

COLLECTIVE BARGAINING AGREEMENT

Between

**THE SCHOOL BOARD OF
MINNETONKA PUBLIC SCHOOL DISTRICT #276**

Minnetonka, Minnesota

and the

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL #284

NUTRITION SERVICE EMPLOYEES

July 1, 2026 - June 30, 2028

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ARTICLE I
PURPOSE OF AGREEMENT

Section 1. Parties

THIS AGREEMENT entered into between the School Board of Minnetonka Independent School District #276, Minnetonka, Minnesota (hereinafter referred to as the Employer) and the Service Employees International Union Local #284, (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 (hereinafter referred to as the P.E.L.R.A. of 1971), to provide the terms and conditions of employment for all employees of the Minnetonka Public Schools who are classified as non-supervisory Nutrition Service personnel during the duration of this Agreement.

ARTICLE II
RECOGNITION

Section 1. Recognition:

Subd. 1.

The Minnetonka Schools recognizes and shall abide by the principals of collective bargaining as it relates to wages, salary, or the economic aspects of the employment as provided by the Public Employees Labor Relations Act of 1971.

Subd. 2.

The Employer recognizes the Service Employees International Union Local #284, as the exclusive representative of all employees in the unit as defined in Article I and employed by the School Board of Independent School District #276. The Service Employees International Union Local #284, as exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, and as described in the provisions of this Agreement.

Subd. 3.

The Union recognizes the responsibility of representing the interests of all employees in the unit with respect to grievances, personnel policies, practices and other matters affecting their general working conditions.

Subd. 4.

The Union 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 or policy as the function and programs of the Employer, its overall budget, utilization of technology, the organizational structure, the selection, direction and number of personnel.

Subd. 5.

The Union recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the school within its legal limitation. All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.

Subd. 6.

All employees covered by this Agreement shall perform services and duties prescribed by the Employer, the Employer may promulgate rules, regulations, directives and orders from time to time as deemed necessary insofar as such are not inconsistent with the terms of this Agreement.

ARTICLE III

GENERAL PROVISIONS

Section 1. Duration, Termination and Contrary Provisions

Subd. 1. Duration:

This Agreement is for the period from 12:01 a.m., July 1, 2026 through 12:00 a.m., June 30, 2028. There shall be no step or longevity advancement by any employee covered by this agreement pursuant to Article VIII after June 30, 2028, until a successor Collective Bargaining Agreement has been negotiated and ratified by both parties.

Subd. 2. Termination:

If a new Agreement cannot be reached prior to 12:01 a.m. July 1, 2028, this entire Agreement shall remain in full force and effect.

Subd. 3. Contrary Provisions:

Provisions herein found contrary to law will not affect the remaining provisions of this Agreement.

Section 2. Appointment and Assignment

Subd. 1. Appointment:

The appointment of Nutrition Services personnel shall be made by the Board of Education upon the recommendation of the Director of Nutrition Services, Executive Director of Finance and Operations and the Superintendent of Schools.

Subd. 2. Assignments:

Assignments with the general duties of each position shall be the obligation of the Executive Director of Finance and Operations.

Section 3. Dues

Subd. 1.

All employees who are members of the Union, and who so request, shall have their monthly dues deducted and forwarded to Service Employees International Union Local #284 by the Employer. If so requested, the Employer will furnish the Union with a list of names, the amount of deduction and the total monies.

Subd. 2.

The union will inform the Employer of the amount of dues to be deducted when a change occurs.

Section 4. Definitions

Subd. 1. Full Time Employee:

A full-time nutrition service employee shall mean any nutrition service employee whose normal work week is 30 hours or more during the full school year.

ARTICLE IV

CLASSIFICATION OF EMPLOYEES

Section 1. Classification of Employees and General Duties

Subd. 1.

Class I – Cook Helpers shall perform duties as directed by the Cook Managers relating to preparation of food, serving, cashiering, and dishwashing.

During the time an employee is in this classification, the employee is expected to gain knowledge and proficiency in lunchroom operation. This shall generally be considered as the entrance position into the Nutrition Services Program.

Subd. 2.

