COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN

ST. MARY'S MEDICAL CENTER, ST. MARY'S HOSPITAL SUPERIOR, AND SMDC MEDICAL CENTER

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 1189 (Pharmacist Unit)

May 1, 2026 – April 30, 2029

Contents

ST. MARY'S MEDICAL CENTER, ST. MARY'S HOSPITAL SUPERIOR AND SMDC MEDICAL CENTER
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 1189
(Pharmacist Unit)

THIS AGREEMENT made and entered into this **30th** day of **April 2026** to take effect **May 1, 2026,** by and between St. Mary's Medical Center, St. Mary's Hospital Superior and SMDC Medical Center herein referred to as the "Employer", and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 1189, chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, herein referred to as the "Union".

ARTICLE 1: Purpose

1.1 It is the intent and purpose of the parties hereto to set forth herein the basic Agreement between them for the term hereof, covering the rates of pay, wages, hours and other conditions of employment to be observed and kept between the parties hereto for the employees hereinafter recognized as constituting a unit.

ARTICLE 2: Recognition

2.1 The Employer (St. Mary's Duluth, St. Mary's Hospital Superior and SMDC Medical Center) recognizes the Union as the exclusive bargaining agency for:

All regular full-time pharmacists and part-time pharmacists who are regularly scheduled for 16 hours or more per week, excluding the Pharmacy Director(s), Managers, Pharmacy Specialists and all other employees.

2.2 Casual pharmacists are defined as any pharmacist that does not have a FTE assignment. Casual pharmacists are not represented by the Union.

2.3 The Employer shall not enter into any Agreement 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.

2.4 Both parties to this Agreement recognize that the Employer is an EEO/AA Employer and agrees not to discriminate against or harass any employee because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, status with regard to public assistance, activities in a local commission dealing with discrimination issues, disabled veterans, veterans of the Vietnam era, or any other protected category as defined by statute.

Further, there shall be no discrimination based on membership or participation in the affairs of the Union. The Union agrees, however, that the Union and the employees covered by this contract will not conduct or carry out any Union activities on the Employer's premises, which will materially interfere or tend to interfere with the operation of the Employer.

These principles shall be actively applied in selection, promotion, retention, discipline, or discharge and employees will be treated fairly and judged on their merits.

2.5 Except as specifically limited by the express written provisions of this Agreement, the management of the Medical Centers 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 right to hire; to determine the quality and quantity of work performed; to determine the number of employees to be employed; to lay off employees; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to require observance of the Employer's rules, regulations, retirement and other policies; to discipline or discharge employees for cause; 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 service to be provided, and to change, modify, or discontinue existing methods of service and equipment to be used or provided. It is understood that the interpretation and implementation of the provisions of this Section will at no time involve the violation of Federal or State laws, rules or regulations pertaining to the practice of pharmacy or standards adopted or accepted by the Minnesota and Wisconsin State Boards of Pharmacy, and will not derogate the provisions of this contract.

ARTICLE 3: Vacation

3.1 **This Article applies to employees hired prior to August 2, 2011.** Employees regularly scheduled to work forty (40) or more hours per pay period (0.5 FTE or greater) shall accrue vacation based on all compensated hours (excluding call hours) up to a maximum of eighty (80) hours per pay period. Vacation will be accrued and will appear on the employee's paycheck stub each two-week payroll period beginning from the date of employment according to the following schedule:

Hours Paid	Vacation hrs./yr.	Accrual/hr.
0 - 6240 (during the 1st through 3rd year)	80	0.03847
6241- 10,400 (during the 4th through 5th year)	120	0.05770
10,401 – 31,200 (during the 6h through 15th year)	160	0.07693
31,201 – 35,360 (during the 16th through 17th year)	168	0.08076
35,361 – 41,600 (during the 18th through 20th year)	176	0.08462
41,601 + (after 20 years)	200	0.09615

3.2 Upon completion of the probationary period, employees shall be eligible to use accrued vacation hours prior to twelve (12) months of employment in a benefit eligible status. However, if the employee does not complete twelve (12) months in a benefit eligible status, such employee shall be obligated to repay the employer for any vacation hours used and shall not receive any vacation pay upon termination.

3.3 Vacation pay shall be calculated upon the employee's regular hourly rate of pay in effect at the time of taking vacation.

3.4 Selection of vacation/time off will be scheduled according to written departmental guidelines. While every effort will be made to meet the desires of the employees, senior employees will be given preference over junior employees as to choice. Vacation schedules must conform to the requirements of the Employer and vacation must be taken as scheduled by the Employer. After the annual vacation selection process, all other requests will be taken on a firstcome, first-served basis.

3.5 An employee may accrue a maximum of two times (2x) their annual vacation accrual rate. Once the maximum has been reached, no additional vacation time will be accrued until the vacation balance is decreased below the maximum allowed.

3.6 Employees electing to sell back Vacation must submit an irrevocable election by December 31st of the calendar year immediately preceding the calendar year in which the Vacation will be cashed out and payment made.

Sell back shall be in no less than 24-hour blocks with a maximum of 120 hours to be cashed out each year. A balance of one hundred twenty (120) hours must be left in the Vacation Bank when selling back. Such sell-back shall be at the employee's regular rate of pay at the time the cash out is paid and is subject to applicable payroll taxes.

An employee submitting an election to sell back Vacation hours may designate their payment be made in full on the first payroll cycle of June or December of the following year or split between the two cycles.

Payments will be made according to the following Schedule:

Years of Service	Payment Percentage
0 – 2	-0-
2 – 5	25%
5 – 8	40%
8 – 11	60%
11+	100%

The Employer shall notify the Union in writing of all experience credit given to a new hire and how such experience was determined.

ARTICLE 4: PTO

4.1 Paid Time Off (PTO): This Article 4 applies to employees hired on or after August 2, 2011, and to incumbent employees that elected to convert to PTO. The Paid Time Off ("PTO") Program is designed to meet an individual employee's need for personal time off or cash conversion.

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

Employees with an authorized FTE of 0.6 or greater are eligible to participate in the PTO Program.

PTO accrual is based upon actual hours worked.

Payment of PTO will be made at the employee's regular rate of pay.

