Collective Bargaining Agreement

Between

North Memorial Medical Center
University of Minnesota Medical Center, Fairview-Riverside Campus
Fairview Southdale Hospital
HealthEast-St. Joseph’s Hospital

And

Professional Employee Pharmacists of Minnesota
A Division of SEIU Healthcare Minnesota

Effective January 1, 2017
Through
December 31, 2019
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LETTER OF UNDERSTANDING: DUES/FEES DEDUCTIONS
EMPLOYMENT AGREEMENT

This is an Agreement made and entered into the day and year hereinafter written by and between the undersigned Hospital, hereinafter referred to as the "Hospital," and the Professional Employee Pharmacists of Minnesota, a Division of SEIU Healthcare Minnesota hereinafter referred to as the "Union," as follows:

ARTICLE 1: RECOGNITION

The Hospital recognizes the Union as the exclusive bargaining representative for all Registered Pharmacists (regardless of educational degree) excluding supervisors, interns, employees working on average less than seventeen (17) hours per pay period at the end of each quarter (starting with the pay period ending the first quarter of 2001) and all other employees.

ARTICLE 2: MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management of the Hospital and the direction of the working forces shall be vested solely and exclusively in the Hospital. 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 contract for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to require observance of Hospital 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 Article 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 State Board of Pharmacy.

ARTICLE 3: WAGES

3.1 The minimum hourly and monthly rates of pay for the classifications covered by this Agreement shall be as follows:
<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Hourly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$57.22</td>
<td>$9,916.23</td>
</tr>
<tr>
<td>After 2 years</td>
<td>$58.64</td>
<td>$10,162.31</td>
</tr>
<tr>
<td>After 4 years</td>
<td>$59.69</td>
<td>$10,344.28</td>
</tr>
<tr>
<td>After 6 years</td>
<td>$60.38</td>
<td>$10,463.85</td>
</tr>
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<td>After 8 years</td>
<td>$61.46</td>
<td>$10,651.02</td>
</tr>
<tr>
<td>After 10 years</td>
<td>$65.47</td>
<td>$11,345.95</td>
</tr>
<tr>
<td>After 15 years</td>
<td>$65.75</td>
<td>$11,394.48</td>
</tr>
<tr>
<td>After 20 years</td>
<td>$66.04</td>
<td>$11,444.73</td>
</tr>
<tr>
<td>Per Diem Rate:</td>
<td>$66.81**</td>
<td>N/A</td>
</tr>
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</table>

Effective with the first full pay period commencing closest to 1/1/18 - 2%

<table>
<thead>
<tr>
<th>Length of Service</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Start</td>
<td>$58.36</td>
<td>$10,113.79</td>
</tr>
<tr>
<td>After 2 years</td>
<td>$59.81</td>
<td>$10,365.07</td>
</tr>
<tr>
<td>After 4 years</td>
<td>$60.88</td>
<td>$10,550.50</td>
</tr>
<tr>
<td>After 6 years</td>
<td>$61.59</td>
<td>$10,673.55</td>
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<tr>
<td>After 8 years</td>
<td>$62.69</td>
<td>$10,864.18</td>
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<tr>
<td>After 10 years</td>
<td>$66.78</td>
<td>$11,572.97</td>
</tr>
<tr>
<td>After 15 years</td>
<td>$67.07</td>
<td>$11,623.23</td>
</tr>
<tr>
<td>After 20 years</td>
<td>$67.36</td>
<td>$11,673.49</td>
</tr>
<tr>
<td>Per Diem Rate:</td>
<td>$68.15**</td>
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Effective with the first full pay period commencing closest to 1/1/19 - 2%

<table>
<thead>
<tr>
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<th>Monthly</th>
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<tr>
<td>Start</td>
<td>$59.53</td>
<td>$10,316.55</td>
</tr>
<tr>
<td>After 2 years</td>
<td>$61.01</td>
<td>$10,573.03</td>
</tr>
<tr>
<td>After 4 years</td>
<td>$62.10</td>
<td>$10,761.93</td>
</tr>
<tr>
<td>After 6 years</td>
<td>$62.82</td>
<td>$10,886.71</td>
</tr>
<tr>
<td>After 8 years</td>
<td>$63.94</td>
<td>$11,080.80</td>
</tr>
<tr>
<td>After 10 years</td>
<td>$68.12</td>
<td>$11,805.20</td>
</tr>
<tr>
<td>After 15 years</td>
<td>$68.41</td>
<td>$11,855.45</td>
</tr>
<tr>
<td>After 20 years</td>
<td>$68.71</td>
<td>$11,907.44</td>
</tr>
<tr>
<td>Per Diem Rate:</td>
<td>$69.51**</td>
<td>N/A</td>
</tr>
</tbody>
</table>

** The purpose of the Per Diem rate is to provide an incentive to Casual Pharmacists (Non Benefit Eligible) to work off shifts i.e.: evenings, nights, weekends
and holiday shifts. Casual Pharmacists who accept such an assignment are subject to local work agreements that govern this program.

3.2 New hires will be placed on the wage scale at a level commensurate with experience. Internships may receive up to one (1) year experience credit.

3.3 Salary increments as described herein shall be credited on a basis of one (1) year (12 months) credit for each year worked as a licensed Pharmacist.

ARTICLE 4: HOURS OF WORK AND OVERTIME

4.1 The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks [14 consecutive days]. The normal work day will be eight (8) hours. If an employee works in excess of eighty (80) hours during the said two (2) week period or in excess of eight (8) hours in any work day, she/he will be paid at one and one-half (1-1/2) times her/his regular rate of pay for all excess time so worked. An employee who works in excess of twelve (12) consecutive hours shall receive double time the employee’s regular straight time hourly rate for such excess time worked. Overtime payments shall not be duplicated for hours worked in excess of eight (8) in a regular work day and in excess of eighty (80) for a two (2) week work period or in excess of twelve (12) consecutive hours. Paid sick leave, unworked holidays, and vacation hours shall be considered as hours of work for overtime purposes. The trading of shifts by Pharmacists must be approved in advance by the Hospital or its designee.

4.2 The Hospital and Union may mutually agree to overtime payments at the rate set forth above on the basis of time worked in excess of forty (40) hours during any one (1) week [seven (7) consecutive days]. If such method of payment is used, no overtime shall be paid for time worked in excess of eight (8) hours during a workday.

4.3 An employee who is called to work an unscheduled shift and who is called not later than one-half (1/2) hour after the commencement of that shift shall be paid for the entire shift if she/he arrives within a reasonable period of time after being called.

4.4 Additional Intermittent Hours: Additional intermittent hours may first be offered to volunteers at the Hospital’s discretion. Where two or more volunteers seek the same open hours, the hours will be assigned to the most senior qualified Pharmacist volunteering on a non-overtime basis. If additional hours still need to be filled, the Hospital will first offer them to regularly scheduled part-time Pharmacists, on a non-overtime basis, based on seniority; then to casuals before any outside agency is used. If the Hospital determines to use overtime to fill hours, the Hospital will offer the overtime based on seniority starting with the most senior qualified Pharmacist. If the process spelled out above does not cause the hours identified by the Hospital to be covered, the Hospital will then assign the hours to the least senior qualified Pharmacist not already scheduled for those
same hours. If issues arise regarding the use of agency Pharmacists, as authorized above, the parties agree to meet and discuss this issue. It is the intent of the Hospital that open shifts due to daily absenteeism, as opposed to such things as extended consecutive absences by an employee, will not be filled by outside agencies except in the case of emergency. In addition, except for leaves granted pursuant to the contract or leaves required by law, the Hospital agrees that it will not use an outside agency without concurrently having a Pharmacist position posted.

