

**Collective Bargaining Agreement**

**between**

**Professional Employee Pharmacists of Minnesota  
a Division of SEIU Healthcare Minnesota**

**and**

**Abbott Northwestern Hospital**

**February 24, 2011 - December 31, 2013**

## TABLE OF CONTENTS

Article 1: Recognition .....	4
Article 2: Management Rights .....	4
Article 3: Wages .....	5
3.1: Wage Scale .....	5
3.2: Longevity Bonus.....	5
Article 4: Hours of Work and Overtime .....	6
4.7: Changing Time .....	7
4.8: Alternate Weekend Schedule.....	7
4.9: 7-On/7-Off Schedules .....	9
4.10: Per Diem .....	11
Article 5: Labor Management Committee .....	11
Article 6: Shift Differential, Weekend Bonus, and Lead Pay .....	12
6.1: Shift Differential.....	12
6.2: Weekend Bonus .....	12
6.3: Weekend Premium.....	12
6.4: Lead Pay .....	12
Article 7: On-Call .....	12
Article 8: Vacation .....	12
8.2: Vacation Cash Out.....	13
Article 9: Holidays .....	15
Article 10: Paid Time-Off .....	16
Article 11: Sick Leave .....	16
Article 12: Corrective Action .....	18
12.1: Just Cause .....	18
12.1: Notice of Corrective Action and Discharge.....	18
12.3: Suspension Time Limits .....	18
12.4: Corrective Action for Absenteeism: .....	18
12.5: Removing Written Corrective Actions from File .....	18
12.6: Time Limits on Initialing Corrective Action.....	18
Article 13: Probationary Period .....	18
Article 14: Leaves of Absence .....	19
14.2: Critical Illness or Death in the Immediate Family/ Domestic Partner.....	19
14.3: Bereavement .....	19

14.5: Jury Duty .....	20
14.6: Military Leave .....	20
14.7: Time Off for Voting.....	20
14.8: School Conference and Activities Leave.....	20
14.9: Other Leave of Absence .....	20
14.10: Accrual of Benefits .....	20
Article 15: Rest Periods .....	21
Article 16: Grievance and Arbitration .....	21
16.1: General Provisions.....	21
16.2: Grievance and Arbitration Procedure .....	21
16.3: Arbitration and Mediation Procedure .....	22
16.4: Deliberate Violations .....	23
Article 17: Insurance .....	23
17.1: Health Insurance .....	23
17.2: Dental Insurance .....	24
17.3: Disability Insurance .....	24
17.4: Professional Liability Insurance .....	25
17.5: Life Insurance .....	25
Article 18: Seniority .....	25
18.1: Definition .....	25
18.2: Training.....	26
18.3: Layoff.....	26
18.4: Job Openings .....	26
18.5: Low Need Days .....	26
18.6: Reduction of Hours.....	27
Article 19: Pensions .....	27
Article 20: Part-Time Employees .....	27
20.1: Sick Leave .....	27
20.2: Christmas Day and Thanksgiving Day .....	27
20.3: Holidays.....	27
20.4: Insurance.....	27
20.5: Vacation.....	27
20.6: Wages.....	28
20.7: Life Insurance .....	28
Article 21: Union Security .....	28
21.1: Dues/ Fees Deductions .....	29
21.2: Employee Lists .....	29
21.4: Yearly Updates .....	30
Article 22: Maintenance of Benefits .....	30

Article 23: Return to Duty .....	31
Article 24: Contracting Out .....	31
Article 25: No Strikes or Lockouts .....	31
Article 26: Educational Development .....	31
Article 27: Right to Ethical Objections Regarding Patient’s Care .....	32
Article 28: SEIU (COPE) Language .....	32
Article 29: Health and Safety .....	32
29.1: Statement of Purpose .....	32
29.2: Employee Responsibility .....	32
29.3: Right to Participate .....	33
29.4: Employees’ Right to Know.....	33
29.5: Infectious or Contagious Disease .....	33
29.6: Violence in the Workplace .....	33
29.7: Respectful Workplace.....	33
29.8: Health and Safety Education .....	33
29.9: Workers Compensation.....	33
29.10: Duty to Accommodate.....	34
29.11: Refusal to Work Under Dangerous Conditions .....	34
Article 30: Union Stewards .....	35
30.1: Stewards:.....	35
30.2: Union Orientation .....	35
30.3: Paid Union Steward Time.....	35
30.4: Union Steward Office .....	35
30.5: Paid Union Steward Training .....	36
30.6: Union Steward Meetings .....	36
30.7: Union Access .....	36
30.8: Bulletin Boards .....	36
30.9: Union Negotiating Committee.....	36
Article 31: Leaves of Absence for Union Business .....	36
Article 32: Term of Agreement .....	37
Appendix A – Dental Plan Specifications .....	39
Letters of Understanding	
• Health Insurance Committee .....	40
• Health Insurance (April 18, 2008).....	42
• Health Insurance (February 24, 2011).....	43

## **COLLECTIVE BARGAINING AGREEMENT**

This is an Agreement made and entered into effective February 24, 2011 by and between the undersigned Abbott Northwestern Hospital, hereinafter referred to as the "Hospital" or the "Employer," and the Professional Employee Pharmacists of Minnesota, a Division of SEIU Healthcare Minnesota hereinafter referred to as the "Union" or "SEIU," as follows:

### **ARTICLE 1: RECOGNITION**

The Hospital recognizes the Union as the exclusive bargaining representative for all Registered Pharmacists (regardless of educational degree), hereinafter referred to as "pharmacist(s)" or "employee(s)," excluding supervisors, interns, pharmacists working less than twenty (20) hours per pay period unless hired on or after November 1, 2000, and all other employees. All Pharmacists hired on or after November 1, 2000, regardless of hours worked, shall be included in the bargaining unit but will not be required to pay union dues unless they work 20 hours or more per pay period.

If the Hospital or Union determines that a pharmacist, who has been treated as part of the bargaining unit, is performing duties that make the pharmacist a supervisor under the National Labor Relations Act, the party making this determination must notify the other party in writing. Upon written notification, the parties will meet to discuss the proper bargaining unit/supervisory status of the pharmacist. A resolution of the pharmacist's status could include either removing the supervisory duties for the pharmacist or excluding the pharmacist from the unit.

### **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 **Wage Scale:** The minimum hourly rates of pay for the classifications covered by this Agreement shall be as follows:

<u>Length of Service</u>	Effective 1/1/2011	Effective 1/1/2012	Effective 1/1/2013
<b>Start</b>	\$52.80	\$53.33	\$53.86
<b>1 year</b>	\$53.78	\$54.32	\$54.86
<b>3 years</b>	\$54.74	\$55.29	\$55.84
<b>5 year</b>	\$55.73	\$56.29	\$56.85
<b>8 years</b>	\$57.03	\$57.61	\$58.18
<b>10 years</b>	\$59.59	\$60.19	\$60.79
<b>Per Diem</b>	\$60.27	\$60.87	\$61.48

Employees will advance one year on the wage scale as of their date of hire.

**Experience Credit:** For purposes of initial placement on the wage scale, a pharmacist will receive credit on a year-for-year basis for each year of work (0.5 FTE or above) as a pharmacist in the United States in a hospital, retail pharmacy, or residency program, provided that there was no break in the pharmacist's practice between the prior experience and employment in the bargaining unit. If there is a break in practice, credit will only be granted from the date the break ends to the time the employee joins the Hospital. At the Hospital's discretion, a pharmacist may also receive experience credit for prior experience outside a hospital, retail pharmacy, or residency program, other alternative site programs, experience prior to a break in practice, and experience where the employee worked less than 0.5 FTE.

3.2 **Longevity Bonus:**

- A. An annual longevity bonus will be paid to benefit eligible pharmacists who have reached 15 or more years of longevity credit based on the following criteria:
  - (1) Hired before January 1, 2003: the longevity credit equals experience credit granted at date of hire, plus years worked since date of hire in current bargaining unit pharmacist position.
  - (2) Hired on or after January 1, 2003: the longevity credit equals continuous years of service at Allina as a bargaining unit pharmacist. Experience credit is not applicable to longevity credit in this scenario.
  - (3) Non-benefit eligible pharmacists: years of service will be credited towards eligibility for the longevity bonus in the event the employee later becomes benefit eligible.

