Such a one-time payment shall be paid as salary or a deposit into a 403b account before July 1. The decision to deposit into a 403b account must be made by the eligible employee prior to the deadline provided by the employer each year.

Subd. 2 - To qualify for reimbursement, the employee's accrued basic leave on April 30 must total at least 390 hours.

Subd. 3 - The paraprofessional will be reimbursed for accrued hours over 390 and up to 425 hours with a maximum of 35 hours of reimbursement.

SECTION I - Jury Duty Leave

Subd. 1 - When an employee serves on jury duty, the employee will be granted the day or days necessary as stipulated by the court to discharge this civic responsibility. The employee shall immediately notify the Employer upon receipt of jury service notice. When the employee is released for a day or part of a day during any period of jury service, the employee shall report for work. The employee will receive pay for the hours the employee would have been regularly scheduled to work had the employee not been serving on jury duty.

Subd. 2 - Compensation for jury duty service received by the employee shall be remitted in full to the Employer. Compensation does not include expenses reimbursed to the employee by the court.

Subd. 3 - The employee may be required to submit proof of jury duty service.

SECTION J - Child Rearing Leave

Subd. 1 - Upon request, child rearing leave may be granted.

- a. The commencement date of child rearing leave shall be the physician's projected date the employee will no longer be disabled due to childbirth or pregnancy-related disability or the fifteenth (15th) day following the birth of the child; or the date of child adoption.
- b. The date of the child rearing leave shall be a date mutually agreed upon between the Employer and Employee but shall not exceed one (1) calendar year from its inception.

Subd. 2 - At least thirty (30) calendar days prior to the designated end of the leave period, employees on child rearing leave shall notify the Superintendent by certified letter of their intention to either; a.) return to employment as scheduled in accordance with the return date of the leave; or b.) resign.

The employee shall lose all reemployment rights if the employee fails or refuses to notify the Employer by certified mail of the employee's intention to return to work according to the above schedule; or if the employee fails to return to work at the time previously scheduled when the leave of absence was granted under the provisions of this Section.

Subd. 3 - An employee returning from a child rearing leave of one (1) full school year or less shall be re-employed in the employee's former assignment. An employee returning from a child rearing leave which is longer than one (1) school year, or which commences during one school year and extends into the following school year, shall not be entitled to return to the employee's former assignment, but may request to return to any open position for which the employee is qualified, in accordance with Article VI, Section F.

Subd. 4 - Periods of time for which the employee is on child rearing leave shall not be counted in determining the completion of the probationary period.

Subd. 5 - An employee who returns from child rearing leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement prior to

commencement of the child rearing leave. However, the employee will not advance on the salary schedule while on child rearing leave.

Subd. 6 - The employee on child rearing leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain at the beginning of child rearing leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Section. State or federal law may provide additional benefits to the employee.

Subd. 7 - A child rearing leave of absence granted under this Section shall be leave without pay.

SECTION K - Organizational Leave

Subd. 1 - Upon request one member of the Association will be permitted an unpaid leave of absence of up to two (2) years for the purpose of serving as an officer of the Association. This leave may be extended by mutual agreement of the parties.

Subd. 2 - The leadership team of the Minnetonka MSEA shall be granted a total of eight (8) hours of release time per year to be used to attend to local association matters. Additional time may be granted in accordance with Section M of this Article.

Subd. 3 - In the event a leave is granted under Subd. 1 of this Section, the employee will not advance on the salary schedule.

Subd. 4 - An employee returning from an organizational leave granted under Subd. 1 of this Section which is one (1) full school year or less shall be re-employed in the employee's former assignment. An employee returning from an organizational leave which comprises one (1) full school year or longer, or which commences during one (1) school year and extends into the following school year shall not be entitled to return to the employee's assignment, but may request to return to any open position for which the employee is qualified, in accordance with Article VI, Section F.

SECTION L - Medical Leave of Absence

Subd. 1 - An employee who has completed his/her probationary period who is unable to perform his/her duties because of illness or injury and who has exhausted all sick leave credit available, upon request, be granted a medical leave of absence without pay up to two (2) years. This leave may be renewed at the discretion of the School District. If an employee on authorized medical leave exceeds the two-year limitation, the employee shall continue to be eligible for hospitalization, medical and major medical insurance benefits in accordance with Article X, Section A, even though the employee will have been deemed to have terminated employment. The cost of the insurance shall be borne by the employee.

Subd. 2 - A request for leave of absence or renewal thereof under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities. Leaves of absence required by law will be granted according to the provisions of the law.

Subd. 3 - An employee who returns from unpaid leave shall retain experience credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave.

Subd. 4 - An employee returning from medical leave granted under this section which occurs during one (1) full school year or less shall be re-employed in the employee's former assignment.

Subd. 5 - An employee returning from medical leave under this section which is longer than one (1) full school year shall be re-employed in accordance with Article VI.

Subd. 6 - An employee on leave shall notify the Employer of their intention to return as may be required by the

Employer. Failure of an employee to return from a medical leave of absence granted under this section at the specified date for return will result in termination of employment and loss of seniority and all accrued benefits.

SECTION M - Other Long and Short Term Leaves

Subd. 1 - An employee may apply for a leave of absence for any reason not covered under other Articles of this Agreement.

Subd. 2 - An application for a leave of absence under this Section shall be made in writing to the Employer, setting forth the reason for the requested leave. No such leave shall be granted unless expressly authorized by the Employer in writing.

In considering such leave requests, the Employer will give consideration to the reason for the request, the effect on the system, the availability of a substitute and other factors as may be deemed relevant by the Employer. The granting or denying of such leave requests rests in the discretion of the Employer. All leaves will be limited to two years.

Subd. 3 - Leaves of absence required by law will be granted according to the provisions of the law.

Subd. 4 - If an employee is granted a leave under this Section, the employee shall not be eligible for any of the fringe benefits provided for in this Agreement, nor for pay during said leave except as may be agreed upon in writing by the School Board at the time the leave is granted. An employee granted a leave under this Section shall be permitted to purchase at his/her own expense hospital/medical insurance fringe benefits to the extent permitted by the carriers involved.

Subd. 5 - In the event that a leave is granted under this Section, the employee shall retain such amount of sick leave days and other accrued benefits, including seniority, as had accrued prior to the leave for use upon the employee's return. No accrual of leave or accrual for any other purpose, shall take place during the time that the employee is on such leave, unless the Employer has expressly provided for such in writing at the time of granting the leave.

