

**INTEREST-BASED BARGAINING**  
**Between**  
**ESSENTIA HEALTH ST. MARY'S MEDICAL CENTER,**  
**ST. MARY'S HOSPITAL SUPERIOR, AND SMDC MEDICAL CENTER**  
**And**  
**UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL NO. 1189**  
**(SMPHM)**

**WORKING DOCUMENT #1**

**ARTICLE 15**  
**Wages**

~~15.4 Charge Pay. Pharmacists will be eligible for two dollars and fifty cents (\$2.50) per hour Charge Pay on the day shift, Monday through Friday. The Charge Pay rate will be provided under the following circumstances:~~

- ~~a) The Pharmacy Director and Pharmacy Manager are absent for a period of two (2) consecutive full weeks and, therefore, are not available to assume Charge responsibilities for the Pharmacy functions.~~
- ~~b) The Pharmacists placed in the Charge capacity will be designated by the Employer.~~

15.4 Pharmacist in Charge (PIC) and Site Lead Pay. Pharmacists will be eligible for two dollars and fifty cents (\$2.50) per hour for Site Lead pay. The PIC and Site Lead roles will be established under the following circumstances:

- a) The employer will maintain a Site Lead from the bargaining unit at each licensed pharmacy.
- b) Any pharmacist will be eligible to apply for the PIC and/or Site Lead position(s), and the selection of each will be made by the employer.
- c) The employer will determine the need for PIC designation(s) to be made available to the bargaining unit members. No bargaining unit pharmacist will be selected by the Employer to serve as the PIC without their consent.
- d) A pharmacist can serve as both the PIC and Site Lead as selected by the Employer.
- e) Any pharmacist serving as PIC shall have the cost of their pharmacy license from the State Board of Pharmacy reimbursed at no cost to them by the employer.
- f) All communications to or from the State Board of Pharmacy that could have an impact on a bargaining unit member's practice or privacy will be


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handled by management with other practice support needs handled by the PIC with support of the employer.

- g) Vacating the PIC responsibilities can be requested at any time by the serving pharmacist. A mutually agreed upon transition of PIC duties shall be determined by management and the pharmacist; this shall be no longer than 120 days.

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**WORKING DOCUMENT #2**

**ARTICLE 18**  
**Labor Management Partnership**

18.1 The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance, which is in the interest of the employees, the Union, and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor management meeting. Operational processes or procedures addressed in this collective bargaining agreement may be discussed or modified through the Labor Management Committee.

18.2 The committee shall consist of management representatives of the Employer, members of the bargaining unit (which shall be representatives of the various units within the Pharmacy Department), Union business representative, and a representative from Employee and Labor Relations. Bargaining unit members shall be paid for time spent in attendance at designated joint meetings of the Labor Management committee and shall accrue hours for the purposes of contractual benefits.

18.3 The committee will meet as needed, upon request by either party, to review and resolve problems between the Union, employees and Management. The committee will utilize the interest-based problem-solving principles and process and follow an agenda, which shall be distributed in advance of the meeting.

18.4 A pharmacy practice subcommittee of LMC will be established and report up through the LMC committee. The subcommittee will have representatives from pharmacy operational and clinical leaders along with appointed bargaining unit members. This committee will meet on a regular cadence to review and discuss items related to pharmacy practice both clinically and operationally.

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**WORKING DOCUMENT #3**

**Letters of Understanding**

1. Snowbirds – Maintain
2. Christmas/New Year's Holiday Pay – Incorporate into Article 5.2; Delete LOU – **See Working Document #4**
3. Variable FTE Postings – Delete LOU
4. Preceptor Program – Delete LOU
5. Time-off for Bargaining – Edit and Extend
6. Parking – Delete LOU
7. Shift Bidding – Maintain
8. Easter Holiday – Incorporate into Article 5.3; Retain remaining LOU – **See Working Document #4**
9. Unpaid FMLA credit to seniority – Incorporate into Article 10.5; Delete LOU – **See Working Document #5**
10. Paid FMLA – Incorporate into Article 10.4; Delete LOU – **See Working Document #5**
11. AIC Site Lead & PIC Role – Incorporate into Article 5.4; Delete LOU – **See Working Document #1**

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**WORKING DOCUMENT #4**

**ARTICLE 5**  
**Holidays**

5.1 The following days shall be considered holidays for full-time employees and part-time employees (0.6 FTE or greater): New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

5.2 ~~Except for Christmas and New Year's, a holiday which falls on a Saturday will be observed on the immediately preceding Friday and a holiday which falls on a Sunday will be observed on the immediately following Monday. Holidays will be observed on the calendar date of the holiday.~~

The Christmas and New Year's holiday shall be calculated from 3:00 p.m. on the eves until 11:00 p.m. on the day of the holiday (December 25 and January 1). A pharmacist who works during the thirty-two (32) hour Christmas holiday shall be paid at a rate of time and one-half (1.5) the pharmacist's regular rate of pay for all hours worked during this period and shall receive eight (8) hours of holiday pay, or eight (8) hours of a floating holiday~~compensatory straight time off~~. Those employees working flexible schedules will receive holiday pay hours or ~~compensatory time off hours~~ a floating holiday based on the number of hours regularly scheduled to work.