4.2 Accruals: Accrual of PTO commences upon hire. Employees are eligible to use accrued PTO immediately.

ACCRUAL TABLE FOR PTO

Years Of Service	Accrual Rate	1.0FTE Annual Accumulation (in Days)
0<3	0.06920	18
3<6	0.08846	23
6+	0.10769	28

The maximum accumulation in an employee's PTO Bank will be one and one half (1½) times the employee's annual accrual. When the employee reaches the maximum accumulation, the accrual then begins in the employee's Reserve Bank. A maximum of four-hundred and eighty (480) hours may accumulate in the Reserve Bank. When hours are used in the PTO Bank, accruals end in the Reserve Bank and begin again in the PTO Bank.

4.3 Requests: Requests for PTO must be submitted to the employee's immediate supervisor as far in advance of the requested time off as possible. The immediate supervisor shall respond to requests for time off in advance of the date(s) requested, in accordance with department guidelines.

In the event of an unexpected illness or emergency, the employee is expected to provide as much notice as possible.

Management may limit the granting of PTO to assure proper staffing levels.

Notwithstanding the above, approval of PTO requests will be based upon total bargaining unit seniority according to departmental guidelines. Management will review PTO guidelines with staff on an annual basis, if requested. The Employer has the sole right to determine proper staffing levels.

4.4 PTO Conversion: Pharmacists will have the option to elect to convert to PTO. Once such change is elected, the employee will not be able to return to Vacation and Sick. Employees electing this option shall have their unused vacation and sick leave accruals converted to PTO in accordance with the following:

A. Vacation hours will be rolled into the regular PTO bank, to a maximum of one and one-half (1 ½) times the annual PTO accrual. Vacation hours in excess of the maximum shall be rolled into the Reserve Bank and subject to the sellback provision under section 4.6 of this Article.

B. Up to forty-eight (48) hours of sick leave shall be rolled into the regular PTO bank. Any remaining hours of accumulated sick leave shall be placed into a "Sick Leave Bank."

C. The order by which banked hours shall be used is PTO in accordance with section 4.5 of this Article first, Reserve Bank second, Sick Leave Bank third, returning to PTO as needed.

D. Once a bargaining unit member's Sick Leave Bank hours have been exhausted, that bank will be terminated.

4.5 Reserve Bank: An employee may opt to transfer any or all of the excess hours from their PTO Bank on a one-for-one basis to their Reserve Bank twice per year (June 1st and December 1st). A total of forty (40) hours must be left in the PTO Bank after hours have been transferred to the Reserve Bank.

Hours may accumulate in the Reserve Bank in the following ways: (A) accrual rollover from the PTO Bank upon reaching the maximum; or (B) optional transfer from the PTO Bank.

Once an employee has used three (3) consecutive days per calendar year of regular PTO for illness or accident the employee may access their Reserve Bank following the first day of the illness or accident. If the employee elects to draw from their Reserve Bank, they will continue to draw down the Reserve Bank until the Reserve Bank balance is depleted.

4.6 Sell Back: Employees may "sell back" (cash out) Reserve Bank hours. A balance of forty (40) hours must be left in the Reserve Bank when selling back. Employees electing to sell back Reserve Hours must submit an irrevocable election by December 31st of the calendar year immediately preceding the calendar year in which the Reserve Hours will be cashed out and payment made. Such sell back of Reserve Bank hours may be done twice per year (June 1st and December 1st). Payments will be made according to the following Schedule:

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

Upon termination of employment (voluntary or involuntary), the employee will be paid the remaining Reserve Bank hours in accordance with the above sell back schedule.

4.7 Bonus: Employees with an authorized FTE of 0.6 or greater will receive a one-time bonus of PTO hours based upon the following schedule, pro-rated for 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)

An employee from outside the bargaining unit who transfers into a position covered by this CBA will, if under the vacation/sick plans, have their unused vacation hours and sick leave hours converted to PTO in accordance with this Article.

4.8 The Employer may give credit for experience to newly hired Pharmacists for the purpose of PTO. New hires shall receive full credit for all hospital pharmacist experience and the Employer may prorate all non-hospital pharmacist experience. Should a newly hired employee receive more PTO time than a current employee with the same experience that employee shall be brought up to the same level as the new hire.

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. Holidays will be observed on the calendar date of the holiday.

5.2 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.

5.3 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 (1 ½) times their regular rate of pay and receive one additional day off with pay to be paid on the holiday or used as a Floating Holiday.

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.

5.4 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.

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. Those employees working flexible schedules will receive holiday pay hours or 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.

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)

5.5 Floating Holidays. Pharmacists may choose to forgo the holiday benefit during that week and use it as 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 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.

5.6 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.

ARTICLE 6: Sick Leave

6.1 **This Article 6 applies to employees hired prior to August 2, 2011.** Employees shall be entitled to sick leave with pay for personal illness or to care for their ill dependent children as per Minnesota Statutes, provided the employee has enough sick time accumulated to cover the time absent from work. The Employer may request reasonable evidence of such illness. Sick leave shall not be granted for absences from work on the day immediately preceding or immediately following a holiday, weekend, or days off when the employee is not scheduled to work unless satisfactory evidence of such illness is presented to the Employer.

6.2 Upon hire, a pharmacist with an authorized FTE of 0.5 or greater shall earn and accumulate sick leave at the rate of 0.04616 hour for each compensated hour, to a maximum of eighty (80) compensated hours per pay period. The maximum accrual of sick leave shall be seven hundred twenty (720) hours.

6.3 Full-time and part-time pharmacists (0.5 FTE or greater), shall be provided a wellness incentive of ten ($10.00) per day for each unused sick day accrued and not taken during the period of July 1 through June 30. In order to be eligible for the incentive, a pharmacist must be at a benefit eligible FTE, actively employed as of June 30, and worked a minimum of six (6) months of the wellness year. The maximum number of days that will be eligible for the wellness incentive shall be twelve (12) days per wellness year. The wellness incentive shall be paid only to those employees on the payroll on June 30 and shall not be paid to pharmacists who terminated during the wellness year. The actual payment of the wellness incentive will take place as soon as practicable after the July 1 calculation date.

ARTICLE 7: Insurance Programs

7.1 The Employer will continue the present hospitalization, surgical protection, dental and life insurance for its eligible employees except as the same may be improved from time-to-time.

7.2 Health Insurance Coverage. The Employer will provide to pharmacists covered by this Agreement (full-time and part-time 0.6 FTE or greater) coverage under the SMDC Health Plan. Effective January 1, 2016, Health insurance Plan B will no longer be available to employees.

