

Letter of Understanding

Between

Benedictine Living Community - St. Anne of Winona, MN

And

United Food and Commercial Workers Union (UFCW) - Local 1189

Amend Contract Language – CBA 2/1/23 – 1/31/26

- **Article 8. Termination of Employment, Section 2. Resignation**
- **Article 11. Paid Time Off, Section 2. Use**

The parties agree to align the PTO payout terms and conditions within the contract language to that of the Employer's policy.

8.2 Current Language: Resignation. Employees choosing to terminate their employment must put their intent in writing. No new PTO will be honored during the employee's separation period. The Employer requires a minimum of a two (2) week notice (four (4) week notice for Registered Nurses, Licensed Practical Nurses, Resident Assistants and Trained Medication Assistants) to begin the process to adequately fill the position. Failure to provide and fulfill this notice period will result in forfeiture of accrued PTO. Employees must return all facility property no later than their last day worked.

8.2 Omit Language: Resignation. Failure to provide and fulfill this notice period will result in forfeiture of accrued PTO.

11.2 Current Language: Use. (¶ 3, 4 and 5). For re-hires, length of service and accruals will be calculated based on the most recent hire date, not based on the original date of hire, in which the waiting period is reapplied.

When employees move from a PTO-eligible status into an ineligible status, any remaining available balance will be paid out only after successful completion of scheduled shifts prior to the status change and a two-week notice.

When employees move from a PTO-ineligible status into an eligible status, PTO accruals will be based on the date of eligibility status change, not on the date of original hire or rehire, where the waiting period applies. If the change to an ineligible status coincides with a change in pay, PTO payout will be compensated at the employee's wage in effect immediately prior to the status change. Employees will be allowed to retain and use any accrued TOU when moving into a PTO eligible status. However, the employee will be required to use any accrued PTO first for any absence prior to using any accrued TOU.

11.2 Replace With: Use. For re-hires, length of service and accruals will be calculated based on the most recent hire date, not based on the original date of hire, in which the waiting period is reapplied. Accrual rates for associates who are terminated and subsequently rehired within 30 days will retain their original hire date for PTO accrual purposes.

When associates change from a PTO-eligible status to an ineligible status, unused PTO accrual, if any, will be paid out on the pay period coinciding with or following the status change being processed. When associates move from a PTO-ineligible status to an eligible status, the PTO accrual rate will be based on their hire date or rehire date. Employees will be allowed to retain and use any accrued TOU

when moving into a PTO eligible status. However, the employee will be required to use any accrued PTO first for any absence prior to using any accrued TOU.

Signed:

Colleen D. Stipan

Employer

Alberto Jimenez

UFCW Local 1189

Date:

7/7/2023

7/11/2023