(2) Immediate Need Hours: Immediate need overtime shall be offered to the most senior Pharmacist on duty on the shift prior to the shift where the overtime is needed, after the Hospital has exercised its option to offer the hours as described in paragraph 1 above. The senior Pharmacist shall have the right to refuse such overtime. In such instance, it shall be offered by seniority and in the event no one wants it, it shall be assigned to the least senior qualified Pharmacist on duty on the shift prior to the shift where the overtime is needed; however, no one shall be required to work more than two (2) consecutive eight (8) hour shifts except in emergency situations. In the interest of patient safety, except in the case of an emergency, an employee may not work, in a rolling seven (7) consecutive day period, more than three (3) double shifts in this period and not more than two (2) consecutive days of double shifts. In addition, except in the case of an emergency, an employee may not work more than one hundred twenty (120) hours in any pay period, which must include the employee’s regularly scheduled shifts.

4.5 Schedules shall be posted fourteen (14) calendar days in advance of the Pharmacist's scheduled work and that schedule shall reflect four (4) weeks of scheduled hours. Changes in posted schedules will not be made without notification to the Pharmacists affected.

4.6 In the establishment of new work week schedules, which call for fewer weekends or straight shifts, the Hospital shall give preference to qualified employees in accordance with seniority.

4.7 Any part-time employee who is consistently scheduled and/or consistently works above their authorized hours for a period of six (6) months or more may request to have their authorized hours changed to reflect their actual hours worked up to 80 hours per pay period. The employer will not be required to increase authorized hours if such hours are based on a temporary need, e.g., short-term vacation or sick coverage or medical leave. The employer may decrease authorized hours where an employee consistently gives away their scheduled hours over a period of six (6) months or more.

4.8 Alternative Weekend Schedule - The Hospital may establish flexible scheduling plans providing work schedules of only two (2) 12-hour shifts every weekend. An employee may agree to work additional shifts; but such agreement shall not be a
condition of being accepted for available Alternative Weekend Schedules. Plans established under this Section 4.8 shall be subject to the following conditions:

(1) Alternative Weekend Schedules developed under this program shall be within a forty-eight (48) consecutive hours period between 7:00 p.m. Friday and 7:00 a.m. Monday.

(2) An employee electing this program will be scheduled to work two (2) 12-hour shifts on consecutive days during the forty-eight (48) hour period on every weekend. The employee will receive thirty-six (36) hours of pay at the employee's regular rate of pay for this twenty-four (24) hours of work.

(3) An employee working two (2) 12-hour weekend shifts on an Alternative Weekend Schedule shall be credited with thirty-six (36) hours per weekend [seventy-two (72) hours per payroll period] toward accumulation of all contractually provided benefits, including pension and seniority. An employee will receive one (1) hour of credit toward benefits for each additional hour the employee agrees to work.

(4) Vacation and sick leave used shall be paid and be deducted from the employee's accumulated vacation and sick leave at the same rate as it is accrued. An employee will, therefore, receive eighteen (18) hours of pay for each twelve (12) hour weekend shift taken as vacation or sick leave.

(5) An employee electing an Alternative Weekend Schedule may be scheduled to work on each holiday falling on a weekend.

(6) Holiday pay shall be based on the number of hours regularly scheduled under the Alternative Weekend Program.

(7) Section 6 relating to the weekend bonus shift differential shall not apply to the two (2) 12-hour shifts for which an employee is normally scheduled; but will apply to any additional weekend shifts an employee agrees to work.

(8) The basic work week for employees on the Alternative Weekend Program shall be forty (40) hours per week. An employee shall be paid time and one-half (1 1/2) for all hours worked in excess of forty (40) hours per week. An employee working in excess of her or his scheduled work day shall be paid time and one-half (1 1/2) for all excess hours so worked except that hours in excess of twelve (12) consecutive hours in a work day shall be paid at the rate of double (2) time.

(9) Employees on the Alternative Weekend Program may elect permanent assignment to the night shift. The remaining night shifts shall be shared proportionately by employees electing to work twelve (12) hour shifts on weekends under this Program.
(10) An employee may revoke her or his consent to an alternative weekend schedule pursuant to this program by giving written notice. The employee shall be entitled to return to an open available position for which the employee is qualified and which has an equal number of hours per payroll period as the employee had prior to electing the Alternative Weekend Program. The Hospital shall likewise give the employee notice of equal length in the event the Alternative Weekend Program were discontinued.

(11) An employee participating in this Alternative Weekend Program may, with Hospital approval, trade hours with an employee who is not on an Alternative Weekend Schedule. Each employee involved in the trade will be paid at that employee's regular rate of pay excluding the Alternative Weekend Schedule Premium and in accordance with that employee's standard for overtime eligibility. An employee on an Alternative Weekend Schedule who trades hours with another employee who is scheduled to work a twelve (12) hour shift between 7:00 p.m. Friday and 7:00 a.m. Monday shall continue to receive pay as set forth in this Section. An employee who agrees to work a scheduled shift for an employee on an Alternative Weekend Schedule shall be paid at the rate of pay the employee would otherwise receive for weekend work.

ARTICLE 5: SCHEDULING COMMITTEE

Each hospital will establish a committee to review and discuss various scheduling issues including, but not limited to, attempting to develop desirable positions as part of a master schedule by seniority. Participants will include the union steward or designee and meetings will be held quarterly or when the occasion arises for discussion and/or resolution of reasonable and appropriate subjects.

If the hospital intends to create a schedule that would change the current pay or benefits outlined in the agreement, the hospital agrees to notify the Union of such schedule. Upon the request of the union, the Hospital agrees to meet and negotiate the changes with the Union.

ARTICLE 6: SHIFT DIFFERENTIAL, WEEKEND BONUS & WEEKEND PREMIUM

6.1 A shift differential shall be payable as follows:

<table>
<thead>
<tr>
<th>Shift Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening Shift</td>
<td>$2.65 per hour</td>
</tr>
<tr>
<td>Night Shift</td>
<td>$3.50 per hour</td>
</tr>
</tbody>
</table>

The shift differential shall be paid for the full shifts for all regularly scheduled shifts where a majority of the hours worked are between 3:00 p.m. and 7:00 a.m.

6.2 Weekend Bonus - Full-time and regularly scheduled part-time Pharmacists who work more weekend shifts than those for which they are regularly scheduled shall be paid an additional Sixty-five Dollars ($65.00) for each extra shift worked of five
(5) hours or more. The provisions of this Section shall apply to all shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday. The weekend bonus shall not be paid if additional shifts are worked as a result of Pharmacists voluntarily exchanging hours.

6.3 Weekend Premium - A Pharmacist shall receive premium pay for each hour worked during a period of eight (8) consecutive shifts commencing with the Hospital's regular Friday evening shift and apply to all shifts worked between 3:00 o'clock pm Friday and 7:00 o'clock am Monday at the following rate: $1.75 per hour.

ARTICLE 7: ON-CALL

Employees who are required by the Hospital to be on-call shall be paid three dollars ($3.00) per hour for each on-call hour. On-call hours shall not be considered hours of work for the purpose of determining overtime pay.

