



March 4, 2024

Sen. Sandy Pappas  
2113 Minnesota Senate Bldg.  
St. Paul, MN 55155

RE: SF 3787 - Language proposed on lines 10.31, 10.32, 11.1 and 11.2.

Sen. Pappas,

First and foremost, thank you so very much for the time you took to meet with us last week to discuss SF 3787. We sincerely appreciate your time and willingness to listen to our concerns and suggestions. As requested, we are including suggested language that would help address the issues discussed.

As we discussed, school districts across the State of Minnesota have been negotiating collective bargaining agreements, including agreement with their teachers, effective July 1, 2023. The implementation of Earned Sick and Safe Time in the middle of the 2-year term of the collective bargaining agreement presented challenges; however, many school districts and exclusive representatives have completed the process.

In many cases, labor and management were able to come to an agreement by splitting existing sick leave provisions into two separate banks ---- one for Earned Sick and Safe Time, as outlined in statute, and one for the excess time provided by often “generous sick and safe time policies” referenced in MS 181.9448, Subd. 1. By splitting the time into two banks, employers balanced implementation of the more generous uses outlined in MS 181.9447, with existing accrual rates and existing leave banks accumulated over an employees’ years of employment.

Requiring that “all time provided to an employee by an employer for absences from work due to personal illness or injury” will negatively impact school districts:

- Employers will be required to combine the banks of time, allowing employees to use sick time that was provided (and in many cases negotiated) under the old statutory language.
  - Increased absences will subsequently increase substitute costs in all employee classifications, but most importantly, it will increase absences of the staff members best able, best trained, and most effective in their positions.
  - For many school districts, accrued but unused sick time is paid out to the employee as severance, in many cases at an agreed upon daily rate of pay.

- With the implementation of Paid Family Medical Leave program, further expansion of sick and safe leave will allow employees to be absent for an extended, even excessive, period of time.
- The collective bargaining process is undermined through this language. Employers are required to engage in “good faith bargaining;” yet, employers cannot have faith that legislation will not require additional mandated employee benefits.
  - This pending statutory change will impact ongoing negotiations processes, making ratification more difficult.

Finally, many school districts already provide bereavement leave. The language proposed on lines 6.31 and 6.32, proposed effective the day following enactment, once again impacts language that has been collectively bargained.

We respectfully request consideration that any time provided to an employee by an employer for absences from work due to personal illness or injury prior to July 1, 2024, be excluded from the requirements of the proposed language lines 10.31, 10.32, 11.1 and 11.2.

Our organizations would appreciate the opportunity to further discuss our concerns with you as this bill moves.

Respectfully,

Kimberley Dunn Lewis, Government Relations, Minnesota School Boards Association, Mar  
Tina Burkholder, Committee Chair, Minnesota Association of School Business Officials  
Deb Henton, Executive Director, Minnesota Association of School Administrators

Copy: Rep Liz Olson