AGREEMENT
BETWEEN
REGIONS HOSPITAL
AND
PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA
DIVISION OF SEIU HEALTHCARE MINNESOTA

Effective April 1, 2018 – March 31, 2021
345 Randolph Avenue, Suite 100  
St. Paul, Minnesota 55102

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Visit our website at: seiuhealthcaremn.org
WEINGARTEN RIGHTS

Any time you are brought into a meeting with a supervisor, you should say the following:

"If this discussion could in any way lead to my being disciplined or terminated, I respectfully request my union steward, representative or officer be present at the meeting.

Without representation, I choose not to answer any questions."

:kjh/opeiu#12
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ARTICLE 1
PREAMBLE

1.1 This Agreement entered into by Regions Hospital (the Employer), and the Professional Employee Pharmacists of Minnesota (PEPOM), (hereinafter referred to as the Union), has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

1.2 The provisions of this Agreement shall be applied uniformly across the entire bargaining unit unless otherwise stated. The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by the Regions Hospital Personnel Manual provided that the provisions in the Manual are not inconsistent with the provisions of this Agreement.

1.3 Business Representative Activity. The business representative of the union shall be allowed to visit the premises of the Employer provided that the business representative notifies the facility manager. Non-patient service areas and/or not-occupied patient service areas are to be used for these visits.

1.4 Steward Activity. The employer recognizes the right of the union and its business representative to designate stewards to handle official union business. Stewards shall be required to handle most union business outside of working hours. This does not restrict the steward’s activities during lunch or break periods. However, stewards may participate in disciplinary grievance matters as necessary after appropriate notification to their supervisor and approval by that supervisor.

1.5 Union Business Leave.

A. The employer agrees to grant, on a non-discriminatory basis, the necessary and reasonable time off without pay to any employee designated by the union for union business. No more than two employees will be gone at the same time. For periods of more than one day, the union shall give two weeks notice. For periods of one day or less, the union shall give a one week notice.

B. No more than two employees will be gone at the same time except that leaves of absence without pay will be granted to duly elected delegates to union conventions for a period not in excess of five (5) working days. Notice must be consistent with other union leave notification.

1.6 New Member Meeting. The Union shall appoint a member leader/s to meet with the new SEIUHCMN/PEPOM members. Member leader/s shall meet with new members in order to carry out the duties and responsibilities of orientating new members to their Union. The time for the member leader/s and the new member are unpaid.
ARTICLE 2
RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative of all Pharmacists in the Regions Hospital bargaining unit.

ARTICLE 3
UNION SECURITY

3.1 The Employer agrees to deduct Union dues, or comparable service fees for employees electing not to become Union members, from the wages of employees. The Union will provide the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding. Any employee who is paying dues or an amount equal to the dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee authorization of the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee’s membership in the Union.

The Employer will provide a report each pay period that lists all eligible employees with name, unique identifier, classification, date of eligibility in the bargaining unit, actual hours worked during the pay period, wage rate, gross earnings for the pay period in the bargaining unit, the period the hours cover and the amount of dues deducted. Annually, the employer will provide a report that lists all eligible employees with name, unique identifier, hire date, classification, wage rate, gross collective bargaining wages and total annual dues deducted. These reports will be sent electronically, whenever possible.

3.2 Each employee working thirty-two (32) hours a pay period or more who, on the effective date of this Agreement, is a member of the Union, shall, as a condition of employment maintain his/her membership in the Union or pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues.

Any future employee working thirty-two (32) hours a pay period or more who does not make application for membership, shall as a condition of employment pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues.

-2-
Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the employee and the Employer from the Union. The Employer will furnish the Union the names of new employees hired and the Employer shall notify prospective employees of the agency shop provisions.

3.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

3.4 The Employer will provide a payroll deduction for COPE upon written request of the employee.

**ARTICLE 4**

**NO STRIKE**

4.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction or support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement.

**ARTICLE 5**

**EMPLOYER AUTHORITY**

5.1 It is recognized by both parties that except as expressly stated herein, the Employer shall retain rights and authority necessary to operate and direct all the affairs of the Hospital, including, but not limited to, directing the working force; controlling all operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment or facilities; and taking whatever actions may be necessary to carry out the missions of the Employer in emergencies.

5.2 It is understood that the application of the provisions of this Article shall not be in violation of Federal or State laws pertaining to the practice of pharmacy. Violation shall be defined as an action which is contrary to the regulations as set forth by the State Board of Pharmacy. If interpretation is required it shall be done by the State Board after equal input from the employee and the Employer. This input shall occur within ten (10) working days after the employee alleges a violation in writing to the Employer. Work will continue as assigned until the interpretation from the State Board is received in writing. The decision from the State Pharmacy Board shall govern in all disputes under this Section and such dispute cannot be pursued through the contract grievance procedure.
ARTICLE 6
HOURS OF WORK

6.1 This Article is intended only to define the normal hours of work to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

6.2 Except as modified by this Agreement, work shifts, staffing schedules and the assignment of employees thereto shall be established by the Employer.

6.3 If a vacancy exists on the night shift (11:00 p.m. to 7:00 a.m.) and none of the Pharmacists request the shift, the shift assignment shall be made on the basis of inverse seniority provided that the employee with the least seniority has the necessary qualifications for the shift assignment.

6.4 Regular Hours. The regular hours of work each day shall be consecutive.

6.5 The normal work schedule for employees shall be five (5) eight (8) hour days and two (2) days off duty. In no event shall such normal scheduling:

a. Require employees to work split shifts.

b. Require employees to work more than seven (7) consecutive days. If an employee is required to work more than seven (7) consecutive days, that employee shall be paid at the rate of two (2) times the regular rate of pay for any days in excess of seven (7) consecutive days unless agreed upon by management and employee (or group of employees, if applicable).

b-1. If management and employee (or group of employees) mutually agree on a schedule which incorporates more than seven (7) consecutive days by picking up an additional shift, that employee shall not be paid at the rate of two (2) times the regular rate of pay for any days in excess of seven (7) consecutive days. This provision does not eliminate overtime payments as provided in Article 14.

c. Require employees to work two (2) consecutive days with less than twelve (12) hours between shifts unless the employee (or group of employees) and the Employer mutually agree to the exception. In cases of mutual agreement, the employee shall not be paid at the rate of two (2) times their regular rate of pay. Employees receiving a premium payment under this provision will only be paid through the twelve (12) hour time frame and not for their entire next shift. This provision does not eliminate overtime payments as provided in Article 13, nor does it allow the employer to schedule employees with less than twelve (12) hours between shifts, without mutual agreement.
d. Require employees to work a regular schedule of over eight (8) hours per day. An employee (or group of employees) and management may agree to modify the employee’s standard work week or workday. The work week cannot exceed forty (40) hours and/or the work day cannot exceed ten (10) hours. The modifications cannot increase or decrease the employee’s existing FTE. Management may withdraw a modified work week or extended hour work day if such modifications do not increase or decrease the employee’s existing FTE. A minimum of two (2) weeks notice is required if management determines that continuity of care or business efficiency would be improved. Other modifications to the employee’s work week or work day are subject to the approval of Human Resources and the Union.

6.6 Work Schedule. Work schedules showing the employees' shifts, work days, and hours shall be posted and made available to employees two (2) weeks in advance of when the schedule will take effect. Adjustments can be made when due to illness or unexpected absences.

6.7 The Employer and the Union may mutually agree to the 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. Employees working a four (4) day work week (forty hours) shall earn and utilize benefits prorated against the normal work schedule for their department.

6.8 The payment/overtime requirements provided in Sections 6.5 and 6.7 of this Article 6 and in Section 13.1 of Article 13 shall not apply to time worked as a result of voluntary shift switching by employees. Overtime shall not be paid as a result of voluntary shift switching by employees.