Class II – Cook shall be skilled in general kitchen routine. In addition to performing assigned daily duties, an employee in this classification is expected to become familiar with the duties of the Cook Manager and be able to assume this responsibility in the absence of the latter.

Subd. 3.

Class III – Cook Manager performs duties in conformance with an established order of work and coordinates the total preparation and serving of food according to specified standards. This employee is responsible for ordering supplies, record keeping, and is directly accountable to the Director of Nutrition Services.

Subd. 4. General:

All employees who are non-probationary will have rights to a Class I position subject to other provisions of this agreement. However, any person holding or appointed to a position of Class II, or above, may be demoted for cause subject to grievance procedures.

Cause shall be understood to be a less severe violation of standards than outlined in Article V, Section 3. Such demotion shall be made only following a hearing between the Employer (Superintendent and/or Executive Director of Finance) and employee (and/or delegated representative) subject to grievance procedures.

Section 2. Movement to New Classification or Position

Subd. 1.

If there is a position opening in the system, notices are to be sent by email and all Nutrition Services personnel will be given five (5) working days to apply for the position.

Subd. 2.

An employee may receive postings while on vacation or leave of absence providing the employee furnishes the Employer with a current email address.

Subd. 3.

While every attempt will be made to place individuals in positions of their choice (according to seniority), the final selection and reassignment shall be at the discretion of the Executive Director of Finance. The primary requirement for advancement and reclassification shall be on the basis of competency for the position. If the position is not awarded to the most senior employee, a written explanation will be provided to the employee(s) not awarded the position.

Subd. 4.

For Class I and Class II employees, the Director of Nutrition Services will then make the decision, and every effort will be made to notify the selected employee within ten working days of the close of posting. For Cook Manager positions, the Director of Nutrition Services will then make the decision, and every effort will be made to notify the selected employee within fifteen working days of the close of posting. The union steward shall also be notified.

Subd. 5.

A person moving to a higher paid category will be placed on schedule in the category to which the individual has progressed within ten (10) working days of assignment.

Subd. 6.

An employee who moves to a higher classification shall be granted a trial period to determine both the ability to successfully perform the job and the desire to remain in the higher-level position.

If the employee has worked in the higher classification position for less than 15 workdays, the employee shall have the opportunity to revert to the position previously held in a lower classification. If the employee has worked in the higher classification for more than 15 workdays but less than 30 workdays, the employee shall have the right to move to a Nutrition Services substitute position.

ARTICLE V
CONDITIONS OF EMPLOYMENT

Section 1. Health Examination

- a. Medical examinations may be required by the Employer. Any medical examinations required by the Employer following initial employment shall be provided by the Employer's medical doctor at the Employer's expense.
- b. Employees returning to work after hospitalization or after recovering from an accident, injury or operation, or frequent and constant absenteeism, are required to furnish a medical statement authorizing the employee to return to work and indicating what limitations may be necessary.

Failure by the employee to provide a medical certificate when notified shall be construed as failure to meet the terms of this contract and salary may be withheld.

Section 2. Probationary Employment

Subd. 1

An employee is a probationary employee during the first six (6) calendar months of employment. Months not worked shall not be counted towards completion of the probationary period (i.e. 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 or termination of a probationary employee shall be subject to the grievance procedure.

Subd. 3

During the probationary period, a performance appraisal of the employee shall be conducted by the Employee's Immediate Supervisor after three (3) and five (5) calendar months. The performance appraisal will be reviewed with the employee.

Section 3. Dismissal and Suspension

The grounds for dismissal after the probationary period are listed below. While only the Board of Education can dismiss an employee after probation, the Executive Director of Finance is authorized to suspend employees until their case is heard by the Board of Education.

- a. Stealing
- b. Intoxication, drinking on the job or coming to work with liquor on breath
- c. Conduct unbecoming an employee of the School District
- d. Insubordination
- e. Failure to report to work without notification
- f. Poor quality of work

Section 4. Other Employment

District benefits will accrue to the employee as long as the employee is continuously employed by and performing normal duties for the District. However, no employee shall be eligible for any District benefits should the employee be incapacitated or unable to perform normal duties as the result of other employment.