B. Methodology and timing of longevity bonus:

- (1) 15 – 19 years of longevity credit  
Bonus equals:  $[FTE^* \times 2080] \times .75\% \times \text{hourly rate of pay}$
- (2) 20 – 24 years of longevity credit  
Bonus equals:  $[FTE^* \times 2080] \times 1.5\% \times \text{hourly rate of pay}$
- (3) 25 plus years of longevity credit  
Bonus equals:  $[FTE^* \times 2080] \times 2.0\% \times \text{hourly rate of pay}$

\* FTE appointment at anniversary date

- (2) The annual longevity bonus will be calculated on the employee's anniversary date. The longevity bonus will be included in the employee's paycheck for the first full pay period of the calendar quarter following the employee's anniversary date.

**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 [fourteen (14) consecutive days]. The normal workday will be eight (8) hours. An employee will be paid at a rate of one and one-half (1 1/2) times her/his regular rate of pay for hours worked in excess of eighty (80) hours during the said two (2) week period, or in excess of eight (8) hours in any workday. An employee will be paid at two (2) times her/his regular rate for hours worked in excess of twelve (12) consecutive hours in any shift. Overtime payments shall not be duplicated for hours worked in excess of eight (8) in a regular workday and in excess of eighty (80) in a two-week work period or in excess of twelve (12) consecutive hours. Paid sick leave, holidays, and vacation hours shall be considered as hours of work for overtime purposes.
- 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 shall be first offered to regularly scheduled part-time Pharmacists based on seniority, before any outside agency is used.

Additional hours shall be offered to the most senior Pharmacists on duty at the time the hours are needed, after the Hospital has exercised its option to offer the hours to part-time or casual employees. The senior Pharmacists shall have the right to refuse such additional hours. In that instance, they shall be offered by seniority and in the event no one wants them, the hours shall be assigned to the least senior qualified Pharmacist on

duty. However, no one shall be required to work more than two (2) consecutive shifts not to exceed 19 hours without mutual consent except in emergency situations.

- 4.5 Schedules shall be posted at least 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 and mutual consent to the Pharmacists affected. Changes to work assignments or work locations may be made without mutual consent so long as no work hours are changed.
- 4.6 In the establishment of new work week schedules (including fewer weekends, fewer holiday shifts, opportunities for straight shifts, or changes in shift times of greater than 2 hours) the Hospitals shall give preference to qualified employees in accordance with seniority.
- 4.7. **Changing Time:** Each pharmacist who is required to change clothing on premises into hospital owned apparel has seven (7) minutes or other mutually agreed upon time with pay after the start of the shift to change and report to his or her work area and may leave his or her work area seven (7) minutes or other mutually agreed upon time with pay before the shift ends to change out of hospital owned apparel.
- 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 4.7 shall be subject to the following conditions:
- A. Alternative Weekend Schedules developed under this program shall be within a forty-eight (48) consecutive hours period between 7:00 p.m. on Friday and 7:00 a.m. on the following Monday.
  - B. 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.
  - C. 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.
  - D. 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.

- E. An employee electing an Alternative Weekend Schedule may be scheduled to work on each holiday falling on a weekend.
- F. Holiday pay shall be based on the number of hours regularly scheduled under the Alternative Weekend Program.
- G. Article 6 (Shift Differential, Weekend Bonus, and Lead Pay) relating to shift differentials, weekend bonus, and weekend premiums 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.
- H. The basic work week for employees on the Alternative Weekend Program shall be forty (40) hours per week. An employee shall be paid at rate of one and one-half (1 1/2) times his/her base regular rate for all hours worked in excess of forty (40) hours per week. An employee working in excess of her/his scheduled work day shall be paid at a rate of one and one-half (1 1/2) times his/her regular base rate for all hours worked in excess of his/her scheduled shift, except that hours in excess of twelve (12) consecutive hours in a work day shall be paid at the rate of double time.
- I. 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.
- J. 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 was discontinued.
- K. 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. on Friday and 7:00 a.m. on the following 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.

4.9 **7-On/7-Off Schedules:**

- A. The work schedule will consist of seven (7) consecutive shifts of work and seven (7) consecutive shifts when the employee will not be scheduled.
- B. Each shift will be ten (10) hours in length.
- C. The employee will work a total of seventy (70) hours in a two week pay period and will receive pay for eighty (80) hours (i.e., sixty (60) hours at straight time, ten (10) hours at time and one-half plus five (5) additional hours (WWP)).
  - (1) In one of the payroll weeks of the employee's schedule, he/she will work fifty (50) hours. Anything in excess of forty (40) hours will be paid at the overtime rate of one and one-half the employee's hourly rate.
  - (2) In the other payroll week of the employee's schedule, he/she will work twenty (20) hours. If the department manager requests the employee to work any additional hours beyond the twenty (20) hours in the work week, the employee will be paid at the overtime rate of one and one-half the employee's hourly rate. (Assuming the employee worked his/her full schedule the previous week.)
  - (3) If the employee voluntarily trades with another employee for additional hours during the twenty (20) hour week, he/she will be paid at his/her regular hourly rate. (Trading shifts is okay if it does not result in overtime.)
  - (4) If the employee's hours exceed forty (40) in either week, he/she will be eligible for overtime. Overtime will also be paid if the employee exceeds ten (10) hours of work in one day. Double time will be paid for hours exceeding twelve (12) in one day.
- D. Because of the favorable compensation benefit, vacation will not be earned or accrued once the employee is on this schedule. Vacation time that is accrued and unused at the time a pharmacist begins the 7-on and 7-off schedule will be frozen. While on this schedule, a pharmacist may only use frozen vacation time during approved unpaid leaves of absence. The unpaid leaves of absence for which frozen vacation time may be used does not include the seven uncompensated days off provided for in this Section. The pharmacist must request to use frozen vacation time during the leave of absence with the request for the leave. If a pharmacist discontinues the 7/70 schedule for any reason (e.g., moving to an 8/80 position or separating employment), the frozen vacation time will be unfrozen.
- E. Eligible pharmacists upon reaching the five year step and above, will receive an annual bonus calculated at (FTE) x (rate of pay) x (40 hours). It shall be paid upon the request of the pharmacist. To be eligible for this benefit, pharmacists must be scheduled to work 7-on and 7-off and must be employed at Allina Hospitals and Clinics as a pharmacist for a minimum of 5 years.

- F. An eligible pharmacist upon reaching the 10 year step, will receive an annual bonus calculated at (FTE) x (rate of pay) x (80 hours) paid upon request. To be eligible for this benefit pharmacist must be scheduled to work 7-on and 7-off and must be employed at Allina Hospitals and Clinics as a pharmacist for a minimum of 10 years.
- G. Time off will have to have the approval of the department management. Up to seven (7) days of uncompensated time off per calendar year will be granted at a mutually agreed upon time between department management and the Pharmacist. The employee will not be asked to find his/her own replacement for these hours if a request is submitted for this unpaid leave of absence in accordance with the department's guidelines for requesting vacation and Section 8.5 of this Agreement.

A pharmacist may request days off in addition to the seven days described in the preceding paragraph. However, there is no guarantee that the request will be granted by the Hospital. Additionally, if an 8/80 employee requests the same time for vacation, the 8/80 employee will have preference.