Subd. 6

- a. An employee returning from a leave of absence granted under this Section which occurs during one (1) full school year or less shall be re-employed in the employee's former assignment.
- b. An employee returning from a leave of absence granted under this section whose leave is longer than one (1) full school year shall not be entitled to return to the employee's assignment. The employee may request to return to any open position for which the employee is qualified in accordance with Article VI, Section F of this Agreement.

Subd. 7 - An employee on leave shall notify the Employer of their intention to return as may be required by the Employer.

Failure of an employee to return from any leave of absence granted under this Section at the specified date for return will result in termination of employment and loss of seniority and all accrued benefits.

ARTICLE IX: WAGES AND JOB CLASSIFICATIONS

SECTION A - Wage Schedule

Employees shall be compensated in accordance with the wage schedule which is attached hereto and made a part hereof as "Appendix A".

SECTION B - Pay Dates

Employees will be paid on a bi-weekly basis. If the District determines to change to a semi-monthly basis, the District shall give notice to members of the unit no later than April 15 of the school year preceding the school year in which the change will take place.

SECTION C - Beginning Salary

Previous relevant experience and/or special training may affect the beginning salary. A new employee without previous experience in the District may be given credit for up to four (4) years of experience on the salary schedule. An employee with previous District experience which is relevant to the work assignment shall be given full credit for such experience on the salary schedule.

SECTION D - Classification Salary Determination

Subd. 1 - The Employer reserves the right to determine the classification of all paraprofessional positions. For a listing of paraprofessional positions by class, please see "Appendix B".

Subd. 2 - During the period of this agreement, a supervisor may request a review of a position that shows any changes in factors impacting the comparable worth value of the position. These changes must have been carried out for at least three (3) months prior to the request for classification review.

To be considered for a review, an employee or the employee's supervisor must demonstrate that there has been a substantial evolution of the responsibilities in the position and these responsibilities have been carried out for at least the three (3) month period prior to the request for classification review. The District will inform the employee in writing of the outcome of the classification review.

If the position is classified to a higher level, the incumbent shall continue to occupy the position. If the classification review results in an upward classification of the position, the employee's wage shall be increased effective the date upon which the request was submitted to Human Resources.

If the reclassification review continues to place the position at the same level, a written response to the employee shall include reasons for continuing the classification at the same level.

If the classification review results in a lowering of the classification of the position, the written response shall include the reasons for lowering the level of the position, and the person employed in the position shall continue to be paid at the rate appropriate for the level which existed prior to the classification review, so long as the employee shall occupy the position.

Subd. 3 - During the term of this Agreement, if the Employer should deem it necessary to establish any new position classification, such classification and wage schedule shall be established by the Employer. The Association shall be notified by the Employer of the position classification and wage schedule at the time the rate structure goes into effect, and shall have an opportunity to protest any resulting wage rate so established, except that failure to protest such matter in writing within twenty (20) days after notification shall waive the Association's right to any protest. In the event the Association timely protests the establishment of a new rate structure by the Employer pursuant to this Section, the Employer agrees to meet and negotiate with the Association concerning the wage schedule for a position classification.

Subd. 4 - The wage schedule for any new position classification shall be equal to or higher than the wage schedule for Class A employees as indicated in "Appendix A" of this Agreement.

SECTION E - Working Higher Classification

An employee who replaces an employee at a higher classification for more than five (5) days shall be entitled to receive the rate of pay associated with the higher classification paid from the first day of the absence.

SECTION F - Use of Automobile

Whereas the School District policy covers reimbursement of required employee travel at the IRS approved rate, the issue of employee reimbursement for automobile use is not addressed in this collective bargaining agreement. The parties agree to the following for the position of the paraprofessional whose job responsibility is to supervise the MHS parking lot:

- a. The position of parking lot supervision does not require the use of an automobile;

- b. If an employee wishes to use the employee's automobile as part of the supervisory duties, this will be done under the decision and protocols established by the MHS principal;

For the employee following these protocols, the parties agree that in view of the board approved reimbursement rate, the employee will receive a reimbursement stipend of thirty dollars (\$30.00) per week, to be prorated when school is in session or the employee works for less than the full week.

ARTICLE X: FRINGE BENEFITS

SECTION A - Hospital/Medical Insurance

Subd. 1 - An employee shall be eligible for hospitalization, medical and major medical insurance benefits if the employee:

- a. is regularly employed for not less than thirty (30) hours per week and is otherwise qualified under the terms of the insurance policy;
- b. has not terminated employment with the District.

Subd. 2 - An employee shall continue to be eligible for hospitalization, medical and major medical insurance benefits if the employee is on a medical leave of absence, approved in writing, for a period of years worked not to exceed two (2) years.

Subd. 3 - Insurance Benefit Allocation

The Employer shall pay a monthly district contribution according to the grid below for all employees who are eligible for, and are enrolled in the School District Group Hospitalization, Medical, and Major Medical Plan and elect to receive coverage. Employees are responsible to request such coverage on a form provided by the Employer.

For single coverage, an employee will receive as additional salary any money from the monthly district contribution that was not entirely used in purchasing single coverage through the employer.

To qualify for employee plus one or family coverage, the employee must have eligible dependents as defined by the insurance carrier and request such coverage on a form provided by the Employer.

Type of Health Insurance Coverage	Monthly District Contribution 09/01/2026- 08/31/2027	Monthly District Contribution 09/01/2027 - 08/31/2028
Single	\$810	\$810
Employee +1	\$805	\$805
Family	\$964	\$964

The School District Group Hospitalization, Medical, and Major Medical Plan shall not be modified during the term of the Agreement to reduce the aggregate value of benefits except as may be mutually agreed in writing between the parties. Employees over the age of sixty-five (65) shall be covered by such provisions of a plan, if any, as the insurance carrier is willing to provide the District for such employees. The additional cost of any premiums shall be borne by the employee and paid by payroll deduction while the employee is receiving pay from the District. The coverages and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and policies and procedures of the insurance carrier. The Employer will select the insurance carrier and the insurance policy.

SECTION B - Life Insurance

The Employer shall pay for a \$40,000 term life insurance policy with a double-indemnity provision in the case of an accidental death for each employee who is regularly scheduled to work thirty (30) or more hours per week. Such life insurance provisions shall be available for employees only based on the provisions and coverage the carrier is willing to provide. Life insurance provisions shall be available for employees over the age of sixty-five (65) only if offered by the insurance carrier and then only based on the provisions and coverage the carrier is willing to provide. The Employer will select the insurance carrier and the policy of the insurance.

SECTION C - Long Term Disability (LTD)/Income Protection Insurance

For each employee who is regularly scheduled to work thirty (30) or more hours per week, the Employer shall require each employee to pay the annual premium after tax for income protection insurance through payroll deduction. Such income protection insurance provisions shall be available for employees over age sixty-five (65) only if offered by the insurance carrier and then only on the basis of the provisions and coverage the carrier is willing to provide. Coverages and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The Employer will select the insurance carrier and the insurance policy.