ARTICLE VI **WAGES OF EMPLOYEES**

Section 1. Salaries

Hourly wages as reflected in Schedule A attached hereto shall be a part of this Agreement.

Subd. 1.

A basic hourly pay schedule will consist of one step for all Class I, II and III employees. Longevity differentials will be granted effective July 1st only.

Subd. 2.

Should Nutrition Service personnel be requested to supervise District kitchens when they are used by outside groups, such employees shall be reimbursed for the hours on duty at the rate of one and one-half times their regular hourly pay scale, with minimum pay of one hour.

Section 2. Replacement of Cook Manager or Cook

Subd. 1

If the Cook Manager is absent, the person assigned to take the Cook Manager's place shall receive the differential in pay based on Class II, Step 1 pay rate. Such differential shall be paid until the absent employee shall again assume duties. Such pay shall be given for partial days worked as a substitute for hours worked in excess of 50% of the contracted hours.

Subd. 2.

If a Cook is absent and a Cook Helper is assigned to take the Cook's place, the Cook Helper shall receive the rate of pay, specified in this contract for a Class II, Step 1 Cook. Such rate of pay shall be effective until the absent employee shall again assume duties. Such pay shall be given for partial days worked as a substitute for hours worked in excess of 50% of the contracted hours.

Section 3. Payment of Salary

Pay periods shall be bi-weekly with a two-week delay in salary.

The District agrees to the implementation of a payroll deduction of union dues if requested by the employee.

ARTICLE VII **LENGTH OF WORK WEEK AND HOURS**

Section 1. Length of Work Week and Hours

Subd. 1.

The total hours per year and working hours for each day shall be determined by the Director of Nutrition Services as long as such assignments do not exceed forty (40) hours per week.

Subd. 2.

The Director of Nutrition Services may extend the working hours worked beyond forty (40) hours only with the authorization of the Executive Director of Finance. Such hours above forty (40) hours per week shall be reimbursed on the basis of time and one-half.

Subd. 3.

Extra time and overtime will be rotated as equitably as possible between the employees of a building, commensurate with the time requirement for employee service in relation to availability of other employees.

Subd. 4.

The District (except as provided in Article IV, Section 1, Subd. 3) will not be required to pay overtime when straight time employees are available for the task at hand.

Subd. 5

The District will provide a minimum of four (4) hours mandatory in-service training for Nutrition Services staff to be scheduled during the course of the contract year.

ARTICLE VIII **GROUP INSURANCE**

Section 1. Group Health and Accident Insurance

Subd. 1 Eligibility:

An employee shall be eligible for hospitalization, medical and major medical insurance benefits if the employee is:

- a. A full-time employee (6 hours or more).
- b. A full-time employee on an approved leave of absence for medical purposes, for the amount of time worked not to exceed two (2) years.
- c. An employee who, prior to reduction in hours, was entitled to insurance coverage shall continue to be eligible for insurance subsidy until such time as they fail to post for or accepts a position carrying enough hours to qualify the employee for coverage.

Subd. 2 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 who 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.

The plan year runs from 09/01-08/31 and premium increases will take effect on 09/01 each year.

Type of Health Coverage	Monthly District Contribution 09/01/2026-08/31/2027	Monthly District Contribution 09/01/2027-08/31/2028
Single	\$830	\$830
Employee +1	\$877	\$877
Family	\$1,130	\$1,130

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 2. Group Life Insurance

Subd. 1

The Employer shall pay for a \$21,000 term life insurance policy, each 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 3. Long Term Disability (LTD)/Group Income Protection Insurance

Subd. 1.

The Employer shall pay the full premium for income protection insurance for each employee who is regularly scheduled to work thirty (30) or more hours per week. The Employee shall be taxed

on the employer paid premium. Such income protection insurance provisions shall be available for employees only if offered by the insurance carrier and then only base on 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 carrier. Such income protection insurance provision 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 insurance policy.

Section 4. Dental Program

Subd. 1. Eligibility:

An employee shall be eligible for dental program benefits if the employee is: 1) a full-time employee, and 2) enrolled in the District's dental program(s) should such exist.

