

## Information on Earned Safe and Sick Time Law and MOUs

Minnesota Statutes, sections 181.9445-181.9448, are effective January 1, 2024, and provide that an employee who performs work for at least eighty (80) hours in a year in Minnesota accrues a minimum of one (1) hour of sick leave for every thirty (30) hours worked, up to a maximum of forty-eight (48) hours earned in a year. Employees may use accrued sick leave hours as authorized pursuant to State law and the applicable collective bargaining agreement or compensation plan, and are protected from retaliation, adverse action, or discrimination because the employee exercised or attempted to exercise rights protected under applicable law.

MMB has updated [HR/LR Policy #1337 Sick Leave](#) to reflect the updates to state law. Updates to collective bargaining agreements and compensations plans are discussed below.

### Updates to Specific Collective Bargaining Agreements and Plans

The following collective bargaining agreements and plans have been modified in regard to sick time use and accrual for the employees described below:

- American Federation of State, County & Municipal Employees, Council 5 Multiunit (AFSCME)
- AFSCME Unit 8 – Corrections Officers
- Middle Management Association (MMA)
- Minnesota Association of Professional Employees (MAPE)
- Minnesota Government Engineering Council (MGEC)
- State Residential Schools Education Association
- Managerial Plan
- Commissioner’s Plan

### Temporary Employees (e.g., temporary classified, temporary unclassified)

Effective the beginning of the pay period ending January 2, 2024, all temporary employees in the bargaining units and Plans listed above shall be eligible to accrue sick leave per pay period in accordance with the rate and proration schedule in their collective bargaining agreement and use accrued sick leave as provided by their collective bargaining agreement.

### Intermittent, Emergency, and Post-Retirement Option Employees

Effective the beginning of the pay period ending January 2, 2024, all intermittent, emergency employees and Post-Retirement Option employees in the bargaining units and Plans listed above shall be eligible to accrue sick

leave per pay period in accordance with the proration schedule below and use accrued sick leave as provided by their collective bargaining agreement.

<b>Number of Hours Worked/Paid During Pay Period</b>	<b>Number of Hours Accrued</b>
Less than ¼	0
At least ¼, but less than 9 ½	.25
At least 9½, but less than 19½	.75
At least 19½, but less than 29½	1
At least 29½, but less than 39½	1.5
At least 39½, but less than 49½	2
At least 49½, but less than 59½	2.5
At least 59½, but less than 69½	3
At least 69½, but less than 79½	3.5
At least 79½	4

## **Employees Covered in All Other Collective Bargaining Agreements**

Employees covered by a collective bargaining agreement that was not modified who are determined to be eligible for ESST, but who are not eligible to accrue sick leave per pay period in accordance with the rate and proration schedule in their collective bargaining agreement, will accrue sick leave at a minimum rate of one (1) hour of sick leave for every thirty (30) hours worked and may use sick leave in accordance with the law.