

**Letter of Understanding**  
**Between**  
**Cerenity Senior Care – White Bear Lake, MN**  
**And**  
**United Food and Commercial Workers (UFCW) Union Local 1189**  
**Amend Contract Language – CBA 1/1/22 – 12/31/23**

The parties agree to align the Vacation Payout terms and conditions within the contract to that of the Employer's policy and non-contract employees.

**Article 8, Sec. 2 - Termination of Employment**

**Current Language:** Employees covered by this Agreement electing to resign or quit their employment shall give the Employer two (2) week's written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may leave sooner when competent replacement can be made by the Employer. The Employer is to furnish printed forms of such resignation. ~~Employees who terminate their employment without giving the Employer the required notice or leave their employment before the end of the two (2) week period shall forfeit all accrued vacation time since their last anniversary date of employment and other benefits to which such employees may be entitled, except wages earned and earned vacation pay through the date of their last employment.~~ The Employer shall give regular full-time employees two (2) weeks written notice of termination or two (2) week's pay in lieu thereof, except in the case of a discharge for just cause.

**Amended Language:** Employees covered by this Agreement electing to resign or quit their employment shall give the Employer two (2) week's written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may leave sooner when competent replacement can be made by the Employer. The Employer is to furnish printed forms of such resignation. The Employer shall give regular full-time employees two (2) weeks written notice of termination or two (2) week's pay in lieu thereof, except in the case of a discharge for just cause.

**Article 10, Sec. 1.1 – Vacations**

**Current Language:** Employees who have completed one (1) year of service - one (1) week of vacation. (.0200 hours per compensated hour). This may include not less than one (1) weekend, or two (2) individual weekend days if requested. Employees shall be entitled to use vacation after ninety (90) days of continuous service in an eligible status. ~~Vacation is employer sponsored for the first thirteen (13) months and will not be paid out if no longer employed in an eligible status or termination until the 12th month.~~

**Amended Language:** Employees who have completed one (1) year of service - one (1) week of vacation. (.0200 hours per compensated hour). This may include not less than one (1) weekend, or two (2) individual weekend days if requested. Employees shall be entitled to use vacation after ninety (90) days of continuous service in an eligible status.

**Article 10, Sec. 5 – Vacations**

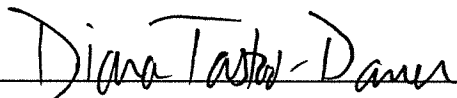
~~Current Language: Employees who are terminated by the Employer or resign and give the proper written notice of resignation, as required in Section 8.2 of Article 8 of this agreement shall be entitled to receive vacation pay in lieu of vacation to the extent that such vacation pay has been earned and accrued on the date of termination of employment, except that an employee who resigns within twelve (12) months from the date of his initial employment shall receive no vacation pay upon termination of employment.~~

**Amended Language: Vacation Pay Upon Termination.** The employer will provide the same terms and conditions as the Employer's non-contract employees.

Signed:



Employer



UFCW 1189

Date:

August 7, 2023

8/7/23