- H. Pharmacists working this schedule will be required to work all holidays that will fall during their 7-on shifts.
  - (1) If an employee works a ten (10) hour shift on a holiday, he/she will be paid ten (10) hours regular pay plus ten (10) hours of holiday pay. Any hours exceeding the ten (10) scheduled hours will be paid at the appropriate overtime rate.
  - (2) An employee who does not work the holiday will have ten (10) hours of holiday pay added to his/her pay.
  - (3) During the thirty-two (32) hour Christmas and Thanksgiving holiday period, the Pharmacist will be paid at the rate of one and one-half (1 1/2) his/her base rate for all hours worked and will receive ten (10) hours of holiday pay for one (1) shift during the thirty-two (32) hour holiday period.
- I. Sick leave will be accrued at a rate of eight (8) hours for every 173.33 hours paid. If the employee is ill and misses a full ten (10) hour shift, he/she will be entitled to ten (10) hours of sick leave if he/she has accrued ten (10) hours.
- J. For each pay period that a full-time Pharmacist is on a medical leave of absence (MLOA), he/she will receive eighty (80) hours of pay when using seventy (70) hours of accrued sick leave.
- K. Long-term disability insurance will be offered as per the terms of the Agreement for full-time Pharmacists.
- L. Funeral leave will be granted and paid as per the Agreement.
- M. Seniority will be based on the hours for which the employee is actually compensated, including sick leave. This means the employee will receive eighty

- (80) hours of seniority even though he/she is only working seventy (70) hours (assuming the employee works his/her full schedule during the pay period).
- N. The employee will be classified as a regular full-time employee.
- O. In the event the Hospital desires to revoke this agreement and revert back to Article 4.1 of the Agreement, a minimum of ninety (90) days will be given to the Pharmacist to revert to an 8/80 position with scheduling per seniority.
- P. The Pharmacist will be given a copy of this work agreement for his/her files once the proper signatures are secured.
- Q. For employees hired before January 1, 2001, the Pharmacist may elect to revoke the agreement one time. In the event the Pharmacist desires to revoke this agreement or no longer work this shift, the Pharmacist will notify the manager in writing. The Pharmacist will be given the first available open position which the pharmacist is qualified for and has seniority. Management may delay the transfer of the Pharmacist to an open position for up to ninety (90) days once an open position is available to allow time to fill the 7/70 position. If no position opens in one year and the Pharmacist has been in the 7/70 agreement for a minimum of five (5) years, the Pharmacist will go to an 8/80 position one year after written notice has been given. The Labor Management Committee (or a designated sub-committee) will address this situation per Article 5 (Labor Management Committee) of the Agreement, regarding developing desirable positions as part of a master schedule based on seniority.

4.10 **Per Diem:** Pharmacists regularly scheduled less than 32 hours per pay period will be paid at the Per Diem rate indicated in Article 3 (Wages).

- A. Per Diem employees are not eligible for benefits or weekend bonuses. These employees are eligible for shift differentials, weekend premiums, holiday premium and overtime. Overtime will be defined using the 8 and 80 rule.
- B. Per Diem employees are required to work a minimum of two shifts per calendar month. If the minimum shift requirement is not met, then the per diem pharmacist will meet with management for further assessment prior to working additional shifts.

#### **ARTICLE 5: LABOR MANAGEMENT COMMITTEE**

- 5.1 A Labor Management Committee (“LMC”) shall be established consisting of equal representatives of labor and management to discuss matters affecting the parties other than formal grievances that may arise from time to time.
- 5.2 The LMC may establish a sub-committee to review and discuss various scheduling issues.
- 5.3 The LMC will meet monthly, unless cancelled by mutual consent; provided, however, the LMC will meet at least one time per calendar quarter.

## ARTICLE 6: SHIFT DIFFERENTIAL, WEEKEND BONUS, AND LEAD PAY

- 6.1 **Shift Differential:** A shift differential of two dollars and forty cents (\$2.40) per hour shall be paid for evening shifts. This shift differential shall be paid for the full shifts where the majority of the hours worked are between 3:00 p.m. and 11:00 p.m. A shift differential of four dollars and fifty cents (\$4.50) per hour shall be paid for night shifts. This differential shall be paid for full shifts when a majority of the hours are worked between 11:00 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 fifty dollars (\$50.00) if the Pharmacist works four (4) hours or more. If the Pharmacist works less than four (4) hours, he/she shall receive twenty-five dollars (\$25.00). The provisions of this Section shall apply to all shifts worked between 3:00 p.m. on Friday and 7:00 a.m. on the following 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:** All Pharmacists will receive one dollar and seventy-five cents (\$1.75) per hour as a weekend premium. This premium shall be paid for all hours where a majority of the hours are worked between 3:00 p.m. on Friday and 7:00 a.m. on the following Monday.
- 6.4 **Lead Pay:** Pharmacists working in a lead role shall receive an additional two dollars and no cents per hour (\$2.00).

## ARTICLE 7: ON-CALL

If an employee volunteers for an on-call shift, the employee shall be paid three dollars (\$3.00) for each hour of the on-call shift, regardless of whether the employee is actually called to duty during the shift.

## ARTICLE 8: VACATION

- 8.1 All full-time and eligible part-time employees under Article 20 shall earn vacation according to the following schedule:

Years of Service	Accrual Rate/Hour	Maximum Annual Accrual
Start thru 1 Year	.039	80 hours
2 thru 4 Years	.058	120 hours
5 thru 15 Years	.077	160 hours
16 Years	.081	168 hours

17 Years	.085	176 hours
18 Years	.089	184 hours
19 Years	.093	192 hours
20 Years and Greater	.097	200 hours

All vacation hours carried over from one year to the next under the provisions of this section will be available solely for vacation use and will not be subject to payout except upon termination.

Pharmacists are eligible for vacation as soon as hours have been accrued. Eligibility for vacation accrual rate changes will be determined as of the anniversary date of employment. Continuous service periods will be measured from the last date of entrance into the service of the Hospital.

## 8.2 Vacation Cash Out:

One time per calendar year, a pharmacist may request a cash out of up to 40 hours of the following year's vacation accrual. Cash out requests must be submitted and received by the Allina Human Resource Service Center by December 31 of each year for a pay out in the following year. The elected date of the pay out must be indicated on the pay out request form and this date must fall between April 1 and December 1 of the pay out year. Additionally, at the time of the pay out, the pharmacist must have accrued sufficient vacation hours to cover the cash out.

The following payment options are available:

- A. **Lump Sum Cash Payment:** An Employee may elect to receive all or a portion of the Vacation Cash Option in a single lump sum cash payment. An Employee must designate the number of hours to be distributed in this form at the time the Vacation Cash Option is elected. Such payment shall be paid as of the first payroll period on or after April 1 of the payment year. If an Employee fails to elect a payment option, the Employee will be deemed to have elected the Lump Sum Cash Payment option.
- B. **Contribution to the Allina Pre-Tax Premium Payment Program:** An Employee may elect to contribute all or a portion of the Vacation Cash Option to the Premium Payment Program in order to offset employee's portion of the cost of Allina sponsored group medical coverage elected by the Employee. An Employee must designate the number of hours to be contributed to the Pre-Tax Premium Payment Program at the time the Vacation Cash Option is elected. Such contribution will then be distributed on a pro rata basis each payroll period to the extent such amount does not exceed the vacation accrued during the pay period. In the event insufficient vacation has accrued during the pay period, a Vacation Cash Option distribution will not be made and will be paid in a subsequent pay period in which sufficient vacation has accrued. This payment option will be administered in compliance with the provisions of Section 125 of the Internal Revenue Code and all applicable regulations.

- C. Contribution to the Allina Flexible Benefit Program: An Employee may elect to have all or a portion of the Vacation Cash Option contributed to the Flexible Benefit Program. Such amount may be used to fund the amount the Employee elects to contribute to the Health Care Reimbursement Account and/or the Dependent Care Reimbursement Account. This payment option is a funding mechanism only. The Employee must also participate in the Flexible Benefit Program pursuant to the enrollment requirements applicable to that Program. Electing this payment option does not increase, decrease or replace the Employee's elections under the Flexible Benefit Program.

An Employee must designate the number of hours to be contributed to the Account(s) under the Flexible Benefit Program at the time the Vacation Cash Option is elected. If an Employee elects to fund the Flexible Benefit Program with all or a portion of the Vacation Cash Option, such amount will be deposited in the Account(s) designated by the Employee as soon as administratively feasible following April 1. An employee's remaining future contributions will be adjusted to account for this contribution. If the Vacation Cash Option distribution amount designated under this payment option exceeds the amount elected under the Flexible Benefit Program, such excess shall be paid in a single lump sum cash payment to the Employee. This option will be administered in compliance with the provisions of Section 125 of the Internal Revenue Code and all applicable regulations.

- D. Contribution to the Allina 403(b) Savings Plan: An Employee may elect to contribute all or a portion of the Vacation Cash Option to the 403(b) Savings Plan. An Employee must designate the number of hours to be contributed to the Savings Plan at the time the Vacation Cash Option is elected. If an Employee elects to contribute any portion of the Vacation Cash Option, such amount will be deposited as soon as administratively feasible following April 1 to the extent such amount is not an excess contribution (in which case such excess amount will be paid in a single lump sum cash payment to the Employee). This payment option will be administered in compliance with the provisions of Section 403(b) of the Internal Revenue Code and all applicable regulations.