Subd. 2.

The employer shall pay for the individual coverage for all full-time employees who are eligible for and enrolled in the district group dental plan. Family coverage is available; the difference between single and family coverage shall be borne by the employee via payroll deduction.

ARTICLE IX **MISCELLANEOUS BENEFITS**

Section 1. Paid Holidays

Subd. 1

There will be ten (10) paid holidays per year to be selected by the Executive Director of Finance from the legal and school holidays observed by the District during the school year. An employee must be at work the workday before and the workday after to receive compensation for holidays as listed below. Exceptions to this provision may be made by the Director of Nutrition Services for pre-approved authorized paid leave or unforeseen exceptional circumstances. Employees required to report on one of these paid holidays, will be paid two times the rate of pay for the hours they are required to report.

Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24
December 25
New Year's Day
Martin Luther King Day
Presidents Day
Friday immediately before Easter Holiday
Memorial Day

Section 2. Uniform Allowance

Subd. 1

The District will provide an annual uniform/shoe allowance of \$175.00 per employee.

Subd. 2

In addition to the uniform allowance the District shall annually distribute 2 shirts and 2 aprons in the current style for each staff working less than 6 hours per day. Staff working 6 hours or more will receive 3 shirts and 3 aprons in the current style. These pieces of clothing may be exchanged

in different amounts not to exceed the normal value of the uniform allotment. A committee consisting of the Director of Nutrition Services and at least 2 or 3 bargaining unit employees will meet annually to discuss uniform options and changes.

Section 3. Jury Duty Leave

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 without loss of pay. Any compensation the employee receives from the court shall be remitted to the District; however, the employee may retain the expense reimbursement.

Section 4. Mileage & Tuition

The Employer shall pay the tuition expense for all employees who are required by the Employer to attend food service classes or workshops. In addition, the Employer shall reimburse the employee for mileage when the employee is required to travel within the District as a condition of employment. The rate of mileage paid shall be the current authorized IRS rate. Mileage reimbursement will follow the current IRS rules on allowable expenses when traveling within the school district other than as a condition of employment.

ARTICLE X **BASIC LEAVE**

Section 1. Basic Leave Allowance, Reimbursement and Uses

Subd. 1.

Employees shall accrue one day of basic leave for each month of active employment. A day of leave will equal the number of regularly assigned hours.

Subd. 2. Reimbursement for Unused Basic Leave

For the purposes of the calculations described below, a day of basic leave shall equal the average number of hours of accrued, unused basic leave as of June 30, divided by the average hours worked per day of active employment during the July 1 - June 30 work year.

Employees with Sixty-Five or More Days of Basic Leave

If an employee's total basic leave on April 30, accrued that year in accordance with Subd. 1 above and carried forward from prior years, is more than sixty-five (65) days, the employee will be reimbursed for twelve (12) days at a rate of \$18.00 per hour and the reimbursement will be paid directly to the employee via payroll prior to July 1 of each year. In no event will an employee be reimbursed for more than twelve (12) days per year. The total accrued leave balance cannot be below sixty-five (65) days after the reimbursement.

Subd. 3.

Basic leave may be used as sick leave, personal leave, and death and serious illness leave, described in Section 2, 3 and 4 of this Article.

Section 2. Sick Leave

Subd. 1.

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, employees will be entitled to the benefits provided by the amended law or the terms in Article X: Leaves, section 2, subd. 1 and subd. 2 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.

Any full-time employee currently employed by the District who has accrued less than sixty-five (65) days of basic leave shall be granted sufficient sick leave days in case of a long-term illness to provide a maximum of sixty-five (65) consecutive days of sick leave. "Long term" shall be defined as any illness extending for more than fifteen (15) consecutive working days. "Long-term" sick leave shall not be available to part-time employees. Once an employee has accrued sixty-five (65) days of basic leave, the District shall not be required to grant sick leave beyond that which the employee had accrued even if sick leave utilization by the employee subsequently reduces the employee's accrual below sixty-five (65) days.

Subd. 3.

