



Dear Brothers and Sisters,

This communication is intended to inform all of you about the process our Local Unions endured during the implementation and rollout of the MN State Earned Sick and Safe Time (ESST) policy from the company.

Firstly, we would like to reiterate on the backstory as to how we got to where we are with paid sick-leave. Every Local Union has been asking for sick days for decades now during bargaining, to no avail, at the sole discretion of the company. During the pandemic, the lack of sick days did not go unnoticed by lawmakers when employers forced employees to stay home due to exposures encountered (sometimes at their place of employment, at no fault of their own). The company's answer to this issue while our members were affected was that they can use their vacation to offset the pay difference during the waiting week for S&A. We deemed this as an unacceptable option. Fast-forward to 2023, the State Legislature adopts MN ESST as law with a tentative start date of January 1, 2024.

We spent the last six or more months reminding the company that they need to establish a policy that complies with the impending date of commencement of the ESST law. As per usual, the company decidedly drug their feet beyond the last minute while more than likely trying to find a way around having to comply with the law. In fact, the first time we did actually meet on the issue, their standpoint is that the Union could/should bargain themselves out of the State mandated benefit. Obviously, that did not happen.

In a last-ditch effort to circumvent the law, the company called a meeting with us late last week to inform both Local Unions that they intend to unilaterally direct a combination of our vacation time/floating holiday to satisfy the State's requirement of ESST, with the claim that the law dictates that vacation can satisfy the requirements (which the law does state). We had considered this as an avenue they would attempt, so both locals collaboratively came prepared to the meeting to combat their BS proposal with a combination of our contract language and the State Law language as ammunition. It's safe to say that the Local Unions prevailed in the fight to acquire the lawful benefit which will be extremely beneficial to every member of our Local Unions, the same might not be said for non-union employees in other sectors.

In Collaborative Solidarity,

USW Local 1938 & USW Local 2660

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