ARTICLE 8: VACATION

8.1 Eligible employees accrue vacation each payroll period and total accrued vacation is reported to the Pharmacist. The following table shows the actual accruals per hour and the maximum vacation which is available at any time:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>VACATION</th>
<th>MAXIMUM ACCRUAL PER YEARS &amp; HOURS*</th>
<th>MAXIMUM ACCRUED VACATION AT ANY GIVEN TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 6 months</td>
<td>Not Available</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&gt; 0 mos &lt; 1 year</td>
<td>accrue 80 hours to a maximum of 2080 compensated hours @ .0385 vacation hours/compensated hours</td>
<td>80 hours</td>
<td>80 hours</td>
</tr>
<tr>
<td>&gt; 1 year</td>
<td>accrue 120 hours to a maximum of 2080 compensated hours @ .0577 vacation hours/compensated hours</td>
<td>120 hours</td>
<td>240 hours</td>
</tr>
<tr>
<td>&gt; 4 years</td>
<td>accrue 160 hours to a maximum of 2080 compensated hours @ .0769 vacation hours/compensated hours</td>
<td>160 hours</td>
<td>320 hours</td>
</tr>
<tr>
<td>&gt; 15 years</td>
<td>accrue 168 hours to a maximum of 2080 compensated hours @</td>
<td>168 hours</td>
<td>336 hours</td>
</tr>
<tr>
<td>YEARS OF SERVICE</td>
<td>VACATION</td>
<td>MAXIMUM ACCRUAL PER YEARS &amp; HOURS*</td>
<td>MAXIMUM ACCRUED VACATION AT ANY GIVEN TIME</td>
</tr>
<tr>
<td>------------------</td>
<td>----------</td>
<td>-----------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>&gt; 16 years</td>
<td>accrue 176 hours to a maximum of 2080 compensated hours @ .0846 vacation hours/compensated hours</td>
<td>176 hours</td>
<td>352 hours</td>
</tr>
<tr>
<td>&gt; 17 years</td>
<td>accrue 184 hours to a maximum of 2080 compensated hours @ .0885 vacation hours/compensated hours</td>
<td>184 hours</td>
<td>368 hours</td>
</tr>
<tr>
<td>&gt; 18 years</td>
<td>accrue 192 hours to a maximum of 2080 compensated hours @ .0923 vacation hours/compensated hours</td>
<td>192 hours</td>
<td>384 hours</td>
</tr>
<tr>
<td>&gt; 19 years</td>
<td>accrue 200 hours to a maximum of 2080 compensated hours @ .0962 vacation hours/compensated hours</td>
<td>200 hours</td>
<td>400 hours</td>
</tr>
</tbody>
</table>

8.2 Hospitals presently providing vacation benefits in excess of those listed above shall continue such schedules for employees employed on the effective date of this Agreement. Employees employed after said date shall receive vacation benefits as provided above.

8.3 If an employee becomes ill or disabled during vacation, she/he shall be paid sick pay upon certification by a competent physician or licensed health care provider affiliated with an HMO, and shall receive the unused portion of such vacation during the vacation period.

8.4 Holiday and Vacation Scheduling: In order to provide an orderly process in the selection of vacation and holidays, the parties agree to the following process:

(a) Commencing November 15 of each year, the Hospital will make available the holiday calendar for the next year. Holidays will be selected following the normal process and must be selected by December 14.
(b) Commencing December 15, the Hospital will make available a vacation calendar detailing in as clear a fashion as possible the number of weeks (or days) available for vacations scheduled between May 1 and September 30 to meet vacation requests submitted for that time period. Commencing June 15, the Hospital will make available a vacation calendar detailing in as clear a fashion as possible the number of weeks (or days) available for vacations scheduled between October 1 and April 30 to meet vacation requests submitted for that time period. In order to have a vacation granted, an employee must have earned vacation equal to the amount of vacation requested, or will have earned enough vacation by the date the schedule is posted in which the proposed vacation time would be taken.

(c) Vacation requests shall be made by January 15 and the Hospital shall respond by February 15 for vacations scheduled between May 1 and September 30. Vacation requests shall be made by July 15 and the Hospital shall respond by August 15 for vacations scheduled between October 1 and April 30. Vacation requests submitted in this manner shall be awarded on a seniority basis as follows:

Two priority picks: Subject to the provisions of paragraph b above, there will be two rounds of bidding in which each pharmacist, in order of seniority, shall have the opportunity to request and be awarded a single, contiguous block of time off before additional requests for time off are granted. After the two priority rounds are completed, additional vacation time requested during the bid period shall be awarded in seniority order. Vacation requests submitted after January 15 and July 15 will be awarded on a first come basis. The Hospital shall respond to these requests within two (2) weeks if time allows.

(d) Any vacation granted to an employee must be taken by the employee unless it is withdrawn in writing eight weeks prior to the date on which the vacation is scheduled.

(e) In connection with the holiday and vacation calendars discussed in this section, it shall be the sole responsibility of employees to monitor the movement of those calendars and handle all issues that may arise.

ARTICLE 9: HOLIDAYS

9.1 Employees will be granted the following nine (9) holidays with pay: New Year's Day, Good Friday or Easter Sunday (not both), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the employee's birthday and a personal floating holiday to be taken at a time mutually agreed upon between each individual employee and the Hospital. The personal floating holiday shall be provided only after employees have completed one (1) year of continuous service. Employees who do not work on such holidays shall receive eight (8) hours of pay at
their regular straight time rate unless the employee’s regular daily work schedule is in excess of eight (8) hours then the employee will be paid for that amount of time off. However, the payment of idle holiday pay, as described in the preceding sentence, shall not cause the employee to exceed the employee’s regularly scheduled full-time equivalent status for a pay period. Any employee working on any of such holiday shall be paid, in addition to her/his regular straight time rate of pay for the hours worked, straight time pay as holiday pay up to the number of hours worked on the holiday or will be given eight (8) hours of straight time off. If a holiday falls during an employee’s vacation, an extra day shall be added to the vacation. If a holiday falls on an employee’s day off, she/he may, by mutual agreement, select compensatory time off within a two (2) week period before or two (2) week period after the holiday. That employee may, by mutual agreement with the Hospital, receive compensatory time off in lieu of holiday pay for time worked on a holiday.

9.2 For purposes of this Section, Christmas Day shall be deemed to extend over a thirty-two (32) hour period from the start of the relief shift beginning on December 24 through the end of the relief shift which began on December 25; New Year’s Day shall be deemed to extend over a thirty-two (32) hour period from the start of the relief shift beginning on December 31 through the end of the relief shift which began on January 1. Hospitals currently commencing the holiday at 7:00 a.m. may commence the thirty-two (32) hour period at the start of the night shifts on December 24 and December 31 respectively.

A Pharmacist shall be paid at the rate of time and one-half (1 1/2) for all hours worked on Christmas Day and/or Thanksgiving Day and shall receive holiday pay up to the number of hours worked on the holiday or compensatory straight time off during the thirty-two (32) hour Christmas period and/or the twenty-four (24) hour Thanksgiving period. The compensatory time off shall be granted within a two (2) week period before or a two (2) week period after said holiday.

9.3 In order to receive holiday pay, an employee must have completed at least ninety (90) days of employment and must have worked the regularly-scheduled day before and after the holiday.

ARTICLE 10: PAID TIME-OFF

The parties agree that during the life of this contract, either party may exercise the right to meet and negotiate with the other concerning the terms of a paid time-off plan.

