

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ESSENTIA HEALTH**

*d/b/a*

**ESSENTIA HEALTH - LAKEWALK CLINIC PHARMACY**

**ESSENTIA HEALTH - PROCTOR CLINIC**

**ESSENTIA HEALTH - TWO HARBORS PHARMACY**

**ESSENTIA HEALTH - SILVER BAY PHARMACY**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL #1189**



**April 1, 2024 through March 31, 2027**

**UFCW LOCAL #1189 OFFICES**

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## **PREAMBLE**

This agreement is made and entered into effective **April 11, 2024** (the date of ratification) and is by and between SMDC Medical Center, d/b/a Essentia Health Lakewalk Clinic Pharmacy, Essentia Health Proctor Clinic, Essentia Health Two Harbors Pharmacy and Essentia Health Silver Bay Pharmacy, collectively referred to as (“Employer”) and the United Food and Commercial Workers (UFCW), Local 1189 (“Union”).

## **ARTICLE 1 RECOGNITION**

1.1 The Employer recognizes the Union as the exclusive bargaining representative for regular full and part time employees of Essentia Health Lakewalk Clinic, Essentia Health Proctor Clinic, Essentia Health Lakewalk Pharmacy, Essentia Health Two Harbors Pharmacy and Essentia Health Silver Bay Pharmacy who are engaged in primary care but excluding RN’s and other professional employees, managers, engineering and maintenance employees, guards and security employees, supervisors and technical employees. Technical job classifications of Pharmacy Technician, Medical Lab Technician and Phlebotomist existing as of April 1, 2011 shall be grandfathered and remain a part of the unit; however, any other existing and future technical positions (except LPN’s) shall be excluded.

1.2 The Employer agrees not to enter into any other agreement with any other labor organization during the life of the Agreement with respect to employees covered by this Agreement.

1.3 The Employer shall give the Union and the employee affected seven (7) calendar days notice of the termination of employment when the termination is caused by the sale of the Employer’s business.

1.4 If the Employer intends to subcontract any work now being performed by members of the bargaining unit, the Employer shall give sixty (60) days’ notice to the Union of the intent to enter into any subcontracting arrangement that would affect present union employees and during the sixty day period shall meet with the Union to discuss the work to be subcontracted.

## **ARTICLE 2 MANAGEMENT RIGHTS**

2.1 Except as specifically limited by the express written provisions of this Agreement, the management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer.

This provision shall include, but is not limited to, the rights: to maintain and improve efficiency; to appropriately determine the quality and quantity of work performed; to hire, promote, demote, classify, transfer, layoff, and suspend employees; to discipline or discharge for just cause any employee pursuant to the Employer’s policies; to determine the number of employees to be employed; to assign and delegate work; to determine

whether to fill vacancies; to enter into contracts for the furnishing and purchasing of supplies and services; to make, enforce and alter, from time to time, rules, policies, and regulations and to require employees to observe these Employer rules, regulations and policies; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of services to be provided; to determine the nature and kind of business conducted by the Employer; to determine the kinds and locations of facilities, equipment and materials to be used; to determine the control of materials and parts; to determine the methods and techniques of work; to determine the content of jobs; to determine the schedules of work; to determine the extension, limitations, curtailment or cessation of operations or any part thereof; to contract or subcontract work; to change, modify, or discontinue existing methods of service and equipment to be used or provided; to discontinue jobs; to decide employee qualifications; to determine the content of any job and the duties assigned thereto; to evaluate the performance of all employees; and to manage and administer the Employer's operation.

### **ARTICLE 3 LABOR MANAGEMENT COMMITTEE**

3.1 The parties agree that cooperation, understanding and a harmonious relationship promote efficient performance which is in the interest of patients, employees and the Employer. To this end, the parties agree to establish a labor management committee and empower the committee to discuss matters other than formal grievances which may arise and which are appropriate topics for a labor management committee meeting.

3.2 The Labor Management Committee shall consist of up to three representatives of the Union (each of whom must be in different job classifications) and three Employer representatives. Bargaining unit members of the committee shall be paid for actual time, not to exceed two hours, spent in attendance at committee meetings.

3.3 The committee shall meet quarterly, or on an as-needed basis, not to exceed six times per year. Meetings shall follow an agenda, which shall be distributed in advance of each meeting. The committee will discuss issues but shall have no authority to modify this Agreement. The committee shall not have jurisdiction over any issues that are governed by the grievance process.

### **ARTICLE 4 UNION SECURITY**

4.1 All present employees who, on the date of the execution of the Agreement, were members of the Union in good standing in accordance with its Constitution and Bylaws shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of the Agreement. After thirty-one (31) calendar days of employment all employees, as a condition of employment, shall maintain their membership in the Union in good standing for the duration of the Agreement.

4.2 Employees on their date of hire shall complete and sign applications for membership in the Union and authorization for Union fees deduction, which applications and authorizations may be electronic; such forms to become valid on the 31st calendar day following the date of hire. Regular deductions shall be made from the payroll

thereafter and said deduction shall be remitted to the Union by the 15th of the ensuing month.

4.3 In the event no wages are then due the employee, the deduction for such month shall be made from the first wages next due the employee.

4.4 The Employer agrees under Articles 4.1 and 4.2 above to furnish to each new employee for completion a Union Membership Card and Dues Deduction Authorization Card at the time of hiring, which may be in electronic form.

4.5 The Employer shall not enter into any agreement, written or verbal, with the employees coming under the jurisdiction of this contract, either individually or collectively, which in any way conflicts with the terms and conditions of this contract.

4.6 The Employer will not discriminate against any employee because of membership in the Union or for any legitimate Union activity conducted by such employee. The union agrees, however, that the Union and the employees covered by this contract will not conduct or carry on any Union activities on the Employer's premises, which will materially interfere or tend to interfere with the operation of the organization.

4.7 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, and liabilities that arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any list, notice or authorization that shall have been furnished the Employer under any of such provisions.

4.8. The Union shall furnish to the Employer a complete list of union stewards and the name of the local president twice per year on January 15 and July 15, and shall also furnish updated lists at the request of the Employer up to two additional times per year.

4.9. After the conclusion of the Employer's scheduled general orientation program for new hires, a representative of UFCW will be allowed up to 15 minutes to meet with the new bargaining unit member. Such time will be unpaid.

4.10. The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of each employee who voluntarily provides the Employer with a written authorization to do so. Deductions will be taken each pay period in the amount designated by the employee and remitted to the Union along with the Union dues. The Employer is not responsible for the management or administration of the Active Ballot Club expenditures. The Union shall indemnify and hold Employer harmless from any and all claims arising from the deduction and remission of contributions.

## **ARTICLE 5 DEFINITIONS**

5.1 **Work Week and Work Day.** The work week for computation of regular and overtime hours and other wage related items consists of a seven (7) day period commencing with the first (day) shift on Monday and concluding at the end of the last

(night) shift on the Sunday following. The work day is a twenty-four (24) hour period beginning with the day shift.

5.2 **Full-Time Employee.** A “full-time employee” is an employee regularly scheduled to work forty (40) hours during a work week. Occasional scheduling for less than forty (40) hours in a work week shall not deprive an employee of regular full-time status if the employee is otherwise entitled to such status.

5.3 **Part-Time Employee.** A “part-time employee” is an employee regularly scheduled to work less than forty (40) hours during a work week. Other provisions of this Agreement may require a different number of hours for eligibility, but such eligibility requirements do not alter this section’s definition of part-time employee.

5.4 **Casual Employee.** A “casual employee” is an employee who is not regularly scheduled for work and who works on an as-needed basis. No casual employee shall be allowed to work so long as any regular full-time or part-time employee in the same department and job classification who is willing to work is laid off or working involuntarily reduced hours.

A "casual employee" is not assured of the availability of work on a regular and continuing basis and is not obligated to report to duty each time the employee is requested to work. However, to maintain "casual" status, employees shall be available to work one (1) shift each scheduling period, including at least one (1) weekend shift every two (2) scheduling periods, if applicable. In-services shall not count toward fulfilling these requirements. Casual employees are outside the scope of this labor agreement.

5.5 **Temporary Employee.** A “temporary employee” is an employee outside the scope of this labor agreement. This employee is hired to substitute for a specific absent employee when the absent employee’s position cannot be filled under the Temporary Vacancy Language or an employee is hired to work on a project of limited duration. A temporary position shall have a definite ending date but shall not exceed 180 days. If a temporary position needs to extend beyond 180 days, the Employer will make reasonable efforts to notify the Union in writing indicating the reason for the extension. Temporary employees’ service may be terminated at the end of the designated hiring period without just cause, and they shall not have access to the grievance and arbitration provisions of Article 27.

The Employer will make a list of temporary employees, including position title, agency name, start date, estimated end date, reason for hire, and agency hourly bill rate, available to the Union upon request not more than four (4) times per year.

5.6 **VTO.** Voluntary Time Off (VTO) is defined as non-paid time off initiated by either the Employee or the Employer and approved by the Employer. VTO hours accrue benefits but do not count toward the computation of overtime.

5.7 **MTO.** Mandatory time off is defined as non-paid time off assigned to an Employee by the Employer. MTO hours do accrue benefits but do not count toward the computation of overtime.

5.8 **Volunteer.** It is recognized that the Employer has great need for volunteer workers. These volunteers provide a valuable contribution to the welfare of the patients and to the operation of the Employer and in no way interfere or conflict with the rights of the employees. The Employer shall continue to have the right to avail itself of all services of this nature. Neither the Union nor its members shall interfere in any way with the activities or duties of any such volunteers. If any disagreement should develop, it shall be a matter of discussion between the Employer and the Union designated representatives in an effort to resolve the issue, and is subject to the grievance procedure. The Employer will not utilize volunteers in any manner that will displace bargaining unit employees nor create a situation that the need for additional staff will be eliminated.