The Employer will contribute eighty-five percent (85%) of the single coverage premium, with the employee responsible for contributing the remaining fifteen percent (15%). Effective January 1, 2008, the Employer will contribute seventy-five percent (75%) of the family coverage premium, with the employee responsible for contributing the remaining twenty-five percent (25%).

The designation of this carrier is inserted for the purpose of defining benefits, and the Employer shall have the right to change insurance carriers provided no interruption or substantial benefit diminution is effected.

7.3 Essentia Health Non-Contract Consumer Directed Health Plan: Effective during the open enrollment period for Plan Year 2015, employees in this bargaining unit will be offered the opportunity to enroll in the Essentia Health Non-Contract Consumer Directed Health Plan with option of a Health Savings Account as an additional option to those provided under section 7.2 above. Essentia Health shall have the right to change this insurance program and/or select an alternate carrier during the term of this agreement.

7.4 Life Insurance Coverage. The Employer shall provide to full-time and part-time (.6 or greater) employees a term life insurance policy equal to one times (1x) the employee's base salary (not including overtime, shift differential, on-call pay or other premium pay) up to a maximum of three hundred thousand ($300,000), payable to such beneficiaries as may be designated by the employee.

7.5 Dental Insurance Coverage. The Employer shall provide single dental coverage to eligible full-time and part-time (.6 or greater) employees.

The Employer will select a reputable insurer to obtain and maintain such coverage. Coverage will be made available subject to the definitions, exclusions and other terms of the dental insurance policy. The Employer shall have the right to change the insurance carrier provided no interruption or substantial benefit diminution is effected.

Coverage will be afforded subject to such terms and conditions, usual in the case of dental insurance policies, as the carrier may impose.

7.6 Long-Term Disability Insurance. The Employer shall provide eligible full-time and part-time (.6 or greater) pharmacists a long-term disability insurance program. The basic provisions of the plan include:

a) Beginning the first of the month following ninety (90) days of employment, Pharmacists shall be eligible for Long Term Disability Plan. The plan will pay sixty (60%) percent of the employee's monthly salary up to $5000.00 per month after the employee has been disabled for ninety (90) days. The Employer will pay 100% of this premium for this insurance.

b) Coverage is made available subject to the definition, exclusion, and other terms of this insurance policy.

7.7 Eligibility. The above designated hospital, surgical, dental and life insurance and long-term disability insurance coverage shall be furnished only to the full-time and part-time (.6 or greater) employees who are specified above to be so eligible, but only after they have completed the probationary period provided for in this contract. Resident Pharmacists, with no break in service, that accept a casual position upon completion of their residency, shall not be required to complete the waiting period for eligibility under this Article if they accept a benefit eligible position within 90 days of completion of their residency. Such Residents shall be eligible for benefits the first of the month after beginning work in a benefit eligible position. If any application blanks or information are required of the employees from any of the companies carrying such coverage, such application blanks or information will be furnished to the employee at the time of their employment.

7.8 Employees who are unable to work for prolonged periods of time because of illness or disability have an obligation to inform the Employer of any change in their condition which would affect the day they are returning to work. Employees should contact the Employer once every two (2) weeks if the nature of their condition is such that an approximate date to return to work cannot be established.

The employee further will instruct their attending physician that the Employer desires a one week notice of the actual date upon which the employee can return to work and will attempt to obtain such notice from such attending physician and will furnish it to the Employer. If the employee is unable to return to work prior to such date or if the employee is unable to obtain such one week's notice from the attending physician (and reasonable diligence on the part of the employee will be required), the Employer will reassign such employee to duty at the first reasonable opportunity for scheduling but in no event more than one (1) week after notice that the employee is able to return to work.

7.9 Termination of Employment. Medical, dental and life insurance will be automatically terminated at the end of the calendar month in which an employee is laid off or is terminated either voluntarily or involuntarily (except in cases where termination is for misconduct), or in any other manner ceases to work for the Employer. However, employees have the choice to continue said insurance programs at the group rate and at the employee's expense for a maximum period of eighteen (18) months.

7.10 Extensions During Disability. The Employer will continue to pay its share of medical, dental and life insurance coverage's for any employee temporarily absent due to any disability (occupational or non-occupational) for a period of twelve (12) weeks. For disability leave beyond twelve (12) weeks, employees have the choice to continue said insurance programs at the group rate and at the employee's expense for a maximum period of eighteen (18) months.

7.11 Contract Limitations. The Employer will contract for the coverage above provided, subject to the limitations and terms above specified and subject to such limitations and terms as are customary in contracts furnished by insurance carriers for the above designated coverage; but the failure of any insurance carrier, medical association or any underwriter to provide any of the benefits above specified, for which such contracts shall be made, shall result in no liability to the Employer nor shall such failure of any such insurance carrier, medical association or underwriter be considered a breach of any of the obligations of the Employer undertaken by this or any other Agreement with the Union. Such insurance contracts and medical and hospital coverage will cover the eligible employees above specified, but if any of such contracts shall be cancelled, the Medical Center shall immediately do what may be necessary to provide substitute contracts to the best of its ability.

7.12 The foregoing provisions of the "Insurance Programs" shall not apply to any person employed on a temporary basis to fill in during vacation periods for permanent employees or who are employed for short periods any scheduled work week, as relief employees, nor shall such persons be entitled to the benefits thereof.

7.13 Pension. The Employer will roll all eligible members (except those who were eligible to stay in the old defined benefit plan and chose to do so) to the employers defined contribution plan as of January 1, 2003. The Employer shall make an annual contribution of not less than five percent (5%) of each eligible employee's gross wages.

ARTICLE 8: Bereavement 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.

ARTICLE 9: Jury Duty

9.1 A pharmacist shall advise the Employer when they receive a notice to report for jury duty. The Employer may, based upon need for service, request that the pharmacist be excused from jury duty. The pharmacist shall cooperate in obtaining an excuse from jury service, if an excuse can be obtained. If practicable, the Employer may reschedule the pharmacist to a time not in conflict with the times they are directed to report for jury duty.

If the pharmacist is not rescheduled for the afternoon shift and reports for jury duty, they shall be reimbursed for the difference between the amount paid for such service (exclusive of travel pay) and their regularly scheduled pay for a shift missed on jury duty.

If scheduled for the afternoon shift, a pharmacist who is actually impaneled on a jury, or who is not excused from jury service before 12:00 noon, shall not be required to report for the afternoon shift and shall be reimbursed for the difference between the amount paid for such service (exclusive of travel pay) and their regularly scheduled work hours.