ARTICLE 7
PART-TIME EMPLOYEES

7.1 Part-time employees with permanent or probationary status shall be eligible to earn all employee benefits on a pro rata basis provided that such employees work not less than thirty-two (32) hours in each two (2) week pay period worked and are assigned a regular work schedule, as opposed to being subject to call or to work when available. Part-time employees shall be eligible for the Employer's pro rata insurance program if such employees work not less than forty (40) hours per pay period.

7.2 Permanent employees who are regularly scheduled to work between forty (40) and eighty (80) hours per pay period shall receive contributions towards health and dental premiums at the same rate as full-time employees.

7.3 Part-time employees shall be paid an hourly rate computed by dividing the full-time annual rate for which they would be eligible by two-thousand eighty (2080) hours.
7.4 A part-time employee must be paid for at least thirty-two (32) regular hours in a pay period in order to accrue PTO in that pay period and at least thirty-two (32) regular hours to accrue a holiday falling in that pay period. Definition of regular hours: All non-overtime hours worked, PTO, holiday, extended sick leave, jury duty, educational LOA, etc. Regular hours do not include overtime hours which are defined as over eight (8) hours in a day, over eighty (80) hours in a pay period or forty (40) hours in a week based on the overtime program.

ARTICLE 8
HOLIDAYS

8.1 Full-time employees and part-time employees eligible for prorated benefits for whom a holiday is a scheduled day of work shall be paid at their regular rate of pay for work performed on the holiday and be granted an alternate day off. Full-time employees who are required to work at least five (5) hours of an eight (8) hour shift on Christmas Day, December 25th, or New Year's Day, January 1st, shall be credited with sixteen (16) additional hours. No other overtime or differential pay shall be earned when this provision is in effect. A full-time employee must be paid at least thirty-two (32) regular hours in a pay period to accrue holiday pay for a holiday falling in that pay period. Eligible part-time employees (32 hours or greater) who work the actual holiday receive the entire holiday accrual. If the employee does not work the holiday then the holiday accrual is pro-rated. Definition of regular hours: All non-overtime hours worked, PTO, holiday, extended sick leave, jury duty, educational LOA, etc. Regular hours do not include overtime hours which are defined as over eight (8) hours in a day, over eighty (80) hours in a pay period or forty (40) hours in a week based on the overtime program.

8.2 Holidays are defined as:
New Year's Day January 1st
Martin Luther King's Birthday The third Monday in January
Presidents' Day The third Monday in February
Memorial Day The last Monday in May
Independence Day July 4th
Labor Day The first Monday in September
Veterans' Day November 11th
Thanksgiving Day The fourth Thursday in November
Christmas Day December 25th
Floating Holiday 3 PTO days each year which are included in Article 10.3

8.3 For those areas which are only open Monday through Friday, when New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veterans' Day, or Christmas Day falls on Saturday, the preceding day shall be a holiday.
8.4 An employee may accumulate a maximum of forty-eight (48) holiday hours. Any holiday hours earned in excess of forty-eight (48) will be paid off at the employee's current rate of pay. An eligible employee who works a holiday shall have the option of accruing the holiday hours earned or being paid for the holiday hours earned by so indicating on the employee's time card.

8.5 Christmas Day shall be deemed to extend over a thirty-two (32) hour period from the start of the relief shift beginning on December 24th through the end of the relief shift which begins on December 25th. 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 31st to the end of the relief shift which begins on January 1.

8.6 Scheduling of Pharmacists in areas of eight (8) or less Pharmacists for the Thanksgiving, Christmas and New Year’s holidays shall be rotated among staff from year to year. Pharmacists will try and work out a mutually agreeable holiday rotation and if the Pharmacists are unable to reach agreement prior to the employer setting the schedule for Thanksgiving, management will work out a schedule in which no Pharmacist will be required to work more than two of the three holidays above per year.

ARTICLE 9
NON SCHEDULED TIME OFF AND EXTENDED SICK LEAVE

9.1 Permanent employees may retain the unused portion of their extended sick leave bank. The employer will not force the Employee to use Extended Sick Leave if it would result in the Employee's ESL bank to go below 480 hours. PTO and/or Extended Sick Leave may be authorized for the following reasons with the limitations as specified:

1) For illness or injury, dental or medical treatment for the employee or the employee's minor child for such reasonable periods as the employee's attendance with the child may be necessary.

2) Up to five days (maximum of 40 hours) of PTO and/or extended sick leave may be authorized in any one instance as a result of a serious illness of the employee's spouse or employee's parents living in the household in those circumstances where no other responsible adult is available to attend to the needs of the ill family member.

3) Up to five days (maximum of 40 hours) of PTO and/or extended sick leave may be authorized to male employees during the confinement of their wife for childbirth, if there is no other responsible adult in the household.

4) Pregnant employees shall be eligible to use PTO and/or extended sick leave in the same manner as any other disabled or ill employee. Such PTO or extended sick leave eligibility shall begin upon certification by the employee's attending physician that
due to pregnancy, the employee is disabled in terms of her ability to perform the
duties of her position. Such employee shall then be eligible to receive benefits in the
same manner as is provided for any other ill or injured employee during the
remaining period of pregnancy and until such time as the employee is certified able to
return to work by her attending physician.

(5) Extended sick leave not to exceed forty (40) hours may be utilized upon the occasion
of death in the employee’s immediate family. Immediate family for the purpose of
this section shall be defined as the employee’s spouse, children, parents, siblings,
grandchildren, grandparents and shall include parents and siblings of the employee’s
spouse.

(6) Payment of extended sick leave is not mandatory and occurs only when directed by
the employee. Time cards should denote number of payable hours using the code
"ESL." Extended sick leave may be used in one-quarter (1/4) hour increments.

9.2 If the employee cannot come to work for any reason, the employee must notify the
supervisor or his/her designee at least (*) hours prior to the starting time of his scheduled
shift. This notice shall be waived if the supervisor determines that the employee could not
reasonably be expected to comply with this requirement because of circumstances beyond
the control of the employee.

*(1) One hour prior to the morning shift.
(2) Five hours prior to the afternoon shift.
(3) Four hours prior to the night shift.

9.3 An employee unable to work because of illness or accident shall be granted a leave of
absence for a period not to exceed one (1) year. Leaves do not limit or diminish the ability
of the Employer to provide leaves of absence of greater lengths that may be required in
order to comply with the applicable law, including but not limited to requirements of the
Americans with Disabilities Act. In the event that an employee becomes aware of the need
for an upcoming medical procedure, the employee will notify the employer as soon as
possible to minimize the impact on the schedule. Employees will return at the same
seniority in the salary schedule, will retain promotion rights and will earn PTO schedule
seniority under this paragraph. Existence and extent of illness or disability must be
verified by a written statement from an appropriate authority when requested by the
department head, his/her designee, or the Human Resources Department.

9.4 An employee who is granted a leave of absence without pay for illness or disability shall be
accorded an unqualified right to be reinstated to:

(1) his/her former position in his/her department if the unpaid portion of the leave of
absence is for twelve (12) weeks or less, or
(2) a position in his/her department in the classification held at the time the leave started, if the unpaid portion of the leave of absence is longer than twelve (12) weeks, except in either case when all positions in such class have been abolished.

9.5 If all positions in the classification in the department have been filled, in order to accommodate a person who returns to work after illness, the employee with least amount of seniority in the department in the classification shall vacate his/her position subject to any eligibility for transfer or reduction that he/she may have acquired under this Agreement.

9.6 Employees on medical leave with or without pay may not engage in other employment without the written prior approval of the Vice President.