5.9 **Benefit Eligible Employee.** A Benefit Eligible Employee is an employee whose authorized FTE is equal to or greater than 0.6.

## **ARTICLE 6 SENIORITY**

6.1 Total Seniority is defined as the length of an employee's continuous employment with the Employer, measured from the most recent date of hire, including any recognized predecessor employer. First Solutions is a recognized predecessor employer, provided there was no gap in service between the employee's last date of employment for First Solutions and the first date of employment with Essentia Health.

6.2 An employee's total seniority shall accumulate continuously from the most recent date of hire until terminated by any of the reasons enumerated in Paragraph 6.3 below. When two or more people are hired on the same date, their seniority shall be determined by employee's date of birth, with the eldest prevailing.

6.3 Seniority shall be terminated:

- (a) When an employee is discharged.
- (b) When an employee resigns or quits.
- (c) When an employee fails to report for work as scheduled after a leave of absence or a suspension.
- (d) When an employee is laid off or has been off the job for a non-work related injury or illness for a period of time equal to the employee's length of service with Employer or one (1) year, whichever is less.
- (e) When an employee fails to report for work from layoff or from a non-work related injury or illness after being notified by certified mail that the employee should report for work.
- (f) When an employee fails to report for work from a work-related injury or illness within five (5) calendar days after having been released to return to work by the employee's treating physician and notified by the Employer that work within the employee's restrictions, if any, is available.

6.4 The Employer will prepare a current seniority list of the employees covered by this agreement by January 31 of each calendar year. The Employer will post the seniority list upon a bulletin board. On or before February 15 of each year the employees may file with the Employer any objection to the seniority list. Within twenty (20) calendar days of such posting, the Union and the Employer shall attempt to resolve any differences regarding the seniority list. All grievances related to seniority shall be filed only through the union representative.

## **ARTICLE 7 PROBATIONARY PERIOD**

7.1 Upon commencement of employment all employees shall serve a probationary period of 520 hours worked. The Employer may extend this probationary period for an additional 200 hours worked upon mutual written agreement between the Employer and the Union. It is understood that this written agreement will include the reasons justifying the extension of the probationary period. Employees shall have no seniority rights during the probationary period nor shall employees have the right to bid on another position during the probationary period. Upon completion of the probationary period, the employee will be credited with seniority from the employee's starting date. Probationary employees may be discharged or disciplined at the sole discretion of the Employer and without right of appeal.

## **ARTICLE 8 COMPLIANCE WITH POLICIES**

8.1 Employees shall at all times comply with all policies, procedures, rules and regulations promulgated by the Employer, including, but not limited to, policies, procedures, rules and regulations governing patient care, ethics, work place behavior, dress code, confidentiality and use of Employer property.

## **ARTICLE 9 WORK HOURS AND OVERTIME**

9.1 The normal work period shall be forty (40) hours during a period of one week, Monday through Sunday. This definition shall not be construed as a guarantee of any particular schedule, number of hours, or as a limitation on the Employer's right to require overtime. Time and one-half will be paid for any hours worked in excess of forty (40) per week. Holiday and PTO hours will be counted in the computation of overtime.

9.2 Overtime payments shall not be duplicated for the same hours worked and to the extent that hours are compensated for at overtime rates under one provision they shall not be counted as hours worked in determining overtime under the same or any other provision. The same shall apply to premium pay so that premium pay shall not be permitted or duplicated for the same hours worked.

9.3 The general practice of scheduling work, with exceptions for emergencies, will be as follows:



- (a) The Employer shall not reduce or change hours from the posted schedule for the purpose of avoiding the payment of overtime unless by mutual agreement.
- (b) After a schedule is posted an employee may switch work hours with another employee in the employee's job classification upon mutual agreement provided it does not result in the payment of overtime, both employees are qualified to perform the duties of the other and the supervisor is informed of and consents to the switch at least 24 hours prior to the start of the first shift affected.
- (c) Employees shall be allowed a fifteen (15) minute rest period for each four hour period of work. Employees working shifts of six (6) hours or more shall be entitled to two (2) fifteen (15) minute rest breaks during the shift. Employees working shifts of six (6) hours or more shall be entitled to an unpaid lunch break of one-half (1/2) hour. An employee working a six (6) hour shift may elect to forgo the unpaid lunch break and be regularly scheduled for six (6) hours only if the employee's supervisor agrees to such an arrangement. Management agrees to exercise its best efforts consistent with business needs to ensure that employees get their breaks.
- (d) Work schedules will be posted 14 calendar days in advance of the date they go into effect. Once the schedule is posted, no changes shall be made to the schedule unless by mutual agreement.
- (e) There shall be no split shifts scheduled, unless by mutual agreement between the affected employee and the Employer.
- (f) Except for employees whose designated FTE is 0.4 FTE or less, regularly scheduled shifts shall be a minimum of four (4) hours unless by mutual agreement between the affected employee and the Employer.
- (g) All employees will be allowed twelve (12) hours off between shifts, unless the employee volunteers to work a shift with less than twelve (12) hours off or by mutual agreement.
- (h) An employee shall not be scheduled more than two different start times during the work week unless the employee volunteers for more than two different start times in a week. An exception to this rule would be that a pharmacy technician who is hired to work a specific schedule that includes a rotation of pharmacy locations and start times could be scheduled for more than two different start times in a week, provided that the potential variability of schedule is communicated in writing at the time the technician accepts the position.
- (i) When practicable to do so, the Employer will offer available extra hours/shifts to employees in the following sequence:
  - 1. Qualified full and part time employees by bargaining unit seniority who volunteer and where the work would be at straight time.

2. Qualified casual employees who volunteer and where the work would be at straight time.
3. If the extra hours/shifts cannot be filled through 1 and 2 above then to qualified full-time and part-time, employees by bargaining unit seniority where some or all of the extra hours/shifts may be at overtime.
4. If the extra hours/shifts cannot be filled through 1, 2 or 3 above, then to qualified casual employees where some or all of the extra hours/shifts may be at overtime.
5. If the extra hours/shifts are not filled under 1 through 4, the Employer will assign the hours/shift to any available qualified full-time or part-time employee in the reverse order of bargaining unit seniority, on a rotating basis.

9.4 An employee who sustains an on-the-job injury requiring immediate treatment by a physician will be paid for the hours the employee was scheduled to work that day if unable to return to work due to the injury, as verified by the treating physician.

9.5 Mandatory department meetings, including those held during an employee's lunch break, shall be considered paid time. Employees shall furnish their own lunches on paid lunch breaks.

9.6 An employee who wishes to reduce the employee's FTE status must make a formal written request to the employee's manager and/or supervisor for the reduction of hours. The manager and/or supervisor will take into account the needs of the classification, department and operation in deciding whether such a request can be approved. If the manager and/or supervisor do not object to the request, it will be forwarded to Labor Relations. Labor Relations will then notify the employee and union in writing of the decision and any conditions for approval, whether the employee may be required to return to the employee's posted FTE status and what the reduction in benefits will be.

9.7 An employee's regular schedule shall reflect the employee's authorized FTE. If an employee exceeds the employee's authorized FTE for over a 6-month period, the FTE may be adjusted or a written explanation will be provided as to why it was denied, unless the following factors apply:

- i. Whether the employee was filling in for a posted vacant position,
- ii. Whether the employee was filling a temporary position as defined under Article 12, including any consecutive leaves of absence.

An employee shall have the right to challenge through the grievance procedure any perceived discrepancy between the employee's regular schedules and the employee's FTE.

**ARTICLE 10**  
**TEMPORARY ASSIGNMENTS**

10.1 With notification to the union, an employee may be temporarily assigned to work at any of the Employer's work sites, within the East Market, when vacancies or requirements of work require such assignment. A temporary assignment will not normally exceed forty-five (45) consecutive calendar days. A temporary assignment may be extended beyond the initial term by mutual agreement between the employee and management and the union is notified.

10.2 When the need for a temporary assignment exists the Employer will follow the following sequence in selecting among only those employees qualified for the assignment:

- (a) First, request volunteers from qualified available full-time and part-time employees in order of seniority.
- (b) Second, request volunteers from qualified available casual employees.
- (c) Third, if practicable, require the least senior full-time or part-time employee to take the assignment, on a rotating basis.

10.3 An employee who is temporarily assigned to work at another site will continue to receive the employee's normal hourly rate of pay, unless they are assigned to a work site that has a higher rate of pay, then they will receive that rate for all hours worked. When an employee is assigned the work of a higher paid classification the employee will receive the higher rate for hours actually worked performing the higher classification of work.

10.4 The scheduling of an employee to rotate among two or more work sites shall not be considered a temporary assignment and shall not be governed by this Article.

**ARTICLE 11**  
**VACANCIES**

11.1 The Employer shall determine whether to fill vacant positions. If a vacant position is to be filled, prior to or instead of posting the vacancy, the Employer, in its sole discretion, may offer employees within the classification in the department where the vacancy would otherwise occur an opportunity to increase or decrease FTE. This option, if offered, will be open to all employees and awarded based on seniority among those expressing interest, provided the incremental FTE increases/decreases meet the department's scheduling needs. Any remaining available FTE may in turn be posted in accordance with the language in Article 11.2.

11.2 If the Employer, in its sole discretion, determines that a vacancy exists or a new position is created in this bargaining unit, the Employer shall separately post notice of the vacancy online for seven (7) calendar days. Applicants from within this bargaining unit will have preference over other applicants.