ARTICLE 11: SICK LEAVE

11.1 Pharmacists shall earn sick leave at the rate of one (1) day for each month of continuous employment until a maximum of ninety (90) days of sick leave have been earned and accumulated.
11.2 Sick leave shall be paid to employees during a period of illness up to the maximum provided herein.

11.3 In order to receive payment of sick leave, an employee must furnish satisfactory proof of sickness, including a physician's certificate, when such proof is requested by the Hospital.

11.4 No sick leave shall be paid during the probationary period. Employees who have completed such probationary period shall accumulate sick leave from the date of employment.

ARTICLE 12: DISCHARGE

No employee shall be discharged, suspended or issued a written reprimand except for just cause.

ARTICLE 13: PROBATIONARY PERIOD

13.1 The first ninety (90) calendar days of employment of any full-time employee and the first ninety working days (not to exceed six (6) months) of any part-time employee shall be a probationary period, during which time the employment of such employee may be terminated with or without cause.

13.2 Up to sixty (60) days of the ninety (90) day probationary period will be waived on the basis of one (1) day of the probationary period for each day of internship time spent at the employing Hospital within the six (6) months immediately prior to the beginning of employment.

ARTICLE 14: LEAVES OF ABSENCE

14.1 (a) A leave of absence without pay will be granted to employees for illness, disability, and maternity for a maximum period of six (6) months. During such leaves employees may use accrued sick leave while ill or disabled.

(b) An employee returning from such a leave of absence within ninety (90) calendar days after commencement of the leave shall be returned to her/his former position. An employee returning from such a leave after ninety (90) days from the commencement of the leave shall be returned to work as a Pharmacist. However, if the Hospital has not permanently filled the Pharmacist's position and it remains open and available at the time the Pharmacist is ready to return to work then, in that case, the Pharmacist shall be returned to the position he/she held prior to the commencement of the leave.

14.2 Critical Illness or Death in the Immediate Family - A leave of absence without pay will be granted for critical illness or death in the immediate family (parents, brothers, sisters, sons, daughters, husbands and wives) for a period of up to ninety
14.3 **Bereavement** - A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, husbands and wives or domestic partners, step-parents, step-children, step-brothers and step-sisters) for the purpose of attending the funeral or memorial service of the deceased. Such leave shall be the day before, the day of, and the day after the funeral or memorial service, unless different days are agreed upon between the employee and the Hospital. A leave of absence of one (1) day without loss of pay shall be granted to employees in the case of death of a brother-in-law or sister-in-law and this day shall be the day of the funeral unless different days are agreed upon between the employee and the Hospital.

14.4 The Hospital agrees to comply with Minnesota law regarding leaves for adoptive parents.

14.5 **Jury Duty** - Employees on jury duty shall be paid their regular wages, less amounts received for jury duty.

14.6 **Other Leaves of Absence** - The Hospital and employee may mutually agree to a leave of absence for other reasons not set forth in this Section.

14.7 **Accrual of Benefits** - An employee may accrue benefits for thirty (30) days during a leave of absence.

**ARTICLE 15: REST PERIODS**

At least one (1) fifteen (15) minute rest period shall be allowed for each four (4) hours worked, without any loss of pay.

**ARTICLE 16: GRIEVANCE AND ARBITRATION**

16.1 Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled as follows:

16.2 All grievances shall be in writing, shall specify in detail the alleged violation of the contract and shall be received by the Hospital no later than twenty (20) calendar days following the date of occurrence.

16.3 Grievances relating to wages shall be timely if received by the Hospital no later than twenty (20) calendar days following the date of receipt of the check by the employee.

16.4 **Step 1** - Within seven (7) calendar days following receipt of the grievance by the Hospital, representatives of the Hospital and the Union shall meet and attempt to
resolve the grievance. The time for said meeting may be extended by mutual agreement.

16.5 Step 2 - If the grievance is not resolved in Step I, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following the Step 1 meeting. The Hospital and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted to the parties by the Director of the Federal Mediation and Conciliation Service or, if the parties agree, the American Arbitration Association.

16.6 The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues.

16.7 The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union.

16.8 The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

ARTICLE 17: INSURANCE

17.1 Hospitalization - The Hospital shall furnish to full-time Pharmacists single employee hospitalization insurance. Pharmacists who elect single plus one or family health coverage will be responsible for thirty percent (30%) of the cost of the coverage and the Hospital will pay seventy percent (70%) of the cost.

17.2 Dental Insurance - Each Hospital will provide and pay the full cost of a group dental insurance program for full-time employees and regular part-time employees who have a regularly scheduled FTE status of forty (40) compensated hours or more per two (2) week payroll period. The plan shall include the following minimum basic provisions:

(a) The plan shall be a "reasonable and customary" plan providing reimbursement for three (3) types of expenses. The definition of expenses is attached hereto as Appendix A and incorporated as part of this Agreement. Type I expenses shall be reimbursed at eighty percent (80%) of the reasonable and customary charge with no deductible; Type II expenses shall
be reimbursed at eighty percent (80%) of the reasonable and customary charge with a twenty-five dollar ($25.00) deductible per year; and Type III expenses shall be reimbursed at fifty percent (50%) of the reasonable and customary charge with a deductible of twenty-five dollars ($25.00) per year.

(b) The effective date of the plan shall be April 1, 1982. All employees employed on said effective date shall be automatically covered by the plan, and employees hired on and after the effective date shall be covered on the first day of the month following four (4) months of employment with the Hospital.

(c) Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the dental insurance plan. Copies of the Summary Plan Descriptions shall be provided to the Union and to all eligible employees.

(d) The Hospital will make available to Pharmacists a family dental option to be paid for by the Pharmacists.

17.3 Disability Insurance - Each Hospital shall provide and pay the full cost of a long-term disability insurance program for all full-time employees and for part-time employees regularly scheduled to work a minimum of sixty-four (64) hours per pay period. The basic minimum provisions of the plan shall include the following:

(a) Employees shall receive a maximum sixty five percent (65%) of their covered monthly compensation. Covered monthly compensation shall be based upon the employee's regular hourly rate as set forth in Article 3 of this Agreement. Monthly payments shall be offset by any payments arising from the employee's employment, received by the employee or dependents under the Federal Social Security Act, under the Minnesota Workers Compensation Act and under any employer-sponsored pension plan. All long-term disability plans will contain provisions which may allow a disabled Pharmacist, with Hospital approval, to return to work on a reduced work schedule and/or to work intermittently between periods of disability while receiving partial disability benefits. This partial disability provision shall be effective as soon as appropriate amendments to existing insurance agreements or self-insured plans may be made.

(b) Benefits shall be payable in the event of an employee's disability as defined in the insurance contract providing the benefits herein. Benefits shall be payable at a minimum to age sixty-five (65) or up to age seventy (70) if required to comply with the provisions of the Age Discrimination in Employment Act of 1967 as amended.

(c) Benefit payments will commence after a qualifying period of three (3) months of disability.
Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the long-term disability plan. Copies of the Summary Plan Descriptions shall be provided to the Union and to all eligible employees.

17.4 **Professional Liability Insurance** - The Hospital agrees to provide its employees with the same professional liability insurance coverage which is made available to all other employees working at the Hospital. The Union shall be notified by the Hospital of any change in the liability insurance coverage.