The parties agree that the current scheduling of pharmacists does not include a rotation for scheduling Pharmacists on holidays nor is there a limitation on how many holidays a pharmacist may be scheduled to work. As such, occasionally the current schedule places a pharmacist on a shift after 3:00pm on the eve and again schedules a pharmacist for an additional shift on Christmas Day or New Year's Day.

The parties agree that the current pharmacist schedule shall consider pharmacists scheduled on the Eve and again on the Day of Christmas and New Year's holiday as working "flexible schedules" and as such shall receive holiday pay for all hours scheduled and worked on such holiday.

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For example, a Pharmacist that is scheduled and works an 8-hour shift beginning after 3pm on Christmas Eve and again is scheduled and works an additional 8-hour shift prior to 11pm on Christmas day shall be paid at a rate of time and one-half (1.5) the pharmacist's regular rate of pay for all hours worked plus 8 hours of holiday pay on the Eve and another 8 hours of holiday pay on the Day for a total equivalent of two and one half (2.5)

**5.3 Personal Holidays. This Section 5.3 applies to employees hired prior to August 2, 2011.** In addition to the holidays enumerated above, pharmacists shall earn one (1) personal holiday for each one thousand forty (1040) hours paid exclusive of overtime pay and terminal vacation hours paid. No more than two (2) personal holidays may be accumulated at any time. Personal holidays may be used in lieu of vacation time.

Personal holidays should be requested/granted in accordance with vacation request process requirements, except by mutual agreement.

5.4 Holiday Pay for Holidays Worked. For actual hours worked on a holiday, benefit eligible employees (0.6 FTE or above) shall be paid one and one-half (1½) times their regular rate of pay. For shifts of eight hours or more worked on a holiday, eligible employees shall be paid one and one-half (1½) times their regular rate of pay and receive ~~one~~ an additional day off with pay to be paid on the holiday or used as a ("Floating Holiday"), ~~or be paid at two and one-half (2½) times their regular rate of pay.~~

Benefit eligible employees who pick up a second shift on a holiday shall be paid one and one-half (1½) times their regular rate of pay, plus an additional \$12.50 per hour, for the second shift. The additional \$12.50 per hour is not applicable to compensatory days. An employee working a second shift on a holiday is not entitled to the weekend bonus under Article 15.5 for the second shift.

5.5 Holiday Pay for Holidays Not Worked. The Employer will pay all bargaining unit pharmacists not scheduled to work on a holiday, eight (8) hours at their regular straight time rate of pay or be based on the number of hours regularly scheduled under their flexible schedule.

For pharmacists who are not scheduled to work on a holiday but are otherwise scheduled such that the holiday hours would trigger overtime, the holiday shall be used as compensatory straight time off ("Floating Holiday") in a future week provided its use does not cause overtime during the week in which it is used.

5.6 Floating Holidays. Pharmacists may choose to forgo the holiday benefit during that

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week and use it as compensatory floating holiday straight time off in a future week provided its use does not cause overtime during the week in which it is used and the pharmacist would not fall below a 0.6 FTE during the pay period in which the holiday occurred.

The compensatory floating holiday time must be taken before the end of the next schedule period, except by mutual agreement (example: if the holiday falls during the spring schedule block, the holiday must be used prior to the end of the summer schedule block. Schedule blocks are defined in the vacation granting guidelines). The length of time for the floating holiday in lieu of the holiday shall be equal to the length of the originally scheduled or first picked-up shift worked on the holiday. The pay rate for such floating holiday in lieu of the holiday shall be the employee's regular straight time rate.

5.7 Absences from work or leaves of absence on an employee's scheduled work day preceding or following a holiday shall forfeit their holiday pay if they are unable to produce medical documentation for such absence(s) upon request. For the purpose of this paragraph, if an employee works a holiday but is given a compensatory day in lieu of such holiday, then compensatory day off shall be considered employee's holiday.