Applicants who apply within seven (7) calendar days of the posting and who have been in their current position a minimum of six (6) months will be considered in the following order:

- (a) Applicants from within this bargaining unit at the affected site.
- (b) Applicants from elsewhere within this bargaining unit.
- (c) All other applicants.

Reasonable job qualifications and competencies shall be determined by the Employer in its sole discretion; such determination shall not be subject to the grievance and arbitration procedure of this Agreement. Applicants must apply for the posting online.

11.3 When a vacancy is filled, the Employer shall select from among those applicants who meet the mandatory qualifications set by the Employer, on the basis of aptitude, competence, experience, ability and seniority. Only where aptitude, competence, experience and ability are relatively equal shall seniority be the determining factor. Nothing in this Article shall require the Employer to place an employee in a position for which the employee is not qualified. Nothing in this Article shall require the Employer to place an unqualified person in any position. If an employee considers the Employer to have made in an unjust manner the determination of whether the employee meets the qualifications of the position, the employee may file a grievance following the procedures established in this Agreement.

11.4 The initial most senior qualified applicant selected shall have the opportunity for a maximum 40 hour trial period following which the employee may return to, or the Employer shall have the right to return the employee to, the employee's former position. This opportunity may be exercised only once in a six (6) month period. For others who applied, the employee shall have the right to return, and the Employer shall have the right to return the employee, to the position the employee vacated, only if the following applies:

- (a) The position to which the employee is to return is still vacant; and
- (b) It has been seven (7) calendar days or less from the last scheduled shift the employee last worked in the position to which the employee is to return.

## **ARTICLE 12 TEMPORARY VACANCIES**

12.1 A vacancy in a bargaining unit position created by an employee being off on PTO, medical leave or a leave of absence shall be referred to as a temporary vacancy. If the Employer desires to fill the temporary vacancy the position shall be offered by seniority to qualified employees within the same job title, department and site who are less than full-time and desire more hours before bringing in a temporary employee.

12.2 At such time as the employee on PTO, medical leave, or leave of absence returns to work, the employee who was temporarily working above the employee's regular FTE (up to 1.0 FTE) shall return to the employee's original position and FTE.

**ARTICLE 13**  
**LOW NEED - LAYOFF - RECALL**

13.1 Low Need. Where the need for reduced staffing occurs on a day-to-day basis, or is of a predictable nature, the Employer shall reduce by assigning the low need day off in the following manner:

- (a) Employees who are on an overtime status shall be released, including any employees who, if allowed to work, would reach overtime status by the end of the shift.
- (b) The Employer shall seek volunteers starting with the most senior employee within the affected department by job classification who is working an extra shift.
- (c) Casual and temporary employees shall be released.
- (d) If there are no volunteers from among those working extra shifts, the Employer shall seek volunteers starting with the most senior employee within the affected department by job classification.
- (e) Volunteers shall agree to full shift increments or those hours remaining to be considered a full shift.
- (f) If there are no volunteers, any employee working an extra shift will be released from work and, if necessary, the low need day will be assigned in reverse order by seniority within the affected department and job classification. If the low need day occurs after the schedule is posted, the employee who either volunteers to take off or is assigned to take the day off may use PTO time up to their authorized FTE or take the day off as VTO or "Mandatory Time Off" - MTO (if the employee is assigned).
- (g) Employees who lose hours as a result of low need will not have their health insurance status and/or health insurance benefits affected.
- (h) An employee may request to use PTO to replace hours lost due to low need.

13.2 Alternate Work Assignments. The Employer may, rather than reduce hours or layoff, assign employees to work that they are qualified to perform in other departments in reverse order of seniority, keeping the employees at their regular rate of pay, unless assigned to a higher paying job. The Employer may offer a temporary FTE reduction or a low need administrative leave of absence prior to effecting an hours reduction or layoff. Any employee who takes a low need administrative leave of absence shall be able to take such leave as VTO as in 13.1(d) above.

13.3 Volunteer Process in Reduction of Hours or Layoff: In the event of an ongoing reduction of hours or a layoff, the Employer shall eliminate students (not to include students in educational rotations who are not replacing regular FTE), casual employees and temporary employees first, and then the Employer shall seek volunteers to accomplish the necessary reductions or layoff. The process shall be based upon seniority by asking the most senior employees first.

13.4 Reduction of Hours and Layoff: The Employer shall reduce hours or layoff starting with the least senior employee within the affected department by job classification using total seniority.

- (a) If a vacancy exists within the affected job classification at the time of the layoff, with the same FTE status as the position being eliminated, the employee subject to layoff shall be placed in such vacant position. If more than one such vacant position exists, the employee subject to layoff may choose into which of these positions the employee will be placed. If the employee does not accept this placement, they will have voluntarily terminated.
- (b) If a vacancy exists within the affected job classification at the time of the layoff with a different FTE status than the position being eliminated, the employee subject to layoff shall be offered such vacant position.
- (c) If no vacant position within the affected job classification with the same FTE status exists at the time of the layoff, or a position with a different FTE status was not accepted by the affected employee, the employee subject to layoff may move to the position held by the least senior employee at equal FTE status within the affected job classification, with less seniority in the bargaining unit, than the affected employee. If there is no option to bump an employee with equal FTE status within the affected job classification, the affected employee may then bump the least senior employee within the affected job classification, whose FTE is closest to but less than the employee's own. This process will continue until all FTE status levels less than the affected employee's FTE have been exhausted within the affected job classification.
- (d) The least senior, lowest FTE status employee in the job classification affected may then bump the least senior employee at equal FTE status (as defined in section e) in the closest pay range equal to or less than the employee's current pay range, in another job classification for which they are qualified. The bumped employee shall have the option to 1) bump the least senior employee within the affected bumped job classification, whose FTE is closest to but less than the employee's own; or 2) bump the least senior employee at equal FTE status (as defined in section e) in the closest pay range equal to or less than the employee's current pay range, in another job classification for which they are qualified. This process will consist of three (3) bumps.

The Employer shall determine whether an employee is qualified for a position based on such employee having appropriate licensure, meeting

the minimum qualifications of the job description, having the current ability to perform the essential functions of the position, and having the ability to do so independently within a two-week period. The last employee impacted by the bumping process shall be laid off with recall rights.

- (e) For layoff and bumping purposes, any employee whose FTE status is not in a full increment of 0.10, shall have the employee's FTE rounded to the nearest 0.10 increment, if there is no option available at the employee's actual FTE. For example, an employee whose FTE status is 0.63 shall have the option to bump the least senior employee at .63 FTE. If that option doesn't exist, then the 0.63 FTE status employee shall have the option to bump the least senior employee at 0.60 FTE. An employee whose FTE status is 0.75 shall have the option to bump the least senior employee at 0.75 FTE. If that option doesn't exist, then the 0.75 FTE status employee shall have the option to bump the least senior employee at 0.80 FTE.
- (f) Employees moving into a new position in their job classification through the layoff process will not be eligible to exercise the trial period described in Article 11 (Vacancies).

13.5 Recall of Laid off Employees. Employees laid off due to layoff are eligible for recall to the same job classification from which they were laid off until the earliest to occur of the following:

- (a) Until one year following the date of the layoff.
- (b) Until recalled or refusing a recall to the same job classification with equal or higher FTE status from which they were laid off.
- (c) Until applying for, being offered and accepting a posted position of FTE status equal to or greater than that from which they were laid off.
- (d) Until applying for, being offered and rejecting a posted position of FTE status equal to or greater than that from which they were laid off.

The Employer shall maintain a recall list of laid off, reclassified and involuntarily reduced employees eligible for recall and the job classification from which each such employee was laid off, reclassified and involuntarily reduced. Employees recalled from the recall list must be available to report for scheduled shifts no later than five (5) workdays following the Employer's notice of recall. Acceptance of a temporary or casual position will not cause removal of an employee from the recall list.

If the Employer determines that a vacancy exists in a job classification from which an employee on the recall list was laid off, the Employer shall fill such vacancy by recalling in order of total seniority from among employees on the recall list laid off from that job classification.

The Employer shall not be required to post a vacancy in a job classification for which employees laid off from such job classification have recall rights unless all such laid off employees refuse recall to such vacancy.

13.6 Rights of Reclassified and Involuntarily Reduced Employees. If the Employer determines that a vacancy exists in a job classification from which an employee on the recall list was laid off, reclassified or involuntarily reduced, the Employer shall post such vacancy and employees on the recall list shall have preference over other applicants for the job class they previously held, until the earliest of the following occurs:

- (a) Until one year following the date of the reclassification or involuntary reduction:
- (b) Until applying for, being offered, and accepting a posted position in the job class from which they were reclassified or involuntarily reduced;
- (c) Until applying for, being offered and rejecting a posted position from which they were reclassified or involuntarily reduced.

Reclassified or involuntarily reduced employees moving into a posted position through the recall process will not be eligible to exercise the trial period described in Article 11 (Vacancies).

13.7 Employees on layoff status will be accorded preferential hiring at all other clinic sites over outside applicants.

13.8 At any point in the process, an employee may have the option to take a voluntary layoff under Article 13.3, in which case, the Employer shall not contest the affected employee's eligibility for unemployment compensation benefits.

13.9 Management will have the right to determine the qualifications for the job classification. Management's determination as to whether or not an employee is qualified shall be subject to the grievance procedure.

13.10 Bargaining unit employees recalled to benefit-eligible positions or benefit-eligible FTE status from an involuntary layoff or involuntary reduction in FTE status shall become eligible for coverage under the Employer's Employee Health Plan on the first day of the month following the date of recall, and shall not be subject to the 90-day waiting period otherwise required for such coverage.

