



April 16, 2024

Honorable Liz Olson
479 State Office Building
St. Paul, MN 55155

Honorable Sandra Pappas
2113 Minnesota Senate Bldg.
St. Paul, MN 55155

Earned Safe and Sick Time provisions in HF 3882, SF 3787 and SF 5266

Representative Olson and Senator Pappas,

As the Earned Safe and Sick Time provisions advance, in either stand-alone bills or omnibus bills, the education organizations listed above, representing 331 school boards, superintendents, school business officials, and principals are writing to express concerns with the Earned Safe and Sick Time (ESST) provisions.

We want to stress that we are not against ESST or expanding the allowable uses to include bereavement leave. Rather, we are opposed to the state overriding previous contracts that were negotiated in good faith.

As we have previously discussed with you, our concern is reclassifying **“all time previously negotiated and provided”** to an employee by an employer for absences from work due to personal illness or injury, what would commonly be referred to as “sick time”, would now be required to meet or exceed the minimum standards and requirements, as provided in sections 181.9445 to 181.9448. In other words, the hundreds of hours accrued by a school district employee can now be utilized for any of the eligible uses of ESST.

Since the ESST law passed in 2023, many labor and management negotiation teams have agreed to splitting existing sick leave or what is referred to in the bill as “personal injury and illness” provisions into two separate banks ---- one for ESST, as outlined in statute, and one for previously negotiated and earned personal illness and injury time, often referred to as “sick time”.

By splitting the time into two banks, employers balanced implementation of the new ESST benefit that is eligible for broader uses, with existing accrual rates and existing “sick time” hours, of which many have earned and accumulated hundreds of hours over an employee’s years of employment. This agreement honors the new law along with prior bargaining agreements.

Under proposed language, school districts, as employers, will be required to **combine** the banks of time, allowing employees to use previously accumulated earned *personal illness or injury*, commonly referred to as “sick time” under the newly expanded uses of ESST.

We are concerned with the following impacts on school districts:

- Districts have many employees who have hundreds of hours of accrued “sick time” or “sick leave” that could now be used with less notice and expanded eligible uses.
- Potential increased employee absences will subsequently increase substitute costs in all employee classifications.
- Potential increased absences of the staff members best able, best trained, and most effective in their positions to work with students.

We respectfully request any previous leave that was earned and accumulated prior to the enactment of the 2023 Earned Safe and Sick Time law (effective 1-1-24) be governed by the good faith collective agreement at that point in time and be excluded from the new ESST requirements. Any previous leave that was acquired/earned prior to the enactment of ESST should not be redirected or repurposed but used for the exclusive uses as determined in good faith in those signed bargaining agreements.

Our organizations urge state policymakers to honor previously negotiated collective bargaining agreements. We are happy to further discuss our concerns with you as these bills moves forward.

Thank you for your consideration of our concerns.

Respectfully,

Minnesota School Boards Association
Association of Metropolitan School Districts
Minnesota Association of School Administrators
Minnesota Association of School Business Officials
Minnesota Rural Education Association
Minnesota Elementary Schools Principals Association
Minnesota Association Secondary School Principals

Copy: House Speaker Melissa Hortman
House Majority Leader Jamie Long
House Minority Leader Lisa Demuth
Senate Majority Leader Erin Murphy
Senate Minority Leader Mark Johnson