

**LETTER OF UNDERSTANDING  
EARNED SICK AND SAFE LEAVE POLICY**

Wilson-McShane Corporation and United Food and Commercial Workers Union, Local #1189, both parties to a collective bargaining agreement effective September 1, 2023, through August 31, 2026, agree to implement changes to Article 5, Section 5.2 and Article 7, Section 7.1, necessary to comply with Minnesota's Earned Sick and Safe Leave law, which is effective January 1, 2024.

Therefore, effective January 1, 2024, Article 5, Section 5.2 and Article 7, Section 7.1 will be replaced with the following:

**Article 5, Holidays**

- 5.2 In order to qualify for Holiday pay, employees must work the day preceding the holiday or have an excused absence. Unscheduled absences will be reviewed on a case-by-case basis. Dishonesty may lead to discipline, including up to termination.

If any of the above holidays fall on a regular day off not counting weekends, the employee will not receive extra days off or pay for the above-mentioned holidays.

**Article 7, Sick Days**

- 7.1 Regular Employees shall be entitled to twelve (12) days' sick leave annually with full salary, accumulating a balance up to eighty-four (84) sick days. All regular Employees who have been employed less than one (1) year shall accrue sick leave based on one (1) day after the first 80 hours worked and then one (1) day per month following the first sixty (60) days of employment. A doctor's certificate or employee statement may be requested by the Employer in accordance with state law, or where there is a pattern of abuse of sick leave by an individual. An employee may utilize their unused sick time balance in one (1) hour segments for a doctor's appointment.

Employees shall have the ability to use accrued sick leave for reasons in accordance with local and state law and under the Collective Bargaining Agreement. Dishonesty may lead to discipline, including up to termination.

When an Employee is out ill; they must first use their paid sick leave, then vacation time. Example: An employee cannot be out for a month, use sick leave, and leave their remaining vacation to be taken when they return to work.

Employees receiving such leave shall continue to accrue seniority. The Union and the Employer may upon written agreement extend the sick leave beyond six (6) months, but such agreements shall specify whether or not the seniority shall continue to accrue. Employer, upon request, may require medical proof of illness.

[signature page follows]

Wilson-McShane Corporation



Karen M. Holt  
President and CEO

November 6, 2023

Date

United Food & Commercial Workers, Local #1189



Stacy Spexet  
Union Representative

6 November 2023

Date