## **ARTICLE 14 WAGES**

14.1 Effective April 1, 2024, wages shall be as outlined in Exhibit 1 (Year 1).

14.2 Effective April 1, 2025, across the board adjustments to the wage grids. Wages shall be as outlined in Exhibit 1 (Year 2).

14.3 Effective April 1, 2026, across the board adjustments to the wage grids. Wages shall be as outlined in Exhibit 1 (Year 3).



14.4 Employees will advance one step on the wage grid based on their accrued "increment hours." Increment hours shall be defined as the total of all hours paid up to a maximum of 80 hours per two-week pay period. Employees will progress through the steps on the wage grid as follows:

- 1) Steps 1 through 5: Employees will advance one step after 2080 increment hours paid in a single position;
- 2) Step 8: Employees will advance from Step 5 to Step 8 after 6240 "increment hours" paid in a single position (there is no Step 6 or Step 7);
- 3) Step 10: Employees will advance from Step 8 to Step 10 after 4160 "increment hours" paid in a single position (there is no Step 9);
- 4) Step 12: Employees will advance from Step 10 to Step 12 after 4160 "increment hours" paid in a single position (there is no Step 11);
- 5) Step 15: Employees will advance from Step 12 to Step 15 after 6240 "increment hours" paid in a single position (there is no Step 13, or Step 14).

14.5. If the Employer determines that the market for a specific job title has increased significantly, or the Employer experiences difficulty recruiting or retaining for a specific job title, the Employer can compensate new hires in a manner over and above the negotiated wage scales by implementing a market differential as outlined below. This differential is not intended as a limitation on the Employer's ability to offer relocation plans and other limited programs to ensure the ability to attract new employees.

- a) The differential will be given to all in the job title and new hires within that same job title.
- b) The differential will be a flat rate on hours paid.
- c) The differential will not be part of base salary.
- d) Annual increases are calculated on base salary only.
- e) The Employer maintains the right to eliminate or reduce the differential at any time for new hires.
- f) Once implemented, the market differential will remain in place for a minimum of one (1) year for incumbents after which it can be reduced or eliminated for incumbents upon thirty (30) days' notice.
- g) Per the FLSA, the market differential will be included when determining the regular rate of pay for the calculation of overtime pay.

#### **14.6 Lead Positions**

Team Lead positions will be posted internally in the applicable department. To be eligible, applicants must currently be in the job classification for which a team lead is sought. The team lead will be selected from eligible applicants in accordance with Article 11.3.

The premium pay for such position(s) shall be one dollar and twenty-five cents (\$1.25) per hour over the contract rate for employees, when performing Lead duties at the direction of the Employer.

### **ARTICLE 15 RETIREMENT**

**15.1 401(k) Plan.** Employees will be enrolled in the Employer sponsored 401(k) plan that is available to non-contract employees unless they affirmatively opt-out of the plan. An employee's participation in the plan shall comply with and shall be governed by the terms of the plan. In the event of any conflict between the plan and this Article, the terms of the plan shall prevail.

**15.2 Base Contribution Rate.** Participating employees who are credited with one thousand (1000) or more hours of service during the plan year and who are employed on the last day of the plan year shall be eligible to receive an employer contribution to the employee's 401(k) account in the amount of three percent (3%) of the employee's annual compensation for the plan year.

**15.3 Additional Contribution Rate.** In addition to the base contribution of three percent (3%), the employer shall make an additional contribution to the participating employee's 401(k) account equal to one-half of the percentage the employee voluntarily contributes in excess of the default contribution rate to the 401(k) account through payroll deductions, up to a maximum of an additional two percent (2%) of the employee's annual compensation for the plan year. For example, if an employee voluntarily contributes an additional two percent (2%) of the employee's compensation to the 401(k) account through payroll deductions, the employer's additional contribution to the 401(k) account shall be one percent (1%). If an employee voluntarily contributes an additional six percent (6%) of the employee's compensation to the 401(k) account through payroll deductions, the employer's additional contribution to the 401(k) account shall be two percent (2%).

**15.4 Default Contribution Rate.** Unless and until the employee elects otherwise, the employee will be auto-enrolled in the 401(k) plan at a voluntary contribution rate of four percent (4%) which shall be paid by the employee through automatic payroll deductions.

### **ARTICLE 16 PTO**

**16.1 Paid Time Off (PTO)** is designed to meet on a fair and equitable basis the individual employee's need for personal time off while providing the employee with protection in the event of serious illness.

16.2 PTO days may be used for vacation, illnesses, family emergencies, health or dental care, personal business and other elective absences.

16.3 All employees are eligible for PTO accrual based upon hours worked.

16.4 Accrual of PTO starts with the date of hire. PTO benefits are accrued on the basis of total hours worked.

<b>Completed Years of Service</b>	<b>Accrual Rate Per Hour Worked</b>	<b>Annual Accumulation in Days for 1.0 FTE</b>
0-2	0.0655	17
3-5	0.0693	18
6	0.077	20
7	0.0809	21
8	0.0846	22
9	0.0885	23
10	0.0924	24
11	0.0963	25
12	0.1	26
13	0.1039	27
14+	0.1078	28

16.5 The maximum accumulation in the PTO Bank will be 1½ times the annual accrual. Effective the first full pay period following July 1, 2022, the maximum accumulation in the PTO Bank will be 1.25 times the annual accrual. When the employee reaches the maximum accumulation, the accruals then begin in the Reserve Bank until hours are used in the PTO Bank. When hours are used in the PTO Bank, accruals end in the Reserve Bank and begin again in the PTO Bank.

16.6 Requests for PTO must be submitted to the manager or supervisor well in advance of the anticipated time off. Management shall respond to requests for time off in advance of the requested time off, in accordance with department guidelines. In the event of illness and emergencies, the employee is expected to provide as much notice as possible. Managers may limit the granting of PTO to assure proper staffing levels.

16.7 Selection of PTO will be based upon total seniority within each department according to departmental guidelines. Department managers will review PTO guidelines with staff on an annual basis, if requested. PTO Guidelines for each department will be reviewed annually by the Labor Management Committee. Minimum staffing levels will be determined solely by the department manager.

16.8 An employee who has been approved for PTO and desires to cancel the scheduled PTO shall notify the Employer at least 21 calendar days in advance of the day on which the PTO was scheduled to begin, unless a lesser amount of time is mutually agreed upon.

16.9 Payment of PTO will be made at the employee's regular rate of pay. PTO will be considered as hours worked for the purpose of determining benefits and for computing overtime. Employees may not be paid workers compensation benefits and Reserve

Bank benefits at the same time. Employees may use Reserve Bank benefits to supplement any short-term disability benefits provided the total weekly compensation does not exceed 100% of the employee's normal weekly pay.

16.10 An employee may opt to transfer any or all of the excess hours on a one for one basis to the Reserve Bank twice per year (June 1 & December 1).

16.11 Hours may accumulate in the Reserve Bank by accrual rollover from the PTO Bank upon reaching the maximum or optional transfer from the PTO Bank.

16.12 A maximum of 60 days (480 hours) may accumulate in the Reserve Bank.

16.13 Once an employee has used six (6) days per calendar year of Regular PTO for illnesses or accidents, the employee can access the employee's Reserve Bank following the first day of an illness or an accident.

16.14 Employees have the option, once per calendar year in December to make an irrevocable election to "sell back" Reserve Bank hours (to be paid on June 1 or December 1 of the following year). A minimum balance of 40 hours must be left in the Reserve Bank when selling back.

Payment is made according to the following Schedule:

<u>Years of Service</u>	<u>Payment Percentage</u>
0 - 2	-0-
2 - 5	25%
5 - 8	40%
8 - 11	60%
11 - 14	80%
14+	100%

16.15 Upon termination of employment (voluntary or involuntary), the employee (excluding probationary employees) will be paid for the employee's remaining Reserve Bank hours in accordance with the above sell back schedule.

16.16 Full time employees will receive a one-time bonus of PTO hours added to their PTO account based upon the following schedule. Part time employees receive a pro-rated amount based upon their FTE status.

20 years of service	5 days (40 hours)
25 years of service	5 days (40 hours)
30 years of service	5 days (40 hours)
35 years of service	5 days (40 hours)

## **ARTICLE 17**

### **ATTENDANCE**

17.1 Employees recognize and understand that they are required to manage their use of PTO so that PTO is available to cover lost time for illness or injury. Employees who

have exhausted their PTO bank and whose absences are not otherwise permitted under the Employer's policies governing leaves of absence shall be considered to have incurred an unexcused absence and may be subject to discipline.

## **ARTICLE 18 INSURANCE**

18.1 **Medical Insurance.** Beginning the first of the month following the employee's initial date of hire, benefit eligible employees may enroll in the health insurance plan available to non-contract employees. The Employer has the right to change, alter or modify the health insurance plan, insurance program, premium structure, and/or select an alternate carrier during the term of the agreement. The Employer will notify the union prior to implementing changes in health benefits.

The Employer shall pay eighty-five percent (85%) of the premium for single health insurance coverage and seventy-five percent (75%) of the premium for family health insurance coverage.

18.2 **Dental Insurance.** The Employer will offer single dental coverage to Benefit Eligible employees. If the employee wishes to obtain family dental coverage and if such coverage is available under the rules of the carrier, Benefit Eligible employees can obtain such coverage at their own expense if permitted by the carrier. Dental insurance shall become effective on the first day of the month following the employee's initial date of hire and shall be subject to the terms of the insurance policy and the rules of the carrier. The Employer has the right to change, alter and/or modify the dental coverage offered and/or select an alternate carrier during the term of this agreement. The Employer will notify the union prior to implementing any change in dental benefits.

