



**State Employees Association
Of Kansas
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**Testimony before the House Committee on
Commerce, Labor & Economic Development
in Opposition to HB 2426**

Mr. Chair and members of the committee, my name is Gary Adkins and I am Executive Director of the State Employees Association of Kansas. Thank you for the opportunity to present testimony.

Today I speak in opposition to HB 2426. Case law, including at least three Kansas Supreme Court cases, provides that a contract exists between the state and KPERS members. This contract is protected under Article 1, Section 10 of the United States Constitution. Specifically, the courts held that when employees entered KPERS, they attained contractual rights which may not be eliminated or substantially changed by unilateral action. Any changes to the system must not disadvantage, or be detrimental to members.

Also, it should be noted that employees who may use accumulated sick and vacation leave in the calculation of final average salaries is dwindling. In 1993, the legislature removed the benefit for all new employees. Our research has shown that, as of 2013, about 25,000 members were eligible for this benefit and that number decreases by 3, 000 to 4,000 every year. Furthermore, only about 20% of eligible employees use the benefit. As such, we estimate that the issue will become moot within the next six to eight years.

In summary, it is our opinion that this bill, as proposed, is in violation of the contract clause of the United States Constitution and the bill is unnecessary in that it seeks to address an issue that will soon go away.

Thank you for the opportunity to testify before you today.

Case Citations:

Shapiro v KPERS 216 Kan 353
Singer v. City of Topeka, 227 Kan 256
Brazelton v. KPERS, 227 Kan 443