- 8.3 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.
- 8.4 The maximum amount of accrued and unused vacation a pharmacist may carry at any time is 480 hours. When the pharmacist reaches the maximum amount of accrual, the pharmacist will not further accrue vacation hours until the balance falls below the maximum. Although vacation hours will not be lost once they are accrued, vacation will need to be used in order for additional vacation hours to be accrued. A pharmacist will not receive retroactive credit for time worked while his or her vacation balance is at the maximum accrual limit.
- 8.5 If an employee becomes ill or disabled during vacation, she/he shall be paid sick pay, instead of vacation pay, upon certification by a competent physician or licensed health

care provider affiliated with an HMO. The unused vacation hours will be available to the pharmacist in accordance the provisions of this Article.

- 8.6 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. Vacation requests submitted after the dates specified will be awarded on a first come basis.

Cancellations of approved vacation requests must be submitted at least six weeks prior to the start of a schedule (four weeks prior to the posting of the schedule) in order to allow other employees the opportunity to take vacation time. If a cancellation is not submitted with the six week notice, the employee is obligated to take the granted time off. Approved vacations may not be traded with other employees.

If an employee cancels approved vacation time at least four weeks prior to the posting of the schedule in which vacation would occur, employees who previously bid on the time during the bid window will get preference to take the time off.

- 8.7 Vacation is accrued each payroll period. Total accrued vacation earned during the payroll period and total accrued and unused vacation at the end of the payroll period are both computed and reported to the Pharmacist.

#### **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, and two (2) personal floating holidays to be taken at a time mutually agreed upon between each individual employee and the Hospital. Employees shall be eligible for one personal floating holiday after 90 days of continuous employment and employees shall be eligible for two floating holidays after one year of continuous employment. An employee who does not work on any such holidays shall receive eight (8) hours' pay at his/her regular straight time rate. Any employee working on any of such holidays shall be paid, in addition to her/his regular straight time rate of pay for the hours worked, eight (8) hours of straight time pay as holiday pay 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 four (4) week period before or a four (4) week period after the holiday. An 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 Article, 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. Thanksgiving Day shall be deemed to extend over a thirty-two (32) hour period from the start of the relief shift beginning the day before Thanksgiving through the end of the relief shift which began on Thanksgiving

Day. 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 the day before Thanksgiving Day, respectively.

A Pharmacist shall be paid at the rate of one and one-half (1 1/2) times his/her base rate of pay for all hours worked on Christmas Day and/or Thanksgiving Day and shall receive eight (8) hours of holiday pay or compensatory straight time off for one (1) shift during the thirty-two (32) hour Christmas period and/or the thirty-two (32) hour Thanksgiving period. The compensatory time off shall be granted within 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 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.
- 11.4 All benefit eligible employees (regularly scheduled to work .4 FTE and above) will be eligible for the Sick Time Reduction Incentive Plan. Per Diem Pharmacists are not eligible for this plan.

For Pharmacists who work eight hour shifts:

- A. Pharmacists whose compensated hours are equal to .8 FTE or above and who use 24 hours or less of sick time in a payroll year will receive a payment equal to 1% of annual wages (excluding sick time hours).
- B. Pharmacists whose compensated hours are equal to .4 to .79 FTE and who use 16 hours or less of sick time in a payroll year will receive a payment equal to 1% of annual wages (excluding sick time hours).

For Pharmacists who work ten hour shifts or have seven-on/seven-off schedules:

- A. Pharmacists whose compensated hours are equal to .8 FTE or above and who use 30 hours or less of sick time in a payroll year will receive a payment equal to 1% of annual wages (excluding sick time hours).
- B. Pharmacists whose compensated hours are equal to .4 to .79 FTE and who use 20 hours or less of sick time in a payroll year will receive a payment equal to 1% of annual wages (excluding sick time hours).

The payment is considered taxable income and will be paid out on an annual basis after the payroll year has been reviewed. This payment will be paid out to the employee who qualifies for the incentive plan by March 1 of the following year.

For purposes of this Section 11.4, the payroll year shall begin on the first day of the payroll period covering time for the first paycheck issued in a calendar year and shall end on the last day of the payroll period covering time for the last paycheck issued in that calendar year.

- 11.5 Pharmacists who have accrued the maximum sick leave of seven hundred and twenty (720) hours will have any additional sick leave hours earned converted to vacation at a ratio of twenty four (24) hours of sick time to eight (8) hours of vacation time. An automatic conversion will occur when 24 hours of sick leave has been earned above the seven hundred and twenty (720) hour maximum. Those twenty-four (24) hours will convert to eight hours of vacation, which will be added to the employee's vacation balance.

Pharmacists who are employed on seven-on/seven-off schedule who have accrued the maximum sick leave of seven hundred and twenty (720) hours will have any additional sick leave hours earned converted to pay at a ratio of twenty four (24) hours of sick time to eight (8) hours of pay. These eight (8) hours of pay will be taxed at a supplemental rate. An automatic conversion will occur when 24 hours of sick leave has been earned above the seven hundred and twenty (720) hour maximum. Those twenty-four (24) hours will convert to eight hours of pay which will be taxed at a supplemental rate.

In each of the above paragraphs in this Section 11.5, the following is applicable:

- A. At the time of conversion the employee's sick leave balance will be brought back down by 24 hours, and
- B. The employee will at no time have more than 720 hours available for sick time use.

## **ARTICLE 12: CORRECTIVE ACTION**

- 12.1 **Just Cause:** The Employer shall not initiate corrective action, discharge, or suspend an employee without just cause. Employees who are under the influence of drugs and/or alcohol, bring drugs or alcohol on the premises, are dishonest or violate rules directly affecting patient comfort or safety shall be considered grounds for discharge.

- 12.2 **Notice of Corrective Action and Discharge:** A copy of any corrective action shall be given to the employee with a copy provided to the Union. Employees shall be notified of their right to have a Union steward present during a corrective action meeting. Requests for Union representation shall be granted promptly so as not to delay corrective action or investigation. When an employee declines Union representation, a Steward Waiver Notice must be provided to the employee and the employee will be encouraged to sign it. If employee refuses to sign, such refusal will be noted on the form by the manager. A copy of the form will be provided to the Union.
- 12.3 **Suspension Time Limits:** Corrective Action suspensions shall not exceed fourteen (14) working days.
- 12.4 **Corrective Action for Absenteeism:** In the event an employee's attendance becomes a concern, the employee and the manager will meet together to discuss the circumstances surrounding the employee's attendance prior to the start of the corrective action process, and after such discussion(s), they will develop an ongoing plan for improvement. Corrective Action for attendance issues will be tracked separately from other corrective action.
- 12.5 **Removing Written Corrective Actions from File:** Written notice of corrective action will be removed from an employee's personnel file, upon the employee's request, in accordance with the Corrective Action Policy in effect for SEIU bargaining unit employees.
- 12.6 **Time Limits on Initiating Corrective Action:** Corrective action shall not be taken on an incident more than twenty (20) calendar days after it is discovered by or reported to management.

### **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.
- 13.3 The Hospital may extend the probationary period one time by up to 60 days. The pharmacist and the Union business representative will be notified by letter of the extension in probationary period.

### **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.

(For purposes of this Section, the period of disability for childbirth will be six weeks for a vaginal delivery and eight weeks for a Cesarean section.)

- 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 shall be returned to work as a Pharmacist.

- 14.2 **Critical Illness or Death in the Immediate Family/Domestic Partner:** 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)/domestic partners for a period of up to ninety (90) calendar days. The Hospital will not permanently fill the employee's position during the period of the leave of absence.

- 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 (spouse, children, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, and domestic partners and such others as may be agreed upon between the employee and the Hospital) for the purpose of making arrangements, attending the funeral, or mourning if attending the funeral is prohibitive. Such leave shall be the day of the funeral, the day prior thereto and the day after, unless different days are agreed upon between the employee and the Hospital. But, employees may choose to keep one (1) day for a later date.

In addition, employees shall be granted one (1) day off in case of death of an aunt, uncle, niece, or nephew. It will be the choice of the employee to take vacation for the date or to take the time off without pay.

Unpaid time off as a personal leave of absence may be requested by the employee if needed in addition to bereavement leave.