18.3 **Long Term Disability.** The Employer will enroll Benefit Eligible employees in a Long Term Disability Insurance program. The Employer will pay 100% of the premium for this insurance. Coverage shall be subject to the terms of the insurance policy and the rules of the carrier. The Employer has the right to change, alter and/or modify the long term disability coverage offered and/or select an alternate carrier during the term of this agreement. The Employer will notify the union prior to implementing any change in long term disability benefits.

18.4 **Short Term Disability.** Employees may enroll in the short term disability benefits plan available to non-contract employees provided that all premium costs for the plan shall be paid by the employee. The Employer has the right to change, alter and/or modify the short term disability coverage offered and/or select an alternate carrier during the term of this agreement. The Employer will notify the union prior to implementing any change in short term disability benefits.

18.5 **Group Life Insurance.** Full and part-time employees who are 0.6 or greater shall be eligible for enrollment in the Essentia Health group term life insurance program, as may be amended from time to time by the Employer. Essentia Health shall pay the premium.

**ARTICLE 19**  
**HOLIDAYS**

19.1 The following days shall be considered as holidays under this Agreement:

New Year's Day  
Memorial Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day

19.2 If a holiday falls on a weekend the holiday will be treated as a floating holiday and employees can take a floating holiday up to six weeks before or after the observed day. However, if the holiday occurring on a weekend is observed during a weekday and the clinic is closed in observance of the holiday, the holiday will be considered to have occurred on the weekday observed and may not be taken as a floating holiday.

19.3 For actual hours worked on a holiday, Benefit Eligible employees shall be paid one and one-half (1½) times their regular rate of pay, and receive an additional day off with pay, or be paid at two and one-half (2½) times their regular rate of pay.

If the employee chooses to take another day off with pay, the alternate day off will be scheduled within a six (6) week period before or after the holiday and seniority shall govern in the event of scheduling conflicts. Non-casual employees with an FTE level of 0.59 or less shall receive one and one-half (1½) times their regular rate of pay for all hours worked on a holiday, plus additional straight time pay (prorated for FTE status). Casual employees shall receive one and one-half (1½) times their regular rate of pay for all hours worked on a holiday.

19.4 Holiday pay for Benefit Eligible employees shall be pro-rated based on the employee's authorized FTE. If a holiday falls on a Benefit Eligible employee's day off or a Benefit Eligible employee's department is not open on the holiday, the employee shall receive holiday pay pro-rated based on the employee's authorized FTE. An employee may supplement the holiday hours with PTO if the employee chooses up to a maximum of their authorized FTE.

19.5 The Employer will make reasonable accommodations to those employees whose religious faith makes it necessary to take time off from work to observe a religious holiday other than those listed above. Such requests shall be subject to the rules and procedures set forth in Article 16 (PTO) regardless of whether PTO time is used. All work time taken will be without pay, unless the employee chooses to use accumulated PTO.

19.6 Employees on PTO during a holiday will not be charged for PTO hours for the paid holiday hours.

**ARTICLE 20**  
**FUNERAL LEAVE**

20.1 Employees will be eligible for bereavement leave consistent with the Employer's Bereavement Leave Policy for non-contract employees as may be amended from time-

to-time by the Employer. The Employer will provide the union with no less than thirty (30) days' advance notice of any changes to be made to the Policy and will agree to meet and discuss upon request. There will be no diminishment of this benefit during the term of the Agreement.

20.2 An employee may be granted time off without pay to attend the funeral or memorial service of other relatives, or the employee's significant other, but must charge to PTO to the extent such entitlement already has been earned and is unused.

## **ARTICLE 21 LEAVES OF ABSENCE**

21.1 The Essentia Health Leaves of Absence Policy, or any successor policies or amendments thereto, shall govern leaves of absence under this collective bargaining agreement.

21.2 An employee requesting any type of personal leave and who has PTO time or Reserve Bank time available shall be required to exhaust the PTO and Reserve Bank time before an unpaid leave request may be considered.

21.3 Employees with at least twelve months of continuous service with the employer may be granted a leave without pay for up to two years if elected or appointed to a full time union position; however, the employer does not guarantee it will have the same or equivalent position available to the employee after the expiration of the leave. The employee shall be required to meet current qualifications for the position into which the employee may be placed.

21.4 Employees shall be granted time off without pay for official activities of the Union up to a maximum of 40 hours per employee and a maximum aggregate of 160 hours per contract year for the bargaining unit as a whole. Requests for time off under this paragraph must be submitted at least five business days prior to the posting of the schedule for the period of time which includes the days for which time off is being requested.

## **ARTICLE 22 JURY DUTY**

22.1 Employees will be eligible for jury duty leave consistent with the Employer's Jury Duty Policy for non-contract employees as may be amended from time-to-time by the Employer. The Employer will provide the union with no less than thirty (30) days' advance notice of any changes to be made to the Policy and will agree to meet and discuss upon request. There will be no diminishment of this benefit during the term of the Agreement.

## **ARTICLE 23 CONTINUING EDUCATION PROGRAM**

23.1 Employees are responsible to obtain the CEUs required to maintain licensure and/or professional credentials.

23.2 The Employer may supply educational opportunities and/or resources to meet employees' continuing education requirements.

23.3 Reimbursement for required CEUs may be provided when an employee incurs a cost to obtain required CEUs, up to \$10.00 per CEU and a maximum of \$70 per year for non-employer conferences. At the employee's option, the Employer will pay the cost of registration at the SMDC Spring and Fall Clinical Assistant Conferences (if one is being held by the Employer) instead of, not in addition to, reimbursement for CEUs obtained by attending non-SMDC conferences.

## **ARTICLE 24 MALPRACTICE LIABILITY**

24.1 The Employer shall provide malpractice liability insurance retained by the Employer for all bargaining unit employees.

## **ARTICLE 25 WAIVER**

25.1 Any practice that exists relating to pay rates or fringe benefits that is inconsistent with this Collective Bargaining Agreement may be discontinued by the Employer should it discover the existence of the practice.

## **ARTICLE 26 DISCIPLINE AND TERMINATION OF EMPLOYMENT**

26.1 Upon completion of the probationary period, employees shall be disciplined, suspended or discharged only for just cause. When an employee is to be disciplined, suspended or discharged the employee shall be talked to in private, with the steward or union representative of the employee's choice if available; if that person is not available, then another steward or union representative may attend.

26.2 It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that potentially serious violations of policy or work rules may dictate discipline outside the normal progression.

26.3 The normal progression shall be as follows:

- (a) Verbal Warning.
- (b) Written Warning.
- (c) Final Written Warning.
- (d) Discharge.

26.4 The following non-inclusive list of examples of employee misconduct is not subject to progressive discipline and may warrant more severe disciplinary action, including discharge:



- (a) Disclosing to unauthorized persons confidential or privileged information.
- (b) Mistreatment or neglect of patients, including rudeness and inattentiveness to patient's needs.
- (c) Dispensing or personal use of prescription drugs without the approval of a physician.
- (d) Consumption of illegal drugs or alcohol on the Employer's premises or during work hours.
- (e) Possession of open alcoholic beverages on the Employer's premises.
- (f) Theft.
- (g) Fighting on the Employer's premises.
- (h) Gross infraction of the Employer's rules concerning patient safety or rights.
- (i) Dishonesty, including falsification of work records.
- (j) Being under the influence of alcohol during work hours.
- (k) Violations of HIPAA or confidentiality policies.
- (l). Engaging in a strike or sympathy strike during the term of this Agreement.

## **ARTICLE 27 GRIEVANCE AND ARBITRATION**

27.1 **Grievance Procedure**. A grievance is hereby defined as any claim by the Union or the Employer, alleging a violation of a specific contract provision or adherence to the terms and provisions of this Agreement.

The steps in the grievance procedure are as follows:

### **Step 1**

The employee shall, within fifteen (15) calendar days of the occurrence giving rise to the grievance, informally discuss the grievance with the employee's immediate supervisor. The employee may choose to have a union steward present at this meeting. The Union Staff Representative shall also have the right to directly discuss the grievance with a representative of Labor Relations in an attempt to resolve the grievance.

### **Step 2**

If the grievance is not resolved under Step 1, it shall be reduced to writing specifically listing the article(s) of the Agreement that were allegedly violated, and presented to the Department Director/Site Director and the Labor Relations office within fifteen (15) calendar days from the date of occurrence. A grievance relating to pay shall be timely if

received by the above named within fifteen (15) calendar days after the pay day for the period to which the grievance relates. The foregoing time limitations do not constitute a waiver of any right or remedy an Employee has under the law to recover backpay or compensation owed to the Employee.

Within fifteen (15) calendar days following receipt of the grievance the above-named persons and the steward or other union representative shall meet in an attempt to resolve the grievance. The Employer shall respond to the grievance, in writing, within fifteen (15) calendar days of such meeting.

### **Step 3**

If the grievance is not resolved under Step 2, it may be appealed to the Director of Labor Relations or designee within fifteen (15) calendar days from the date of receipt of the Employer's response to the Step 2 grievance meeting.

Within fifteen (15) calendar days following receipt of the grievance by the above named, the Director of Labor Relations or designee and the Union representative shall meet in an attempt to resolve the grievance. The Employer shall respond to the grievance, in writing, within fifteen (15) calendar days of such meeting.

If the grievance is not resolved in Step 3, the grieving party may refer the matter to arbitration. A demand for arbitration shall be in writing, and must be received by the Director of Labor Relations or designee within fifteen (15) calendar days of the receipt of the Employer's response to the Step 3 grievance meeting.