A pharmacist called for a jury and then excused shall call the Employer advising of this fact, and if requested to do so, shall promptly report for duty for the balance of their shift.

This policy applies only to petit jury service and not to grand jury service.

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.

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.

ARTICLE 11: Hours of Work and Overtime

11.1 The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen [14] consecutive days). The normal work day will be eight (8) hours, which may be divided into two (2) four (4) hour periods with reasonable time off for a meal. If an employee is required to work in excess of eighty (80) hours during the two (2) week period or in excess of eight (8) hours in any work day as defined above, they will be paid at time and one-half (1 1/2) their regular rate of pay for all excess time so worked. For the purpose of calculating overtime, time worked shall include all vacation, PTO, holiday and personal holiday hours paid.

Employees are entitled to two (2) paid fifteen (15) minute rest periods during an eight (8) hour work period.

The Employer may adopt a work standard of forty (40) hours per week, and pay overtime for time worked in excess of forty (40) hours per week. If such a method is chosen, no overtime shall be paid for time worked in excess of eight (8) hours in a work day.

11.2 The Employer will make a reasonable effort to avoid scheduling employees with less than ten (10) hours off between shifts. Exceptions to this principle of scheduling may be made by mutual agreement between the Employer and the individual concerned, or in unusual situations where the variation is required to avoid depriving patients of needed pharmacy services.

11.3 Pharmacists may be scheduled either a regular day/afternoon or a day/night rotation, except for those employees employed or subsequently scheduled to work a regular day, afternoon or night shift. Pharmacists shall be scheduled at the pharmacists' authorized FTE. If the needs of the Employer require the temporary assignment of a pharmacist to a rotation other than their regularly scheduled rotation, and such need cannot be met on a voluntary basis, the least senior qualified pharmacist may be assigned to meet such staffing need. The Employer reserves the right to make necessary scheduling changes to provide for shift coverage.

The Employer has the right to make changes to the scheduling template. Input will be gathered from bargaining unit members and evaluation of the schedule options will be collaborated on through the LMC process prior to union notification of schedule template changes. The Union will be notified at least seventy-five (75) calendar days prior to the start of the scheduling block in which the changes will take effect. Changes to the scheduling template will be offered based on seniority.

11.4 <u>Procedure for Filling Open Shifts</u>: 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.

The Employer's basic policy shall be to use bargaining unit staff before/to the exclusion of non-bargaining staff except when:

a) No bargaining unit staff is available/can work the needed shift(s);
b) An unforeseen emergency such as a natural disaster, facility disaster or unforeseen staffing shortage occurs

The following procedure is the order in which bargaining unit employees shall be offered additional shifts/hour by seniority:

1. Those part-time and full-time staff that are willing to work extra hours shall put these requests/offers in writing. This includes daily, weekly, and on-going willingness and availability.
2. From #1 above, offer the shift/hours to the part-time bargaining unit staff by seniority who would be eligible to work at straight-time.
3. If no response to #2, offer to casual pharmacists, up to a total of thirty-two (32) hours per casual pharmacist per pay period.
4. If no response to #3, offer to bargaining unit staff by seniority (whether the employee is working that day or not) who is eligible to work at time and one-half (1.5) irrespective of the number of hours in overtime, including casual pharmacists in excess of thirty-two (32) hours per pay period.
5. If no response to #4, offer to non-bargaining unit qualified staff.
6. Should all of the above not fill the staffing needs, the employer may fill the shift by assigning it to the most junior available employee on a rotation basis in reverse order of seniority. The employees' obligation under this section shall be rotated by inverse seniority that shall start over every contract year.

11.5 Off-Premises Work. The Employer will notify the Union in the event that off-premises assignments or opportunities present themselves. This notification will include information sharing, discussion, and input from the staff regarding concerns, issues, utilization and staffing. Volunteers will be sought for such assignments. If there are no volunteers, the least senior qualified employee will be assigned.

11.6 Overtime payments shall not be duplicated for the same hours worked under the terms of this contract, and to the extent that hours are compensated for as 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.

ARTICLE 12: Reduction of Hours or Layoff

12.1 Volunteer Process in Reduction of Hours or Layoff. The Employer will advise the Union as soon as possible, in advance of any actual or proposed reductions or layoffs, and upon request of the Union, the parties shall meet to discuss the implementation or effect of any reductions or layoffs. In the event of an ongoing reduction of hours or layoff, the Employer shall eliminate interns (not to include interns in educational rotations who are not replacing regular FTE), and temporary Pharmacists first, and the Employer may seek volunteers to accomplish the necessary reductions or layoff. The Union representative or designee shall be included in the process of the Employer seeking voluntary reductions of FTEs. The process shall be based on seniority by asking the most senior Pharmacists first, provided there are pharmacists who presently possess the clinical competencies to provide patient care. If the Union does not agree with the Pharmacist(s) to be reduced or the process of the reduction(s), the matter(s) will be resolved through mediation or mutual agreement.

12.2 Reduction of Hours and Layoff. If the Employer determines that there is still a need to reduce hours or implement a layoff, the Employer shall reduce hours or layoff starting with the least senior Pharmacist within the unit using total seniority, provided there are pharmacists who presently possess the clinical competencies to provide patient care. If the union does not agree with the Pharmacist(s) to be reduced or the process of the reduction(s), the matter(s) will be resolved through mediation or mutual agreement.

12.3 Recall of Laid off Pharmacists. Pharmacists involuntarily or voluntarily reduced or laid off are eligible for recall by seniority order, provided there are pharmacists who presently possess the clinical competencies to provide patient care. If the Union does not agree with the Pharmacist(s) to be recalled or the process of the recall, the matter(s) will be resolved through mediation or mutual agreement. The Pharmacist(s) will be eligible for recall until the earliest of the following occur:

a. Until two years following the date of the layoff. (This will be on hold if the matter is being resolved through mediation or mutual agreement)
b. Until the recall or refusing a recall to a position as a Pharmacist with equal or greater FTE.

Pharmacists recalled from the recall list must be available to report for scheduled shifts no later than three (3) days following the Employer's notice of recall, or as determined by the Employer, but no sooner than three (3) days unless by mutual agreement. Acceptance of a temporary or casual position will not cause removal of a Pharmacist from the recall list.

12.4 A Pharmacist may have the option to take a voluntary layoff under this Article, in which case, the Employer shall not contest the affected Pharmacist's eligibility for unemployment compensation benefits.