9.7 An employee must present a statement from his/her physician attesting to the employee's fitness to return to work at the request of the Employer.

9.8 An employee who becomes ill while on vacation (scheduled PTO), may use extended sick leave. An employee requesting substitution of extended sick leave for PTO may be required to submit a written statement from a physician attesting to the illness and the period of illness.

9.9 An employee injured while performing work within the scope of his/her employment with the Hospital and by reason thereof is unable to work and is receiving worker's compensation may, subject to the provisions of this Article, use accrued PTO and Extended Sick Leave to supplement the worker's compensation payments up to, but in no case exceeding, the employee's normal daily wage.

The Employer will pay the employee his/her regular wage without charging this amount to the employee's PTO for the first three days of a Workers' Compensation injury to the extent that these three days are not paid by Workers' Compensation.

In no event shall this section be construed or operate to permit an employee to receive wage and Workers' Compensation benefits exceeding the employee's normal daily wage.

Any such employee unable to resume the duties of his or her position within or at the end of such recovery periods and on the exhaustion of accumulated normal PTO shall be eligible for the medical leave of absence without pay provisions of this contract.

9.10 PTO may be used in one-quarter (1/4) hour increments.
ARTICLE 10
PAID TIME OFF

10.1 Paid Time Off (PTO) will be granted at a time mutually agreeable to the Employer and the employee. Employees may not submit a PTO request more than 365 days in advance of the requested time off. If the nature of the work makes it necessary to limit the number of employees off work at the same time, preference shall be given to the individual who first requests the time off except that seniority shall prevail if more than one employee submits their PTO request on the same day for the same time off. The Employer shall respond to all PTO requests within fourteen (14) calendar days of the date of the request.

10.2 Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason prior to taking accrued PTO, shall be compensated in cash for the unused PTO that was accumulated at the time of separation. The rate of compensation for PTO days shall be as follows:

- Nontradable PTO: paid in cash 100% of the current base pay rate.
- Tradable PTO: paid in cash 100% of the base pay rate as of October 1 of the previous year.

10.3 Each eligible employee shall be granted PTO for each pay period of actual service rendered on the following basis:

<table>
<thead>
<tr>
<th>Number of years of PTO Employment *</th>
<th>Accrual in hours per pay period</th>
<th>Yearly accrual in hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 4 years</td>
<td>8.3077</td>
<td>216</td>
</tr>
<tr>
<td>At least 4 years, but less than 15 years</td>
<td>9.8462</td>
<td>256</td>
</tr>
<tr>
<td>At least 15 years, but less than 23 years</td>
<td>10.1538</td>
<td>264</td>
</tr>
<tr>
<td>23 years or more</td>
<td>11.3846</td>
<td>296</td>
</tr>
</tbody>
</table>

*2080 hours equals one year.

The above schedule is for full-time employees [eighty (80) hours per pay period]. Part-time employees regularly scheduled for thirty-two (32) hours or more per pay period will accrue PTO directly proportionate to the number of hours paid each pay period. For example, a half-time employee who works forty (40) hours in a pay period will earn 40/80ths of the full-time accrual amount. A part-time employee who works sixty (60) hours will earn 60/80ths of the amount earned by a full-time employee. A full time
employee must be paid for at least forty (40) regular hours in a pay period to be eligible to accrue PTO for that pay period. Definition of regular hours: All non-overtime hours worked, PTO, holiday, extended sick leave, jury duty, educational LOA, etc. Regular hours do not include overtime hours which are defined as over eight (8) hours in a day, over eighty (80) hours in a pay period or forty (40) hours in a week based on the overtime program.

The above PTO schedule includes both Tradable and Nontradable PTO days as well as three (3) floating holidays. A full-time employee earns eight (8) Tradable days per year. An employee may elect to use those days toward time off or receive 100% of their cash value throughout the year or on or by December 31 of the year earned pursuant to paragraph 10.2. Eligible part-time employees earn Tradable days on a pro rated basis.

10.4 The combination of Nontradable PTO days and old vacation/holiday may be accumulated to a maximum three hundred eighty (380) hours. Any amounts in excess of the established maximums shall be lost to the employee.

10.5 Tradable days can be cashed in so they are not lost. Nontradable days can only be used for time off.

10.6 Employees must use PTO, Holiday or Extended Sick Leave when absent from work if available. The employer cannot force the Employee to go below 480 hours in the Extended Sick Leave bank.

ARTICLE 11
LEAVES OF ABSENCE

11.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after six (6) months of service with the Employer.

11.2 Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the department head or his/her designee. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization for an approved leave of absence shall be furnished to the employee by the department head or his/her designee, and it shall be in writing.

11.3 A request for a leave shall be answered within ten (10) work days.

11.4 In addition to accruing bargaining unit seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position in their department if the leave is for twelve (12) weeks or less. If the leave is in excess of twelve (12) weeks, the employee shall return to the classification in their Hospital department. The language in this Section shall be subject to the provisions of Section 15.1

-11-
11.5 Employees shall be granted a leave of absence with pay any time they are required to report to jury duty or jury service. All fees shall be returned to the Employer except those paid for duty on the employee’s normal day off and those paid for meals and mileage. Any hours not on jury duty shall be worked.

11.6 Personal Leave. Leaves of absence not to exceed six (6) calendar months may be granted. Such leave may be extended or renewed not to exceed a total leave of twelve (12) calendar months.

11.7 Maternity/paternity leaves, not to exceed six (6) calendar months, shall be granted at the request of the employee. An adoptive parent shall be granted a leave of absence not to exceed six (6) calendar months. The period of time off shall, at the direction of the adoptive parent, begin before, or at the time of, the child’s placement in the adoptive parent’s home, and shall be for the purpose of arranging the child’s placement or caring for the child after placement.

11.8 Educational leaves of absence may be granted for a maximum of two (2) calendar years.

11.9 Neither benefits or salary increases shall be earned by employees while on a leave of absence without pay, except as required by law.

11.10 Employees are eligible for School Conference and Activities Leave as defined by law. Employees should indicate if they are using PTO or taking the time off as unpaid.

ARTICLE 12
WAGES

12.1 Wage Schedule. Employees will be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. Appendix A will be considered part of this Agreement.

2018 Wage Increase. Effective April 1, 2018, the wage system will increase by two (2%) percent. All employees will receive a corresponding two (2%) percent wage increase. Employees below the range top will be eligible for step movement on their respective anniversary dates.

2019 Wage Increase. Effective April 1, 2019, the wage system will increase by two (2%) percent. All employees will receive a corresponding two (2%) percent wage increase. Employees below the range top will be eligible for step movement on their respective anniversary dates.

2020 Wage Increase. Effective April 1, 2020, the wage system will increase by two (2%) percent. All employees will receive a corresponding two (2%) percent wage increase.
Employees below the range top will be eligible for step movement on their respective anniversary dates.

During the duration of this Agreement, the employer may unilaterally increase the wage range without obligation to bargain with the union. If the range is adjusted, it will be adjusted to both the minimum and the maximum of the range.

12.2 **Monday through Friday Evening and Night Shift Differentials.**

*Evening Differential.* All full-time employees, except temporary full-time employees, who work on a shift which includes four (4) scheduled hours after 6:00 p.m. Monday through Friday, shall receive an evening differential for the entire shift, in the amount of two dollars and eighty cents ($2.80) per hour. This differential will not be paid where such work constitutes overtime under the provisions of this Agreement or a night, Saturday or Sunday differential applies.

