### **Memorandum of Understanding**

# **Paid Family Medical Leave (PFML)**

This Memorandum of Understanding ("MOU") is entered into by and between East Grand Forks Education Support Professionals ("the Union"), and Independent School District No. 595 ("the District").

WHEREAS, the Union and the District are parties to a 2025-2027 Master Agreement governing the terms and conditions of employment for Bus Drivers who are employed by the District;

WHEREAS, the Minnesota legislature passed Paid Family Medical Leave (PFML) legislation to go into effect January 1, 2026;

WHEREAS, the Union and the District are seeking a joint resolution on PFML;

NOW, THEREFORE, the parties mutually agree to the following to go into and remain in effect throughout the duration of the 2025-27 Master Agreement;

### 1. Statutory authority

Employees are eligible to participate in Paid Family Medical Leave (PFML) pursuant to MN Statutes 268B et seq., Family and Medical Benefits.

#### 2. Costs of PFML

The District shall pay 50 percent of the total premium for Paid Family Medical Leave set by the Minnesota Department of Employment and Economic Development (DEED). Employees shall pay 50 percent of the total premium for Paid Family Medical Leave set by the Minnesota Department of Employment and Economic Development (DEED).

#### 3. Notification to the District

Pursuant to Minnesota Statute Section 268B.085, employees taking Paid Family Medical Leave shall provide the District with thirty (30) days' notice prior to the start of leave when possible. If 30 days' notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances or a medical emergency, notice must be given as soon as practicable.

## 4. Coordination of PFML and ESST/contractual leave

At the request of an employee on Paid Family Medical Leave, the District shall allow the employee to use individual accrued leave at their discretion to supplement the PFML program benefit. At no time will the employee receive more than 100 percent of their usual wages between the PFML benefit and contractual leave. Individual accrued leave shall be paid out on the normal payroll cycle pursuant to Article IX. In the event that an employee is approved for Paid Family Medical Leave for a period of time that was initially covered by ESST or other contractual leave, the District shall provide the employee with the opportunity to pay back the value of some or all ESST or

contractual leave. The District shall re-credit the leave back to the employee's individual leave account.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.
AUTHORIZED REPRESENTATIVE OF East Grand Forks Education Support Professionals
Date
INDEPENDENT SCHOOL DISTRICT NO. 595
Date