A representative of the Employer and a representative of the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement on a neutral arbitrator is reached, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted to the parties by the FMCS. The parties shall alternatively strike names from the list with the party proceeding first to be determined by coin toss. The last remaining name on the list shall be the neutral arbitrator.

**27.2 Authority of the Arbitrator.** The Authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of the Agreement and the arbitrator shall have no authority to add to, subtract from, ignore or modify in any way the terms and provisions of this Agreement. The hearing and the award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to receive evidence on or decide any other issues. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Union, the Employer and individual employee filing the grievance.

**27.3 Arbitration Expense.** The fees and expenses of the neutral arbitrator shall be borne equally by the Union and the Employer.

**27.4 Time Limits.** The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently waived and the grievance shall not be submitted to arbitration. If the Employer fails to timely respond to a grievance at any step, the Union may choose to move the grievance to the next step by

notifying the Employer in writing that it is doing so within fifteen (15) calendar days of the date on which the Employer's response was due. The time limitations provided herein may be extended by mutual written agreement

27.5 **FMCS Mediation.** By mutual agreement, the parties may petition the Federal Mediation and Conciliation Service for a non-binding mediation of the grievance. This may be requested at any time after the written Step 2 response up until the day of arbitration.

27.6 **Expedited Arbitration.** By mutual agreement of the parties, Expedited Arbitration can be employed to resolve a grievance. The agreement to proceed to expedited arbitration shall contain the following principles at a minimum:

- (a) Expedited Arbitration shall be optional and is not meant to replace the normal Arbitration clause of the agreement.
- (b) The award of an expedited arbitration shall be binding on the parties in accordance with the regular arbitration clause; however, it shall not be considered precedent-setting and shall not constitute a basis for settlement of other grievances.
- (c) The Director of Labor Relations or designee and the Union representative shall develop a "short roster" of readily available arbitrators, acceptable to both parties, all of which can be used. This roster is to be reviewed biannually by the above. At least five (5) arbitrators shall be maintained as current on this roster. The roster will list the arbitrators alphabetically and use of the arbitrators shall be on a rotating basis from "A" through "Z."
- (d) The cost of expedited arbitration shall be borne equally by the Employer and the union.
- (e) Unless otherwise agreed in writing, the time limits for pursuit of a grievance through the expedited process shall be the same as the time limits contained in Articles 27.1 through 27.4.

## **ARTICLE 28 ALCOHOL AND DRUG TESTING**

28.1 The Essentia Health Drug and Alcohol Testing Policy effective May 8, 2014–Minnesota, or any successor policies or amendments thereto, shall apply to employees covered by this agreement.

## **ARTICLE 29 TUITION REIMBURSEMENT**

29.1 Employees are eligible for the Essentia Health non-contract Tuition Reimbursement Policy.

**ARTICLE 30**  
**NO STRIKES, NO LOCKOUTS**

30.1 There shall be no strikes or lockouts of any kind, including sympathy strikes, whatsoever during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute.

30.2 No employee shall engage in any concerted refusal to work, work slowdown or work stoppage.

**ARTICLE 31**  
**ZIPPER**

31.1 The parties agree that they have bargained wholly with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement. This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours and all other terms and conditions of employment. Nothing contained herein shall prohibit the Employer and the Union during the term of this Agreement from discussing any matter by mutual agreement; provided, however, that any such discussions shall in no way obligate the Employer to negotiate such matter, or any other, and shall not restrict or prevent the Employer from proceeding as it deems appropriate.

**ARTICLE 32**  
**SAVINGS CLAUSE**

32.1 In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet for the purpose of bargaining regarding the provision invalidated.

**ARTICLE 33**  
**JOB DESCRIPTIONS**

33.1 The Employer shall notify the Union of changes to the duties in any job or the creation of the new job. The Employer shall assign the level of pay to the changed or new job and notify the Union of such. If the Union disagrees with the proposed pay level, the Union may file a grievance into Step 3 of the grievance procedure contesting the proposed rate. If the Employer changes the qualification of a job, incumbent employees shall be grandfathered in under the qualifications in place when they started the job. Employees shall be given reasonable time to obtain the new qualifications.

**ARTICLE 34**  
**TECHNOLOGICAL CHANGE**

34.1 In the event technological changes or artificial intelligence are introduced in the Bargaining Unit, the Employer agrees to discuss the changes with the Union if a permanent reduction in hours or a lay-off will result from such changes.

34.2 Further, if as a result of such changes new positions are created, preference in filling such positions shall be given to members of the bargaining unit. The Employer shall first offer such positions to employees who will experience a loss of position as a result of such technological changes or artificial intelligence ("Affected Employees"), prior to posting according to Article 11, Vacancies. Affected Employees shall be provided with reasonable opportunities for training in order to qualify for the new or changed job resulting from technological changes or artificial intelligence.

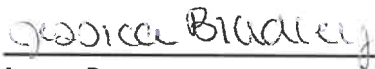
**ARTICLE 35  
TERM OF AGREEMENT**

35.1 This Agreement shall be effective upon ratification and signing and shall remain in full force and effect until its expiration date, **March 31<sup>st</sup>, 2027**.

35.2 On or before ninety (90) calendar days prior to the expiration date set forth above, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. Promptly following such notification, and during such ninety (90) day period, the parties hereto shall meet and engage in such negotiations.

35.3 If neither party gives timely notice to the other party of its desire to negotiate a successor agreement prior to the expiration date of this Agreement, as provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

**ESSENTIA HEALTH D/B/A  
ESSENTIA HEALTH LAKEWALK CLINIC PHARMACY,  
ESSENTIA HEALTH PROCTOR CLINIC,  
ESSENTIA HEALTH TWO HARBORS PHARMACY, ESSENTIA  
HEALTH SILVER BAY PHARMACY**

  
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**JESSICA BRADLEY  
CHIEF OF HUMAN RESOURCES (INTERIM)**

  
\_\_\_\_\_

**JOHN HABERMAN  
DIRECTOR OF LABOR RELATIONS**

  
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**JASON BAASTEN  
SENIOR LABOR RELATIONS SPECIALIST**

  
\_\_\_\_\_

**AMY HOLODNICK  
SENIOR LABOR RELATIONS SPECIALIST**

  
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Matthew Estep (May 8, 2024 10:38 CDT)

**MATTHEW ESTEP  
OPERATIONS DIRECTOR**

  
\_\_\_\_\_

Sandra Mattson (May 9, 2024 05:57 CDT)

**SANDRA MATTSON  
LABORATORY MANAGER**

**UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL  
#1189**

  
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**STACY SPEXET  
UNION REPRESENTATIVE**

  
\_\_\_\_\_

**LYNAE BUCKLEY  
MEDICAL LABORATORY TECHNICIAN**

  
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**MICHELLE MILLER  
PHARMACY TECHNICIAN**

  
\_\_\_\_\_

**LESLIE MCCABE  
CLINICAL ASSISTANT**

  
\_\_\_\_\_

**DENISE ANDERSON  
DEPARTMENT COORDINATOR**

## Wage Scale Exhibit 1

### Clinical Care Technician

Effective Date	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 10	Year 12	Year 15	Year 20
4/1/2024	\$ 16.11	\$ 16.43	\$ 16.76	\$ 17.08	\$ 17.42	\$ 17.76	\$ 18.84	\$ 19.64	\$ 20.42	\$ 21.66	\$ 23.91
4/1/2025	\$ 16.59	\$ 16.92	\$ 17.26	\$ 17.59	\$ 17.94	\$ 18.29	\$ 19.40	\$ 20.23	\$ 21.04	\$ 22.31	\$ 24.62
4/1/2026	\$ 17.04	\$ 17.38	\$ 17.73	\$ 18.06	\$ 18.42	\$ 18.78	\$ 19.93	\$ 20.78	\$ 24.61	\$ 22.91	\$ 25.29

### Phlebotomist

Effective Date	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 10	Year 12	Year 15	Year 20
4/1/2024	\$ 15.95	\$ 16.35	\$ 16.75	\$ 17.15	\$ 17.55	\$ 17.95	\$ 19.14	\$ 19.94	\$ 20.74	\$ 21.94	\$ 23.93
4/1/2025	\$ 16.43	\$ 16.84	\$ 17.25	\$ 17.66	\$ 18.07	\$ 18.48	\$ 19.72	\$ 20.54	\$ 21.36	\$ 22.59	\$ 24.65
4/1/2026	\$ 16.84	\$ 17.26	\$ 17.68	\$ 18.10	\$ 18.35	\$ 18.95	\$ 20.21	\$ 21.05	\$ 21.89	\$ 23.16	\$ 25.26

### Patient Access Representative

Effective Date	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 10	Year 12	Year 15	Year 20
4/1/2024	\$ 16.11	\$ 16.43	\$ 16.76	\$ 17.08	\$ 17.42	\$ 17.76	\$ 18.84	\$ 19.64	\$ 20.42	\$ 21.66	\$ 23.91
4/1/2025	\$ 16.59	\$ 16.92	\$ 17.26	\$ 17.59	\$ 17.94	\$ 18.29	\$ 19.40	\$ 20.23	\$ 21.04	\$ 22.31	\$ 24.62
4/1/2026	\$ 17.04	\$ 17.38	\$ 17.73	\$ 18.06	\$ 18.42	\$ 18.78	\$ 19.93	\$ 20.78	\$ 21.61	\$ 22.91	\$ 25.29