12.5 Pharmacist recall 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 applicable health insurance plan on the first day of the month following the date of recall, and shall not be subject to the waiting period otherwise required for such coverage. Pharmacists recalled and returning to benefit-eligible positions or benefit-eligible FTE status that were receiving Vacation time, personal holiday, and Sick time shall continue to receive Vacation time, personal holiday, and sick time. In addition, the pharmacist will have their sick bank reinstated.

12.6 In addition or as an alternative to a reduction of hours or layoff, the Employer may first offer full-time and part-time pharmacists the opportunity to voluntarily take a special administrative leave of absence without pay for up to ninety (90) calendar days. Any Pharmacist who takes a special administrative leave of absence shall be able to take such leave as VTO. The Employer will not permanently fill the pharmacists' positions. The voluntary special leave of absence will be offered by seniority by asking the most senior pharmacist first provided there is a lower senior pharmacist who can perform the work.

12.7 The Flex Plan is a document that continues to be modified through LMC. The following flex terms are incorporated as part of this Agreement and cannot be modified through LMC.

12.8 Flex Down: Where the need for reduced staffing occurs based on but not limited to surgical volumes, procedures or house census, the sequence to flex down, provided there are pharmacists who presently possess the clinical competencies to provide patient care, is:

a. Volunteers by seniority;
b. Non-contract pharmacists, with the exception of residents in order to comply with residency requirements;
c. Pharmacists who will incur overtime;
d. If flex down is not accomplished through preceding steps and a need to flex down remains, the least senior pharmacist may be assigned to flex down based on the list maintained for this purpose.

No pharmacist shall be assigned flex down more than forty (40) hours in a contract year. Pharmacists who volunteer or who are assigned to flex down may elect to use vacation, PTO, or personal holiday benefit time for the hours missed, however, these hours shall be paid at straight time and shall not be used in the computation of overtime. The hours a pharmacist flexes down will count as hours worked for the purposes of seniority and benefits.

ARTICLE 13: Miscellaneous Conditions of Employment

13.1 Tuition Reimbursement. The Employer's Policy and Procedure for Tuition Reimbursement as updated from time to time, shall apply to employees covered by this Collective Bargaining Agreement. Changes made to the program by the Employer shall also apply to pharmacists.

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 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.

3. The education expense will be pro-rated, based on calendar days, for new hires.
4. The following guidelines are in place for attendance at educational 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 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 will be required to share learnings in a reasonable format that is mutually agreed upon between the pharmacist and management.

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.

13.3 Adoption Expense Reimbursement Policy. The Employer's Policy and Procedures for Adoption Expense Reimbursement as updated from time to time, shall apply to employees covered by this Collective Bargaining Unit. This policy will be followed during the term of this agreement until such time a new policy is adopted, provided the new policy does not diminish adoption reimbursement benefits.

13.4 Temporary Employees. An employee who is hired to substitute for a specific absent employee, or an employee hired to work a project of limited duration. Temporary employees are not covered by any provisions of this agreement except for the wage increment scales, overtime and shift differential provisions.

13.5 Licensure Requirements.
Effective April 1, 2001, all newly hired pharmacists will, as a condition of employment, be required to obtain licensure in Minnesota and Wisconsin within one (1) year from date of hire. The Employer will pay the cost of the additional license for those pharmacists hired on or before April 1, 2001, who elect to obtain this dual licensure.

13.6 New Qualifications/Requirements

A. Any new qualification that requires additional education or certification of bargaining unit employee(s) shall be scheduled as part of the authorized FTE of the affected employee(s), unless they are approved for such education to be above their FTE.
B. Notice of any new education or qualification requirement under consideration that does not apply uniformly to all bargaining unit employees will be sent to the union and brought to LMC to collaborate on an implementation plan to be executed in an agreed upon timeline.
C. Bargaining unit employees who are required to meet the new qualification will be provided the appropriate education/certification at no cost to the employee, and they will not be required to utilize the education funds or education time benefits provided under Article 13.2.
D. Bargaining unit employees who are NOT required to meet the new qualification but still wish to voluntarily participate in the education offered may do so at their discretion, provided they have adequate funds and education time as outlined in Article 13.2.

13.7 Coverage of Non-Patient Care Time. To support the availability of additional PTO/Vacation opportunities and the bargaining unit's ability to spend time in non-direct patient care work (including education time, required training, project time, and testing and evaluation of new technologies, etc.), pharmacy leadership/specialists may be scheduled in advance to assist with direct patient care work, not to exceed a combined total of 0.65 FTE per scheduling period (0.4 FTE of weekday coverage, and 0.25 FTE of evening/night/weekend coverage). No pharmacy leadership/specialists shall be allowed to work if a pharmacist is working reduced hours or on layoff. The provisions of this section are intended to be independent from any other provisions regarding leadership direct-care work that are outlined elsewhere in the Collective Bargaining Agreement.

Additional coverage may be approved by mutual agreement with the Union.

At the expiration of this Collective Bargaining Agreement, the total FTE permitted under this Section will reduce to 0.3 total FTE per scheduling period, unless extended by mutual agreement with the Union.

ARTICLE 14: Discipline and Termination of Employment

14.1 Termination by the Employer. The Employer may terminate for just and sufficient reasons the service of the employees covered by this contract provided that progressive discipline has been followed.

14.2 Progressive Discipline. The steps of progressive discipline are defined as:

1. Verbal Warning
2. Written Warning
3. Final Written Warning
4. Termination

14.3 The following non-inclusive list of examples of employee misconduct may not be subject to progressive discipline and may warrant more sever disciplinary action, up to and including termination:

a) Dishonesty
b) Intoxication
c) Consumption of alcohol, drugs or other intoxicating substance while on duty
d) The use or dissemination of drugs contrary to provisions of the department or any governing laws, rules, statutes or regulations.
e) Harassment
f) Discrimination
g) Theft
h) Violation of the Health Insurance Portability and Accountability Act (HIPAA)
i) Insubordination
j) Violence

Discipline regarding drug/alcohol violations will be imposed in accordance with the Employer policy and procedure on Drug and Alcohol Testing for Employees.

14.4 Any disciplinary warnings and/or termination notices will be issued in writing to the employee, and a copy will be sent to the union.

The employee may protest any such discharge per Article 19 – Grievance Procedure.

14.5 Voluntary Termination by Employee. Employees covered by this contract electing to resign or quit their employment will give the Employer one (1) month written notice and shall continue in the Employer's service during this one (1) month period, with the exception that the employee may leave sooner when competent replacement can be made by the Employer.