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**WORKING DOCUMENT #5**

**ARTICLE 10**  
**Leaves of Absence**

10.1 A leave of absence without pay may be granted in conjunction with the provisions of the Family Medical Leave Act.

10.2 The Essentia Health Policy (EH – A1011) on Family and Medical Leave (FMLA) dated 1/26/2012, or any successor policies provided such policies contain no changes detrimental to employee rights, shall govern leaves of absence under this collective bargaining agreement except for areas specifically addressed elsewhere in this collective bargaining agreement and those items listed below.

10.3 Other Leaves:

- a) For death in the immediate family (parents, brothers, sisters, sons, daughters, husband, wife, stepchildren), a period not to exceed thirty (30) days.
- b) For participation in educational and advanced study programs approved by the Employer.
- c) For other reasons at the discretion of Administration.
- d) A leave of absence beyond ten (10) days, except in the case of personal illness of the employee, shall not be included as working time in determining the date when additional compensation shall be due in recognition of length of service or in determining when vacations shall be due. In cases of leaves of absence for personal illness, the period of leave of absence up to, but not exceeding ninety (90) days shall be included in computing the total length of employment of the employee for the purpose of determining salary increases.

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10.4 Paid Family and Medical Leave:

1. Effective January 2026, or as soon thereafter as the Minnesota Paid Family and Medical Leave law (MNPFML) become effective, eligible employees covered by MNPFML will be granted paid leave consistent with the requirements of the law and consistent with the Employer's policies.
2. Effective January 2026 (or as soon thereafter as the law goes into effect) the Employer will pay fifty percent (50%) of the premiums required by Minnesota Statute 268B.14, subd. 3 and the employee will pay fifty (50%) of the through payroll deduction from their wages to the extent that any such premiums are payable due to work performed in MN, pursuant to Minnesota law.
3. All leaves, whether paid or unpaid, and whether covered by FMLA, MNPFML, or as provided in this Agreement, will run concurrently to the extent permitted by law.

10.5 Unpaid FMLA credit to Seniority

Employee Medical Leave(s) of Absence (Excluding Worker's Compensation) and Family Medical Leave of Absence Seniority credit.

Seniority shall continue to accrue at the Pharmacist's authorized FTE for the duration of their LOA, up to a maximum of ninety (90) days paid and unpaid, for both personal and family medical leaves of absence.

Upon return from the designated leave of absence (LOA) the employee will submit a Workday request to payroll requesting a look back at the employee's coded LOA and give the employee seniority credit for any paid and unpaid LOA time off, up to ninety (90) days.

If employees believe their LOA credit towards seniority is inaccurate, they have 30 days from the receipt of the following monthly seniority report to dispute the seniority credit.

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**WORKING DOCUMENT #6**

**ARTICLE 13**  
**Miscellaneous Conditions of Employment**

**13.2 Professional Pharmacy Development.**

1. Each pharmacist who is a 0.6FTE and above will be granted \$3600 per 3-year contract period. The funds may be used for the following (subject to approval by management):
  - a. To attend conferences and conventions related to pharmacy practice within the scope of a pharmacist's employment and provides ACPE credit or Board approved pharmacy-related CEU. Attendance at any non-ACPE accredited or Board approved course work would qualify for CE reimbursement only by mutual agreement between the employee and manager.
  - b. Toward Board of Pharmacy Pharmaceutical-Specialties Certification, textbooks, and other directly-related CEU costs
  - c. Professional association membership dues
  - d. Journal subscriptions

2. Each pharmacist who is a 0.6FTE and above and has completed examination or actively holds certification from the Board of Pharmacy Specialties will qualify for \$500 reimbursement for examination or maintenance costs per 3-year contract period.

~~2.3.~~        The education expense will be pro-rated, based on calendar days, for new hires.

~~3.4.~~        The following guidelines are in place for attendance at ~~educational~~national conferences:

- a. Union steward and pharmacy management will maintain a pharmacist seniority list that will determine eligibility order for conference attendance. Employees who have attended a conference within the contract cycle will

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move to the bottom of the list.

- b. Time away from work to attend a conference will be granted by seniority if more employees request time off than the employer can accommodate.
- c. Employees must follow the EH Travel and Expense Reimbursement Policy regarding the coverage of expenses related to conference travel.
- d. Employees will receive forty (40) hours paid education time per 3 year contract cycle.
- e. Upon return from an external (non-Essentia provided) conference, the pharmacist ~~may~~ will be required to share learnings in a reasonable format that is mutually agreed upon between the pharmacist and management.

4.5. \_\_\_\_\_ Unused education funds will not carry forward at the end of the 3-year contract term

It is also understood that the benefits described in Article 11.1, are exclusive of this provision.