*Night Differential.* All full-time employees, except temporary full-time employees, who work on a shift which includes four (4) scheduled hours before 6:00 a.m. Monday through Friday shall receive a night differential for the entire shift, the night differential shall be three dollars and eighty-five cents ($3.85) per hour. As of April 1, 2019, the night differential will increase to three dollars and ninety cents ($3.90) per hour. As of April 1, 2020, the night shift differential will increase to four dollars ($4.00) per hour. This differential will not be paid where such work constitutes overtime under the provisions of this Agreement or an evening, Saturday or Sunday differential applies. Employees working on a continual night shift arrangement shall be paid this differential during all paid leaves.

All part-time employees eligible for pro-rated benefits will receive evening and night differentials on the same conditions as listed in 12.2.

12.3 **Saturday-Sunday Differential.** All full-time employees, except temporary full-time employees, required to work on a Saturday or a Sunday as part of their regular schedule shall be compensated at the rates listed below for each hour worked.

<table>
<thead>
<tr>
<th></th>
<th>Effective 4/1/18</th>
<th>Effective 4/1/19</th>
<th>Effective 4/1/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday/Sunday day shift</td>
<td>$2.60</td>
<td>$2.60</td>
<td>$2.60</td>
</tr>
<tr>
<td>Saturday/Sunday evening shift</td>
<td>$4.00</td>
<td>$4.00</td>
<td>$4.00</td>
</tr>
<tr>
<td>Saturday/Sunday night shift</td>
<td>$5.55</td>
<td>$5.60</td>
<td>$5.70</td>
</tr>
</tbody>
</table>

All part-time employees eligible for pro-rated benefits shall be entitled to the Saturday/Sunday differential on the same conditions as listed above.

Compensation under this section will be in addition to the employee's regular salary and will be earned for the entire period worked, provided at least five (5) hours of the period
worked fall on the day for which the additional compensation is being paid. These differentials will not be paid where such work constitutes overtime under the provisions of the Agreement or an evening or night differential applies.

12.4 Unscheduled Weekend and Night Bonus. All .6 FTE (48 hours per pay period) or greater employees, except temporary employees, who work an unscheduled weekend shift will receive a ten dollars ($10.00) per hour weekend bonus for each unscheduled weekend hour worked. Individuals will receive a ten dollar ($10.00) per hour unscheduled night shift bonus for all hours worked when the majority of the shift falls between 12:00 a.m. and 6:00 a.m. This bonus will not apply to a voluntary exchange of hours. A Pharmacist working an unscheduled weekend night who is receiving the unscheduled weekend bonus will not also be eligible for the night shift bonus.

12.5 Lead Worker Pay. A Pharmacist assigned lead responsibilities outside the Pharmacist’s regular duties and responsibilities, for one week or longer, will receive lead pay at two dollars and ninety-five cents ($2.95) per hour. To receive lead pay compensation, the Pharmacist shall demonstrate involvement in at least one of the following areas:

1. Being responsible for directing, prioritizing and coordinating work flow;
2. Allocating and/or re-allocating staff resources;
3. Attempting to fill critical vacant positions due to staff absences;
4. Coordinating area improvements (i.e. Completing assigned projects, attending committee work group meetings);
5. Pharmacist In Charge;
6. Other duties as assigned.

Involvement is demonstrated via an “End of Shift Report” (preferred), email updates, or through daily dialogue with the manager. Lead pay will not be paid on a shift by shift basis if involvement is not demonstrated.

In addition, during the term of this collective bargaining agreement, a Pharmacist assigned to be a Lead Mentor will be eligible for lead worker pay, on a daily basis, as noted in this section for PharmD student assignment periods, including student assignment periods occurring on weekends.

12.6 Mandatory Meeting Attendance. Attendance at meetings required by the Employer will be considered time worked.

12.7 Pharmacists with ten (10) or more continuous calendar years of Pharmacist service with Regions Hospital as of March 31st each year who meet all of the eligibility criteria listed below, will be eligible for an annual payment as follows:

- Pharmacist must be “in good standing” with Employer (the Pharmacist was not suspended during the calendar year).
Pharmacists must be benefit eligible for the entire length of the collective bargaining agreement.

Payout will be based on FTE status as of March 31, 2016 and annually on March 31st thereafter.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount for full-time eligible employees*</th>
</tr>
</thead>
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<td>$1950</td>
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<tr>
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*Full-time for the purposes of this payment is defined to include employees working the 7/70 or 7/77 schedule of 70 or 77 hours in a seven day period.

Part time employees .4 or greater will receive a prorated amount based on years of service as noted above and hours worked in the prior April 1 through March 31 exclusive of overtime. For example, an eligible employee who worked 900 hours for the Hospital in this period of time and had 21 years of service would receive a payment of $927 in 2019. This amount is calculated as follows: $2150 amount divided by 2080 hours for a full time employee =$1.03 per hour. The employee worked 900 hours x $1.03 or $927.

These payments will be subject to normal taxes and withholding. The payout will be distributed approximately one month after March 31st of the applicable year.

12.8 Payroll Errors. In the event the Employer fails to issue a proper paycheck and the amount of the error is 10% or more of the employee’s gross salary, a manual check shall be issued within two (2) work days, at the employee’s request. If the error is less than 10% of the employee’s gross salary, it shall be corrected on the employee’s next paycheck. In the event the employee receives an overpayment, the employer will work out a repayment plan with the employee. The standard repayment schedule should not exceed five (5) pay periods. If the employee fails to respond to the request to discuss the overpayment with payroll/HR Service Center, the employee will receive a repayment schedule and the amount will be automatically deducted. At no time will the repayment plan exceed fifteen percent (15%) of the employee’s next paycheck.

ARTICLE 13
OVERTIME

13.1 Any employee required to work in excess of eighty (80) hours per pay period or eight (8) hours per day shall be compensated at one and one half (1 ½) times his/her regular rate of pay for such excess hours. An employee who works in excess of twelve (12) consecutive hours shall receive two (2) times the employee’s regular straight time hourly rate for such excess time worked. Overtime shall be based on actual hours worked.
13.2 Overtime shall be voluntary with seniority recognized, except in an emergency or should the required Pharmacists not be available on a voluntary basis. Reverse seniority shall be utilized for involuntary overtime when consistent with staffing responsibilities.

13.3 Management has the right to cancel posted overtime shifts only if the shifts can be filled on a non-overtime basis. Management will not cancel a posted overtime shift that has already been filled, with the intent of redistributing workload to employees already scheduled during that time. Management will notify the employee ten (10) days prior to the shift, unless the employee and the supervisor mutually agree to an exception. The above language does not imply or guarantee that management will fill all open shifts.

ARTICLE 14
GRIEVANCE PROCEDURE

14.1 Definition of Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. If an employee has a right to utilize a statutory appeal process and elects to do so, the right to appeal under this article is waived except in those instances in which federal nondiscrimination law prohibits such waiver.

14.2 Organization Representatives. The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article.

14.3 Processing of Grievance. It is recognized and accepted by the Union and the Hospital that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee's representative shall be allowed a reasonable amount of time without loss in pay, if an employee, when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the employee's representative have notified the designated supervisor.

14.4 Grievance Procedure. Grievances as herein defined, shall be processed in the following manner:

Step 1. The employee shall take up the grievance or dispute with the Director of Pharmacy or his/her designated representative within ten (10) work days of the employee's knowledge of its occurrence. The Pharmacy Director shall then attempt to adjust the matter and shall respond to the employee within five (5) work days.

Step 2. Formal - If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in
writing to the designated Human Resources employee within ten (10) working days after the Director's answer in Step 1 and shall be signed by both the employee and the Union representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the relief requested. The department head or his designated representative and the designated Human Resources employee shall discuss the grievance within ten (10) days with the employee and the Union representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the department head or his/her designated representative and the Union. If no settlement is reached, the designated Human Resources employee shall give a written answer to the Union within ten (10) days following their meeting.