### Medical Laboratory Assistant

Effective Date	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 10	Year 12	Year 15	Year 20
4/1/2024	\$ 18.39	\$ 18.75	\$ 19.10	\$ 19.51	\$ 19.89	\$ 20.29	\$ 21.53	\$ 22.40	\$ 23.29	\$ 24.74	\$ 27.27
4/1/2025	\$ 18.94	\$ 19.31	\$ 19.67	\$ 20.09	\$ 20.49	\$ 20.90	\$ 22.17	\$ 23.07	\$ 23.99	\$ 25.48	\$ 28.09
4/1/2026	\$ 19.45	\$ 19.83	\$ 20.20	\$ 20.64	\$ 21.04	\$ 21.46	\$ 22.77	\$ 23.70	\$ 24.63	\$ 26.17	\$ 28.85

### Department Coordinator

Effective Date	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 10	Year 12	Year 15	Year 20
4/1/2024	\$ 18.45	\$ 19.32	\$ 20.19	\$ 21.06	\$ 21.93	\$ 22.80	\$ 23.68	\$ 24.54	\$ 25.42	\$ 26.29	\$ 27.16
4/1/2025	\$ 19.00	\$ 19.90	\$ 20.79	\$ 21.70	\$ 22.59	\$ 23.49	\$ 24.39	\$ 25.28	\$ 26.18	\$ 27.07	\$ 27.98
4/1/2026	\$ 19.48	\$ 20.40	\$ 21.31	\$ 22.24	\$ 23.15	\$ 24.08	\$ 25.00	\$ 25.91	\$ 26.84	\$ 27.75	\$ 28.68

**Clinical  
Assistant**

Effective Date	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 10	Year 12	Year 15	Year 20
4/1/2024	\$ 19.65	\$ 20.02	\$ 20.42	\$ 20.83	\$ 21.21	\$ 21.62	\$ 22.87	\$ 23.76	\$ 24.69	\$ 26.14	\$ 28.78
4/1/2025	\$ 20.24	\$ 20.62	\$ 21.04	\$ 21.45	\$ 21.84	\$ 22.27	\$ 23.56	\$ 24.47	\$ 25.43	\$ 26.93	\$ 29.64
4/1/2026	\$ 20.78	\$ 21.18	\$ 21.60	\$ 22.03	\$ 22.43	\$ 22.87	\$ 24.19	\$ 25.13	\$ 26.11	\$ 27.65	\$ 30.44

**Medical  
Laboratory  
Technician**

Effective Date	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 10	Year 12	Year 15	Year 20
4/1/2024	\$ 21.82	\$ 22.28	\$ 22.70	\$ 23.17	\$ 23.64	\$ 24.10	\$ 25.56	\$ 26.61	\$ 27.70	\$ 29.40	\$ 32.45
4/1/2025	\$ 22.47	\$ 22.95	\$ 23.38	\$ 23.87	\$ 24.35	\$ 24.82	\$ 26.33	\$ 27.41	\$ 28.53	\$ 30.28	\$ 33.42
4/1/2026	\$ 23.08	\$ 23.57	\$ 24.01	\$ 24.51	\$ 25.00	\$ 25.49	\$ 27.04	\$ 28.15	\$ 29.30	\$ 31.10	\$ 34.33

**Pharmacy  
Technician I**

Effective Date	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 10	Year 12	Year 15	Year 20
4/1/2024	\$ 20.43	\$ 20.94	\$ 21.45	\$ 21.96	\$ 22.47	\$ 22.99	\$ 24.52	\$ 25.54	\$ 26.56	\$ 28.10	\$ 30.65
4/1/2025	\$ 21.04	\$ 21.57	\$ 22.10	\$ 22.62	\$ 23.15	\$ 23.67	\$ 25.25	\$ 26.31	\$ 27.36	\$ 28.94	\$ 31.57
4/1/2026	\$ 21.57	\$ 22.11	\$ 22.65	\$ 23.19	\$ 23.73	\$ 24.27	\$ 25.88	\$ 26.96	\$ 28.04	\$ 29.66	\$ 32.36

**Pharmacy  
Technician II**

Effective Date	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 10	Year 12	Year 15	Year 20
4/1/2024	\$ 21.05	\$ 21.58	\$ 22.10	\$ 22.63	\$ 23.16	\$ 23.69	\$ 25.27	\$ 26.32	\$ 27.37	\$ 28.95	\$ 31.58
4/1/2025	\$ 21.68	\$ 22.22	\$ 22.77	\$ 23.31	\$ 23.85	\$ 24.40	\$ 26.02	\$ 27.11	\$ 28.19	\$ 29.82	\$ 32.53
4/1/2026	\$ 22.22	\$ 22.78	\$ 23.34	\$ 23.89	\$ 24.45	\$ 25.01	\$ 26.67	\$ 27.79	\$ 28.90	\$ 30.56	\$ 33.34

**Pharmacy  
Technician III**

Effective Date	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 8	Year 10	Year 12	Year 15	Year 20
4/1/2024	\$ 21.69	\$ 22.23	\$ 22.78	\$ 23.32	\$ 23.86	\$ 24.41	\$ 26.03	\$ 27.12	\$ 28.20	\$ 29.83	\$ 32.54
4/1/2025	\$ 22.34	\$ 22.90	\$ 23.46	\$ 24.02	\$ 24.58	\$ 25.14	\$ 26.82	\$ 27.93	\$ 29.05	\$ 30.72	\$ 33.52
4/1/2026	\$ 22.90	\$ 23.47	\$ 24.05	\$ 24.62	\$ 25.19	\$ 25.77	\$ 27.49	\$ 28.63	\$ 29.78	\$ 31.49	\$ 34.35



**Pharmacy  
Technician IV**

<b>Effective Date</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 8</b>	<b>Year 10</b>	<b>Year 12</b>	<b>Year 15</b>	<b>Year 20</b>
<b>4/1/2024</b>	\$ 23.74	\$ 24.32	\$ 24.92	\$ 25.51	\$ 26.11	\$ 26.70	\$ 28.48	\$ 29.67	\$ 30.86	\$ 32.64	\$ 35.60
<b>4/1/2025</b>	\$ 24.44	\$ 25.05	\$ 25.67	\$ 26.28	\$ 26.89	\$ 27.50	\$ 29.34	\$ 30.56	\$ 31.78	\$ 33.61	\$ 36.67
<b>4/1/2026</b>	\$ 25.05	\$ 25.68	\$ 26.31	\$ 26.93	\$ 27.56	\$ 28.19	\$ 30.07	\$ 31.32	\$ 32.58	\$ 34.45	\$ 37.58

**LETTER OF UNDERSTANDING**  
**Between**  
**SMDC Medical Center d/b/a Essentia Health**  
**Lakewalk Clinic Pharmacy, Proctor Clinic,**  
**Two Harbors Pharmacy, Silver Bay Pharmacy**  
**And**  
**United Food and Commercial Workers Union**  
**Local #1189 (SPUFCW)**

**Experience Assessments**

Within four (4) months of ratification of the collective bargaining agreement, all employees hired prior to April 1, 2015, shall have an opportunity to have an experience assessment completed to determine whether experience prior to work at Essentia Health was considered. The findings regarding an employee's past experience will be combined with the employee's accumulated "increment hours" at Essentia (the agreed method of calculating experience at Essentia) for January 1, 2018, forward. The "increment hours" are not available for review prior to January 1, 2018, so the evaluation will credit experience hours for that time period. An employee must timely respond to requests for supplemental information necessary to complete the evaluation. The parties agree to meet and review the experience assessment results with the goal of confirming the appropriate position on the wage scale for the reviewed employees based on their individual experience. Any adjustment to an individual's experience will be made by mutual agreement based on the assessment findings, and any adjustment would be prospective, not retroactive.

Essentia Health

By: Jan M. Bet

Date: May 7, 2024

UFCW LOCAL #1189

By: [Signature]

Date: 10 May 24

List of Employees to be reviewed:

Lana Shilman  
Kristina Dakovic  
Denise Anderson  
Kate Hawk  
Julianne Banks  
Lynae Rothwell Buckley  
Julee Dehart  
Jennifer Fraboni  
Lisa Bucklew  
Michelle Miller

**LETTER OF UNDERSTANDING**

**Between**  
**SMDC Medical Center d/b/a Essentia Health**  
**Lakewalk Clinic Pharmacy, Proctor Clinic,**  
**Two Harbors Pharmacy, Silver Bay Pharmacy**  
**And**  
**United Food and Commercial Workers Union**  
**Local #1189 (SPUFCW)**

**Bargaining Unit Employees Working in Non-Contract Facilities**

Bargaining Unit Work: The following parameters are established for cross-facility floating amongst staff at Essentia facilities.

Cross-facility Cooperation. The Essentia Health System affords Bargaining Unit staff with opportunities to assist patients in Essentia facilities outside of Bargaining Unit Locations. Conversely, the Essentia Health System possesses outside resources that may be utilized to assist Bargaining Unit staff with patient care within Bargaining Unit Clinics, including Telehealth capabilities currently being utilized (telesitter and telemetry). The maximization of the skilled staff and the operational flexibility provided herein strengthens our ability to fill open shifts created by call-offs or leaves of absence; to react to urgent need situations in real time; and to decrease the number of MTO occasions.

The Employer and the Union concur that the bargaining unit staff are most likely/best suited to: a) provide the desirable level of continuous, safe care; b) provide that care in the most cost-neutral manner; and c) recognize seniority.

An employee who declines a volunteer opportunity to work at another facility will not be treated detrimentally for that decision. An employee may rescind the employee's agreement due to inclement weather.

An employee that is going to be placed on an MTO, per Article 13, and is given an opportunity to pick up a shift at another facility, but declines, will be offered the opportunity to use a MTO or VTO.