Sick leave pay shall be approved only upon submission of an online request available through a program accessed via the District website.

Subd. 4.

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. 5.

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. 6.

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. 7.

Accrued sick leave for each employee shall be computed by the Employer and such information shall be available electronically to each employee via the online payroll system.

Subd. 8.

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 3. Personal Leave

Subd. 1.

Upon request, two (2) days of personal leave per year will be authorized without salary deduction based on the following conditions:

1. Request must be submitted via email to the Director of Nutrition Services or Coordinator of Nutrition Services.
2. Request must be submitted with ten (10) days' notice except in an emergency.
3. Once approved the date cannot be changed.
4. The approval will be determined by whomever submits the request first. The determination will be based on the time and date stamp on the email request.

*Once approved, the employee must submit the personal day request through Skyward Employee Access.

The number of employees out on personal leave will be determined using the following criteria:

1. No more than two (2) Nutrition Service employees from the elementary school buildings combined may use personal leave on any given day.
2. No more than one (1) Nutrition Service employee per middle school building may use personal leave on any given day.
3. No more than two (2) Nutrition Service employees from the High School may use personal leave on any given day.
4. On days preceding or following holiday breaks, the total number of Nutrition Service Employees across the District using personal leave cannot exceed five percent (5%) (The staff number shall be rounded to the nearest whole number.)

Personal Leave will not be granted during the first 10 days of the school year or last five days of the school year without special permission from the Director of Nutrition Services or Coordinator of Nutrition Services.

Section 4. Death or Serious Illness Leave

Subd. 1.

Leaves of absence without salary deduction will be granted to employees who have completed their probationary period for deaths, funerals, life-threatening surgery or serious illness where life is in peril in the employee's family pursuant to the rules of this Article. Requests must be made to the employee's supervisor in writing for leave under this provision. Said written request must set forth the basis for the requested leave.

Subd. 2.

Up to five (5) days per occurrence will be allowed if the death, funeral, life-threatening surgery or serious illness involves the employee's parents, sister, brother, spouse, child or 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, funeral, life-threatening surgery or serious illness of the employee's spouse's father, mother, sister, brother or grandchild.

Subd. 4.

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

Subd. 5.

A day's salary shall be equal to assigned daily hours times the employee's current rate of pay. Employees shall be eligible for death, funeral, life-threatening surgery or serious illness leave only during their regularly scheduled work period.

Subd. 6.

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

ARTICLE XI
OTHER LEAVES

Section 1. General Leave Rules

Leaves are granted to benefit the employee; however, it is not proper for an employee to receive monetary gain for absence from the District in addition to full pay for the absence. Employees granted absence where benefits are paid from other sources (jury duty, workers' compensation, income protection, etc.) will have their District pay adjusted to reflect the amount of income from the outside source.

Section 2. Leaves of Absence

The Employer shall not be required to grant a leave of absence for any purpose beyond a maximum of two (2) calendar years from the date the leave of absence commences.

Section 3. Child Rearing Leave

The Employer shall grant a leave to an employee who makes written application for one. The employee shall notify the Director of Nutrition Services, and within a reasonable time shall submit a written application for such leave or a written resignation so that the school authorities shall have sufficient advance notice to make appropriate arrangements. The child rearing leave shall continue until not more than twelve (12) months following the birth or adoption of the child. With proper consideration for the welfare of the family, and by mutual agreement, the term of the leave may be altered by the Employer. There shall be no compensation during the child rearing leave, but the employee's seniority shall remain in effect and position on the salary schedule shall not be prejudiced by such leave except that such employee shall not receive credit for the period of the leave.

Section 4. Medical Leave

The Employer shall grant a medical leave of absence at the request of the employee, and the position at the time of the request will be retained for the employee for a period equal to one hundred forty (140) working days. At the expiration of this period of time, the employee shall retain re-employment rights to the extent specified in Section 2 above (i.e., two (2) years from the time the leave was granted). The employee shall also retain all seniority rights during the medical leave of absence.

Section 5. Short Term Leaves

Request for such leave must have prior approval by the Administration.