**Step 3. Appeal** - If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing as specified in Step 2 to the designated Human Resources employee within ten (10) days after the department head or designated representative's answer in Step 2. A meeting between the designated Human Resources employee, the Chief Executive Officer or designated representative, the employee and the Union shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the designated Human Resources employee and the Union. If no settlement is reached, the designated Human Resources employee shall give the Employer's written answer to the Union within ten (10) days following the meeting.

**Step 4. Arbitration** - If the grievance is not settled in accordance with the foregoing procedure, either party may refer the grievance to arbitration within ten (10) days after the Union's receipt of the Employer's written answer in Step 3. The arbitrator shall be selected from a list of seven (7) candidates supplied by the Federal Mediation and Conciliation Service in accordance with 29 CFR section 1404.

a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the employee and the Union, and shall have no authority to make a decision on any other issue not so submitted.

b. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

c. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall
be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

14.5 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limit or any agreed-to extension, the grievance shall be considered settled on the basis of the Union's request. The time limit in each step may be extended by mutual written agreement of the Hospital and the Union in each step. The term "days" as used in this Article shall mean the days Monday through Friday inclusive, exclusive of holidays.

14.6 Grievance Representative. Employees presenting a grievance under Step 2 shall be represented by a representative of the Union.

14.7 Records. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

14.8 Discipline in the form of a written reprimand, withholding of salary increase, suspension, or discharge shall be for cause and given in writing. An employee receiving such discipline (except an oral or written reprimand) may submit the disciplinary action to the grievance procedure beginning at Step 2. Employees may not file a grievance in response to an oral or written reprimand. However, the Employee may file a written rebuttal relating to the specifics of the oral or written reprimand within ten (10) calendar days of the receipt of the oral or written reprimand and such rebuttal shall be placed in the Employee's Human Resources personnel file. In addition, the Employee has the option to meet with his/her supervisor and a Union representative to discuss the oral or written reprimand.

ARTICLE 15
SENIORITY

15.1 Seniority means an employee's length of continuous service by classification and from date of hire. Seniority shall be computed on the basis of two thousand eighty (2080) compensated hours, excluding overtime, equaling one (1) year service throughout this agreement. Seniority shall not accrue for unpaid leaves exceeding thirty (30) days.

15.2 On January 15th the Hospital shall establish a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union when it is posted.
15.3 Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

15.4 Department (Hospital) preference shall be recognized for promotions.

15.5 Vacant positions will be posted for 5 calendar days in the Pharmacy Departments. Any qualified bargaining unit employee who applies will be given consideration for assignment to the vacancy. Seniority will prevail when the qualifications of the applicants are equal.

ARTICLE 16
WORK FORCE

16.1 In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of seniority within the bargaining unit provided all temporary, emergency and probationary employees are laid off first. Employees shall be recalled from layoff according to their seniority within the bargaining unit. No new employees shall be hired in the bargaining unit classification until all employees on layoff status desiring to return to work have been recalled.

In the event it becomes necessary to reduce the hours of employees on a permanent basis employees will be laid off in inverse order of seniority within the bargaining unit. A permanent reduction in hours is defined as a reduction of hours for more than one (1) month. A temporary reduction of hours will be at the discretion of the Employer.

16.2 Employees promoted outside the bargaining unit shall maintain their seniority in the unit for six (6) months.

16.3 New employees shall be subject to all provisions of this contract limited only by the following:

a. New employees will be subject to the six (6) month probationary period provisions of the Hospital Personnel Policies.

b. New employees may be assigned duties on such basis as deemed necessary for them to be properly trained for the work they are hired to perform.

c. In the event the department head wishes more time to evaluate an employee's performance, the probationary period may be extended for an additional 60 days, with written notice to the union and the employee including the reason for extension. The probationary period of an employee who is on approved leave of absence may be extended by the amount of time the employee is on an approved leave of absence. Time spent as a temporary or on-call employee shall not count toward the probationary period. Terminations during probation are not grievable.

-19-
16.4 An employee on layoff status shall be deemed terminated if not recalled within one (1) year following the date of layoff.

ARTICLE 17
INSURANCE

17.1 Employees shall be covered by the same health insurance program as non-union employees. Any change in the non-union health insurance program during the term of this Agreement shall also apply to members of the bargaining unit.

All eligible employees shall be offered participation in the Employer's insurance program. Effective the date of hire or benefits eligibility, the Employer will make contributions toward health insurance for all eligible employees who elect to participate in the Employer's insurance program.

Health Insurance for the Primary Plan (entitled First Plan in 2015):

For the period of April 1, 2018 through March 31, 2019:

Employee costs per month for health insurance will be as follows:

Single: Lesser of 12.8%* or $90.00/mo
Family: Lesser of $13.7%* or $230.00/mo

For the period of April 1, 2019 through March 31, 2020:

Employee costs per month for health insurance will be as follows:

Single: Lesser of 13.8%* or $95.00/mo
Family: Lesser of 14.8%* or $235.00/mo

For the period of April 1, 2020 through March 31, 2021:

Employee costs per month for health insurance will be as follows:

Single: Lesser of 14.7%* or $100.00/mo
Family: Lesser of 15.5%* or $240.00/mo

*Percentages listed are based on total premium.

Employees will be eligible for other Employer offered Health Insurance plans on the same basis and rates as non-contract employees except that, during the term of this Agreement, the members of this bargaining unit who select such other Employer offered Health
Insurance plans will not pay a premium that exceeds the employee premium for the applicable primary rate listed above.

17.2 Dental Insurance:

For the period of April 1, 2018 through March 31, 2021:

Employee costs per month for dental insurance will be as follows:

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17.3 Eligible bargaining unit employees will be covered by the flexible benefits program on the same basis as non-union employees. Under this program, eligible employees regularly scheduled from sixty-four (64) through eighty (80) hours per pay period who meet the requirements to opt out and who opt out of medical coverage will receive fifty (50) flexible dollars per month. In the event the flexible dollar amount is changed for non-union employees, the same change will be granted to eligible employees covered by this Agreement.

17.4 Employees shall be covered by the same retiree health insurance program as non-union employees. Any change in the non-union retiree health insurance program during the term of this Agreement shall also apply to members of the bargaining unit. The Employer will contribute to retiree insurance on the same basis as the basic non-union employee program. Any change in the Employer's contribution toward the non-union retiree health insurance premium during the term of this Agreement shall also apply to members of the bargaining unit.

17.5 The Employer will provide group life insurance equal to the nearest thousand dollars of an employee's annual salary, based on the employee's salary on October 1 of the previous year, up to a four hundred thousand dollar ($400,000) maximum. Amounts over $50,000 are considered imputed income.

17.6 Employees covered by the hospital's health insurance program who terminate employment and elect to continue coverage pursuant to COBRA will be eligible to convert to a non-group plan pursuant to the Hospital's policy on the same terms and conditions as non-union employees at the end of the COBRA continuation period.

17.7 Employees shall be eligible to participate in the Employer's Long Term Care Insurance program on the same basis as non-union employees.
ARTICLE 18
GENERAL PROVISIONS

18.1 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership. The parties to this agreement agree to continue the policies of complying with all federal, state, and local laws with respect to non-discrimination against any employee based on individual merit and capability without regard to race, creed, religion, color, age, sex, national origin or ancestry, sexual orientation, marital status, familial status, disability, veteran status, status with regard to public assistance, or other factors identified and protected by federal, state and local legislation.

18.2 The Employer agrees to recognize one steward and one alternate as certified by the Union subject to the following stipulations:

a. Stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances.

b. Non-employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify the Employer's designee and provided the Union representative does not interfere with the work of the employees.