\*\* Should the use of Telehealth, telesitter, telemetry or other technology be used for Cross-facility Cooperation, bargaining unit employees will have the opportunity to be trained and qualified to use such technology, should it fall under their job description.

Voluntary shift pick-up by Bargaining Unit staff, by seniority, at non-contract Essentia Health facilities outside of the Bargaining Unit.

- a. When the Employer identifies a need for staff coverage at a non-contract facility outside of Bargaining Unit Locations, staff covered by this agreement may be asked to volunteer to pick up a shift in addition to their scheduled shifts (beyond the employee's FTE) or in lieu of a scheduled shift within the Bargaining Unit.
- b. Picked up shifts will be paid at the employee's regular rate of pay, including any shift premium, unless the rate of pay is a higher pay rate or higher wage at the picked up location, then they will receive

the higher wage. The hours will count towards the calculation of benefits and overtime and subject to applicable overtime provisions.

- c. An employee who picks up a shift will be reimbursed for expenses to the non-home location in accordance with the travel and expense reimbursement policy.
- d. An employee who picks up a shift will clock in at the beginning of the shift at the non-home location.
- e. An employee who has already clocked in at Bargaining Unit Locations and subsequently volunteers to go to another facility to work will remain on the clock during travel to the receiving facility and throughout the remainder of the shift.
- f. If the picked-up location is more than 25 miles from the employee's Bargaining Unit location, the parties may mutually agree to adjust the shift time to account for the time traveling (i.e., if travel is 3 hours roundtrip, the employee will only be required to work for 5 hours at the picked-up location).
- g. An employee will not have the employee's scheduled hours changed as part of the agreement to work at the outside facility unless the employee agrees to the change.
- h. An employee that works at a non-bargaining unit location cannot be mandated to work additional hours/shifts at the non-bargaining unit location.
- i. No employee shall receive a loss of pay or benefits by volunteering.
- j. If no employee volunteers to pick up a shift when offered through the above-defined process, management will not then invoke Article 10, Temporary Assignments, to fill the identified shift.


This Letter of Understanding and the accompanying cross-facility floating program shall be in effect through December 31, 2025, unless the parties mutually agree to extend the program.

Essentia Health

By: 

Date: May 7, 2024

UFCW LOCAL #1189

By: 

Date: 10 May, 24

**LETTER OF UNDERSTANDING**  
**Between**  
**SMDC Medical Center d/b/a Essentia Health**  
**Lakewalk Clinic Pharmacy, Proctor Clinic,**  
**Two Harbors Pharmacy, Silver Bay Pharmacy**  
**And**  
**United Food and Commercial Workers Union**  
**Local #1189 (SPUFCW)**

**Non-Contract Employees Working Within the Bargaining Unit**

Bargaining Unit Work: The following parameters are established for cross-facility floating amongst staff at Essentia facilities.

Cross-facility Cooperation. The Essentia Health System affords Bargaining Unit staff with opportunities to assist patients in Essentia facilities outside of Bargaining Unit Locations. Conversely, the Essentia Health System possesses outside resources that may be utilized to assist Bargaining Unit staff with patient care within Bargaining Unit Clinics, including Telehealth capabilities currently being utilized (telesitter and telemetry). The maximization of the skilled staff and the operational flexibility provided herein strengthens our ability to fill open shifts created by call-offs or leaves of absence; to react to urgent need situations in real time; and to decrease the number of MTO occasions.

The Employer and the Union concur that the bargaining unit staff are most likely/best suited to: a) provide the desirable level of continuous, safe care; b) provide that care in the most cost-neutral manner; and c) recognize seniority.

An employee who declines a volunteer opportunity to work at another facility will not be treated detrimentally for that decision. An employee may rescind the employee's agreement due to inclement weather.

An employee that is going to be placed on an MTO, per Article 13, and is given an opportunity to pick up a shift at another facility, but declines, will be offered the opportunity to use a MTO or VTO.

\*\* Should the use of Telehealth, telesitter, telemetry or other technology be used for Cross-facility Cooperation, bargaining unit employees will have the opportunity to be trained and qualified to use such technology, should it fall under their job description.

Temporary shift pick-up by non-contract Essentia Health staff requested to assist the Bargaining Unit.

- a. When the Employer identifies a need for additional staff coverage to assist with patient care at the Bargaining Unit Locations, non-contract Essentia staff may be assigned to Bargaining Unit work on a limited basis only under the following circumstances:
  - i. In order to assure proper access for patients;
  - ii. In order to avoid a cancellation of patient appointments;
  - iii. In order to meet licensed staff requirements;

**LETTER OF UNDERSTANDING**  
**Between**  
**SMDC Medical Center d/b/a Essentia Health**  
**Lakewalk Clinic Pharmacy, Proctor Clinic,**  
**Two Harbors Pharmacy, Silver Bay Pharmacy**  
**And**  
**United Food and Commercial Workers Union**  
**Local #1189 (SPUFCW)**

**Voluntary Pick-Ups Between Unions**

Bargaining Unit Work: The following parameters are established for cross-facility floating amongst staff at Essentia facilities.

Cross-facility Cooperation. The Essentia Health System affords Bargaining Unit staff with opportunities to assist patients in Essentia facilities outside of Bargaining Unit Locations. Conversely, the Essentia Health System possesses outside resources that may be utilized to assist Bargaining Unit staff with patient care within Bargaining Unit Clinics, including Telehealth capabilities currently being utilized (telesitter and telemetry). The maximization of the skilled staff and the operational flexibility provided herein strengthens our ability to fill open shifts created by call-offs or leaves of absence; to react to urgent need situations in real time; and to decrease the number of MTO occasions.

The Employer and the Union concur that the bargaining unit staff are most likely/best suited to: a) provide the desirable level of continuous, safe care; b) provide that care in the most cost-neutral manner; and c) recognize seniority.

An employee who declines a volunteer opportunity to work at another facility will not be treated detrimentally for that decision. An employee may rescind the employee's agreement due to inclement weather.

An employee that is going to be placed on an MTO, per Article 13, and is given an opportunity to pick up a shift at another facility, but declines, will be offered the opportunity to use a MTO or VTO.

\*\* Should the use of Telehealth, telesitter, telemetry or other technology be used for Cross-facility Cooperation, bargaining unit employees will have the opportunity to be trained and qualified to use such technology, should it fall under their job description.

Voluntary shift pick-up by UFCW Bargaining Unit staff from this contract at Essentia Health facilities in which staff are represented by another bargaining unit, or the utilization of represented staff from another bargaining unit to assist with this contract's Bargaining Unit work.

- a. The parties agree that the use of volunteers from other bargaining units to support this contract's operations on a limited basis, as well as the sending of volunteers from this contract to another represented unit on a limited basis, would require the express written agreement of the other impacted bargaining unit.


- iv. In order to fill unanticipated holes in the schedule within 72 hours of the scheduled shift.
- b. Non-contract Essentia staff may be assigned to Bargaining Unit work on a limited basis under the circumstances described above, provided that:
  - i. All available and qualified bargaining unit employees have been offered a reasonable opportunity to pick up a shift, even if the assignment would result in overtime pay;
  - ii. No bargaining unit employee (or bargaining unit casual) is displaced or has hours reduced through the assignment of the non-contract Essentia staff;
  - iii. The non-contract Essentia employee is qualified and trained to perform the work assigned (note: an employee may be assigned to duties being performed by a bargaining unit employee within the employee's scope of abilities so as to free the bargaining unit employee for other tasks to which the non-contract Essentia staff is not capable of performing);
  - iv. The non-contract Essentia employee will be the first to be relieved if the Employer determines that the additional staff are no longer necessary and it is safe to relieve the non-contract Essentia staff from task.
- c. The limited use of non-contract unit staff to perform bargaining unit work will not require the non-contract unit staff to obtain union membership and will not be deemed accretion of one group of employees into another.
- d. The limited use of non-contract unit staff will not be used as a means of circumventing the hiring of staff into the bargaining unit.

Every three (3) months, or upon request, the Employer shall furnish the union with the following information:

- 1) List of instances in which non-bargaining unit employees have worked at Bargaining Unit Locations, including:
  - a. Date.
  - b. Department.
  - c. Shift.
  - d. Facility where the non-bargaining unit employee is regularly scheduled.
  - e. Date and time that the shift was offered to Bargaining Unit employees.
  - f. Whether a bonus was paid and how much.

This Letter of Understanding and the accompanying cross-facility floating program shall be in effect through December 31, 2025, unless the parties mutually agree to extend the program.

Essentia Health  
 By:   
 Date: May 7, 2024

UFCW LOCAL #1189  
 By:   
 Date: 10/11/24

- b. All available and qualified bargaining unit employees from this contract would be offered a reasonable opportunity to pick up a shift first, even if the assignment would result in overtime pay prior to utilizing an employee from another bargaining unit.
- c. All available and qualified UFCW employees from outside of this bargaining unit will be offered a reasonable opportunity to pick up a shift, even if the assignment would result in overtime pay prior to utilizing an employee from another Union.
- d. No bargaining unit employee from this contract will be displaced or have hours reduced through the assignment of an employee from another bargaining unit.
- e. UFCW and the Employer agree to meet and bargain with any affected bargaining units to discuss the terms and conditions under which Union staff can float between Essentia facilities on a voluntary basis prior to offering shifts under such an arrangement.

This Letter of Understanding and the accompanying cross-facility floating program shall be in effect through December 31, 2025, unless the parties mutually agree to extend the program.

Essentia Health

By: 

Date: May 7, 2024

UFCW LOCAL #1189

By: 

Date: 10 May 24