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

- 14.5 **Jury Duty:** When an employee receives notice of jury duty, he/she shall notify his/her supervisor at once. He/she will be given leave for such jury duty and will be made whole for loss of pay during that period. He/she will report for work whenever his/her jury duty does not conflict; provided, however he/she will not be required to work later than 7:00 p.m. on any day he/she was requested to report for jury duty. Any reasonable rearrangement of work hours including re-shifting of other employees for that purpose, will be made. In making the employee whole, his/her wages will be computed as if he/she had worked on the first (1st) shift at straight time and be paid in full, therefore, minus the amount evidenced by his/her jury check. Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty of

substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

14.6 **Military Leave:** The Employer complies with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and all other state and federal laws pertaining to military leave. Employees must notify their manager upon receiving military orders and must provide copies of the written orders as soon as they are available for any leave that is expected to be greater than thirty (30) days. Employees should contact the Allina Human Resource Service Center for LOA materials and follow LOA process guidelines. Employees are not required to use their PTO for their leave.

14.7 **Time Off for Voting:** Employees are encouraged to vote during non-work hours, but if that is not possible, employees will be allowed to take time off with pay in order to vote in a qualifying election. However, employees are still required to notify their manager in advance. Employees will not be required to use PTO for the absence.

A “qualifying election” means a regularly scheduled state primary or general election, an election for U.S. senator or representative, an election for state senator or representative, or a presidential primary.

14.8 **School Conference and Activities Leave:** Minnesota law allows an employee to take unpaid leave totaling up to 16 hours during any 12-month period to attend school conferences or school-related activities related to the employee’s child, provided the conferences or school-related activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the employer.

14.9 **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.

14.10 **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 **General Provisions:**

Any claim of an employee arising out of the interpretation, application, or adherence to the terms or provisions of this Agreement or arising out of disciplinary and discharge actions taken by the Employer shall be subject to the Grievance and Arbitration Procedure.

On a case by case basis, the time limits outlined in this Article may be extended by written mutual agreement of the parties as entered into between a Union Steward or Union Representative and a Director of Human Resources or Allina's Director of Labor Relations.

Any decision to be made by the Employer that is not actually issued within the time limits set forth in this Article for Steps One or Two (Section 16.2.B or 16.2.C) will be deemed to have been issued as a denial of the grievance effective on the deadline date and will be subject to appeal accordingly.

Only the Union or the Employer shall have the right to take a grievance to arbitration.

## **16.2 Grievance and Arbitration Procedure:**

### **A. Pre-Grievance**

The employee and/or Union Steward will discuss the alleged grievance with the employee's manager in an attempt to resolve the issue. The parties will jointly agree to a time frame for a response. This pre-grievance process will not extend the time limits for filing a grievance unless otherwise agreed pursuant to this Article.

### **B. Step 1 – Written Grievance**

If the grievance is not resolved at Pre-Grievance, it must be submitted by a Union Steward or Union Representative, in writing, to Human Resources, with a copy provided by Human Resources to Allina Labor Relations. A written grievance shall include the Article and Section of the contract allegedly violated, the desired remedy or correction, and be signed and dated by a Union Steward and/or Union Representative.

In no case shall there be any consideration given to a grievance unless such notice is put in writing and submitted within twenty (20) calendar days after the date of the occurrence giving rise to the grievance. A grievance relating to pay (wages, hours, vacations and days off, etc.) must be submitted in writing within thirty (30) calendar days after the payday for the period during which the grievance occurred. Failure to give such notice shall be a permanent waiver of the rights to pursue such grievance.

Within ten (10) calendar days from receipt of the grievance, representatives from the Employer and the Union and the grievant(s) will meet and attempt to resolve the grievance. Within five (5) business days (excluding weekends and holidays) after the date of the meeting, the Employer will issue a decision on the grievance to the Union Steward and or Union Representative and the grievant attending the meeting. A copy will be provided by Human Resources to Allina Labor Relations.

### **C. Step 2 – Appeal Hearing**

If the grievance is not resolved at Step 1, it must be submitted for an appeal hearing, in writing, to Allina Labor Relations, by the Union Representative and/or the Union Steward. The appeal must be submitted to the Director, Allina Labor Relations, within twenty (20) calendar days after receipt of the Step One decision. Within five business days from receipt of the appeal, representatives from the Employer and Union will agree to a date to meet to resolve the grievance. Within ten (10) business days after the date of the meeting, the Employer will issue a decision in writing on the grievance to the Union Representative and/or Union Steward attending the meeting.

### **16.3 Arbitration and Mediation Procedure:**

In the event the grievance is not resolved, either the Union or the Employer shall have the right to appeal the grievance to Arbitration. All disputes referred to the Board shall be filed with the Director of Allina Labor Relations within thirty (30) calendar days after receipt of the Employer's written decision.

The time limits in this Section 16.3 may be extended by mutual agreement to enlist the services of the Federal Mediation and Conciliation Services' (FMCS). Any settlement reached as a result of the FMCS process is not final and binding unless mutually agreed to by the parties.

The selection of the Arbitrator shall be made through a request to the Director of Federal Mediation and Conciliation Service for a panel of seven (7) neutral arbitrators. This list will be limited to Arbitrators with their primary office in Minnesota or Western Wisconsin. The parties shall select the Arbitrator by alternately deleting one name until six (6) names have been eliminated and the one person whose name remains shall be the elected Arbitrator; the parties shall flip a coin to determine who strikes first.

By mutual agreement of the parties, the following alternative process for arbitration may be used:

The matter shall be referred to a Board of Arbitration. This committee will consist of one (1) member selected by the Employer and one (1) member selected by the Union. In the event this arbitration committee cannot agree to a resolution of such dispute or grievance within five (5) working days after their first meeting the two (2) arbitrators shall select a third member, who shall serve as impartial chairperson. If said arbitrators are unable to agree upon the selection of an impartial chairperson within three (3) working days, then either arbitrator may request the Director of Federal Mediation and Conciliation Service to appoint a panel of seven (7) neutral arbitrators. The arbitrators shall alternately delete names and the last name shall be the impartial chairperson.

The decision or award by the Arbitrators or a majority of them shall be final and binding.

Neither the Arbitrator nor the Board of Arbitration shall have authority to add, subtract or modify the terms and provisions of this agreement. The Arbitrator and the Board of

Arbitration shall be confined to the issues raised in the written grievance and it shall have no power to decide any other issues.

The decision or award by the Arbitrator or the Board of Arbitration shall be in writing and shall be final and binding. The expenses of the Arbitrator or the Board of Arbitration shall be shared by the Employer and the Union equally.

#### 16.4 **Deliberate Violations:**

In the event that the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, seniority rights, job classifications or titles, overtime differentials and vacations, any back pay owed to the employees because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight-time rate or overtime rates. The Arbitrator or the Board of Arbitration shall calculate any cost violations and render the double penalty decision when it is definitely and conclusively shown that the violation was deliberate. Reasonable evidence of clerical errors or honest mistakes in interpretation shall exempt the Employer from the double penalty provisions. In such case the Employer will be required to pay only the actual amount of back pay involved. This paragraph shall be subject to the above provisions of this Article.

### **ARTICLE 17: INSURANCE**

- 17.1 **Health Insurance:** Full time and part-time employees scheduled to work 32 hours or more per pay period may elect coverage under the hospital's health insurance plans. The Hospital shall make the following contributions toward each health insurance plan. Under the Allina First plan the employer shall pay 100% of the cost of single coverage, 100% of the cost of single plus child(ren) coverage, 100% of the cost of single plus spouse coverage, and 90% of the cost of family coverage. Under the Standard plan the employer shall pay 100% of the single coverage, 90% of the single plus child(ren) coverage, 90% of the single plus spouse coverage, and 85% of the family coverage.

Note: The names of the plans may be changed by Allina.

- 17.2 **Dental Insurance:** The Hospital will provide and pay the full cost of a group dental insurance program for full-time employees and regular part-time employees who are regularly scheduled to work an average of thirty-two (32) 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 sixty-five percent (65%) of their monthly compensation up to a maximum benefit of ten thousand dollars \$10,000. Covered monthly compensation shall be the employee's regular monthly salary as set forth in Article 3 (Wages) 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.

Example: Not including any offsets, withholdings, or other deductions, if an employee's monthly compensation is \$10,000, the monthly benefit will be \$6,500. If an employee's monthly compensation is \$20,000, the monthly benefit will be \$10,000.