ARTICLE XII EMERGENCY SCHOOL CLOSINGS

Section 1. Weather Related Closing

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

Subd. 1.

Opening is delayed prior to the employees scheduled start time:

- a. Delayed openings will be communicated via the official radio station and District social media. Employees also have the option to be notified by the District's automated call system.
- b. An employee whose work schedule is not impacted by the delay will report to work at the normal scheduled time.
- c. Employees should make every effort to get to work in adequate time to prepare lunches for the regular eating schedule. If rescheduling is possible, the employee will work the normal daily hours once the employee reports to work. If rescheduling is not possible, the employee will not be penalized for any lost time.

Subd. 2.

A school facility is announced to be closed prior to the employees scheduled start time:

- a. School closing will be communicated via the official radio station and District social media. Employees also have the option to be notified by the District's automated call system.
- 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.
- d. Student Only Closing: In the event that schools are closed for students but not staff due to inclement weather or other unforeseeable circumstances, bargaining unit employees will report to work as soon as practical unless they are instructed not to report to work. Employees instructed not to report to work will suffer no loss of pay. Employees who are unable to report to work may draw personal leave, if available, or may take the day off without pay.

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 of 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 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 2. 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, the following shall prevail:

- a. 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 as soon as practical unless they are instructed not to report to work. Employees instructed not to report to work will suffer no loss of pay. Employees who are unable to report to work may draw personal leave, if available, or may take the day off without pay.
- b. Schools Closed by Executive Order, the Superintendent, or other State or Federal Mandate: In the event that school buildings are closed by executive order, the Superintendent, or other state or federal mandate, the determination of who will be required to report will be done in accordance with Article VII, Section 1, Subd 3. Employees will be paid 1 1/2 times their regular rate of pay for the first 10 days of the closing if required to report. Beyond 10 days, the pay will be at the regular rate of pay.

ARTICLE XIII
SENIORITY

Section 1. Seniority Defined

Seniority shall be defined as the length of continuous service with the Employer.

Section 2. Seniority List

The Employer shall maintain a seniority list of all employees covered by this Agreement.

Section 3. Termination

Seniority shall terminate when an employee is separated from employment by retirement, dismissal or voluntarily quits.

Section 4. Seniority Accrual

Seniority shall not accrue under the following conditions:

- a. During a period of suspension as provided by Article V, Section 3;
- b. During a period of layoff due to a reduction in the work force;
- c. During a period of an unpaid leave of absence unless agreed to in writing by the Employer and the Union prior to the approval of the leave of absence.

Section 5. Application

Seniority shall have application to the following terms and conditions of employment:

- a. Progression on the wage schedule;
- b. Order of layoff in reversal of seniority. The employee with the least seniority shall be the first laid off.
- c. As one criterion in considering applicants for promotion as provided in Article IV, Section 2 (Movement to New Classification or Position).
- d. As a criterion in determining eligibility for District paid tax sheltered annuity as provided in Article XIV Section 1.

Section 6. Layoff Procedure

Employees with the least continuous service from the most recent date of hire shall be laid off first.

Subd. 1.

If a senior Class III employee's position is eliminated, the employee, if qualified, shall have the right to:

- a. displace the least senior employee in Class III
- b. displace the least senior employee in Class II
- c. displace the least senior employee in Class I
- d. select any open position,
- e. accept the layoff

Subd. 2.

If a senior Class II employee's position is eliminated, the employee, if qualified, shall have the right to:

- a. displace the least senior employee in Class II
- b. displace the least senior employee in Class I
- c. select any open position,
- d. accept the layoff

Subd. 3.

If a senior Class I employee's position is eliminated, the employee, if qualified, shall have the right to:

- a. displace the least senior employee in Class I
- b. select any open position,
- c. accept the layoff

Subd. 4.

For a period of two years of the date of layoff, if any opening occurs in the District, the employee with the most seniority shall have the first choice to be rehired.

Subd. 5.

In no case shall an employee have right to recall to a position of higher classification than occupied at the time of layoff.

