



Memorandum of Understanding between US FOODS and United Food & Commercial Workers Union
Local 1189 regarding
MN SICK & SAFE LEAVE LAW effective January 1, 2024.

This memorandum is to address the new MN Sick & Safe Leave law and ensure compliance with MN Law.

Effective January 1, 2024, Article 12 of the Collective Bargaining Agreement between the parties shall read as follows:

SECTION 12.1 VACATION ALLOWANCE:

Employees covered by this Agreement who have one (1) year service on their anniversary date with said Company or said shop shall receive one (1) weeks vacation with pay.

Employees covered by this Agreement who have two (2) years service on their anniversary date with said Company or in said shop shall receive two (2) weeks vacation with pay.

Employees covered by this Agreement who have eight (8) years service on their anniversary date with said Company or in said shop shall receive three (3) weeks vacation with pay.

Employees covered by this Agreement who have fifteen (15) years of service on their anniversary date with said Company or in said shop shall receive four (4) weeks vacation with pay.

Employees covered by this Agreement who have twenty (20) years of service on their anniversary date with said Company or in said shop shall receive five (5) weeks vacation with pay.

In addition to the vacation provided above, effective January 1, 2019 employees will become eligible for six (6) ~~four (4)~~ floating holidays ("Floaters") on January 1st of each year, except in the case of new hires. New hire employees will become eligible for Floaters on January 1st following the year in which they are hired in accordance with the schedule listed below:

Hire Date	Number of Floaters
01/01 - 03/31	5 3
04/01- 06/30	4 2
07/01 - 09/30	3 1
10/01 - 12/31	1 0

SECTIONS 12.2 VACATION SCHEDULING:

Employees eligible for two (2) or more weeks of Vacation shall be allowed to take two (2) consecutive weeks Vacation.

By mutual agreement between the Company and the employee, employees eligible for three (3) weeks Vacation shall be allowed to take three (3) consecutive weeks of Vacation.

Employees shall be allowed to take Vacation one (1) day at a time by mutual agreement between the Company and the employee. Vacation/Floater schedules shall be posted by March 15th and vacations selected on the basis of seniority by April 15th of each year. The approved Vacation/Floater schedule shall be posted by May 1st of each year. Employees who fail to select by April 15th will be placed at the bottom of the seniority list for the purpose of vacation selection.

Vacation/Floaters shall be scheduled during the summer months to the greatest extent possible. The senior employee shall have first choice as to available Vacation periods.

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Employees will be allowed to carry over forty (40) hours of Vacation/~~Floater~~s. All hours in "roll over" in excess of forty (40) hours shall be paid out to the employee in the first pay after December 31st of each calendar year.

Vacation scheduling shall be separate between Meat Cutters and Non-Meat Cutters (provided only one Inventory Control employee shall be granted vacation at a time).

SECTION 12.3 COMPUTATION OF VACATION/PAID DAYS OFF (PDO):

Weekly Vacation Pay shall be paid at the rate of forty (40) straight time hours per vacation week (five 8-hour days or four ten-hour days depending on the employee's schedule). Daily Vacation Pay shall be paid at the rate of eight (8) or ten (10) straight time hours per vacation day, depending on the employee's schedule. Vacation hours shall count as time worked.

- A) **Full-Time:** Full-time employees who have worked 1600 hours or more in their anniversary year shall be entitled to a full vacation period. If an employee works less than 1600 hours in anniversary year, they shall receive one-tenth (1/10th) of full vacation period for each 160 hours worked.
- B) **Part-Time:** Part-time employees who work 1040 hours during a twelve (12) month period from their anniversary date shall be entitled to a pro-rated vacation based on their straight time rate of pay at the time of taking vacation.
- C) There will be no compounding of overtime when calculating vacation pay.

SECTION 12.4 VACATION PAY:

Employees who have earned two (2) or more weeks of Vacation may elect to take up to fifty percent (50%) of their earned time in pay, in lieu of time off.

State and Federal tax deductions on vacation checks will be computed on individual week basis.

When a Holiday occurs during an employee's vacation, such employee shall be granted an additional day off with pay.

SECTION 12.5 TERMINATION OF EMPLOYMENT:

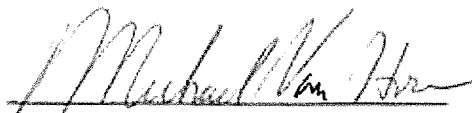
Full time employees whose employment is terminated after one (1) year for any reason except for just cause, shall be paid vacation earned and accrued on a pro-rated basis. An employee who gives the Company at least one (1) week notice of their intent to terminate and works during the notice period, except in the case of emergency or proven illness, will receive all earned and accrued vacation on a pro-rated basis. Failure to provide said notice of termination shall result in the loss of accrued vacation/ PDO.

Unless discharged for just cause, full time employees who have been employed less than one (1) year who are permanently terminated shall receive Vacation pay on a pro-rated basis, provided they have been employed six (6) months or more from their anniversary date of employment.

SECTION 12.6 SINGLE DAY VACATION/FLOATER:

- A) Use of vacations must be approved in advance by management with the exception of emergency situations. An emergency situation shall be defined as a death in the family, not otherwise covered under funeral leave, or hospitalization of a family member. Management may request appropriate documentation.
- B) An employee may use a Floater if they are sick so as to not lose a day's wage and not incur a point under the Company's attendance policy, in accordance with the State of Minnesota's Earned Sick/Safe Time statute. The Company may require a physician's note to verify if an Employee has used sick/safe time for authorized purposes when he/she are absent for three (3) or more consecutive days. If the Company finds out that sick/safe time has been abused, Employees may be subject to disciplinary action.
- C) An employee who is sick and uses a Floater and who continues to be sick may then take subsequent days off due to illness using vacation in single day increments with management approval based on the workload or with appropriate documentation from a physician.
- D) Accrued and unused Floaters will be paid out for up to 6 days of accrued but unused time, as long as the Employee is employed by the Company as of December 31. Accrued and unused Floaters will not be paid out for that year to employees who leave the Company, voluntarily or otherwise, before the end of the calendar year except for retirements.

AW 2/5/24



Michael Van Hove, General Manager
St. Paul Stock Yards

2/5/2024

Date



Abe Wangnoo, Secretary – Treasurer
UFCW Local 1189

2/5/2024

Date