- 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.

- D. 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 full-time employees and part-time employees who are regularly scheduled to work at least thirty-two (32) hours per pay period in the amount of one times their yearly salary. 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.
- 18.2 **Training:** Unless as otherwise stated in this Agreement, seniority will be an integral part of decision-making along with qualifications, experience, current pharmacist practice, and business need.
- 18.3 **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.
- 18.4 **Job Openings:** The Hospital will post a notice of any pharmacist position in a manner accessible to all employees for a period of five (5) work days. The notice shall specify the number of hours and shift. The most senior Pharmacist applying for the position shall be awarded the job in preference to less senior Pharmacists 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.

18.5 **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. Employees will be allowed to take voluntary absent days in order of seniority.
- B. If the needed reduction is not accomplished by (A) above, mandatory low need days will be assigned to least senior employee on the shift (day, evening, night) where the low need is necessary, so long as qualified personnel remain to perform the needed work. If the least senior employee has had 24 hours of mandatory low need time (for employees with 8 hour shifts) or 30 hours (for employees with 10 hour shifts) during the calendar year, the low need will be assigned to the next least senior employee.

If all the employees on the shift where the low need is necessary have reached the threshold in the previous paragraph, the least senior employee on the shift will receive the low need, so long as qualified personnel remain to perform the needed work.

Casual, per diem, and temporary pharmacists (residents not included) will be low needed first, so long as qualified personnel remain to perform the needed work.

Pharmacy residents will not be used to back-fill shifts for which a regularly scheduled pharmacist has been assigned a mandatory low need day.

A pharmacist who is assigned a mandatory low need day will be given at least 90 minutes' notice before the beginning of the low need time.

Employees will have the choice to use vacation or take a benefit/no-pay day.

18.6 **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**

Part-time employees who are regularly scheduled to work at least thirty-two (32) hours per pay period and who are covered by this Agreement shall receive the following benefits:

- 20.1 **Sick Leave:** 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 Article 11 (Sick Leave), except Section 11.1, shall apply.
- 20.2 **Christmas Day and Thanksgiving Day:** 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. Thanksgiving Day shall be deemed to extend over a thirty-two (32) hour period from the start of the relief shift beginning on the day before Thanksgiving through the end of the relief shift which began on Thanksgiving Day. A part-time Pharmacist, regardless of the number of hours worked per pay period, shall be paid at a rate of one and one-half (1 1/2) times his/her regular base rate for all hours worked on Christmas Day and/or Thanksgiving Day and shall receive eight (8) hours of holiday pay or compensatory time for one (1) shift during the thirty-two (32) hour period. 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 the day before Thanksgiving Day respectively.
- 20.3 **Holidays:** Employees, regardless of the number of hours worked per pay period, who work on any holiday enumerated in Article 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.
- 20.4 **Insurance:** See Section 17.1 (Health Insurance).
- 20.5 **Vacation:** A part-time employee who has been employed continuously in the Hospital for one (1) year or more shall accrue vacation on a prorated basis based on the employee's average hours worked per two (2) week payroll period during the preceding year. All other provisions of Article 8 shall apply.
- 20.6 **Wages:** Wages shall be paid on an hourly basis as provided in Article 3 (Wages) of this Agreement. Wage increments as described in Article 3 (Wages) shall be based on the calendar year regardless of hours worked in a year.
- 20.7 **Life Insurance:** The Hospital will provide and pay the cost of group term life insurance at one times the employee's yearly based salary for employees scheduled to work at least thirty-two (32) hours per pay period.

## **ARTICLE 21: UNION SECURITY**

The Union shall be the sole representative for those employees who work in job classifications covered by this Agreement.

After completion of the introductory period of sixty (60) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two (2) choices:

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying an initiation fee and monthly dues.
2. Employees may choose not to become a Union member and pay a service fee and monthly fees (an amount not to exceed monthly Union dues.)

At the time of employment, a new employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.

It is the Employee's responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides that Employees may voluntarily elect to have Union dues and fees deducted from their checks and sent to the Union.

**Good Standing:** All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing as a condition of employment. "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union a service fee in an amount equal to the standard initiation fee paid by Employees who become Union members and a monthly service fee not to exceed the standard monthly dues paid by Union members.

Payments required by this section shall be made only after an Employee has completed sixty (60) calendar days of employment. Union Members' initiation fees and monthly dues required by Item 1 (above) shall be due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter and subsequent monthly dues shall be paid by the 10th day of each month. Non-Members' fees required by Item 2 (above) are due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter and subsequent monthly fees shall be paid by the 10th of day of each month.

Any Union member or Employee electing to pay the initiation or service fee and the monthly dues or monthly fees who is delinquent in making the payments required herein for more than thirty (30) calendar days shall be terminated by the Employer without any notice to the delinquent Employee. Termination shall occur within three (3) calendar days after receipt of written notice from the Union to the Employer of such delinquency.

The Union shall hold the Hospital harmless from any claims of an employee so terminated.

The Union will also send copies to the Hospital of the various warnings sent to the members pursuant to its present practices so that the Hospital may take steps designed to keep the employees in good standing.

**21.1 Dues/Fees Deductions:** 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 written authorization 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 the wages of employees' in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Hospital harmless from any dispute with an employee concerning deductions made.

In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such month will nevertheless be made from the first wages of adequate amount next due the employee, with the Union notifying the Employer and will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Hospital shall furnish the Union with a list of the employees for whom deductions were made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union. The Hospital will work with the Union in order to process dues and reporting of hours electronically.

21.2 **Employee Lists:** Each month, the Employer will send the Union a list with the following information:

1. New Hires: name, hire date, address, phone number, classification, rate of pay, social security number, and number of hours worked per pay period.
2. Transferred Employees: (this applies to employees transferring within the bargaining unit or transferring into or out of a bargaining unit position) name, social security number, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.
3. Terminated Employees: (from the bargaining unit) name, termination date, classification, and social security number.
4. Employees on Leave of Absence: name, date leave begins, date of return, and social security number.
5. Changes: name changes, address changes, phone number changes, changes in hours per pay period, change in classification, rate of pay, any other changes affecting union membership or dues, and social security number.
6. Hourly Reports: monthly lists of all employees in the bargaining unit with actual hours worked by pay period, along with name, social security number, and period the hours cover.
7. Seniority List: one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year – January and July.

21.3 SEIU may be moving to a percentage dues system, which is based on each member's gross pay under the Collective Bargaining Agreement. There will continue to be minimum and maximum monthly dues. In an effort to make the transition as smooth as possible, the Union is requesting the following data in addition to the member information provided above:

1. Each Pay Period: name, social security number, gross pay per pay period, and dues deduction amount.
2. Annually: name, social security number, hire date, classification, wage rate, gross collective, bargaining wages, and total annual dues deducted.

21.4 **Yearly Updates:** Upon written notice by the Union, the Employer will provide yearly wage updates for each employee in the bargaining units and any additional information reasonably requested by the Union for purposes of administering the union security provisions in this Agreement.

#### **ARTICLE 22: MAINTENANCE OF BENEFITS**

Where wages, hours and other conditions specifically covered by this Agreement are lower than those now received by an individual employee, such employee shall not have such conditions reduced by the execution of this Agreement.

#### **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 of 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 Article 16 (Grievance and Arbitration) 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 Article 16 (Grievance and Arbitration).

## **ARTICLE 26: EDUCATIONAL DEVELOPMENT**

The Hospital will provide to full-time and regularly scheduled part-time employees scheduled to work at least thirty-two (32) hours per pay period, up to two thousand dollars (\$2000.00) per contract year in tuition reimbursement. Of the two thousand dollars, up to one thousand dollars (\$1000.00) per year may be used for seminars and other continuing education (CE) opportunities. Course work and exam fees for Board certification/re-certification or Pharmacy specialties would be categorized as tuition reimbursement. Additionally, of the \$1000 available for seminars and CE opportunities, up to \$250 may be used to pay for an annual subscription for an electronic reference database and up to \$300 toward the cost of dues for up to two (2) of the following professional associations: ASHP, MSHP, APHA, MPHA, ACCP, and M CCP.