17.5 **Life Insurance** – The Hospital shall provide and pay the full cost of group term life insurance for all full-time and part-time employees who have a regularly scheduled FTE status of at least forty (40) hours per two (2) week payroll period in the amount equal to their annual salary up to one hundred ten thousand dollars ($110,000). Employees shall be covered by this insurance on the first day of the month following the date of employment. Eligibility for benefits and all payments hereunder shall be subject to the terms and provisions of the insurance contract establishing the group term life insurance plan. Copies of the Summary Plan Descriptions shall be provided to the Union and to all eligible employees. An employee may purchase additional insurance for himself/herself or for minor dependent members of the employee's family subject to the terms and conditions of the applicable insurance contract. This ability to purchase additional insurance shall be effective as soon as appropriate amendments to the existing insurance agreements or self-insured plans may be made and shall occur only during the Hospital's annual sign-up period.

**ARTICLE 18: SENIORITY**

18.1 **Definition** - Seniority for full-time and part-time employees shall be based on the total number of compensated hours, excluding on-call hours, accumulated by an employee since the most recent date of hire. A seniority list shall be prepared and posted annually during January of each year. If, on or after January 1, 2007, a Pharmacist covered by this contract terminates his or her position within the bargaining unit and is hired back into a bargaining unit position covered by this contract by the same hospital from which he or she terminated and actually commences work within one (1) year from the date of his or her termination, that Pharmacist's previous seniority will be restored for purposes of this Article.

18.2 **Layoff** - In reducing the number of Pharmacists, the Hospital shall first determine the number of full-time and part-time positions that will be needed. Pharmacists shall be laid off in reverse order of seniority, provided that more senior Pharmacists are willing to work the required shifts. Pharmacists will be recalled in reverse order of the lay-off. In the event of a layoff, the Hospital shall give notice of the intent to lay off to the Union with an explanation of the layoff. Upon request, representatives of the Hospital and the Union will meet to discuss the layoff.
18.3 Job Openings - The Hospital may either electronically post a notice of any position to be filled by a Pharmacist for a period of five (5) work days or said posting may be by paper copy on a bulletin board. The notice shall specify the number of hours and shift. The most senior Pharmacist signing the posting shall be awarded the job in preference to a less senior Pharmacist or outside Pharmacist applicants, if the employee is qualified to perform the duties of the open position. The Hospital shall make the initial decision as to qualifications, which may be subject to the grievance procedure if there is a disagreement.

18.4 Low Need Days - In the event that the Employer determines a need to reduce the number of employees scheduled or the number of hours on a particular shift because of changes in staffing needs, the following procedure will be utilized:

(a) Voluntary absent days or reduced hours will be requested from employees on the affected shift in accordance with staffing patterns established for that shift by the Employer.

(b) If the needed reduction is not accomplished by (a) above, employees will be required to take absent days or reduced hours on the basis of seniority on the scheduled shift, provided the employee is qualified and properly oriented to perform the available work.

18.5 Reduction of Hours - Hours of part-time Pharmacists shall not be reduced because of the hiring of additional part-time Pharmacists, so long as the remaining part-time staff is willing to work the required shifts.

ARTICLE 19: PENSIONS

The Hospital will continue existing pension programs covering employees under this Agreement.

ARTICLE 20: PART-TIME EMPLOYEES

20.1 Except as provided for in Section 20.5, part-time employees who are regularly scheduled to work at least forty (40) hours per pay period and who are covered by this Agreement shall receive the following benefits:

20.2 Accrual of sick leave on the basis of one (1) day, eight (8) hours, credit for each one hundred seventy-three (173) work hours, up to a maximum of seventy-five (75) days. All other provisions of Section 11, "Sick Leave," except Section 11.1 shall apply.

20.3 For purposes of this Section, Christmas Day shall be deemed to extend over a thirty-two (32) hour period from the start of the relief shift beginning on December 24 through the end of the relief shift which began on December 25; New Year’s Day shall be deemed to extend over a thirty-two (32) hour period from the start of the relief shift beginning on December 31 through the end of the relief shift which
began on January 1. A part-time Pharmacist, regardless of the number of hours worked per pay period, shall be paid at the rate of time and one-half (1 ½) for all hours worked on Christmas Day and/or Thanksgiving Day and shall receive holiday pay up to the number of hours worked on the holiday or compensatory straight time off during the thirty-two (32) hour Christmas period and/or the twenty-four (24) hour Thanksgiving period. The compensatory time off shall be granted within a two (2) week period before or a two (2) week period after said holiday. Hospitals currently commencing the holiday at 7:00 a.m. may commence the thirty-two (32) hour period at the start of the night shift on December 24 and December 31 respectively.

20.4 Pharmacists, regardless of the number of hours worked per pay period, who work on any holiday enumerated in Section 9, "Holidays," shall be paid in addition to her/his regular straight time rate of pay one (1) hour of straight time pay as holiday pay for each hour worked. An employee may, by mutual agreement with the Hospital, receive compensatory time off in lieu of holiday pay for time worked on a holiday.

20.5 Part-time Pharmacists who are regularly scheduled to work at least forty (40) hours per pay period shall be entitled to coverage under the Hospital's group health insurance plan. Part-time Pharmacists who elect single coverage will be responsible for paying twenty percent (20%) of the cost, and the Hospital will be responsible for eighty percent (80%) of the cost. Part-time Pharmacists who elect single plus one or family coverage will be responsible for thirty percent (30%) of the cost of the premium and the Hospital will pay seventy percent (70%).

20.6 A part-time Pharmacist who has been employed continuously in the Hospital for one (1) year or more prior to the vacation "cut-off" date and who has been regularly scheduled forty (40) hours per two (2) week payroll period in the preceding year shall receive a prorated vacation based on the employee's average hours worked per two (2) week payroll period during the preceding year. Section 8.2 shall also apply to part-time employees.

20.7 Salary shall be paid on an hourly basis as provided in Section 3 hereof.

ARTICLE 21: UNION SECURITY

21.1 All Pharmacists covered by this Agreement who are now or may hereafter become members of PEPOM, a Division of SEIU Healthcare Minnesota, shall, as a condition of continued employment, during the term of this Agreement, remain members in good standing of the Union or alternatively shall pay the portion of the standard initiation fee and standard regular monthly dues that are uniformly applied to all members covered by this Agreement that relate to this Union’s representation function. “In good standing” for purposes of this Agreement, is defined to mean the payment of a standard initiation fee and standard monthly dues as applied uniformly to all members of the Union covered by this Agreement.
21.2 Any Pharmacist covered by this Agreement who is hired on or after December 1, 1974 and who does not become a member shall, as a condition of continued employment, pay to the Union a service fee representing the portion of the standard initiation fee and standard regular monthly dues that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function. Payment of the service fee shall begin with the first payroll period of the month following the completion of ninety (90) calendar days of employment.

21.3 Dues/Fees Deduction – For the period from January 1, 2017, through December 31, 2019, the Hospital agrees to deduct union dues and initiation fees or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Hospital with a written authorization to make such deductions. The Hospital's obligation to continue to deduct Union dues and initiation fees or comparable enrollment and service fees, as provided for above, shall terminate as of January 1, 2020, unless the Union and the Hospital mutually agree in writing to continue the current Collective Bargaining Agreement beyond that date. The "written authorization" described above shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from employees' wages in the first pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the 20th day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. If a dispute occurs between the Union and any Pharmacist over this deduction, the Union will hold the Hospital harmless for the payment made and will handle the dispute without cost to the Hospital.