SECTION D - Dental Program

Subd. 1 - An employee shall be eligible for dental program benefits if the employee:

- a. is regularly employed for not less than thirty (30) hours per week and is otherwise qualified under the terms of the insurance policy;
- b. has not terminated employment with the District;
- c. is enrolled in the District dental program, should such exist.

Subd. 2 - The Employer shall pay for individual dental coverage for all employees who are eligible for and are enrolled in the School District Group Dental Plan. Family coverage is available at the employee's expense.

ARTICLE XI: RETIREMENT

SECTION A - Purpose

The purpose of the District matching retirement contribution is to encourage employees to develop a financial plan for their future for providing money for investment during the course of their employment with the District. Employees must establish participation in an eligible 403(b)/457 as defined by Minnesota Statutes, before the District will begin matching contributions.

SECTION B - Benefits Cannot Be Accumulated

The District match cannot be accumulated on a year-to-year basis if an employee elects to begin participation after the first year of eligibility.

SECTION C - Plan Year

The annual year for the District contributions shall be July 1 - June 30. Changes in District matching amounts, based on the seniority list that is published on October 1 of each year as described in Article VI, Section B.

SECTION D - District Contribution is Automatic

When an employee has an eligible plan in effect, the District matching shall be automatic not to exceed the District matching contribution.

SECTION E - Plan Must Comply with Federal and State Laws

The Plan is subject to applicable provisions of IRS Code Section 403(b) and 457.

SECTION F - Enrollment Limited to Participating Companies

Tax sheltered annuity purchases enrollment will be limited to companies currently having employees enrolled in the program.

For new employees hired for employment for the 2018-2019 school year and thereafter, the companies will be limited to the following:

- American Funds
- Ameriprise
- AXA Equitable Life
- Common Wealth Annuity
- Great West (Empower)
- VOYA
- ESI Financial

- Vanguard
- Fidelity

All employees are also eligible to participate in the State of Minnesota 457 Deferred Compensation tax-deferred savings plan or New York Life (457).

SECTION G - Health Insurance Continuation in Retirement

Subd. 1 - Upon retirement from the District, an employee shall be permitted to continue coverage in the District plan as required by state and federal law. The coverages and benefits provided shall be governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier.

Subd. 2 - Notwithstanding any other provisions of this contract, any retiree covered by a District insurance plan, upon reaching eligibility for Medicare entitlement, shall be obligated to enroll in Medicare Parts A and B.

Subd. 3 - The District monthly health insurance contribution will not continue after an employee moves from active employee benefits to retiree benefits. For paraprofessionals retiring during the school year, the contribution will only go through the end of the month that the para retires. For retirements at the end of the school year, the District contribution will go through the end of August of that same year.

SECTION H - Notice of Retirement

All employees are expected to submit at least two (2) weeks' notice when retiring from the District.

SECTION I - Description of Retirement Plans

Article XI contains two separate retirement plans. The criteria listed below define the eligibility requirements for each plan. Employees can only be eligible for one plan.

Article XIa: Retirement Savings Match to a 403(b) or 457

This Article applies to employees who meet either of the following criteria:

- Hired on or after July 1, 2008; or
- Hired prior to July 1, 2008, and elected this program prior to December 1, 2008

Article XIb: Career Transition Trust, Retirement Insurance Benefit and Retirement Severance

This Article applies to employees who were hired prior to July 1, 2008, and elected this program prior to December 1, 2008.

Article XIa: Retirement Savings Match to a 403(b) or 457

Article XIa applies to employees who met either of the two following criteria:

- Hired on or after July 1, 2008; or
- Hired prior to July 1, 2008, and elected this program prior to December 1, 2008

SECTION A - District Matching Contribution (July 1, 2026 through June 30, 2028)

Employees shall be eligible for an employer deposit in a 403(b)/457 account up to the amount according to the table below as a match to an employee deposit in a TSA account. The District match will be deposited into the employee's 403(b)/457 account as a lump sum at the end of each school year.

Seniority Years	District Matching Contribution
0 - 3 years	No Match
4 - 5 years	\$510
6 - 10 years	\$765
11 - 15 years	\$905
16+ years	\$1,045

Article Xlb: Career Transition Trust, Retirement Insurance Benefit and Retirement Severance

Article Xlb applies to employees who were hired prior to July 1, 2008 and elected this program prior to December 1, 2008.

SECTION A - Career Transition Trust

District Matching Contribution (July 1, 2026 through June 30, 2028)

The District match will be deposited into the employee's 403(b)/457 throughout the school year.

Seniority Years	District Matching Contribution
13 - 15 years	\$498
16 - 20 years	\$609
21 - 25 years	\$705
26+ years	\$793

SECTION B - Retirement Insurance Benefit

For all full-time paraprofessionals retiring at age fifty-five (55) or later who have at least twenty (20) years of para seniority credit and are enrolled in the District insurance at the time of retirement, the District will make a lump sum contribution at the time of retirement equal to \$14,040 (\$195.00 per month multiplied by 72 months) to be deposited into a Voluntary Employee Benefits Association (VEBA) account as authorized under Section 501 (c)(9) of the Internal Revenue Code to provide health insurance to eligible members.

SECTION C - Retirement Severance

The parties agree that employees retiring at age fifty-five (55) or later who have at least twenty (20) years of para seniority credit shall be eligible for the following retirement severance:

Seventy-five percent (75%) of the employee's hourly wage at the time of retirement on accrued sick leave up to a maximum of six-hundred (600) hours; **less**

- any District matching contribution as defined in Article Xlb, Section A

The parties agree that the retirement severance as described above will be paid to eligible employees as follows:

- The District will contribute one-hundred percent (100%) of the retirement severance into a Voluntary Employee Benefits Association (VEBA) account, as authorized under Section 501 (c)(9) of the Internal Revenue Code to provide health insurance to eligible members.

ARTICLE XII: GRIEVANCE PROCEDURE

SECTION A - Grievance Defined

A grievance is defined as a dispute or disagreement between an employee covered hereunder and the Employer as to the interpretation or application of terms and provisions of this Agreement.

SECTION B - Days and Time Limits

Reference to days regarding time periods shall refer to work days.

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

Any notice or document required by this procedure may be submitted to the designated party by mail or in person. If mailed, it shall be timely if it bears a postmark of the United States mail within the time period.

SECTION C - Time and Waiver

The parties by mutual agreement may waive any step and extend any time limits in the grievance procedure. Failure to appeal a grievance from one level to another within the time limits hereinafter provided shall constitute a waiver of the grievance.