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**WORKING DOCUMENT #7**

**Wage Grid**

			\$73.12					
		Start						
		Rate		1	2	3	5	10
				2080	4160	6240	10400	20800
Year 1	Pharmacist - Acute Care	2.5%	74.95	76.78	78.60	80.42	82.27	84.15
Year 2	Pharmacist - Acute Care	3.0%	77.20	79.08	80.96	82.83	84.73	86.67
Year 3	Pharmacist - Acute Care	1.9%	78.66	80.58	82.49	84.40	86.34	88.31
Year 3.5	Pharmacist - Acute Care	1.9%	80.13	82.08	84.03	85.97	87.95	89.97

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**WORKING DOCUMENT #8**

**ARTICLE 15**  
**Wages**

15.5 Weekend Bonus. Full-time pharmacists and part-time pharmacists (0.6 or greater) who work more weekend shifts than those for which they are regularly scheduled shall be paid an additional \$12.50 per hour on those additional shifts where the majority of the hours are worked one hundred dollars (\$100.00) for each extra, full weekend shift worked, prorated for shifts of less than eight (8) hours. The provisions of this Section 5 shall apply to all extra full eight (8) hour shifts worked between 1500 Friday 7:00 a.m. Saturday to 7:00 a.m. 0700 Monday. The weekend bonus shall not be paid if additional shifts are worked as a result of pharmacists voluntarily exchanging hours. The bonus shall not be subject to overtime rates or provisions of the contract.

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**WORKING DOCUMENT #9**

**ARTICLE**  
**Funeral LeaveBereavement Leave**

8.1 Essentia Health makes available bereavement leave to all regular employees, excluding casual, employees. Employees must meet eligibility requirements as of the date the absence from work occurs, not specifically the date the eligible event occurs.

Employees are eligible for up to three (3) scheduled workdays to grieve the loss of, complete post-death tasks for, and to travel, make arrangements for or, attend the services for the death of an Immediate Family Member. This is to be used within 12 months of the Immediate Family Member death.

An Immediate Family Member is defined as: Employee's spouse, domestic partner, child (including pregnancy loss), parent, step-child, brother, sister, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, grandchild, step-brother, step-sister and grandparent in-law. Parent shall mean parent of the employee or spouse whether such parent is the natural parent or step-parent.

A Domestic Partner is defined as: To derive benefits as a domestic partner under this policy, domestic partners must be two individuals who are:

- A. jointly responsible for each other's common welfare, including jointly responsible to each other for basic living expenses; and
- B. entered into a committed, interdependent relationship with each other; and
- C. unmarried; and
- D. each other's sole domestic partner; and
- E. over eighteen years of age; and
- F. legally competent to enter into a contract; and
- G. not related by blood closer than permitted by marriage law in their state of residence; and
- H. share a common residence and intend to do so indefinitely.

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~~8.1—A leave of absence without loss of pay of up to three (3) days will be granted to a pharmacist in an authorized position of forty-eight (48) or more hours per payroll period (0.6 FTE), upon request of the pharmacist, in the case of death in the immediate family for the purpose of attending the funeral and/or death related events. Normally, such leave shall include the following: the day of the funeral or death related event and one or two days prior to the funeral or death related event and one or two days after the funeral or death related event subject to the limits above. However, there may be situations for which non-consecutive funeral days are appropriate and may be granted, at the request of the pharmacist, with agreement of the Employer. In addition, upon request, a pharmacist may be granted unpaid funeral leave as above for death of persons not covered by this Section.~~

~~Immediate family shall be defined to include husband, wife, mother, father, stepparents, stepparents-in-law, sister, brother, child, father-in-law, mother-in-law, grandparents, and grandchildren.~~

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**WORKING DOCUMENT #10**

LETTER of UNDERSTANDING  
By and Between  
UFCW Local #1189  
&  
St. Mary's Medical Center, St. Mary's Hospital Superior,  
and SMDC Medical Center

Subject Matter: Time Off for Union Business Related to Collective Bargaining

The parties agree as follows:

- Essentia Health will allow the past practice of up to three (3) pharmacists participating on the union's committee bargaining time off for union business to attend collective bargaining sessions, as business needs allow.
- Union bargaining committee members are each eligible for up to forty (40) hours of paid time off (NPPD pay code) to cover any lost time from scheduled shifts for negotiations. Any additional hours will be discussed by the Employer and the Union.
- Any additional scheduled negotiation sessions that do not incur lost time will be considered unpaid time off for union business (UBVTO pay code) but will still count as hours worked for purposes of seniority and benefits.
- This agreement expires at the termination of the 2026-2029 Collective Bargaining Agreement, unless the parties mutually agree to an extension.

\_\_\_\_\_  
Amy Holodnick                      Date  
Labor Relations Sr. Specialist  
Essentia Health

\_\_\_\_\_  
Stacy Spexet    Date  
Union Representative  
UFCW Local 1189

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