21.4 Any Union member or employee electing to pay the enrollment and service fee, who is delinquent in making the payment required herein for more than thirty (30) days, shall be terminated after reasonable notice to the employee of his or her delinquency. Termination shall occur within three (3) days after receipt of written notice from the Union to the Hospital of the request for termination, provided the Hospital has received a written ten (10) day notice of delinquency. The Union shall save the Hospital harmless from any claims of an employee so terminated.

21.5 On an annual basis, the Hospital shall provide to the Union the name, identification number (as determined by the Hospital in its discretion), hire date, wage rate, gross collective bargaining wages, and total annual dues deducted for all employees. If the Hospital shall move from the employee's social security number to a different employee identification number the Hospital will work with the Union in providing the Union with a conversion table showing the changes. On a monthly basis the Hospital agrees to furnish the Union a monthly list of new hires and terminations involving Pharmacists covered by this contract as well as Pharmacists on leave of absence who are covered by this contract. On a monthly basis the Hospital agrees to notify the Union of changes in the following employee information: name, address, and change in hours. Each pay period the Hospital shall provide to the
Union the name, identification number (as determined by the Hospital), gross pay per pay period, and dues deduction amount for all employees.

A seniority list shall be posted and a copy sent to the Union in January of each year which shall include only Pharmacists who are covered by this Agreement.

The seniority list shall include the following information: name, authorized hours, most recent hire date into the bargaining unit at the Hospital, shift, and seniority hours at that Hospital. The Hospital’s duty to provide the shift information as set forth above will depend upon if the Hospital’s current information technology system can produce this information at no additional cost to the Hospital.

21.6 The provisions of Article 21 shall not apply to any Pharmacist who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect which has historical conscientious objections to joining or financially supporting labor organizations; except that such a Pharmacist shall be obligated to pay sums equal to dues and initiation fees to a non-religious charity fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the Pharmacist.

ARTICLE 22: SCOPE OF AGREEMENT

22.1 This Agreement incorporates the entire understanding of the parties and supersedes any existing Agreements, practices or understandings of any kind.

ARTICLE 23: RETURN TO DUTY

Pharmacists who are called to the pharmacy and who do come to the pharmacy at times other than during their normal working hours or after completing their regular shift and leaving the premises, shall be guaranteed a minimum of two (2) hours’ pay.

ARTICLE 24: CONTRACTING OUT

24.1 The Hospital shall give the Union sixty (60) days written notice of any intention to enter into a permanent agreement with another employer for the furnishing of pharmacy services, provided that no such contracting out shall be made which would result in the layoff of any employee covered by this Agreement. Provided, further, that any contracting out agreement that would reduce the size of the bargaining unit may be subject to an interest arbitration proceeding in accordance with the following:

24.2 A neutral arbitrator shall be selected under the procedures described in Section 16 of this Agreement.

24.3 The arbitrator shall have the authority to determine the issue of whether the contract should contain language controlling the circumstances, if any, in which the Hospital may contract with another employer for the furnishing of pharmacy
services where such action would result in a reduction in the size of the bargaining unit.

**ARTICLE 25: NO STRIKES OR LOCKOUTS**

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Section 16.

**ARTICLE 26: EDUCATIONAL DEVELOPMENT**

The Hospital will provide to full-time and regularly scheduled part-time (defined as those Pharmacists who are regularly scheduled to work at least thirty-two (32) hours a pay period) Pharmacists up to one thousand dollars ($1,000.00) per contract year. It is understood that in connection with the maximum set forth above, only nine hundred dollars ($900.00) per year can be used for Board of Pharmacy Specialties certification, seminars and other continuing educational programs/courses as mutually agreed by the parties. The remainder must be used for undergraduate or graduate college credits. In order to be eligible to receive this educational reimbursement, the Pharmacist must receive approval prior to attending the seminar or educational course or program, and the supervisor must certify the program or courses having a reasonable relation to the Pharmacist’s professional employment. Such requests are also subject to the staffing needs of the Hospital as determined by the supervisor. Except for the actual registration fee, the Hospital is not required to reimburse the Pharmacist for any other expense nor shall the Hospital be required to pay the Pharmacist for time attending such seminars or courses. Of the nine hundred dollars ($900) noted above, the Hospital will reimburse an eligible Pharmacist for one membership in a professional organization related to the practice of Pharmacy up to three hundred dollars ($300) per year. To be eligible for reimbursement for a membership, the Pharmacist must meet the following requirements:

(a) The Pharmacist must meet the preceptor qualifications of ASHP;

(b) The Pharmacist must be presently active as a PGY1 or PGY2 preceptor at the Hospital; and

(c) The Pharmacist must be registered with the Board of Pharmacy as a preceptor.

**ARTICLE 27: PAYROLL ERROR**

An Employer payroll error amounting to Fifty Dollars ($50) or more in gross pay shall be corrected within two (2) working days (Monday through Friday) from the time the employee requests a correction.
ARTICLE 28: SEIU COPE LANGUAGE

The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE, $________ per pay period, from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Healthcare Minnesota. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

ARTICLE 29: STEWARDS AND BULLETIN BOARDS

The Hospital recognizes the right of the Union and its Union Representative to designate Stewards to handle such union business related to the contract as may from time to time be delegated to them by the Union, provided that such activity does not interfere with the work assignment of the Steward or other employees. The Union shall notify the Hospital in writing of the name of the duly appointed Steward. Bulletin board in the Hospital shall be made available to the Union for the purpose of posting business notices. The Union Representative for the Union or the Steward shall have access at all reasonable times to such bulletin board and to such other non-patient, non-public areas to be designated by the Hospital to discharge the employee’s duties as representative of the Union.

ARTICLE 30: TERM OF AGREEMENT

Except as otherwise provided, this Agreement shall be effective from January 1, 2017, and shall continue in full force and effect through and including December 31, 2019, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to change or modify this Agreement is given by either party at least ninety (90) calendar days prior to December 31, 2019.
IN WITNESS WHEREOF the undersigned have caused this Agreement to become effective and duly executed by their officers and representatives.

Effective this 1st day of January, 2017.

NORTH MEMORIAL MEDICAL CENTER

By ____________

Its ____________

Date ____________

PROFESSIONAL EMPLOYEE
PHARMACISTS OF MINNESOTA,
A DIVISION OF SEIU HEALTHCARE
MINNESOTA

By ____________

Its ____________

Date ____________
SEIU Healthcare Minnesota Pharmacists

ACTION PLAN

During the 1996 negotiations, the parties reached agreement on an "Action Plan" to jointly develop a process over the term of the agreement to review and address staffing issues within the hospitals. The intent of the parties is to have this process be an acceptable tool to identify and address professional concerns related to staffing and to improve the staffing and scheduling process overall.

Note: An "Action Plan" is a statement of agreed future actions and usually involves a general versus a specific process. It differs from contract provisions in that it relies on the good faith of the parties for development and implementation. Action Plans may have a time schedule and are usually adaptable to the individual hospital.
LETTER OF UNDERSTANDING

JANUARY 1, 2004

This is a letter of understanding regarding our recent negotiations with the Twin City Pharmacists confirming an agreement made at the table in regards to the new per diem language. The parties have agreed that one of the principals in the local program will recognize that the per diem rate is to be paid for any hours worked by those casual pharmacists who agree and meet the local program/commitment of working "off shifts" (evening, nights, weekends and Holidays).