Any ACPE accredited or Board approved course work would automatically be eligible for CE reimbursement. Non-ACPE accredited course work would qualify for CE only by mutual agreement between the employee and manager and only if job related. Registration fees for seminars will be reimbursed at either the member or non-member rate. Reimbursement for travel-related expenses (air fare, lodging, etc.) may be covered only when mutually agreed to in advance between the employee and manager, and in accordance with Allina's then in force travel policy. Time off for educational opportunities will be granted as requested subject to staffing requirements. The Hospital will pay a Pharmacist his/her wages for one day per year for attendance at a seminar/conference.

## **ARTICLE 27: RIGHT TO ETHICAL OBJECTIONS REGARDING PATIENT'S CARE**

A Pharmacist may choose not to participate, on moral grounds, in certain aspects of patient care or treatment based on cultural, religious or ethical beliefs and standards. Such grounds exclude personal preference, prejudice or convenience. A Pharmacist may not refuse to participate in the care or treatment of a patient based solely on the patient's diagnosis/behavior. The Pharmacist who wishes to not take part in such an aspect of care or treatment must communicate this in writing when possible to his/her manager. Whenever possible, such refusal should be known in advance and in time for alternative arrangements to be made for patient care. In order to provide for care of the patient in an emergent situation, the needs of the patient will take precedence. The Pharmacist must make every effort to ensure that patient care is not disrupted.

## **ARTICLE 28: SEIU (COPE) LANGUAGE**

The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE, amounts per pay period from the wages of those employees who voluntarily authorized 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: HEALTH AND SAFETY

- 29.1 **Statement of Purpose:** It shall be the policy of the Hospital that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. The Hospital is committed to a culture that reduces workplace exposures causing health effects and enhances overall safety and security in the workplace. Further, the Hospital is committed to providing employees a work environment that is free from hostile, abusive and disrespectful behavior and will make reasonable effort to provide employees with safe and adequate equipment, working environment and facilities.
- 29.2 **Employee Responsibility:** It shall be the responsibility of all employees to cooperate in programs to promote safety for themselves and for the public including participation on committees and compliance with rules and behaviors to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.
- 29.3 **Right to Participate.**
- (1) **Allina Health & Safety Council:** There shall be two SEIU employee representatives selected or elected by the Union to participate on the Allina Health & Safety Council and may participate as appropriate on Allina Health & Safety Council sub-committee/hazard reduction committees.
  - (2) **Hospital Health & Safety Sub-Committee:** There shall also be a member selected or elected by the Union to participate on the Hospital Health and Safety Sub-Committee. Such sub-committee is responsible for reviewing all safety incidents and safety concerns, annual planning and evaluation. This Sub-Committee makes recommendations for corrective action and improvements.
- 29.4 **Employees' Right to Know:** When the Hospital receives and investigates a report that a dangerous, unhealthful, or potentially dangerous or unhealthful condition is present on a particular unit the Hospital shall inform all SEIU bargaining unit employees working in the unit or affected area.
- 29.5 **Infectious or Contagious Diseases:** Where infectious or contagious diseases are diagnosed or suspected, upon request of a Union Representative, the Hospital shall meet promptly with the Union to determine what steps, if any, are necessary to safeguard the health and safety of workers and patients. Any worker represented by the Local who may be at risk of exposure to an infectious agent or agents as a result of their work responsibilities shall be informed of what risk the patient poses and the measures that will be taken to protect the employee according to Hospital policy and procedure.

- 29.6 **Violence in the Workplace:** The Hospital will have a trained response team(s) which will respond to all emergency situations where violence or the threat of violence occurs. This team may be Security Officers trained to deal with violent situations. Hospital reports of these situations will be reviewed by the Health and Safety Committee. The Hospital will offer counseling or other delayed stress debriefings for any employees that are victims of assault. Any employee who is assaulted at work and is unable to continue working will be given the opportunity to be free from duty without loss of pay for the remainder of the shift.
- 29.7 **Respectful Workplace:** The Union and Hospital and are committed to providing a work environment that is free from hostile, abusive and disrespectful behavior.
- 29.8 **Health and Safety Education:** No employee shall be required or allowed to work on any unit or operate any equipment until the employee has received proper education, training, and instruction.
- 29.9 **Workers Compensation:** The Hospital shall provide the Union with copies of all First Report of Injury reports submitted by SEIU-represented employees.

29.10 **Duty to Accommodate:**

The Hospital and the Union are committed to support the return to work of employees with disabilities and to ensure that they are treated with respect and dignity at all times. For each disabled employee requesting a permanent accommodation and unable to perform essential job duties as identified and documented by the employee's and/or Employee Health Service's health care practitioner, the Hospital, Union and employee shall jointly discuss a modified role utilizing as much as possible the employee's previous job classification and skills. For temporary work assignments to accommodate a medical condition that is a non-union position, the employee will remain a union member with all rights and protections of the contract.

29.11 **Refusal to Work Under Dangerous Conditions:**

The parties agree to comply with Minnesota Statutes Section 182.654, Subd. 11, as follows:

An employee acting in good faith has the right to refuse to work under conditions which the employee reasonably believes present an imminent danger of death or serious physical harm to the employee.

A reasonable belief of imminent danger of death or serious physical harm includes but is not limited to a reasonable belief of the employee that the employee has been assigned to work in an unsafe or unhealthful manner with a hazardous substance, harmful physical agent or infectious agent.

An employer may not discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested that the employer correct the hazardous conditions but the conditions remain uncorrected.

An employee who has refused in good faith to perform assigned tasks and who has not been reassigned to other tasks by the employer shall, in addition to retaining a right to continued employment, receive pay for the tasks which would have been performed if (1) the employee requests the OSHA commissioner to inspect and determine the nature of the hazardous condition, and (2) the commissioner determines that the employee, by performing the assigned tasks, would have been placed in imminent danger of death or serious physical harm.

- 29.12 If the Hospital has already created programs under comparable provisions in other collective bargaining agreements with the Union, such programs need to be duplicated to comply with the provisions of this Agreement.

### **ARTICLE 30: UNION STEWARDS**

- 30.1 **Stewards:** The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, Union Stewards to handle such Union business, during their routine at the Hospital where they are employed, as may from time-to-time be delegated to them by the Union in connection with this collective bargaining relationship. The work may be conducted only so long as it does not interfere with the work assignment of the Steward or other employees. The name of such Union Steward shall be furnished, in writing, to the Employer, and any changes in Union Stewards shall be reported to the Employer in writing.
- 30.2 **Union Orientation:** Two working days before each new employee orientation session occurs a designated Union Steward will be sent via email the most current list of SEIU bargaining unit employees scheduled to attend new employee orientation. At the time of new employee orientation the Employer will provide the Union Stewards with the complete list of names of those employees attending that orientation. Up to two (2) Union Stewards will attend new employee orientation to speak to new SEIU-represented employees for up to one hour, the actual time slot to be determined by the orientation schedule. Additional time may be agreed upon from time to time if mutually agreed between Human Resources and the Union Stewards.
- 30.3 **Paid Union Steward Time:** In an effort to promote the joint vision of SEIU Healthcare Minnesota and Allina Hospitals & Clinics and to problem solve prior to committing a complaint to written form, Union Stewards will be provided with .2 FTE/Pay Period per 100 members. Hospitals with fewer than 100 members will be provided at .2 FTE/Pay Period. Union Stewards will receive benefit credit for all time spent in a paid Union Steward time capacity, including seniority hours in their classification, vacation accrual and pension credit.

Paid Union Steward Time will be combined with the Service and Maintenance and the LPN collective bargaining agreements at Abbott Northwestern Hospital.

- 30.4 **Union Steward Office:** Allina will provide an autonomous, furnished Union Steward office at each Hospital including the following:
- A. A desk and chair.
  - B. A computer with Allina Knowledge Network and internet access and a printer.
  - C. A work table with four (4) chairs.
  - D. A bookcase.
  - E. A phone line with voicemail.
  - F. A file cabinet.

If the Hospital has already provided a steward office under comparable provisions in other collective bargaining agreements with the Union, the Hospital need not provide another office to comply with the provisions of this Agreement.