A grievance shall be valid for consideration under the procedures set forth herein if the grievance is presented to the employee's supervisor within twenty (20) days after the occurrence giving rise to the grievance or twenty (20) days after the employee should reasonably have had knowledge of the occurrence giving rise to the grievance.

Reduced to writing means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute and the relief requested.

SECTION D - Processing

The processing of all grievances in level one (1) and two (2) shall be during regularly scheduled working hours unless otherwise mutually agreed. At level three (3), grievances shall be processed at a time and place determined by the Employer; and at level four (4), grievances shall be processed at a time and place determined by the arbitrator. Employees shall not lose wages due to their necessary participation in this procedure.

SECTION E - Procedure for Adjustment of Grievance

The Employer, Employee and the Association shall adjust grievances in the following manner:

Level 1

- a. The employee and/or the employee's representative shall set a meeting with employee's supervisor in an attempt to resolve the grievance. This must be done within the time limits specified in Section C of this Article.
- b. If the grievance is not resolved through discussions, the grievance must then be reduced to writing by the Association, within five (5) days of the meeting held in Subdivision a.
- c. The employee's supervisor shall respond in writing within ten (10) days of the receipt of the written grievance.

Level 2

In the event the grievance is not resolved at level one (1), the decision rendered by the supervisor may be appealed by the Association to the Superintendent, provided such appeal is made in writing within five (5) days after receipt of the decision in level one (1). If a grievance is properly appealed to the Superintendent, the Superintendent shall set forth a date and time for a conference with the Superintendent or designee to discuss the grievance. The employee and the Association shall be notified in writing of said date and time. Said discussions shall be scheduled within fifteen (15) days of receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Level 3

In the event the employee and the School Board are unable to resolve a grievance at level two (2) or four (4), the parties may mutually agree to waive the timelines outlined in level four (4) or five (5) and submit the issue to the Bureau of Mediation Services for mediation. Should the issue remain unresolved after meeting with a mediator, the matter can be moved to the next higher level.

Level 4

In the event the grievance is not resolved at level two (2), the decision rendered by the Superintendent or designee may be appealed by the Association to the School Board, provided such appeal is made in writing within ten (10) days after receipt of the decision in level two (2). If a grievance is properly appealed to the School Board, the School Board shall set forth a time to hear the grievance. Said hearing shall be scheduled within twenty (20) days of receipt of the appeal. The employee and the Association shall be notified in writing of the date and time of said hearing. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved.

Level 5

In the event that the employee and the School Board are unable to resolve a grievance, the employee may submit the grievance to arbitration as provided for herein.

A request to submit a grievance to arbitration must be in writing signed by the Association, and such request must be filed in the office of the Superintendent within twenty (20) days following the date of the decision at level three (3) of the Grievance Procedure. A request for arbitration must set forth the issue(s) to be arbitrated and the provision of the agreement involved.

The Employer and the Association shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the exclusive representative are unable to agree on an arbitrator within ten (10) days after request for arbitration, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance.

SECTION F - Jurisdiction

The arbitrator shall only have jurisdiction over grievances as defined herein and as to such grievances properly brought before the arbitrator and only pursuant to the terms of this procedure.

The arbitrator shall not have the power to add to, subtract from, or to modify in any way the terms of this Agreement.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator's decision shall be delivered to the parties.

SECTION G - Representation

The employee or Employer may be represented at any step of the procedure by any person or agent designated by such party to act in their behalf.

SECTION H - Investigation of Grievances

The Association representative shall be allowed to investigate grievances on working time when it is not possible to perform the investigation outside of working time. When it is necessary to investigate a grievance on working time, the Association representative shall first obtain permission from the District's Human Resources Officer, which permission will not be unreasonably withheld. Otherwise, investigation of grievances shall be performed during non- work time.

SECTION I - Fees and Expenses

The fees and expenses of an arbitrator shall be paid equally by the parties. Each party shall be responsible for its own costs and expenses in following the procedures set forth in this Article.

SECTION J - Non-Discrimination

The Employer will not discriminate against any employee because of his or her filing or processing a grievance pursuant to the provisions set forth in this Article.

ARTICLE XIII: DURATION

This Agreement shall remain in full force and effect for a period commencing on July 1, 2026, through June 30, 2028, and thereafter from year to year unless either party serves written notice of its desire to change or modify this Agreement pursuant to P.E.L.R.A. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

For Minnetonka School Employees
Association (Para)

For MINNETONKA PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #276

07-27-26
Date

Joemamal
Field Representative

Mary Kay
Negotiating Committee Member

Paula Meyer Vatsveen
Negotiating Committee Member

Kurt
Negotiating Committee Member

Maggi Parkhurst
Negotiating Committee Member

8/4/26
Date

Kenneth A. Lars
Chairperson, School Board

John
Clerk, School Board

Ann H. H. H.
District Lead Negotiator

Al H. H. H.
District Negotiator

Robyn Klinker
District Negotiator

Chris
District Negotiator

Patricia
District Negotiator

APPENDIX A: 2026-2028 WAGE SCHEDULES

2026-2027 WAGE SCHEDULE								
CLASS	STEP 1	STEP 2	STEP 3	STEP 4	LONG 1	LONG 2	LONG 3	LONG 4
A	20.28	21.38	22.09	22.85	23.57	23.79	24.08	24.38
B	21.42	22.49	23.32	24.09	24.81	25.05	25.31	25.63
C	22.61	23.80	24.68	25.46	26.21	26.43	26.73	27.05
D1	24.31	24.87	25.75	25.98	26.72	26.95	27.25	27.58
D2	22.91	24.10	24.98	25.76	26.51	26.73	27.03	27.36
E	23.49	24.70	25.56	26.33	27.04	27.26	27.56	27.90
F	26.74	28.20	29.72	31.85	32.74	33.00	33.38	33.80

2027-2028 WAGE SCHEDULE								
CLASS	STEP 1	STEP 2	STEP 3	STEP 4	LONG 1	LONG 2	LONG 3	LONG 4
A	20.89	22.02	22.75	23.53	24.28	24.50	24.80	25.11
B	22.06	23.17	24.02	24.81	25.55	25.80	26.07	26.40
C	23.29	24.51	25.42	26.23	26.99	27.23	27.54	27.87
D1	25.04	25.61	26.52	26.76	27.53	27.76	28.07	28.41
D2	23.59	24.82	25.73	26.53	27.30	27.54	27.85	28.19
E	24.19	25.44	26.32	27.12	27.86	28.08	28.39	28.74
F	27.55	29.05	30.61	32.81	33.73	33.99	34.39	34.81

The wages reflected above represent a 3.42% raise in the base in Year 1 of this contract, 3% in Year 2.