NORTH MEMORIAL MEDICAL CENTER

By [Signature]
Its Director, Team Member Relations
Date 1/23/17

PROFESSIONAL EMPLOYEE
PHARMACISTS OF MINNESOTA,
A DIVISION OF SEIU HEALTHCARE MINNESOTA

By [Signature]
Its Chief of Staff
Date 1-13-17
LETTER OF UNDERSTANDING
Between
University of Minnesota Medical Center, Fairview-Riverside Campus, Fairview Southdale Hospital, North Memorial Medical Center, HealthEast-St. Joseph’s Hospital and
The Professional Employee Pharmacists Of Minnesota,
A Division of SEIU Healthcare Minnesota
7/70
7 Consecutive 10-Hour Shifts Paid as 80 Hours

JANUARY 1, 2004

The parties to this Agreement, University of Minnesota Medical Center, Fairview-Riverside Campus and Fairview Southdale Hospital, North Memorial, HealthEast-St. Joseph’s hereinafter referred to as the "Employer" and the Professional Employee Pharmacists of Minnesota, a Division of SEIU Healthcare Minnesota, hereinafter referred to as the "Union" agree as follows:

1. Over the course of one year, the designated full time, Pharmacist will work twenty six (26) weeks consisting of seven (7) consecutive shifts of ten (10) hours duration.

2. Pharmacists working under this agreement will be classified as exempt. Hours worked will normally be documented as seven (7) consecutive shifts of ten (10) hours in a two (2) week pay period, will be paid as 80 hours and will be credited as eighty (80) hours of seniority.

3. Holiday hours and vacation hours will be used to accumulate sufficient hours so that the Pharmacist will maintain full-time status (2,080 hours). No specific time off will be taken as holidays. If a holiday falls during a scheduled work week, it will be worked and compensated per the collective bargaining agreement. However, Pharmacists at each individual Hospital may negotiate a different schedule for covering holiday hours if such new schedule is mutually agreed to between the Union and the individual Hospital.

4. Vacation will be granted under this contract for Pharmacists who work straight night shift as follows: Forty (40) hours after one (1) year; eighty (80) hours after five (5) years. Pharmacists working straight evening shifts under this Agreement shall be eligible for two (2) days off without pay each year. Effective January 1, 2005, Pharmacists working straight evening shift under this Agreement shall be eligible for three (3) days off without pay each year. Effective January 1, 2006, Pharmacists working straight evening shift under this Agreement shall be eligible for four (4) days off without pay each year. This vacation/unpaid time off will be granted according to Section 8.4 of this Agreement.
5. For illness occurring on a scheduled work shift, accrued sick pay will be paid for the number of hours missed due to illness. Pharmacists working under this agreement will receive a bonus rate equivalent to time and \( \frac{1}{2} \) their base rate, for full hours worked beyond ten (10) consecutive hours in a shift or seventy (70) hours in a pay period. In addition, Pharmacists will receive a bonus rate equivalent to two (2) times their base rate for full hours worked beyond twelve (12) consecutive hours in a shift.

NORTH MEMORIAL MEDICAL CENTER

PROFESSIONAL EMPLOYEE
PHARMACISTS OF MINNESOTA,
A DIVISION OF SEIU HEALTHCARE MINNESOTA

By Nick Womach
Its Director, Team Member Relations
Date 1/23/17

By
Its Chief of Staff
Date 1/13/17
LETTER OF UNDERSTANDING
Between
University of Minnesota Medical Center, Fairview-Riverside Campus
Fairview Southdale Hospital
North Memorial Medical Center
HealthEast-St. Joseph’s Hospital
And
The Professional Employee Pharmacists of Minnesota
A Division of SEIU Healthcare Minnesota

JANUARY 1, 2004

This Memorandum of Understanding is made on this 27th day of December, 2000, by and between University of Minnesota Medical Center, Fairview-Riverside Campus, Fairview Southdale Hospital, North Memorial Medical Center and HealthEast-St. Joseph’s Hospital (hereinafter referred to as the Employer) and the Professional Employee Pharmacists of Minnesota, A Division of SEIU Healthcare Minnesota (hereinafter referred to as the Union) and will be effective upon the execution of the 2001 contract.

This is to confirm the agreement reached during the 2001 negotiations that the Clinical Pharmacy Specialist job classification will continue to be excluded from the collective bargaining agreement when the primary responsibilities involve one or more of the following duties: development, implementation, coordination or evaluation of protocols and programs; development, implementation or evaluation of drug formularies; education of patients, staff, physicians or other healthcare providers; clinical pharmacy resource; drug therapy management under treatment guidelines; and research. It is further agreed that this list of duties is not inclusive of all the duties of a Clinical Pharmacy Specialist and that all current Clinical Pharmacy job classifications are appropriately excluded under this agreement.

Employees in the Clinical Pharmacy Specialist job classification who work the requisite number, of hours in the Staff Pharmacist job classification pursuant to Article 1: Recognition will be covered by the collective bargaining agreement for the hours worked in the Staff Pharmacist job classification.

Staff Pharmacists will be offered open and available Staff Pharmacist shifts as per the contract on an overtime basis prior to offering Staff Pharmacists shifts to Clinical Pharmacy Specialists.
As part of this memorandum of understanding, it is also understood that the coumadin follow-up dosing for registered hospital in-patients at Fairview Southdale Hospital will be performed by a Fairview Southdale Hospital Staff Pharmacist as staffing and education permits.

NORTH MEMORIAL MEDICAL CENTER

PROFESSIONAL EMPLOYEE
PHARMACISTS OF MINNESOTA,
A DIVISION OF SEIU HEALTHCARE
MINNESOTA

By [Signature]
Its Director, Team Member Relations

Date 1/23/17

By [Signature]
Its Chief Pharmacist

Date 1/23/17
LETTER OF UNDERSTANDING
Between
UNIVERSITY OF MINNESOTA MEDICAL CENTER, FAIRVIEW-RIVERSIDE CAMPUS
FAIRVIEW SOUTHDALE HOSPITAL
NORTH MEMORIAL MEDICAL CENTER
HEALTHEAST-ST. JOSEPH’S HOSPITAL

And

THE PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA
A DIVISION OF SEIU HEALTHCARE MINNESOTA

ANNUAL LOCAL MARKET REVIEW

JANUARY 1, 2004

1. On or about October 1, 2007 and no later than March 31, 2009 the parties agree to meet and analyze local area market wage data to include retail pharmacies, hospitals, managed care and home care.

2. Data can be brought up by either side in connection with this analysis.

3. Any adjustment agreed upon between the Union and the Hospitals would be applied effective with the first full pay period commencing closest to January 1st of the following year.

NORTH MEMORIAL MEDICAL CENTER

By

Date 1/23/17

PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA, A DIVISION OF SEIU HEALTHCARE MINNESOTA

By

Date 1/13/17
LETTER OF UNDERSTANDING

Between

UNIVERSITY OF MINNESOTA MEDICAL CENTER, FAIRVIEW-RIVERSIDE CAMPUS
FAIRVIEW SOUTHDALE HOSPITAL
NORTH MEMORIAL MEDICAL CENTER
HEALTHEAST-ST. JOSEPH’S HOSPITAL

And

THE PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA
A DIVISION OF SEIU HEALTHCARE MINNESOTA

JANUARY 1, 2004

The Union and the Hospital hereby agree that neither will discriminate in any area protected by applicable law on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, age, or any other status protected by applicable law. The provision shall be enforced only as provided for by applicable law and shall not be subject to the grievance and arbitration provisions of Article 16.

