

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF MINNESOTA  
AND  
MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES**

This Memorandum of Understanding (“MOU”) between the State of Minnesota (“Employer”), and Minnesota Association of Professional Employees (hereinafter “Association”) is made and entered into this 5th day of ~~November~~ <sup>DECEMBER</sup>, 2023, in order to set forth the collective bargaining agreement (“CBA”) of the parties concerning the accrual and use of sick leave.

WHEREAS, Article 12 Sick Leave of the 2023-25 CBA between the Employer and Association allows for the accrual and use of sick leave;

WHEREAS, Minnesota Statutes, sections 181.9445-181.9448 are effective January 1, 2024, and provide that an employee who performs work for at least 80 hours in a year in Minnesota accrues a minimum of one hour of earned sick and safe time for every 30 hours worked, up to a maximum of 48 hours earned in a year;

WHEREAS, intermittent employees in the bargaining unit may be eligible to accrue and use sick leave under the CBA but may not accrue enough sick leave under Article 12 of the CBA to meet the minimum requirement established under Minnesota Statutes that an employee must earn one hour of sick leave for every 30 hours worked;

WHEREAS, not all emergency, temporary and post-retirement option (PRO) employees in the bargaining unit are eligible to accrue or use sick leave under the CBA; and

WHEREAS, the parties desire to provide employees newly eligible to accrue sick leave benefits under statute with the additional benefits for accruing and using sick leave as provided by the CBA.

NOW THEREFORE, the parties hereto, acting through their respective agents, do hereby agree as follows:

1. Effective the beginning of the pay period ending January 2, 2024, all temporary employees in the bargaining unit shall be eligible to:
  - a. accrue sick leave per pay period in accordance with the rate and proration schedule in the CBA; and
  - b. use accrued sick leave as provided by the CBA.
  
2. Effective the beginning of the pay period ending January 2, 2024, all intermittent, emergency employees and PRO employees in the bargaining unit shall be eligible to:
  - a. accrue sick leave per pay period in accordance with the proration schedule in Paragraph 3 of this MOU; and
  - b. use accrued sick leave as provided by the CBA.

3. Effective the beginning of the pay period ending January 2, 2024, all intermittent and emergency employees in the bargaining unit shall accrue sick leave in accordance with the following proration schedule:

Number of Hours Worked/Paid During Pay Period**	Number of Hours Accrued
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

4. The terms of this MOU shall not be construed to establish any precedent between the parties and may not be offered as evidence in any grievance or arbitration proceeding, except in a proceeding arising from claims brought under this MOU. The parties shall not ever assert or claim that this MOU is a precedent in any current or future personnel action or administrative procedure or litigation of any kind.
8. The parties agree that this MOU constitutes the entire agreement between the parties on the matters addressed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein.
9. The terms of this MOU shall not be construed to place any limits on management rights, so long as such rights are not in conflict with a stated term of this MOU.
10. The Parties agree that they have carefully read and fully understand the terms of and that they are voluntarily entering into this MOU.

**Minnesota Association of Professional Employees**

**FOR State of Minnesota**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

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 Jennifer Claseman  
 Enterprise Director Labor Relations  
 Minnesota Management & Budget