Longevity Increments will be added to the hourly rate of employees who have completed the required number of years of service, which is defined as total seniority credit as described in Article VI, Section A of this Agreement.

LONG 1: Employees are eligible for Longevity 1 after accruing 6 years of seniority.

LONG 2: Employees are eligible for Longevity 2 after accruing 9 years of seniority.

LONG 3: Employees are eligible for Longevity 3 after accruing 12 years of seniority.

LONG 4: Employees are eligible for Longevity 4 after accruing 15 years of seniority.

Employees who have not reached the top step shall be eligible for a step advancement on July 1 of each year provided they have been continually employed in the bargaining unit for six (6) months.

Employees who have been at the top longevity step for a minimum of one (1) year will be eligible for a one-time payment each contract year. For employees with twenty (20) or more years of seniority, the one-time payment will include an additional \$100.

	2026-2027 One-Time Payment	2027-2028 One-Time Payment
Top of longevity step for a minimum of one (1) year	\$875	\$900
Twenty (20) or more years of seniority	\$975	\$1,000

Such one-time payment shall be paid as salary or a deposit into a 403b account. The payment will be made prior to October 1. The decision to deposit into a 403b account must be made by the eligible employee prior the deadline provided by the Employer each year. If no deposit decision is made by the eligible employee, then the one-time payment will be paid out via payroll.

APPENDIX B: PARAPROFESSIONAL POSITIONS BY CLASS

Class A

Bus/Traffic Paraprofessional* (If this is the employee's only assignment)
Lunchroom/Playground/Supervisory Paraprofessional (Elementary)

Class B

Campus Supervisory Paraprofessional (High School)
Childcare Paraprofessional
Confident Kids Paraprofessional
Early Childhood Family Education (ECFE) and Minnetonka Preschool Paraprofessional
Layreader Paraprofessional (High School)
Print Shop Paraprofessional (Service Center)
Production Room Paraprofessional (High School)
Student Supervisory Paraprofessional (Middle School)
Supervisory Paraprofessional for Swimming (Middle School)
World Language Paraprofessional (High School)

Class C

Academic Student Support Paraprofessional
Advanced Learning/Independent Investigations Paraprofessional
Advanced Learning/Project Think Paraprofessional
American Sign Language Paraprofessional
Behavior Planning Paraprofessional
Chinese Immersion Paraprofessional
Classroom Paraprofessional
Executive Functioning Paraprofessional
Kindergarten Paraprofessional
Math Support Paraprofessional
Minnetonka Research Paraprofessional
Navigator Paraprofessional
School Entrance Control and Support Paraprofessional (Middle School)
Science Paraprofessional (High School)
Spanish Immersion Paraprofessional
Student Behavior Resource Room Paraprofessional (Middle School)
Study Lunch Paraprofessional (Middle School)
Teaching and Learning Paraprofessional (DSC)
Testing Room Paraprofessional (MHS)

Class D1

Early Childhood Special Education Paraprofessional (ECSE)
Special Education Behavior Paraprofessional
Special Education Paraprofessional

Class D2

English Language Learners Paraprofessional (ELL)
Media Paraprofessional
Reading Support Paraprofessional
Swimming Paraprofessional (Middle Schools)

Class E

Health Paraprofessional

Class F

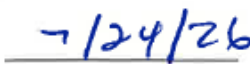
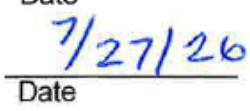
Licensed Practical Nurse
Medical Paraprofessional
Student Climate Paraprofessional (Middle School)

*Bus Traffic Paras will be paid according to the class to which the employee is currently assigned. If the employee has no other para assignments, then the Bus/Traffic para will be paid at Class A.

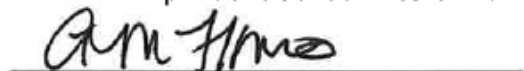
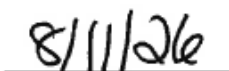
MOU for Fringe Benefit Contribution

Effective January 1, 2027, in the event that the portion of the insurance allocation set out in Article X, Section A, which is used to pay for health insurance, exceeds by more than five percent (5%) the sum of the monthly premium above what is already going to be applied, the District will pay such increase not to exceed \$50 per month. This language will sunset on June 30, 2028.

Minnetonka School Employees Association (Para)

 Field Representative	 Date
 Negotiating Committee Member	 Date

For the Independent School District No. 276

 Chief District Negotiator	 Date
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181.9445 DEFINITIONS.

Subdivision 1. **Definitions.** For the purposes of section 177.50 and sections 181.9445 to 181.9448, the terms defined in this section have the meanings given them.

Subd. 2. **Commissioner.** "Commissioner" means the commissioner of labor and industry or authorized designee or representative.

Subd. 3. **Domestic abuse.** "Domestic abuse" has the meaning given in section 518B.01.

Subd. 4. **Earned sick and safe time.** "Earned sick and safe time" means leave, including paid time off and other paid leave systems, that is paid at the same base rate as an employee earns from employment that may be used for the same purposes and under the same conditions as provided under section 181.9447, but in no case shall this base rate be less than that provided under section 177.24 or an applicable local minimum wage.

Subd. 4a. **Base rate.** "Base rate" means:

- (1) for employees paid on an hourly basis, the same rate received per hour of work;
- (2) for employees paid on an hourly basis who receive multiple hourly rates, the rate the employee would have been paid for the period of time in which leave was taken;
- (3) for employees paid on a salary basis, the same rate guaranteed to the employee as if the employee had not taken the leave; and
- (4) for employees paid solely on a commission, piecework, or any basis other than hourly or salary, a rate no less than the applicable local, state, or federal minimum wage, whichever is greater.

For purposes of this section and section 181.9446, base rate does not include commissions; shift differentials that are in addition to an hourly rate; premium payments for overtime work; premium payments for work on Saturdays, Sundays, holidays, or scheduled days off; bonuses; or gratuities as defined by section 177.23.

Subd. 5. **Employee.** "Employee" means any person who is employed by an employer, including temporary and part-time employees, who is anticipated by the employer to perform work for at least 80 hours in a year for that employer in Minnesota. Employee does not include:

- (1) an independent contractor;
- (2) an individual who is a volunteer firefighter or paid on-call firefighter, with a department charged with the prevention or suppression of fires within the boundaries of the state; is a volunteer ambulance attendant as defined in section 144E.001, subdivision 15; or is an ambulance service personnel as defined in section 144E.001, subdivision 3a, who serves in a paid on-call position;
- (3) an individual who is an elected official or a person who is appointed to fill a vacancy in an elected office as part of a legislative or governing body of Minnesota or a political subdivision; or
- (4) an individual employed by a farmer, family farm, or a family farm corporation to provide physical labor on or management of a farm if the farmer, family farm, or family farm corporation employs the individual to perform work for 28 days or less each year.