- 30.5 **Paid Union Steward Training:** Union Stewards will be paid for up to two (2) days each per calendar year for Union sponsored training or other activities relevant to their Union Steward duties that are also related to the business of Allina.
- 30.6 **Union Steward Meetings:** The Hospitals will make every effort to release Union Stewards for monthly Union Steward meetings. All Union Stewards will notify their direct supervisors of these meetings as far in advance as possible to facilitate coverage.
- 30.7 **Union Access:** Union Representatives and Stewards shall have access at all reasonable times to bulletin boards and to other non patient, non public areas to be designated by the Hospital to discharge the duties as representatives of the Union.

Following proper Hospital procedures and table reservation guidelines, the Union may, not more than one day per month, reserve a table in public corridors for the purposes of distributing information, answering Union-related questions, and to discharge the duties as representative of the Union. Additional days may be agreed upon from time to time as mutually agreed to between the Hospital and the Union. When using a table in a public area the Union and its representatives will not cause disruption to the regular flow of business and traffic in the area. The Union will also not engage employees on work time. Nothing that is derogatory to the employer will be distributed and the Union representatives will work to ensure a respectful atmosphere surrounds the table activities.

- 30.8 **Bulletin Boards:** Bulletin boards in the Hospital shall be made available to the Union on each station/work area in a break room or other non-public area for the purpose of posting business notices only. Union officials shall clear all bulletin board notices through the human resources office before they are posted on the bulletin board. The business agent for the Union or the employee designate shall have access at all reasonable times to such bulletin boards and to such other non-patient nonpublic areas to be designated by the Hospital to discharge the employee's duties as representative of the Union.

- 30.9 **Union Negotiating Committee:** All employees shall continue to accrue benefits while serving as a member of the Union negotiating committee, including vacation time, insurance benefits, seniority, and pension credit.

### **ARTICLE 31: LEAVES OF ABSENCE FOR UNION BUSINESS**

- 31.1 Management will work with the union to provide opportunity for Pharmacists to participate in union activities by permitting unpaid leaves of absence for union business.
- 31.2 If the request for a union leave of absence is submitted prior to the normal schedule requesting period, the request will be granted so long as the Hospital does not incur overtime to fill the missed shifts. However, vacation requests will take precedence over a union leave of absence.
- 31.3 If the union leave of absence is submitted after the normal schedule requesting period the pharmacist must find his/her own replacement. The Hospital will help facilitate the pharmacist finding his/her own replacement by sending an email to solicit volunteers.
- 31.4 Final approval will only be granted after all the shifts are filled without overtime incurred by the Hospital.
- 31.5 Employees may choose to use vacation time on an unpaid union leave of absence.

### **ARTICLE 32: TERM OF AGREEMENT**

Except as otherwise provided, this Agreement shall be effective on February 24, 2011, and shall be in full force and effect through and including December 31, 2013, 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, 2013, or December 31 of successive years thereafter.

IN WITNESS WHEREOF the undersigned have caused this Agreement to become effective and duly executed by their officers and representatives.

ABBOTT NORTHWESTERN HOSPITAL

PROFESSIONAL EMPLOYEE  
PHARMACISTS OF MINNESOTA, a  
division of SEIU HEALTHCARE  
MINNESOTA

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

## APPENDIX A - Dental Plan Specifications

### Employee Only Coverage

- |      |                                       |                           |
|------|---------------------------------------|---------------------------|
| I.   | Type I Expenses                       |                           |
|      | a) Deductible                         | None                      |
|      | b) Reimbursement                      | 80%                       |
| II.  | Type II and III Expenses              |                           |
|      | a) Deductible                         | \$25.00 per calendar year |
|      | b) Type II Expenses<br>Reimbursement  | 80%                       |
|      | c) Type III Expenses<br>Reimbursement | 50%                       |
| III. | Calendar Year<br>Individual Maximum   | \$750.00                  |
| IV.  | Orthodontia                           | Excluded                  |
| V.   | Service Waiting Period                | Four (4) months           |
| VI.  | Employee Contributions                | None                      |

### General Schedule of Dental Services (Reimbursable Expenses)

- A. Type I Expenses (Diagnostic and Preventive)
- \* Oral Examinations
  - \* X-Rays
  - \* Prophylaxis (Cleaning)
  - \* Emergency treatment for pain
  - \* Fluoride treatments
  - \* Space maintainers
- B. Type II Expenses (Basic Services)
- \* Anesthesia
  - \* Restorations (Fillings other than gold)
  - \* Endodontics (Such as pulp capping and root canal therapy)
  - \* Periodontics
  - \* Maintenance and repair to dentures, fixed bridges
  - \* Extractions
- C. Type III Expenses (Major Services)
- Gold inlay, crowns, etc.
  - Prosthodontics (Removable and fixed)  
Complete dentures

**LETTER OF UNDERSTANDING**

**between**

**Abbott Northwestern Hospital and Mercy and Unity Hospitals**

**and**

**PEPOM, a division of SEIU Healthcare Minnesota**

**SUBJECT: Health Insurance Committee**

Abbott Northwestern Hospital and Mercy and Unity Hospitals and PEPOM, a division of SEIU Healthcare Minnesota agree to include the pharmacist bargaining units at the Hospitals in the “Letter of Understanding: Health Insurance” (see Exhibit 1). The inclusion will not increase the total number of participants outlined in the letter of understanding.

(The Affordable Health Plan” referenced in the LOU is now known as the Allina First Plan).

AGREED TO:

**ABBOTT NORTHWESTERN HOSPITAL**

**SEIU HEALTHCARE MINNESOTA**

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**MERCY AND UNITY HOSPITALS**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

**ALLINA LABOR RELATIONS**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

UNION PROPOSAL

April 18, 2008

TIME: 3:00

HEALTH INSURANCE:  
AFFORDABLE PLAN

Letter of Understanding: Health Insurance

The parties acknowledge that unforeseen changes in the healthcare industry may precipitate review of the "Affordable Health Plan" offered to SEIU-represented employees at Allina Hospitals and Clinics. The parties agree to establish a joint Healthcare Committee, composed of no more than 4 representatives chosen by the employer and no more than 4 representatives chosen by the union. Such Healthcare Committee will be responsible for addressing health and wellness issues, including, but not limited to, requested changes to plan design, healthcare education, opportunities for wellness initiatives, wellness program design, plan performance and legislative or regulatory issues that effect health benefits provided to employees. The Director of Benefits for Allina and Assistant to the President of the Union (or their designees) shall co-chair the Healthcare Committee.

The Healthcare Committee shall have the authority to make changes in the plan design to adjust for medical trend, to control for unexpected utilization, and or incorporate any other unforeseen changes to legislative or regulatory landscape applicable to the provision of employee benefits.

The parties agree that no changes will be made to the design of this plan for the 2009 and 2010 plan years, unless the parties mutually agree on a specific change. For the 2011 and 2012 plan years, the parties agree that the plan design will be reviewed and adjusted by the Committee in order to maintain the relative value of the plan as of January 1, 2009 or in the event that the utilization trend for the plan is 5% higher than national trend.

The Wellness Program criteria shall be consistent with the general wellness program offered by Allina unless the Healthcare Committee determines modifications are needed because the demands of the program are excessive and will precipitate a significant decline in participation. To the extent receiving a flu shot is a requirement of the Wellness Program, submission of a signed waiver form shall be accepted as fulfillment of the flu shot requirement for purposes of obtaining the Wellness Credit.

For SEIU Healthcare Minnesota

By

Liam R. Birch

Dated

April 18, 2008

For Allina Hospitals and Clinics

By

Kurt M. Miller

Dated

4-18-2008

EXHIBIT 1

**LETTER OF UNDERSTANDING**

**between**

**Abbott Northwestern Hospital and Mercy and Unity Hospitals**

**and**

**PEPOM, a division of SEIU Healthcare Minnesota**

**SUBJECT: Health Insurance**

Abbott Northwestern Hospital and Mercy and Unity Hospitals and PEPOM, a division of SEIU Healthcare Minnesota agree that if there is a fundamental change to the healthcare financing system in Minnesota or the United States (e.g., a government sponsored universal healthcare system is adopted) the contracts may be opened, without the right to strike/lockout, at the request of either party for the sole purpose of discussing health insurance coverage, with the possibility (without guarantee) of allocating any cost savings to other economic articles within the collective bargaining agreement.

AGREED TO:

**ABBOTT NORTHWESTERN HOSPITAL**

**SEIU HEALTHCARE MINNESOTA**

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**MERCY AND UNITY HOSPITALS**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

**ALLINA LABOR RELATIONS**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_