

LETTER OF AGREEMENT

This Letter of Agreement (hereinafter “Agreement”) is made and entered into by and between The Waterview Pines, LLC, a Minnesota limited liability company, with a principal executive office at 1345 Corporate Center Curve, Eagan, Minnesota 55121 (the “Employer”), and the United Food and Commercial Workers International Union, Local 1189, an organization doing business at 266 Hardman Avenue North, South Saint Paul, Minnesota 55075 (“UFCW” or the “Union”). The Employer and the Union are referred to collectively as (the “Parties.”)

RECITALS

WHEREAS, the Parties are bound by a Collective Bargaining Agreement (“CBA”) effective on February 1, 2024, through January 31, 2027;

WHEREAS, on June 13, 2025, the Employer notified the Union of its decision to transition to a centralized payroll system across all facilities affiliated with Monarch Healthcare Management LLC. As part of this change, employees will receive a one-time payroll payment covering a seven (7) day pay period (the “Transition Pay Period”) prior to the start of the new standardized fourteen (14) day pay period, which will begin for all locations effective July 24, 2025; and

WHEREAS, on June 24, 2025, the Union raised a concern that the Transition Pay Period could result in employees not meeting the eligibility requirements set forth in Article 14.3, Section 1 of the CBA, thereby potentially affecting their insurance coverage and the Employer’s insurance contribution;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:


1. Eligibility Requirement. The eligibility requirements set forth in Article 14.3, Section 1 of the CBA will be suspended for the month of July 2025. Any employee who would have otherwise qualified for health benefits prior to or during the implementation of the Transition Pay Period will be deemed to have met the eligibility requirements set forth in Article 14.3, Section 1 of the CBA.
2. Release of Claims. Consistent with Article 14 of the Parties’ Collective Bargaining Agreement, and in consideration of the terms set forth in this Agreement, the Union and the Employee, on behalf of themselves and all affected bargaining unit members, fully and irrevocably release and discharge the Employer from any and all claims, demands, liabilities, and causes of action arising out of or relating to any alleged violations of the Health and Welfare provisions set forth in Article 14 of the CBA.
3. Non-Precedent Setting. This Agreement is made on a non-precedent setting basis and shall not be construed as establishing a past practice or binding precedent for any other employee, classification, or circumstance.

4. No Modification Without Written Agreement. This Agreement may not be modified, amended, or altered except by a written agreement signed by both Parties, expressly referencing this Agreement.
5. Entire Agreement. This Agreement constitutes the full and complete understanding between the Parties regarding the subject matter hereof and supersedes any prior agreements or understandings, whether written or oral. No verbal modifications shall be recognized.
6. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the remaining provisions shall remain in full force and effect.
7. Survival. Any provisions of this Agreement that by their nature should survive termination or expiration shall so survive.
8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, predecessors, heirs, successors, and assigns.
9. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, PDF, or electronic signature shall be deemed as valid as an original signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Accepted on behalf of UFCW Local 1189

By: 
Tuan Vu, Its Union Representative

Dated: 8-8-25

Accepted on behalf of The Waterview Pines, LLC

By: Katie Collins
Katie Collins, Its Regional Director of Operations

Dated: 08 / 06 / 2025