ARTICLE XIV
RETIREMENT

Section 1. PLAN Benefits for Employees

Subd. 1. Purpose of PLAN The purpose of the PLAN is to encourage employees to develop a financial plan for their future by providing money, which would otherwise have been available at retirement, for investment during the course of their employment with the District. The PLAN will require participation by the employee coupled with a matching contribution from the District. The District contribution must be a dollar for dollar match per M.S. 356.24 Subd 3 (f). The objective of the PLAN is to develop a retirement account for employees to provide resources to supplement retirement benefits and to provide funds for health care costs during retirement.

Subd. 2. Benefit Employees completing three years of service, beginning with their fourth year of service, shall be eligible for an employer deposit in a TSA account up to a two percent (2%) District match of the employee's base salary (i.e., without overtime, shift differentials or other stipends) as a match to an employee deposit in a TSA account. For the purpose of eligibility for the 2% match, years of service shall be measured as of July 1 each year. Employees with a start date of December 31 in a school year or earlier will be given credit for a full year of service for purposes of receiving the District match. Employee with a start date of January 1 – June 30 in a school year will not receive service credit that year for purposes of receiving the District match. The 2% match will not be prorated based on assigned work hours.

Employees who have reached the 2% match level will retain the 3 years of service credit. Starting with the fourth year, years of service will be calculated using the table below for purposes of eligibility for the 4% match. Employees completing nine years of service, beginning with their tenth year of service, shall be eligible for an employer deposit in a TSA account up to a four percent (4%) district match of the employee's base salary (i.e., without overtime, shift differentials or other stipends) as a match to an employee deposit in a TSA account.

<u>Assigned Weekly Hours</u>	<u>Years of Service for TSA Match</u>
30-40	1 year credit
27.5	0.6875
25	0.625
22.5	0.5625
20	0.5
17.5	0.4375
15	0.375

Subd. 3. Administration of PLAN

a. Benefits Cannot be Accumulated

The District contribution will begin when the employee initiates an eligible investment program at an amount equal to or greater than the benefit schedule set out in Subd. 2, above.

An employee may elect to contribute to the selected program more than the District match. The PLAN only defines the limits of the District's participation in the selected program.

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.

b. Definition

Years of service shall be measured as of July 1 each year for the following year.

Employees with a start date of December 31 or earlier will be given credit for a full year of service for purposes of receiving the District match.

c. Plan Year Begins July 1

The annual year for the District contributions shall be July 1 through June 30. Changes in district matching amounts, based on years of service, shall occur on July 1 of each year.

Employees must establish participation in an eligible Deferred Income or TSA plan, as defined by Minnesota Statutes, before the District will begin matching contributions.

d. District Contribution is Automatic

When an employee has an eligible plan in effect, the District matching shall be automatic unless the employee requests otherwise.

e. Payroll Taxes

The District will pay its matching share of FICA and PERA taxes as provided for by the Minnesota Deferred Compensation Legislation.

f. Plan Must Comply with Federal and State Laws

The PLAN is subject to applicable code provisions of the Minnesota Statutes, IRS Code Section 403(b), and IRS Code Section 457.

g. Enrollment Limited to Participating Companies

Tax sheltered annuity purchases will be limited to companies currently having employees enrolled in the program. Additional carriers will be accepted only if they have ten (10) or more of the Employer's employees who desire the program through the specific company requesting to be added, and then, only with written approval of the Employer.

For new employees hired for employment for the 2018-2019 school year and thereafter, tax sheltered annuity purchases will be limited to the following 9 tax sheltered annuity companies:

American Funds
Ameriprise

AXA Equitable Life
Common Wealth Annuity
ESI Financial
Fidelity
Great West
Vanguard
VOYA

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

ARTICLE XV **GRIEVANCE PROCEDURE**

Section 1. Grievance Definition

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative

The employee, supervisor, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf in accordance with State Statute.

Section 3. Definitions and Interpretations

Subd. 1. Extension:

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

Subd. 2. Days:

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays in this contract.

Subd. 3. Computation of Time:

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

Subd. 4. Filing and Postmark:

The filing or service of any notice or document herein shall be timely if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within ten (10) days after the date the event giving rise to the grievance occurred, or the employee had reasonable knowledge thereof. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An

effort shall first be made to adjust an alleged grievance informally between the employee and the School Board's designee.