18.3 Work Rules. The Employer department shall have the right to establish reasonable work rules which shall be equitably and uniformly applied within their department. All work rules shall be posted and copies furnished to the Union. Any complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules, shall be resolved through discussion by the parties.

18.4 Any subject matter aside from routine records placed in the employee's Human Resources Department file shall be served upon the employee in writing. All material in the Human Resources Department employee's file shall be available for the employee's inspection.

18.5 During the term of this Agreement, the Employer shall not contract out or subcontract any Pharmacy services performed by employees covered by this Agreement without a minimum of thirty (30) days notice to the Union.

18.6 Labor Management Meetings. Employees and management will meet on a quarterly basis. Attendance at these meetings will be paid time for three employee representatives designated by the union. Agendas will be developed by mutual agreement with a meet and confer focus. More frequent meetings may be held by mutual agreement.
ARTICLE 19
COMPLETE AGREEMENT AND WAIVER OF BARGAINING

19.1 This Agreement shall represent the complete agreement between the Union and the Employer.

19.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

19.3 Savings Clause. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or the Department of Labor, the Minnesota Department of Human Rights, the EEOC and the St. Paul Human Rights Commission, such decision of the court shall apply only to the specified article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE 20
EDUCATION

20.1 The Employer shall provide educational assistance sums to bargaining unit employees on the same basis and with the same limitations as the basic non-union employee program for the term of this Agreement.

20.2 Each .8 or above Pharmacist is allowed up to five hundred dollars ($500.00) from March to March every contract year to attend Continuing Education Unit (CEU) programs. The five hundred dollars ($500.00) can be applied to the cost of registration fees, programs or professional journals/books, professional medical magazines, videos, and educational tapes if CEUs are provided for these items or prior approved by the Employer or for Employee participation in the journal club. This amount will be pro-rated for .4 through .79 Pharmacists (calculated on FTE Status as of March 1st of each year). An employee may request reimbursement for CEU programs that could exceed the above allowance but there
is no guarantee this shall be honored. The decision will not be greivable.

In addition, each .8 or above Pharmacist is allowed up to sixteen (16) hours of paid time off by the department to attend Continuing Education Unit (CEU) programs every two (2) years. Once the Pharmacist has exhausted the sixteen (16) hours of time off, the Pharmacist may use PTO or time off without pay to attend the CEU program. The Pharmacist will provide a summation, either written or through a department staff meeting, of the information covered by the CEU program if pertinent to Regions Hospital. An employee may request additional paid time off that could exceed the above allowance but there is no guarantee this shall be honored. The decision will not be greivable.

Expenses for CEU’s will apply to the contractual year the CEU event occurs. Reimbursement for expenses must be submitted in the contract year and no later than 60 days post event.

The above is contingent upon the following:

The Pharmacist’s attendance at such CEU programs must be approved by the management of the department to ensure adequate staffing to cover the Pharmacist’s time away from work.

In each instance where the department directs a Pharmacist to attend a program, the department will pay for the program registration fee, travel expenses and the Pharmacist’s time off from work. When this occurs, the costs paid by the department will be applied against the five hundred dollars ($500.00) and the sixteen (16) hours mentioned above when the program that the Pharmacist is directed to attend carries CEUs.

Pharmacists are encouraged to obtain CEUs through the in-house materials and programs available and through attendance at Grand Rounds.

Cost of ACLS training for Code 2 Team members will be provided by the Employer and are not included in the CEU funds listed above.

20.3 Board Certifications.

Initial Certification Examination

The hospital will pay one hundred percent (100%) up to six hundred and fifty dollars ($650.00) of the cost of the initial certification examination as a reimbursement upon successful passing of the exam provided that the employee will be required to pay the amount back if they leave Regions’ employment within one (1) year of the payment.

Certifications currently included are as follows: any current or future Board of Pharmacy Specialties designation, Accredited in Applied Pharmacology, Certified Diabetes Educator, Certified Geriatric Pharmacist, Certified Anticoagulation Care Provider, Diplomat of American Board of Applied Toxicology, and HIV Specialist Pharmacist. Additional certifications that may be required by the hospital or certifications that will no longer be
required will be submitted in writing to the Union prior to such change in certification requirements going into effect.

**Maintenance Fee**

The Employer will pay a maximum of one hundred and twenty-five dollars ($125.00) a year for maintenance fees for certifications.

**Board Certification Recognition**

Effective April 1, 2018, existing employees who do not have a Board Certification but during the term of the agreement subsequently obtain a Board Certification as that term is defined in Section 20.3 will be eligible for the following:

Employees at the ten (10) year length of service step listed in Appendix A who obtain the Board Certification during the term of this agreement will receive a one-time payment of one thousand dollars ($1000) for obtaining the Board Certification.

Employees under the ten (10) year length of service step listed in Appendix A who obtain the Board Certification during the term of this agreement will receive two thousand and eighty (2080) hours of experience credit towards their next step in the Appendix A salary schedule.

This benefit is limited to a maximum of one (1) Board Certification per employee. In addition, this benefit is not available to individuals who received Board Certification credit upon initial hire or pursuant to Letter of Understanding #5 Board Certifications for employees with current Board Certifications (April 2018) attached to this agreement. Examples:

an employee who has one Board Certification at the time of hire that is credited will not be eligible for this benefit in the event that they obtain an additional Board Certification

an employee who obtains one Board certification and then obtains a second Board Certification the following year will only be eligible for this benefit upon the first Board Certification and not the second Board Certification at any later time.
ARTICLE 21
TERMINATION

This Agreement shall be effective as of the first day of April, 2018 and shall remain in full force and effect until March 31, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing within ninety (90) days of the expiration of this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date. The termination date shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 1st day of May 2018.

REGIONS HOSPITAL

MEGAN REMARK
PRESIDENT

KIM EGAN
VICE PRESIDENT HUMAN RESOURCES

SHARON ZOPP-JORDAN
DIRECTOR LABOR RELATIONS

CRAIG HARVEY
DIRECTOR PHARMACEUTICAL SERVICES

PROFESSIONAL EMPLOYEE
PHARMACISTS OF MINNESOTA, A
Division SEIU HEALTHCARE MINNESOTA

KEVIN KUEHN
INTERNAL ORGANIZER

ANNA CHRISTENSEN
PHARMACIST

TROY HOFF
PHARMACIST

GERDA OTTMAN
PHARMACIST

DAN SANDBERG
PHARMACIST

Dated 5/11, 2018

Dated: 5/17, 2018
APPENDIX A

PHARMACIST
SALARY SCHEDULE

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April 1, 2018

Kevin Kuehn  
Internal Organizer  
SEIU Healthcare Minnesota  
Professional Employee Pharmacists of Minnesota  
345 Randolph Ave  
St. Paul, MN 55102

RE: Ratification Bonus

Dear Kevin:

This letter will serve to identify that the Hospital has agreed to a one-time net amount of one hundred dollar ($100) ratification signing bonus to individuals who were in the bargaining unit at a .4 FTE of above as of the date of April 1, 2018. This amount will be made on the same check as the retro payment for wages.

Please sign and date below to indicate your acceptance of this resolution of the matter.

For Regions Hospital

[Signature]
Sharon Zopfi-Jordan  
Director Labor Relations  
Dated: 5/1/18

For SEIU Healthcare Minnesota

[Signature]
Kevin Kuehn  
Internal Organizer  
Dated: 5-1-18

Appendix B-Letter of Understanding #1
April 1, 2015

Kevin Kuehn
Internal Organizer
SEIU Healthcare Minnesota
Professional Employee Pharmacists of Minnesota
345 Randolph Ave
St. Paul, MN 55102

RE: Current Hiring Practices

Dear Kevin:

This letter will serve to outline the parties’ agreement related to Regions Hospital’s current hiring practice of crediting individuals with prior experience who are subsequently hired into a bargaining unit position for purposes of initial placement onto the salary system.