Subd. 6. **Employer.** "Employer" means a person who has one or more employees. Employer includes an individual, a corporation, a partnership, an association, a business trust, a nonprofit organization, a group of persons, the state of Minnesota, a county, town, city, school district, or other governmental subdivision.

In the case of an employee leasing company or professional employer organization, the taxpaying employer, as described in section 268.046, subdivision 1, remains the employer. In the case of an individual provider within the meaning of section 256B.0711, subdivision 1, paragraph (d), the employer includes any participant within the meaning of section 256B.0711, subdivision 1, paragraph (e), or participant's representative within the meaning of section 256B.0711, subdivision 1, paragraph (f). In the event that a temporary employee is supplied by a staffing agency, absent a contractual agreement stating otherwise, that individual shall be an employee of the staffing agency for all purposes of section 177.50 and sections 181.9445 to 181.9448. Employer does not include the United States government.

Subd. 7. **Family member.** "Family member" means:

(1) an employee's:

(i) child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;

(ii) spouse or registered domestic partner;

(iii) sibling, stepsibling, or foster sibling;

(iv) biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;

(v) grandchild, foster grandchild, or stepgrandchild;

(vi) grandparent or stepgrandparent;

(vii) a child of a sibling of the employee;

(viii) a sibling of the parents of the employee; or

(ix) a child-in-law or sibling-in-law;

(2) any of the family members listed in clause (1) of a spouse or registered domestic partner;

(3) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and

(4) up to one individual annually designated by the employee.

Subd. 8. **Health care professional.** "Health care professional" means any person licensed, certified, or otherwise authorized under federal or state law to provide medical or emergency services, including doctors, physician assistants, nurses, advanced practice registered nurses, mental health professionals, and emergency room personnel.

Subd. 9. **Sexual assault.** "Sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352.

Subd. 10. **Stalking.** "Stalking" has the meaning given in section 609.749.

Subd. 11. **Year.** "Year" means a regular and consecutive 12-month period, as determined by an employer and clearly communicated to each employee of that employer.

History: 2023 c 53 art 12 s 4; 2024 c 127 art 11 s 5-7

181.9446 ACCRUAL OF EARNED SICK AND SAFE TIME.

(a) An employee accrues a minimum of one hour of earned sick and safe time for every 30 hours worked up to a maximum of 48 hours of earned sick and safe time in a year. Employees may not accrue more than 48 hours of earned sick and safe time in a year unless the employer agrees to a higher amount.

(b)(1) Except as provided in clause (2), employers must permit an employee to carry over accrued but unused sick and safe time into the following year. The total amount of accrued but unused earned sick and safe time for an employee must not exceed 80 hours at any time, unless an employer agrees to a higher amount.

(2) In lieu of permitting the carryover of accrued but unused sick and safe time into the following year as provided under clause (1), an employer may provide an employee with earned sick and safe time for the year that meets or exceeds the requirements of this section that is available for the employee's immediate use at the beginning of the subsequent year as follows: (i) 48 hours, if an employer pays an employee for accrued but unused sick and safe time at the end of a year at the same base rate as an employee earns from employment and in no case at a rate less than that provided under section 177.24 or an applicable local minimum wage; or (ii) 80 hours, if an employer does not pay an employee for accrued but unused sick and safe time at the end of a year.

(c) Employees who are exempt from overtime requirements under United States Code, title 29, section 213(a)(1), as amended through January 1, 2024, are deemed to work 40 hours in each workweek for purposes of accruing earned sick and safe time, except that an employee whose normal workweek is less than 40 hours will accrue earned sick and safe time based on the normal workweek.

(d) Earned sick and safe time under this section begins to accrue at the commencement of employment of the employee.

(e) Employees may use earned sick and safe time as it is accrued.

History: 2023 c 53 art 12 s 5; 2024 c 127 art 11 s 8

181.9447 USE OF EARNED SICK AND SAFE TIME.

Subdivision 1. **Eligible use.** An employee may use accrued earned sick and safe time for:

(1) an employee's:

(i) mental or physical illness, injury, or other health condition;

(ii) need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;

(iii) need for preventive medical or health care; or

(iv) need 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;

(2) care of a family member:

(i) with a mental or physical illness, injury, or other health condition;

(ii) who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or

(iii) who needs preventive medical or health care;

(3) absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:

(i) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;

(ii) obtain services from a victim services organization;

(iii) obtain psychological or other counseling;

(iv) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or

(v) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;

(4) closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;

(5) the employee's inability to work or telework because the employee is: (i) prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and

(6) when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee

to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For the purposes of this subdivision, a public emergency shall include a declared emergency as defined in section 12.03 or a declared local emergency under section 12.29.

Subd. 2. Notice. An employer may require notice of the need for use of earned sick and safe time as provided in this paragraph. If the need for use is foreseeable, an employer may require advance notice of the intention to use earned sick and safe time but must not require more than seven days' advance notice. If the need is unforeseeable, an employer may require an employee to give notice of the need for earned sick and safe time as reasonably required by the employer. An employer that requires notice of the need to use earned sick and safe time in accordance with this subdivision shall have a written policy containing reasonable procedures for employees to provide notice of the need to use earned sick and safe time, and shall provide a written copy of such policy to employees. If a copy of the written policy has not been provided to an employee, an employer shall not deny the use of earned sick and safe time to the employee on that basis.

Subd. 3. Documentation. (a) When an employee uses earned sick and safe time for more than two consecutive scheduled work days, an employer may require reasonable documentation that the earned sick and safe time is covered by subdivision 1.

(b) For earned sick and safe time under subdivision 1, clauses (1), (2), (5), and (6), reasonable documentation may include a signed statement by a health care professional indicating the need for use of earned sick and safe time. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose covered by subdivision 1, clause (1), (2), (5), or (6).

(c) For earned sick and safe time under subdivision 1, clause (3), an employer must accept a court record or documentation signed by a volunteer or employee of a victims services organization, an attorney, a police officer, or an antiviolence counselor as reasonable documentation. If documentation cannot be obtained in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose covered under subdivision 1, clause (3).

(d) For earned sick and safe time to care for a family member under subdivision 1, clause (4), an employer must accept as reasonable documentation a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose as reasonable documentation.