An employee who fails to report to work as scheduled or fails to furnish the Employer with a justifiable excuse within forty-eight (48) hours of the first missed shift shall be deemed to have resigned from their position. However, if the employee can furnish reasonable proof that the employee could not report for work or could not notify the Employer of their absence due to illness, unforeseen emergency or other justifiable reason, the employee shall be reinstated without any break in service and seniority, provided the vacancy has not already been filed with a permanent replacement.

ARTICLE 15: Wages

15.1 Wage Scale. The wage schedules under this section state the minimum hourly rate of pay for pharmacists covered by this Agreement. They shall be as follows:

PHARMACIST HOURLY WAGE SCALE

				Start Rate	1	2	3	5	10
					2080	4160	6240	10400	20800
Year 1	5/1/2026	Pharmacist - Acute Care	2.5%	74.95	76.78	78.60	80.42	82.27	84.15
Year 2	5/1/2027	Pharmacist - Acute Care	3.0%	77.20	79.08	80.96	82.83	84.73	86.67
Year 3	5/1/2028	Pharmacist - Acute Care	1.9%	78.66	80.58	82.49	84.40	86.34	88.31
Year 3.5	11/1/2028	Pharmacist - Acute Care	1.9%	80.13	82.08	84.03	85.97	87.95	89.97

Wage advancement from one step to the next is based upon credited hours of work. A credited hour is any hour for which a Pharmacist worked and was paid by the Employer.

15.2 Newly Hired Employees. New employees may be hired at a rate higher than the listed start rate. Should a new employee be hired at a rate above the listed top rate, all employees at the top rate or above shall receive that same rate of pay as the new hire, provided it is higher than the employees' current rate. If a new hire is hired at a rate below the five (5) year step, an adjustment will not be made to the existing employees' rates.

15.3 Shift Differential.

A. Afternoon Differential. Pharmacists working the afternoon shift where the majority of the hours worked between 1500 and 2300 shall be paid a shift differential premium of two dollars and fifty cents ($2.50) per hour. Effective 5/1/2025, the afternoon shift differential shall increase to $3.00 per hour.

B. Night Differential. Pharmacists working the night shift where the majority of hours worked between 2100 and 0700 shall be paid a shift differential premium of $4.00 per hour.

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 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.

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 between 1500 Friday to 0700 Monday. The weekend bonus shall not be paid if additional shifts are worked as a result of pharmacists voluntarily exchanging hours.

15.6 On-Call Pay. Employees who are required to be on call will be paid $8.00 per hour. When an on-call employee is called to work, the employee will be paid at the appropriate wage rate under the terms of this Agreement for hours actually worked. The employee shall not receive pay at the on-call rate on top of the employee's pay for performing the work. On-call hours shall not be considered hours worked for the purposed of determining overtime pay.

Any pharmacist consulted via phone or text at the request of Pharmacy Management during the Pharmacist's time off to address an issue shall be paid at the Pharmacist's regular hourly rate, billable in 15-minute increments. This provision will not apply to checking a Pharmacist's ability to report for work.

ARTICLE 16: Seniority

16.1 Every employee covered by the terms of this contract shall have seniority calculated based on hours worked, not to exceed 80 hours per pay period, from the date of such employee's original date of hire as a registered pharmacist recorded in the records of the Employer unless such seniority is broken for reasons specified herein. Such seniority shall apply only to layoffs and rehiring of such employees.

16.2 Probationary Period: The first five hundred twenty (520) hours of employment is considered the probationary period, and the employee may be discharged with or without cause without constituting a violation of this Agreement. If such probationary period is interrupted by a leave of absence, disability or illness of more than five (5) working days, a comparable amount of time shall be added to the probationary period. The probationary period may be extended in increments of one hundred thirty (130) hours as needed, up to a maximum of one thousand forty (1,040) hours by mutual agreement between Management and the Union.

16.3 The seniority of any employee who is absent due to a personal illness or disability will not be broken or terminated due to such condition for a period of time equaling such employee's length of service with the Employer, not to exceed, however, one (1) year's total absence (2080 hours).

16.4 The seniority of any employee who is absent due to a bona fide workers' compensation injury shall not be broken or terminated due to such condition for a period of time equaling such employee's length of service with the Employer, not to exceed, however, two (2) years total absence (4160 hours).

In order to preserve this seniority protection related to disability, personal illness, and workers' compensation, employees are required to request written extensions of their seniority after the first six (6) months absence, and keep the Employer and Union notified of their condition every two months thereafter.

16.5 An employee's seniority for any purpose shall be broken and terminated by:

1. Voluntarily quitting the employment.
2. Discharge for cause.
3. Failing within one (1) calendar week to report for work after lay-off upon receipt of notice of recall.
4. Employment by any other employer during sick leave or a leave of absence.
5. Lay off which continues for more than two (2) years.
6. Failure to apply for re-employment within the statutory limitation after honorable discharge from any military service.
7. Working six (6) months in a non-bargaining unit position.

ARTICLE 17: Posting of Positions

17.1 Internal Postings: Internal postings will be utilized when there is an opportunity to reconfigure existing positions. Such postings will be limited to changes in hours, shift rotation, increases/decreases in FTE, and to add or change flexible schedules.

Internal postings cannot be used to change a pharmacist from an unscheduled (casual) to a scheduled status.

In an effort to expedite the process to reach stable staffing levels and avoid the cascade effect of several consecutive posting periods arising from a single vacancy as employees shift around, an internal bidding process for work assignments will be executed as follows:

A) When an internal vacancy arises, an email notification will be sent to all bargaining unit members regarding the opportunity to participate in the internal bidding process.

B) Any bargaining unit members interested in moving to a new assignment will submit a notice of interested within twenty-one (21) days of the posting notification.

C) Upon receipt of all notices of interest at the close of the posting period, leadership will offer new assignments based on seniority.

D) Bargaining unit members that do not wish to change assignments do not need to submit a notice of interest, and they will remain in their current assignment.

17.2 House-Wide Postings: The Employer will post new and vacant positions covered by this Agreement on the Employer's intranet. Postings shall include shift rotation, FTE, weekend obligation, on-call status, starting wage rate, and necessary qualifications.

House-wide postings will be posted for seven (7) days prior to any permanent hiring or permanent transfer of pharmacists into these positions.