Section 5. Adjustment of Grievance

The School Board and/or designee and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level I:

Upon the occurrence of any alleged violation of the agreement, the employee involved shall attempt to resolve the matter on an informal basis with the Director of Nutrition Services, the Director of Nutrition Services shall give a written decision on the grievance to the parties involved within five (5) days after receipt of the written grievance.

Subd. 2. Level II:

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools or Executive Director of Finance & Operations, provided such appeal is made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or designee shall set a time to meet regarding the grievance within five (5) days after the receipt of the appeal. Within five (5) days after the meeting, the Superintendent or designee shall issue a decision in writing to parties involved.

Subd. 3. Level III:

In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within five (5) days after receipt of the decision in Level II. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty (20) days after receipt of the appeal. The date and time will be designated. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. Denial of Grievance

Failure by the School Board or its representative to issue a decision within the time periods provided herein including observance of dates and times of meetings shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 7. Arbitration Procedures

In the event that the employee and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request:

A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Superintendent within ten (10) days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required:

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

Subd. 3. Selection of Arbitrator:

Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the State Bureau of Mediation Services to appoint an arbitrator, pursuant to the P.E.L.R.A. (Public Employment Labor Relations Act, providing such request is made within twenty (20) days after request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the State Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

- a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:
 - i. the issues involved
 - ii. statement of the facts
 - iii. position of the grievant
- b. The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing. If the School Board submits information to the arbitrator in advance of the hearing a copy of such information will be simultaneously submitted to the Union.

Subd. 5. Hearing:

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

Subd. 6. Decision:

The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A. of 1971.

Subd. 7. Expenses:

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

Subd. 8. Jurisdiction:

The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this contract and the provisions of PELRA of 1971.

Signed this 30 day of September, 2026.

For Service Employees International
Union Local #284

Wendy Legg
Negotiating Committee Member

Zina L. [Signature]
Negotiating Committee Member

Sven Poppley
Negotiating Committee Member

MAUREN HARRIS
Negotiating Committee Member

Shelly Johnson
Union Representative

For Minnetonka Public Schools
Independent School District #276

Kenneth Foss
Chairperson, School Board

[Signature]
Clerk, School Board

AM [Signature]
Board Negotiator

Robyn Klinger
Board Negotiator

Kirsten Juul
Board Negotiator

[Signature]
Board Negotiator

Nutrition Services Salaries**SCHEDULE A**

Position	2026-2027	2027-2028
Cook Helper	\$22.46	\$23.18
Cook	\$25.74	\$26.57
Cook Manager - Elem	\$29.60	\$30.55
Cook Manager – Middle School	\$29.91	\$30.86
Cook Manager – High School	\$30.71	\$31.70

Other Wage Differentials

	2026-2028
Longevity Pay	
After Five Years of Service	\$0.55
After Seven Years of Service	\$0.65
After Ten Years of Service	\$0.85
After Fifteen Years of Service	\$1.05
After Twenty Years of Service	\$1.25

School Nutrition Association Certification Program	2026-2028
Level I Certification	\$0.60
Level II Certification	\$0.75
Level III Certification	\$0.90
Level IV Certification	\$1.40

Assignment Factor	
Class I & Class II assigned to MHS Cafeteria Applicable only to those assigned to MHS by June 30, 2020.	\$0.25

MEMORANDUM OF UNDERSTANDING
Supplemental Payment for Unanticipated Health Insurance Increase

Effective January 1, 2027, in the event that the portion of the insurance allocation set out in Article VIII, Section 1, Subd. 2, which is used to pay for health insurance, exceeds by more than 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.

SIGNATURES FOR MEMORANDUM OF UNDERSTANDING:

<u>Shelly Johnson</u>	<u>9/24/26</u>	<u>Anjie Flowers</u>	<u>9/30/26</u>
Shelly Johnson	Date	Anjie Flowers	Date
SEIU Local #284		General Counsel & Exec Dir of HR- ISD 276	

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