(e) An employer must not require disclosure of details relating to domestic abuse, sexual assault, or stalking or the details of an employee's or an employee's family member's medical condition as related to an employee's request to use earned sick and safe time under this section.

(f) Written statements by an employee may be written in the employee's first language and need not be notarized or in any particular format.

Subd. 4. Replacement worker. An employer may not require, as a condition of an employee using earned sick and safe time, that the employee seek or find a replacement worker to cover the hours the employee uses as earned sick and safe time. This subdivision does not prohibit an employee from voluntarily seeking or trading shifts with a replacement worker to cover the hours the employee uses as earned sick and safe time.

Subd. 5. **Increment of time used.** Earned sick and safe time may be used in the same increment of time for which employees are paid, provided an employer is not required to provide leave in less than 15-minute increments nor can the employer require use of earned sick and safe time in more than four-hour increments.

Subd. 6. **Retaliation prohibited.** (a) An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against a person because the person has exercised or attempted to exercise rights protected under this act, including but not limited to because the person requested earned sick and safe time, used earned sick and safe time, requested a statement of accrued sick and safe time, informed any person of his or her potential rights under sections 181.9445 to 181.9448, made a complaint or filed an action to enforce a right to earned sick and safe time under this section, or is or was participating in any manner in an investigation, proceeding, or hearing under this chapter.

(b) It shall be unlawful for an employer's absence control policy or attendance point system to count earned sick and safe time taken under sections 181.9445 to 181.9448 as an absence that may lead to or result in retaliation or any other adverse action.

(c) It shall be unlawful for an employer or any other person to report or threaten to report the actual or suspected citizenship or immigration status of a person or their family member to a federal, state, or local agency for exercising or attempting to exercise any right protected under sections 181.9445 to 181.9448.

(d) A person need not explicitly refer to sections 181.9445 to 181.9448 or the rights enumerated herein to be protected from retaliation.

Subd. 7. **Pay and benefits.** (a) During any use of earned sick and safe time, the employer must maintain coverage under any group insurance policy, group subscriber contract, or health care plan for the employee and any dependents, as if the employee was not using earned sick and safe time, provided, however, that the employee must continue to pay any employee share of the cost of such benefits.

(b) An employee returning from a leave under this section is entitled to return to employment at the same rate of pay the employee had been receiving when the leave commenced, plus any automatic adjustments in the employee's pay scale that occurred during the leave period. The employee returning from a leave is entitled to retain all accrued preleave benefits of employment and seniority as if there had been no interruption in service, provided that nothing under this section prevents the accrual of benefits or seniority during the leave pursuant to a collective bargaining or other agreement between the employer and employees.

Subd. 8. **Part-time return from leave.** An employee, by agreement with the employer, may return to work part time during the leave period without forfeiting the right to return to employment at the end of the leave, as provided under this section.

Subd. 9. **Notice and posting by employer.** (a) Employers must give notice to all employees that they are entitled to earned sick and safe time, including the amount of earned sick and safe time, the accrual year for the employee, the terms of its use under this section, and a copy of the written policy for providing notice as provided under subdivision 2; that retaliation against employees who request or use earned sick and safe time is prohibited; and that each employee has the right to file a complaint or bring a civil action if earned sick and safe time is denied by the employer or the employee is retaliated against for requesting or using earned sick and safe time.

(b) Employers must supply employees with a notice in English and the primary language of the employee, as identified by the employee, that contains the information required in paragraph (a) at commencement of employment or January 1, 2024, whichever is later.

(c) The means used by the employer must be at least as effective as the following options for providing notice:

(1) posting a copy of the notice at each location where employees perform work and where the notice must be readily observed and easily reviewed by all employees performing work;

(2) providing a paper or electronic copy of the notice to employees; or

(3) a conspicuous posting in a web-based or app-based platform through which an employee performs work.

The notice must contain all information required under paragraph (a).

(d) An employer that provides an employee handbook to its employees must include in the handbook notice of employee rights and remedies under this section.

(e) The Department of Labor and Industry shall prepare a uniform employee notice form for employers to use that provides the notice information required under this section. The commissioner shall prepare the uniform employee notice in the five most common languages spoken in Minnesota. Upon the written request of an employer who is subject to this section, the commissioner shall provide a copy of the uniform employee notice in any primary language spoken by an employee in the employer's place of business. If the commissioner does not provide the copy of the uniform employee notice in response to a request under this paragraph, the employer who makes the request is not subject to a penalty for failing to provide the required notice under this subdivision for violations that arise after the date of the request.

Subd. 10. Employer records and required statement to employees. (a) Employers shall retain accurate records documenting hours worked by employees and earned sick and safe time taken and comply with all requirements under section 177.30.

(b) At the end of each pay period, the employer shall provide, in writing or electronically, information stating the employee's current amount of:

(1) the total number of earned sick and safe time hours available to the employee for use under section 181.9446; and

(2) the total number of earned sick and safe time hours used during the pay period under section 181.9447.

Employers may choose a reasonable system for providing this information, including but not limited to listing information on or attached to each earnings statement or an electronic system where employees can access this information. An employer who chooses to provide this information by electronic means must provide employee access to an employer-owned computer during an employee's regular working hours to review and print.

(c) An employer must allow an employee to inspect records required by this section and relating to that employee at a reasonable time and place.

(d) The records required by this section must be kept for three years.

(e) All records required to be kept under this section must be readily available for inspection by the commissioner upon demand. The records must be either kept at the place where employees are working or kept in a manner that allows the employer to comply with this paragraph within 72 hours.

Subd. 11. **Confidentiality and nondisclosure.** (a) If, in conjunction with this section, an employer possesses:

- (1) health or medical information regarding an employee or an employee's family member;
- (2) information pertaining to domestic abuse, sexual assault, or stalking;
- (3) information that the employee has requested or obtained leave under this section; or

(4) any written or oral statement, documentation, record, or corroborating evidence provided by the employee or an employee's family member, the employer must treat such information as confidential.

Information given by an employee may only be disclosed by an employer if the disclosure is requested or consented to by the employee, when ordered by a court or administrative agency, or when otherwise required by federal or state law.

(b) Records and documents relating to medical certifications, recertifications, or medical histories of employees or family members of employees created for purposes of section 177.50 or sections 181.9445 to 181.9448 must be maintained as confidential medical records separate from the usual personnel files. At the request of the employee, the employer must destroy or return the records required by sections 181.9445 to 181.9448 that are older than three years prior to the current calendar year, unless state or federal law, rule, or regulation requires the employer to retain such records.

(c) Employers may not discriminate against any employee based on records created for the purposes of section 177.50 or sections 181.9445 to 181.9448.