The Employer may offer Pharmacists an opportunity to increase or decrease FTE, so long as the current FTE total does not change. This option, if offered, will be open to all Pharmacists and awarded based on seniority among those expressing interest, provided the incremental FTE increases/decreases meet scheduling needs. Any remaining available FTE may in turn be posted in accordance with this Article.

17.3 Qualifications: The Employer shall identify qualifications prior to posting positions. The qualifications shall be consistent with the job description. Any additional qualifications necessary for the position shall be identified on the posting. Such additional qualifications shall be consistent from posting to posting, with documented rationale whenever such qualifications are changed.

Employees and other applicants for positions shall be considered based on the following factors:

1. Ability to meet the posted qualifications;
2. Ability to meet the physical demands of the position;
3. Performance evaluations and job performance;
4. Job interview(s);
5. Additional information the candidate wishes to be considered related to their qualifications for the position;
6. When factors 1 through 5 above are relatively equal, preference shall be given to the most senior pharmacist within the bargaining unit;
7. Bargaining unit pharmacists meeting the posted qualifications shall be given priority over non-bargaining unit pharmacists.

Nothing in this Section shall require the Employer to employ a pharmacist in a position for which they are not qualified, and the Employer shall have the right to make the final determination on qualifications.

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 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.

ARTICLE 19: Grievance Procedure

19.1 Any dispute or controversy involving the interpretation or application of any of the terms of provisions of this Agreement shall be submitted for settlement under the grievance procedure as herein provided:

19.2 Step 1. Any employee who believes that the Employer has violated any of the terms or conditions of this contract in relation to their employment shall be considered to have a complaint and such employee shall immediately and promptly take such complaint to the head of their department. Such employee and department head shall attempt to resolve said complaint. No complaint will be considered by any department head or representative of the Employer unless it is brought to the attention of the department head or representative of the Employer within five (5) days of its alleged occurrence, except as hereinafter provided as to wages.

19.3 Step 2. In processing grievances from this step onward, they shall be in writing and the form for the grievance shall be approved by both the Employer and the Union. If said employee and department head cannot resolve said complaint within such five (5) day period, the employee shall reduce the complaint to writing on a form to be supplied by the Employer or the Union, which shall be considered a grievance. The grievance shall be so reduced to writing and submitted within ten (10) days after the occurrence of the alleged violation of this contract or grievance to Labor Relations; provided, however, that complaints or grievances as to the amount of money due and payable to any employee for wages, hours worked, vacation allowances and days off may be filed and furnished to Labor Relations, within thirty (30) days after the first regular payday following the occurrence of such alleged violation relating to such wages.

Failure to give any such notice of any grievance shall constitute a permanent waiver and bar of the grievance and the employee shall be forever foreclosed from raising any complaint or grievance in regard thereto. The representatives of the Employer and the Union shall immediately, after the submission of such grievance in writing by mutual negotiations, attempt to arrive at a satisfactory settlement thereof.

19.4 Step 3. Either party may call for mediation of the dispute by a Mediator mutually agreed upon from the local office of the Federal Mediation and Conciliation Service; both parties must agree to mediation. A recommendation for settlement of the dispute by the mediator shall not be final and binding upon either party unless it is mutually agreed.

19.5 Step 4. If such grievance cannot be settled promptly between the parties within five (5) calendar days after the delivery of written notice of the grievance, the matter may be submitted to a Board of Arbitration by either party. Such an appeal to arbitration shall be in writing and served on the other party. The Employer shall select one (1) member for the Board of Arbitration and the Union shall select one (1) member. In the event these two members of the Arbitration Board cannot agree to an adjustment of the dispute or grievance within five (5) working days after their first meeting, the two so selected shall select a third member of the Board who shall serve as an impartial chairman. If the two so chosen cannot agree upon an impartial chairman, then either member may request the Federal Mediation and Conciliation Service to appoint such impartial chairman and the arbitrator so appointed shall then be a member of and chairman of the Board of Arbitration. The decision of the Board of Arbitration shall be made within a reasonable time after the conclusion of the hearing upon the grievance before such Board of Arbitration. The decision or award of said arbitrators or majority of them shall be final and binding upon the parties. The Board shall not have jurisdiction to hear or try any case unless in strict compliance with the time limitation set out herein, and such Arbitration Board shall have authority only to interpret and apply the provisions of this Agreement, but shall not have authority to alter any of the provisions hereof in any way, provided, however, that the time limitations herein specified may be extended by a written approval of the parties hereto. The expenses and remuneration of the Board of Arbitrators shall be borne by the parties equally.

ARTICLE 20: Union Membership

20.1 All pharmacists covered by this Agreement shall on or after the ninetieth (90th) day of employment, as a condition of employment either, become a member of the Union and pay to the Union the usual and customary initiation fee, and periodic dues, if any; or pay such amount equal to the initiation fee and periodic dues as a service fee in lieu of Union membership to the Union; or, if a member of a bona fide religious body or sect which has established tenets and teachings and a history of objection to joining or supporting labor organizations, pay to a non-religious charity, selected by the pharmacist, exempt from taxation as defined by Sec. 501 (c) (3) of the Internal Revenue Code, an amount equal to the initiation fee and periodic dues.

20.2 All pharmacists covered by this Agreement shall have the opportunity at any time to change their status relative to Union membership. Such change must be made by written notice and filed with both the Employer and Union. Such notice shall serve as signed approval by the pharmacist for the Employer to deduct from the pharmacist's salary the amount equal to the initiation fee and periodic dues as a service fee or charitable contribution and to forward such amounts to the Union or charity as so authorized. All pharmacists within the unit who are hired after the execution of this contract, at the time of hire, shall be furnished with an electronic Union dues deduction card.

20.3 A duplicate original of the electronic dues deduction card, if such card is signed by the pharmacist, shall be sent to the Union office, together with basic data on the new employee, namely, full name, address and telephone number. A copy of such application for membership and dues deduction card, if signed, shall be made available to the Union representative in the Employer's Human Resources Department.