Pharmacists are given hour for hour credit for prior hours of work in the capacity of a licensed Pharmacist within the United States of America (up to 2080 non-overtime hours equaling one year of experience). Pharmacists with Pharmacist experience from other countries will be given half (1/2) credit for hours worked (not including overtime hours) in retail, nursing home or hospital settings. No credit is given for overtime hours worked. For example, if a Pharmacist has 4000 hours of Pharmacist experience in the United States, the Pharmacist would be placed on the start step and would move up to the 2 year step after he/she worked an additional 160 hours for a total of 4160 experience hours.

Additionally, the following credit is given for purposes of initial placement on the salary system:
Board Certification+ PGY2 Residency = 4 years credit
Board Certification+ PGY1 Residency = 3 years credit
PGY2 Residency = 3 years credit
PGY1 Residency = 2 years credit
Board Certification = 1 year credit

The maximum allowed hours per year is 2080 hours. Credit is not given for overtime hours worked.

Please sign and date below to indicate your acceptance of this resolution of the matter.

For Regions Hospital

Sharon Zopfi, MBA
Director Labor Relations

Dated: 5/11/18
Appendix B-Letter of Understanding #2

For SEIU Healthcare Minnesota

Kevin Kuehn
Internal Organizer

Dated: 5-1-18
LETTER OF UNDERSTANDING
BETWEEN
SEIU, HEALTHCARE MINNESOTA AND REGIONS HOSPITAL

This Letter of Understanding is made and entered into by and between Regions Hospital, hereinafter "Employer", and SEIU Healthcare Minnesota, hereinafter "Union", to amend the Collective Bargaining Agreements between the parties.

1. The parties agree to the following terms for any individual who was previously employed in the HealthPartners family of organizations other than by the Employer, hereinafter "prior organization" and subsequently accepts a job offer with the Employer, in a job title represented by the Union, prior to terminating his/her employment with such prior organization.

   a. The "benefit" date used to determine an individual’s length of service for PTO accrual shall be based upon his/her current hire date with his/her prior organization.

   b. The hire date for determining the individual’s hours of service for vesting and eligibility for the Employer’s Employee Retirement Plan shall be based upon the individual’s most recent hire date with his/her prior organization as specified in the Employer’s Plan Documents.

2. This Letter of Understanding shall not be used as evidence by the Employer or the Union in any future administrative or legal proceeding and this Letter of Understanding creates no admission by the Employer or the Union related to the appropriate bargaining units or employer status of the Employer or any other employer in the HealthPartners family of organizations.

3. Except as modified herein or as modified in subsequent Letters of Understanding, all other provisions of the Collective Bargaining Agreement shall apply.

FOR THE EMPLOYER

Sharon Zopfi-Jordan
Manager Labor Relations
Regions Hospital

6/11/09

FOR THE UNION

Kevin Kuehn
Business Representative
SEIU Healthcare Minnesota

6/11/09

The mission of Regions Hospital is to improve the health of our patients and community by providing high quality health care which meets the needs of all people. Regions Hospital is a member of the HealthPartners’ family of health care organizations.
May 29, 2009

Kevin Kuehn  
Business Representative  
SEIU Healthcare Minnesota  
Professional Employee Pharmacists of Minnesota  
345 Randolph Ave  
St. Paul, MN 55102  

Re: Dues Deduction Program Meet and Confer  

Dear Kevin: 

The parties agree to meet and confer upon request of the Union to discuss potential implementation of a new dues deduction program. 

FOR THE EMPLOYER  

Sharon Zopf-Jordan  
Manager Labor Relations  
Regions Hospital  

FOR THE UNION  

Kevin Kuehn  
Business Representative  
SEIU Healthcare Minnesota  

Appendix B-Letter of Understanding #4
April 1, 2018

Kevin Kuehn
Internal Organizer
SEIU Healthcare Minnesota
Professional Employee Pharmacists of Minnesota
345 Randolph Ave
St. Paul, MN 55102

RE: Board Certification Recognition for employees with current Board Certifications

Dear Kevin:

As of April 1, 2018, employees with an existing Board Certifications listed in 20.3, who have not previously received experience credit for a Board Certification, will receive one of the following on a one-time basis:

Employees at the ten (10) year length of service step listed in Appendix A will receive a payment of one thousand dollars ($1000).

Employees under the ten (10) year length of service step will receive two thousand and eighty hours (2080) of experience credit towards their next step in the salary schedule listed in Appendix A.

Experience credit is limited to a maximum of one (1) Board Certification per employee.

Please sign and date below to indicate your acceptance of this resolution of the matter.

For Regions Hospital

[Signature]
Sharon Zopfi-Jordan
Director Labor Relations

Dated: 5/1/18

For SEIU Healthcare Minnesota

[Signature]
Kevin Kuehn
Internal Organizer

Dated: 5-1-18

Appendix B-Letter of Understanding #5
MEMORANDUM OF UNDERSTANDING
BETWEEN
REGIONS HOSPITAL
And
PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA
SEIU HEALTHCARE MINNESOTA
(PTO and Holiday accrual and night shift payment
for regularly scheduled night shift pharmacists)

This memorandum will outline the parties’ agreement applicable to regular seventy-seven (77) hour per pay period Pharmacists who are regularly scheduled to and work the night shift where the majority of the shift is worked between 12:00 a.m. and 6:00 a.m.

1. The normal work period for these employees will be seven (7) consecutive days of eleven (11) hours per day followed by seven days off.

2. Pursuant to Article 6.7 of the collective bargaining agreement, the parties may mutually agree to payments at the rate set forth in the collective bargaining agreement on the basis of time worked in excess of forty (40) hours during any one (1) week (seven (7) consecutive days). This paragraph will outline such a mutual agreement. The parties also agree that the provisions of Article 6.5(d) and the portion of Article 13.1 requiring overtime payments after eight (8) hours per day as outlined in the collective bargaining agreement will not apply to these employees while they are working the work period outlined in paragraph #1.

3. Because these employees will be working a normal schedule of seventy-seven (77) hours of work during a two week period rather than the normal eighty (80) hours of work, their PTO and Holiday accrual will be adjusted to reflect the fact that these employees are working 77/80 (.9625) of the normal work week contemplated in the collective bargaining agreement.

This will also result in the following Holiday accrual:

Pursuant to Article 8.1 of the collective bargaining agreement, these individuals for whom a holiday is a scheduled day of work will be paid at their regular rate of pay for work performed on the holiday and will be granted an alternate day off. In the event these regular seventy-seven (77) hour per pay period individuals are required to work at least five (5) hours of the eleven hour shift on Christmas Day or New Year’s Day they will be credited with an additional sixteen (16) hours. No other overtime or differential pay shall be earned when this provision is in effect (including the night differential). The other provisions in this Article 8.1 will continue in effect except that overtime hours will be defined as over forty (40) hours in a week rather than eight (8) hours in a day.

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4. Regular seventy-seven (77) hour per pay period Pharmacists who are regularly scheduled to and work the night shift where the majority of the shift is worked between 12:00 a.m. and 6:00 a.m. will receive a payment of one thousand five hundred dollars ($1,500) every six months. This will be in addition to the regular shift differentials outlined in Article 12.2 and 12.3 of the collective bargaining agreement. In order to receive this payment, the Pharmacist must be employed by the Hospital as a regular seventy-seven (77) hour per pay period night pharmacist who is regularly scheduled to the night shift and is performing night shift pharmacist services for the six months prior to the payment and must be employed with Regions Hospital as a regular seventy-seven (77) hour per pay period pharmacist performing night shift pharmacist services on the date that payment is made.