Subd. 12. **Weather event exception.** Notwithstanding subdivision 1, an employee may not use sick and safe time under the conditions in subdivision 1, clause (4), if:

(1) the employee's preassigned or foreseeable work duties during a public emergency or weather event would require the employee to respond to the public emergency or weather event;

(2) the employee is a firefighter; a peace officer subject to licensure under sections 626.84 to 626.863; a 911 telecommunicator as defined in section 403.02, subdivision 17c; a guard at a correctional facility; or a public employee holding a commercial driver's license; and

(3) one of the following two conditions are met:

(i) the employee is represented by an exclusive representative under section 179A.03, subdivision 8, and the collective bargaining agreement or memorandum of understanding governing the employee's position explicitly references section 181.9447, subdivision 1, clause (4), and clearly and unambiguously waives application of that section for the employee's position; or

(ii) the employee is not represented by an exclusive representative, the employee is needed for the employer to maintain minimum staffing requirements, and the employer has a written policy explicitly referencing section 181.9447, subdivision 1, clause (4), that is provided to such employees in a manner that meets the requirements of other earned sick and safe time notices under section 181.9447, subdivision 9.

History: 2023 c 53 art 12 s 6; 2024 c 127 art 11 s 9-14; 1Sp2025 c 6 art 5 s 10-12

181.9448 EFFECT ON OTHER LAW OR POLICY.

Subdivision 1. **Effect on more generous sick and safe time policies.** (a) Nothing in sections 181.9445 to 181.9448 shall be construed to discourage employers from adopting or retaining earned sick and safe time policies that meet or exceed, and do not otherwise conflict with, the minimum standards and requirements provided in sections 181.9445 to 181.9448. All paid time off and other paid leave made available to an employee by an employer in excess of the minimum amount required in section 181.9446 for absences from work due to personal illness or injury, but not including short-term or long-term disability or other salary continuation benefits, must meet or exceed the minimum standards and requirements provided in sections 181.9445 to 181.9448, except for section 181.9446. For paid leave accrued prior to January 1, 2024, for absences from work due to personal illness or injury, an employer may require an employee who uses such leave to follow the written notice and documentation requirements in the employer's applicable policy or applicable collective bargaining agreement as of December 31, 2023, in lieu of the requirements of section 181.9447, subdivisions 2 and 3, provided that an employer does not require an employee to use leave accrued on or after January 1, 2024, before using leave accrued prior to that date.

(b) Nothing in sections 181.9445 to 181.9448 shall be construed to limit the right of parties to a collective bargaining agreement to bargain and agree with respect to earned sick and safe time policies or to diminish the obligation of an employer to comply with any contract, collective bargaining agreement, or any employment benefit program or plan that meets or exceeds, and does not otherwise conflict with, the minimum standards and requirements provided in this section.

(c) Nothing in sections 181.9445 to 181.9448 shall be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard that provides for a greater amount, accrual, or use by employees of paid sick and safe time or that extends other protections to employees.

(d) Nothing in sections 181.9445 to 181.9448 shall be construed or applied so as to create any power or duty in conflict with federal law.

(e) Employers who provide earned sick and safe time to their employees under a paid time off policy or other paid leave policy that may be used for the same purposes and under the same conditions as earned sick and safe time, and that meets or exceeds, and does not otherwise conflict with, the minimum standards and requirements provided in sections 181.9445 to 181.9448 are not required to provide additional earned sick and safe time.

(f) The provisions of sections 181.9445 to 181.9448 may be waived by a collective bargaining agreement with a bona fide building and construction trades labor organization that has established itself as the collective bargaining representative for the affected building and construction industry employees, provided that for such waiver to be valid, it shall explicitly reference sections 181.9445 to 181.9448 and clearly and unambiguously waive application of those sections to such employees.

(g) The requirements of section 181.9447, subdivision 3, may be waived for paid leave made available to an employee by an employer for absences from work in excess of the minimum amount required in section 181.9446 through a collective bargaining agreement with a labor organization that has established itself as the collective bargaining representative for the employees, provided that for such waiver to be valid, it shall explicitly reference section 181.9447, subdivision 3, and clearly and unambiguously waive application of that subdivision to such employees.

(h) An individual provider, as defined in section 256B.0711, subdivision 1, paragraph (d), who provides services through a consumer support grant under section 256.476, consumer-directed community supports under section 256B.4911, or community first services and supports under section 256B.85, to a family

member who is a participant, as defined in section 256B.0711, subdivision 1, paragraph (e), may individually waive the provisions of sections 181.9445 to 181.9448 for the remainder of the participant's service plan year, provided that the funds are returned to the participant's budget. Once an individual provider has waived the provisions of sections 181.9445 to 181.9448, they may not accrue earned sick and safe time until the start of the participant's next service plan year.

(i) Sections 181.9445 to 181.9448 do not prohibit an employer from establishing a policy whereby employees may donate unused accrued sick and safe time to another employee.

(j) Sections 181.9445 to 181.9448 do not prohibit an employer from advancing sick and safe time to an employee before accrual by the employee. An employer is permitted to advance earned sick and safe time to an employee based on the number of hours the employee is anticipated to work for the remaining portion of an accrual year. If the advanced amount is less than the amount the employee would have accrued based on the actual hours worked, the employer must provide additional earned sick and safe time to make up the difference.

Subd. 2. Termination; separation; transfer. Sections 181.9445 to 181.9448 do not require financial or other reimbursement to an employee from an employer upon the employee's termination, resignation, retirement, or other separation from employment for accrued earned sick and safe time that has not been used. If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, the employee is entitled to all earned sick and safe time accrued at the prior division, entity, or location and is entitled to use all earned sick and safe time as provided in sections 181.9445 to 181.9448. When there is a separation from employment and the employee is rehired within 180 days of separation by the same employer, previously accrued earned sick and safe time that had not been used or otherwise disbursed to the benefit of the employee upon separation must be reinstated. An employee is entitled to use accrued earned sick and safe time and accrue additional earned sick and safe time at the commencement of reemployment.

Subd. 3. Employer succession. (a) When a different employer succeeds or takes the place of an existing employer, all employees of the original employer who remain employed by the successor employer are entitled to all earned sick and safe time accrued but not used when employed by the original employer, and are entitled to use all earned sick and safe time previously accrued but not used.

(b) If employees are terminated by the original employer and hired within 30 days by the successor employer following the employer succession, those employees are entitled to all earned sick and safe time accrued but not used when employed by the original employer, and are entitled to use all earned sick and safe time previously accrued but not used.

History: 2023 c 53 art 12 s 7; 2024 c 127 art 11 s 15-17; 1Sp2025 c 6 art 5 s 13