NORTH MEMORIAL MEDICAL CENTER

By

Date

PROFESSIONAL EMPLOYEE
PHARMACISTS OF MINNESOTA,
A DIVISION OF SEIU HEALTHCARE
MINNESOTA

By

Date

NORTH MEMORIAL MEDICAL CENTER

Its Director, Team Member Relations

Date 1/23/17

PROFESSIONAL EMPLOYEE
PHARMACISTS OF MINNESOTA,
A DIVISION OF SEIU HEALTHCARE
MINNESOTA

Its Chief Steward

Date 1/3/17
LETTER OF UNDERSTANDING

Between

UNIVERSITY OF MINNESOTA MEDICAL CENTER, FAIRVIEW-RIVERSIDE CAMPUS
FAIRVIEW SOUTHDALE HOSPITAL
NORTH MEMORIAL MEDICAL CENTER
HEALTHEAST-ST. JOSEPH’S HOSPITAL

And

THE PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA
A DIVISION OF SEIU HEALTHCARE MINNESOTA

PTO ACTION PLAN

JANUARY 1, 2007

As a result of the 2007 negotiations, the parties reached agreement on an “Action Plan” regarding the issue of paid time off (PTO). If requested, the Hospital will meet with the Union to discuss whether or not PTO will be made available to Pharmacists. It is understood that the Hospital shall have no obligation to reach agreement with the Union on the development and/or the implementation of a PTO plan. This discussion may also include whether a short term disability component should be part of any PTO plan.

NORTH MEMORIAL MEDICAL CENTER

By: ____________________________

Its Director, Team Member Relations

Date: 1/23/17

PROFESSIONAL EMPLOYEE
PHARMACISTS OF MINNESOTA,
A DIVISION OF SEIU HEALTHCARE
MINNESOTA

By: ____________________________

Its Chief, Staff

Date: 1/13/17
AGREEMENT BETWEEN NORTH MEMORIAL MEDICAL CENTER

AND

PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA
A DIVISION OF SEIU HEALTHCARE MINNESOTA

The Union and North Memorial Medical Center have entered into the following agreements in connection with the recently concluded negotiations:

1. Pharmacists covered by the collective bargaining agreement between the parties shall be compensated on a salary basis as provided for in 29 CFR §541.118.

2. The Pharmacists covered by this collective bargaining agreement shall be considered “Professional” employees as provided for in 29 CFR §541.3, and shall be exempt from the payment of overtime pursuant to §1(A)(1) of the Fair Labor Standards Act, as amended.

3. The parties agree that the collective bargaining agreement shall be considered as compensating Pharmacists on a salary basis and that Pharmacists shall be considered exempt from the payment of overtime as otherwise provided for in the Fair Labor Standards Act, as amended. Further, any reference to hourly rates of pay in the collective bargaining agreement is for illustration purposes only and shall not affect the salaried status of Pharmacists. Any extra payment provided for in the collective bargaining agreement beyond the base salary provided for in Section 3.1 of the collective bargaining agreement shall be considered extra compensation authorized by 29 CFR §541.118(b) and is over and above the salary provided for in Section 3.1 of the collective bargaining agreement. To the extent there is anything in the collective bargaining agreement which is inconsistent with Pharmacists being considered salaried exempt employees, those provisions shall be modified to reflect the salaried exempt status of Pharmacists under the Fair Labor Standards Act as amended.

4. The Medical Center agrees that Pharmacists may exchange shifts with each other with reasonable prior notification to the exchanging employee’s supervisor(s). However, it is agreed that any such trade will not result in any employee receiving additional compensation under the collective bargaining agreement as a result of any such exchange. Further, if trades are made with employees scheduled for different hours, i.e. one employee working an eight (8) hour shift and one employee working a twelve (12) hour shift, the Medical Center will not be obligated to make up any difference in pay associated with the trade and effected employees will
continue to be paid according to their base salary provided for in Section 3.1 of the collective bargaining agreement.

NORTH MEMORIAL MEDICAL CENTER

By: Nick Norden
Its: Director, Team Member Relations
Date: 1/23/17

PROFESSIONAL EMPLOYEE
PHARMACISTS OF MINNESOTA,
A DIVISION OF SEIU HEALTHCARE
MINNESOTA

By: [Signature]
Its: Chief of Staff
Date: 1/13/17
LETTER OF UNDERSTANDING

Between

NORTH MEMORIAL MEDICAL CENTER

And

PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA
A DIVISION OF SEIU HEALTHCARE MINNESOTA

JANUARY 1, 2007

As a result of the 2007 negotiations, Pharmacists at North Memorial will be allowed the option, if mutually agreed upon with Management, to take time off in lieu of receiving overtime pay. Time off will be given at the same rate as defined in Article 4, Hours of Work and Overtime, Section 4.1, and the Letter of Understanding, seven (7) consecutive ten (10) hour shifts paid at eighty (80) hours, Item 5. The Pharmacy Manager will track the accumulation and use of these hours.

NORTH MEMORIAL MEDICAL CENTER

By

Date

PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA,
A DIVISION OF SEIU HEALTHCARE MINNESOTA

By

Its

Date
LETTER OF UNDERSTANDING

Between

NORTH MEMORIAL MEDICAL CENTER

And

PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA
A DIVISION OF SEIU HEALTHCARE MINNESOTA

Up to two (2) members designated by the Union as Stewards shall be eligible for an additional two (2) hours of straight-time pay per month that does not accrue towards overtime for actual time spent relevant to the administration of the contract.

NORTH MEMORIAL MEDICAL CENTER

By

Date 1/28/17

PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA, A DIVISION OF SEIU HEALTHCARE MINNESOTA

By

Date 1/3/17
LETTER OF UNDERSTANDING

Between

NORTH MEMORIAL MEDICAL CENTER

And

PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA
A DIVISION OF SEIU HEALTHCARE MINNESOTA

The Union and the Hospital agree to meet and bargain at a mutually convenient time within 30 to 60 days after January 1, 2014, to resolve issues arising due to the exempt status of the Pharmacists as outlined in the Letters of Understanding contained on pages 34 and 36 of the current (2011-2013) collective bargaining agreement.

NORTH MEMORIAL MEDICAL CENTER

By Nick Womak
Its Director, Team Member Relations
Date 1/23/14

PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA,
A DIVISION OF SEIU HEALTHCARE MINNESOTA

By
Its Chief, Staff
Date 1/3/17
LETTER OF UNDERSTANDING: DUES/FEES DEDUCTIONS

Between

University of Minnesota Medical Center, Fairview-Riverside Campus
Fairview Southdale Hospital
North Memorial Medical Center
HealthEast-St. Joseph’s Hospital

And

The Professional Employee Pharmacists of Minnesota
A Division of SEIU Healthcare Minnesota

Effective Date: January 1, 2017

During the Term of the 2017-2019 Agreement, it is agreed that employees may express authorization of dues deductions by submitting written authorizations or through federally authorized electronic methods such as online deductions authorization or voice authorization or other electronic methods allowed under controlling federal or state law. The Union shall provide the employer with written notification of the names of those who have authorized deductions, including a copy of the employee’s authorization form upon request.

For the term of the 2017-2019 Agreement, the parties agree to implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing, procedure for revocation, window periods and amount of dues deducted agreed to by the employee as stated in the authorization, irrespective of the employee’s membership in the Union.

NORTH MEMORIAL MEDICAL CENTER

PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA, A DIVISION OF SEIU HEALTHCARE MINNESOTA

By: ____________________________

Its: Director, Team Member Relations

Date: 1/23/17

By: ____________________________

Its: Chief of Staff

Date: 1/13/17