20.4 If a pharmacist who is required under this Agreement to pay initiation fee and dues to the Union, or service fee, or make a charitable contribution, fails to pay such initiation fee or dues, or service fee, or make such contribution, the Union will advise the Employer that such pharmacist is delinquent in such payment. Such notice must be in writing directed to the Employer and the Union may demand the discharge of any pharmacist delinquent in the above payments. Upon receipt of such notice and demand for discharge, it shall be the obligation of the Employer to discharge such pharmacist within thirty (30) days of the receipt of such notice unless within that period the pharmacist shall tender to the Union any delinquency in initiation fee or dues, service fees, or charitable contribution. If a dispute occurs between the Union and a pharmacist over a discharge, the Union will hold the Employer harmless and will handle the dispute without cost to the Employer. The Employer shall, pursuant to the dues deduction card deposited with the Employer, if signed, deduct from the pharmacist's salary next due and forward to the Union, together with an appropriate record, the initiation fee, if required, and the dues for Union membership. If a dispute occurs between the Union and a pharmacist over these deductions, the Union will hold the Employer harmless for the payments made and will handle the dispute without cost to the Employer.

20.5 The Employer agrees to deduct amounts designated by employees for the UFCW Active Ballot Club (ABC) when the Employer has been furnished an individual written authorization for making such deductions. It is agreed that the ABC authorization is to be voluntary. The Employer agrees to remit the ABC contributions to Local #1189 in the same manner as the Union dues.

20.6 After the conclusion of the scheduled General Orientation day for new hires, a representative of the UFCW will be allowed to meet with each new bargaining unit member. Such time will be unpaid.

ARTICLE 21: No Strikes or Lockouts, and Bargaining Unit

21.1 There shall be no strikes or lockouts, of any kind whatsoever during this Agreement. The prohibition again strikes and lockouts shall be absolute and shall apply regardless of whether the cause of the strike or lockout is direct involvement or sympathy for another Union, Employer or Association.

ARTICLE 22: Legality

22.1 To the best knowledge and belief of the parties, this contract Agreement contains no provision which is in violation of Federal or State law or regulation. Should, however, any provision of this contract Agreement at any time during its life be finally and effectively determined by a court or administrative agency to be inoperative because of any conflict with present or future Federal or State law or regulation, then such provision shall continue in effect only to the extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

22.2 In the event that any provision of this contract Agreement is rendered inoperative as described in the foregoing paragraph of this Article 22, the parties shall enter negotiations for the purposes of insofar as possible retaining the original intent and effect of any provision affected by such law or regulation.

ARTICLE 23: Duration and Renewal

Except as otherwise herein provided, this Agreement will be in full force and effect as of **May 1, 2026**, until **April 30, 2029**, and will continue in full force and effect from year-to-year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least ninety (90) days prior to **April 30, 2026**, or October 31 of any year thereafter, provided either party will have fifteen (15) days after the giving of such notice by the other party within which to present counterproposals thereto. In the case of giving of such notice to change or modify the provisions or terms hereof, this Agreement will continue in full force and effect as aforesaid except as to those provisions or terms respecting which there has been such notice of a desire to change or modify; and the parties further agree to meet and negotiate in good faith regarding any change or modification of provisions or terms so requested by either party in such notice.

It is understood that while either party may present a proposal to modify this Agreement, and the other party shall have the opportunity to present counterproposals, in subsequent bargaining neither party shall be limited to those propositions set forth in such proposal or counterproposal.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed at Duluth, Minnesota, this 30th day of April, 2026, to take effect May 1, 2026. The parties agreed that the wages as set forth in Article 15.1, will be paid retroactively to May 1, 2026.

ST. MARY'S MEDICAL CENTER, ST.MARY'S HOSPITAL SUPERIOR, and SMDC MEDICAL CENTER

By: ______________________
John Haberman, Labor Relations VP

By: ______________________
Jason Baasten, Labor Relations Advisor

By: ______________________
Amy Holodnick, Labor Relations Sr. Spec.

By: ______________________
Heather Cary, Pharmacy Op. Sr. Manager

By: ______________________
Brent Williams, Pharmacy Op. Sr. Manager

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1189

By: ______________________
Stacy Spexet, Union Representative

By: ______________________
Stephanie Grube, Negotiating Committee

By: ______________________
Devon Rudolph, Negotiating Committee

By: ______________________
Benjamin Marcusen, Negotiating Committee

LETTER of UNDERSTANDING: SNOWBIRD

By and Between

UFCW Local #1189
&
St. Mary's Medical Center, St. Mary's Hospital Superior,
and SMDC Medical Center

Snowbird: This letter of understanding is intended to introduce the "snowbird" concept to this bargaining unit as a way to expand the pool of pharmacists available for vacation relief and to allow pharmacists to maintain a casual status.

The Employer agrees to inform retiring pharmacists who meet the eligibility requirements of this position. Interested pharmacists must submit a written request to the Pharmacy Director.

Eligibility

A. Five (5) years (10,400 + hours worked) of service within the bargaining unit.

B. A satisfactory work record.

C. Maintains clinical and organizational competencies.

Annual Work Obligation

A. Must be available from May 1 through September 30 and work a minimum of two hundred (200) hours. Once your minimum work obligation of two hundred (200) hours is completed, your obligation has been fulfilled, even if this occurs before September 30.

B. Holiday hours worked will be compensated per Article 3, Holidays.

C. Must use the designated contract process for available shifts, Article 11.4, Procedure for Filling Open Shifts. Between May 1 and September 30, snowbirds would be contacted for filling open shifts prior to section #3 in Article 11.4. Snowbirds would be exempt from section #7 in Article 11.4, which addresses mandating extra shifts.

For the Employer:	For the Union:
Name ________/signed/_____________	Name ________/signed/______________
Title ____________________________	Title ____________________________
Date ____________________________	Date ____________________________

LETTER of UNDERSTANDING: TIME OFF FOR UNION BUSINESS RELATED TO COLLECTIVE BARGAINING

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 will be unpaid (UBVTO pay code). 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.

6-23-2026
Amy Holodnick Date
Labor Relations Sr. Specialist
Essentia Health

11 July 26
Stacy Spexet Date
Union Representative
UFCW Local 1189

LETTER of UNDERSTANDING: SHIFT BIDDING

By and Between

UFCW Local #1189

&

St. Mary's Medical Center, St. Mary's Hospital Superior,

and SMDC Medical Center

Subject Matter: Shift bidding

The Parties Agree as follows:

- In relation to Article 17, Posting of Positions, the parties agree that prior to utilizing the new posting of positions process, the Labor Management Committee (LMC) will review the process and practice before implementing, at a special LMC. meeting.
- The parties also agree to work together during the rebidding process and after completion of the rebidding process the team will meet to review opportunities for improvement in the process.

6-23-2026		11/24/26	
Amy Holodnick	Date	Stacy Spexet	Date
Labor Relations Sr. Specialist		Union Representative	
Essentia Health		UFCW Local 1189	