The parties agree that this memorandum of understanding will be appended to the collective bargaining agreement and will be considered part of the collective bargaining agreement.

The parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives whose signatures appear below. All other provisions of the collective bargaining agreement not specifically altered by this Memorandum of Understanding shall remain in effect.

For Regions Hospital:

Sharon Zopfi-Jordan
Director Labor Relations 5/1/18

For PEPOM, a division of SEIU Healthcare Minnesota:

Kevin Kuehn
Internal Organizer 5-1-18

Appendix C - Memorandum of Understanding #1
MEMORANDUM OF UNDERSTANDING
BETWEEN
REGIONS HOSPITAL
And
PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA
SEIU HEALTHCARE MINNESOTA
(PTO and Holiday accrual for regularly scheduled evening shift pharmacists)

This memorandum will outline the parties’ agreement applicable to regular seventy (70) or seventy-seven (77) hour per pay period Pharmacists who are regularly scheduled to and work the evening shift which includes four (4) scheduled hours after 6:00 p.m.

1. The normal work period for these employees will be seven (7) consecutive days of ten (10) or eleven (11) hours per day followed by seven days off.

2. Pursuant to Article 6.7 of the collective bargaining agreement, the parties may mutually agree to payments at the rate set forth in the collective bargaining agreement on the basis of time worked in excess of forty (40) hours during any one (1) week (seven (7) consecutive days). This paragraph will outline such a mutual agreement. The parties also agree that the provisions of Article 6.5(d) and the portion of Article 13.1 requiring overtime payments after eight (8) hours per day as outlined in the collective bargaining agreement will not apply to these employees while they are working the work period outlined in paragraph #1.

3. Because these employees will be working a normal schedule of seventy (70) or seventy-seven (77) hours of work during a two week period rather than the normal eighty (80) hours of work, their PTO and Holiday accrual will be adjusted to reflect the fact that these employees are working 70/80 (.875) or 77/80 (.9625) of the normal work week contemplated in the collective bargaining agreement.

This will also result in the following Holiday accrual:

Pursuant to Article 8.1 of the collective bargaining agreement, these individuals for whom a holiday is a scheduled day of work will be paid at their regular rate of pay for work performed on the holiday and will be granted an alternate day off. In the event these regular seventy (70) or seventy-seven (77) hour per pay period individuals are required to work at least five (5) hours of the ten or eleven hour shift on Christmas Day or New Year’s Day they will be credited with an additional sixteen (16) hours. No other overtime or differential pay shall be earned when this provision is in effect (including the evening differential). The other provisions in this Article 8.1 will continue in effect except that overtime hours will be defined as over forty (40) hours in a week rather than eight (8) hours in a day.
The parties agree that this memorandum of understanding will be appended to the collective bargaining agreement and will be considered part of the collective bargaining agreement.

The parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives whose signatures appear below. All other provisions of the collective bargaining agreement not specifically altered by this Memorandum of Understanding shall remain in effect.

For Regions Hospital:

Sharon Zopfi-Jordan
Director Labor Relations

For PEPOM, a division of SEIU Healthcare Minnesota:

Kevin Kuehn
Internal Organizer 5-1-18

Appendix C - Memorandum of Understanding #2
MEMORANDUM OF UNDERSTANDING
BETWEEN
REGIONS HOSPITAL
AND
PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA
SEIU HEALTHCARE MINNESOTA
(Alcohol and Drug Testing for Employees - Reasonable Suspicion)

The parties have agreed that the members of this bargaining unit will be subject to the Alcohol and Drug Testing for Employees - Reasonable Suspicion policy/procedure on the same terms and conditions applicable to nonunion employees.

The parties agree that this memorandum of understanding will be appended to the collective bargaining agreement and will be considered part of the collective bargaining agreement.

The parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives whose signatures appear below. All other provisions of the collective bargaining agreement not specifically altered by this Memorandum of Understanding shall remain in effect.

For PEPOM, a division of SEIU Healthcare Minnesota:

Kevin Kuehn
Internal Organizer

Dated: 5-1-18

For Regions Hospital:

Sharon Zopfi-Jordan
Director Labor Relations

Dated: 5/11/18

Appendix C - Memorandum of Understanding #3

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MEMORANDUM OF UNDERSTANDING
BETWEEN
REGIONS HOSPITAL
AND
PROFESSIONAL EMPLOYEE PHARMACISTS OF MINNESOTA
SEIU HEALTHCARE MINNESOTA
(Pharmacy Process Improvement Team)

Regions Hospital, its employees and SEIU as the exclusive representative of the pharmacists bargaining unit at Regions Hospital are jointly committed to improving quality pharmaceutical care delivered to patients.

Both parties agree to work in a collaborative manner during the term of this agreement to improve the delivery of pharmaceutical care to patients. The goal of the program is to identify and make recommendations of changes that may be implemented to improve the delivery of high quality pharmaceutical services to patients. Both parties agree to mutually support and take an active role in the process.

The PPIT will consist of up to five (5) pharmacist members (selected by the bargaining unit) and up to five (5) pharmacy management staff members selected by the Hospital. Optional participants will be added ad-hoc subject to mutual agreement of the parties based on the need for outside expertise. The Union Business Representative and a Human Resources Representative may attend the PPIT.

The PPIT will meet on a quarterly basis unless a different frequency is decided upon by the team. Minutes will be disseminated to the PPIT Team members, Pharmacists, Pharmacy Leadership, the Union Business Representative and the Human Resources Representative.

Focused areas work by the PPIT may change over time depending upon the issues brought forward by the Pharmacists and/or management. Issues and recommendations may be brought forward to the PPIT through a dedicated e-mail box. The submitter will receive a direct response to their issue via e-mail, after being addressed at the PPIT meeting.

PPIT will provide an update as to activity and results at each regularly scheduled quarterly Pharmacy LMC meeting.

In order to encourage a full and free exchange of ideas, the parties specifically agree that by participation in this program, Regions Hospital and SEIU do not waive or otherwise limit their respective rights (such as management rights or union rights) regarding any subject that may be discussed in PPIT.

Kevin Kuehn
Internal Organizer
SEIU Healthcare Minnesota

Dated: 5-1-18

Sharon Zopfi
Director Labor Relations
Regions Hospital

Dated: 5-11-18

Appendix C - Memorandum of Understanding #4

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The “Just Cause” provision in our contracts protect us against unfair and unjust discipline that employers hand out. The Key sentence in our contracts usually reads “The employer shall not discipline or discharge any employee without just cause”. It may say “cause” or fair cause” or something to that affect, but the meaning is the same: the employer can’t discipline us because they feel like it, there has to be a reason and they have to show us proof.

Stewards must be ready to handle all sorts of discipline cases, from warnings to suspensions to firings. Using the 7 Tests of Just Cause on the other side of this card, will help us represent our members fairly and powerfully.

If the employer has violated any of the 7 Tests of Just Cause, it makes their case weaker. When we are able to prove they haven’t met the standards, we win grievances. These tests have been upheld by arbitrators since a 1966 U.S. Supreme Court decision.
1. Was the member given advance warning of the probable consequences of their actions?

2. Was the rule/policy/management’s request reasonable related to efficient and safe operation?

3. Was the alleged violation of the rule, policy, or management’s request fully investigated prior to corrective action?

4. Was the investigation fair and objective?

5. Did the investigation uncover substantial proof of guilt?

6. Was the employer’s treatment even handed and non-discriminatory?

7. Was the corrective action reasonably related to the member’s work record and the gravity of the offense?