

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

ST. MARY'S MEDICAL CENTER

ST. MARY'S HOSPITAL SUPERIOR

SMDC MEDICAL CENTER

AND

**UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL #1189**

(Pharmacist Unit)

MAY 1st, 2011 - APRIL 30th, 2014

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

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #1189

(Pharmacist Unit)

THIS AGREEMENT made and entered into this 2nd day of **August, 2011**, to take effect **May 1st, 2011**, by and between St. Mary's Medical Center, St. Mary's Hospital Superior and SMDC Medical Center herein referred to as the Employer, and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #1189, herein referred to as the "Union".

**ARTICLE 1
PURPOSE**

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

**ARTICLE 2
RECOGNITION**

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

All regular full-time pharmacists and part-time pharmacists who are regularly scheduled for 16 hours or more per week, excluding the Pharmacy Director, Assistant Director, clinical coordinators and all other employees.

2.2 The Employer shall not enter into any Agreement with the employees coming under the jurisdiction of this contract either individually or collectively, which in any way conflicts with the terms and conditions of this contract.

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

Further, there shall be no discrimination based on membership or participation in the affairs of the Union. The Union agrees, however, that the Union and the employees covered by this contract will not conduct or carry on any Union activities on the Employers' premises, which will materially interfere or tend to interfere with the operation of the Employer. These principles shall be actively applied in selection, promotion, retention, discipline, or discharge and employees will be treated fairly and judged on their merits.

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

**ARTICLE 3
VACATION**

3.1 This Article applies to employees hired prior to August 2, 2011. Employees regularly scheduled to work forty (40) or more hours per pay period (0.5 FTE or greater) shall accrue vacation based on all compensated hours (excluding call hours) up to a maximum of eighty (80) hours per pay period.

Vacation will be accrued and will appear on the employees' paycheck stub each two-week payroll period beginning from the date of employment according to the following schedule:

Hours Paid	Vacation Hours/Year	Accrual/Hour
0 – 6240 (during the 1 st through 3 rd year)	80	0.03847
6241- 10,400 (during the 4 th through 5 th year)	120	0.05770
10,401 - 31,200 (during the 6 th through 15 th year)	160	0.07693

Hours Paid	Vacation Hours/Year	Accrual/Hour
31,201 - 35,360 (during the 16 th through 17 th year)	168	0.08076
35,361 - 41,600 (during the 18 th through 20 th year)	176	0.08462
41,601 + (after 20 years)	200	0.09615

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

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

3.4 Vacations will be scheduled between May 1 of one year and April 30 of the succeeding year. While every effort will be made to meet the desires of the employees, senior employees will be given preference over junior employees as to choice. Vacation schedules must conform to the requirements of the Employer and vacation must be taken as scheduled by the Employer. After the annual vacation selection process, all other requests will be taken on a first-come, first-served basis.

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

3.6 An employee, with the consent of the Employer, may break his/her vacation into two blocks of time if he/she is eligible for two (2) weeks or more of vacation. If a vacation is broken into two periods, no period should be less than one (1) calendar week.

3.7 The Employer may give credit for experience to newly hired Pharmacists for the purpose of vacation. New hires shall receive full credit for all hospital pharmacist experience and the Employer may prorate all non-hospital pharmacist experience.

Should a newly hired employee receive more vacation time than a current employee with the same experience that employee shall be brought up to the same level as the new hire.

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

**ARTICLE 4
PTO**

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

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

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

PTO accrual is based upon actual hours worked.

Payment of PTO will be made at the employees regular rate of pay.

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

ACCRUAL TABLE FOR PTO

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

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

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

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

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

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

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

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

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

4.5 **Sell Back:** Employees may “sell back” (cash out) Reserve Bank hours. A balance forty (40) hours must be left in the Reserve Bank when selling back. Such sell back of Reserve Bank hours may be done twice per year (June 1st and December 1st). Payments will be made according to the following Schedule:

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

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

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

20 years of Service	5 Days (40 Hours)
25 years of Service	5 Days (40 Hours)
30 years of Service	5 Days (40 Hours)

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

ARTICLE 5 HOLIDAYS

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

5.2 Except for the Christmas and New Years, a holiday which falls on a Saturday will be observed on the immediately preceding Friday and a holiday which falls on a Sunday will be observed on the immediately following Monday.

The Christmas and New Years holiday shall be calculated from 3:00 P.M. on the eves until 11:00 P.M. on the day of the holiday (December 25th and January 1st). A pharmacist who works during the thirty-two (32) hour Christmas holiday shall be paid at a rate of time and one-half (1½) the pharmacist's regular rate of pay for all hours worked during this period and shall receive eight (8) hours of holiday pay, or eight (8) hours of compensatory straight time off. Those employees working flexible schedules will receive holiday pay hours or the compensatory time off hours based on the number of hours regularly scheduled to work.

5.3 **This Section 5.3 applies to employees hired prior to August 2, 2011.** In addition to the holidays enumerated above, pharmacists shall earn one (1) personal holiday for each one thousand forty (1040) hours paid exclusive of overtime pay and terminal vacation hours paid.

No more than two (2) personal holidays may be accumulated at any time.

Selection of a personal holiday shall be made on a four (4) week advance notice, and consent of the Employer shall not be unreasonably withheld.

A personal holiday may be selected only Monday through Friday on the day shift.

5.4 The Employer will pay all full-time pharmacists not scheduled to work on a holiday, eight (8) hours at their regular straight time rate of pay or be based on the number of hours regularly scheduled under their flexible schedule. The Employer will pay all part-time Pharmacists (.6 or greater) not scheduled to work a holiday, prorated holiday pay.

For actual hours worked on a holiday, benefit eligible employees (0.6 FTE or above) shall be paid one and one-half (1½) times their regular rate of pay, and receive an additional day off with pay, or be paid at two and one-half (2½) times their regular rate of pay. If the employee chooses to take another day off with pay, the alternate day off will be scheduled within a four (4) week period before or after the holiday worked.

The pay rate for such compensatory day in lieu of the holiday shall be equal to the length of the shift worked on the holiday and paid at the **employees regular straight time rate**.

5.5 Absences from work or leaves of absence on an employee's scheduled work day preceding or following a holiday shall forfeit his/her holiday pay. For the purpose of this paragraph, if an employee works a holiday but is given a compensatory day in lieu of such holiday, then compensatory day off shall be considered employee's holiday.

ARTICLE 6 SICK LEAVE

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

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

6.3 Full-time and part-time pharmacists (0.5 FTE or greater), shall be provide a wellness incentive of ten (\$10.00) per day for each unused sick day accrued and not taken during the period of July 1st through June 30th. In order to be eligible for the incentive, a pharmacist must be at a benefit eligible FTE, actively employed as of June 30th, and worked a minimum of six (6) months of the wellness year.

The maximum number of days that will be eligible for the wellness incentive shall be twelve (12) days per wellness year. The wellness incentive shall be paid only to those employees on the payroll on June 30 and shall not be paid to pharmacists who terminated during the wellness year. The actual payment of the wellness incentive will take place as soon as practicable after the July 1st calculation date.

ARTICLE 7 INSURANCE PROGRAM

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

7.2 **Health Insurance Coverage.** The Employer will provide to pharmacists covered by this Agreement (full-time and part-time 0.6 FTE or greater) coverage under the SMDC Health Plan. During the term of this contract the benefits provided under this coverage shall not be diminished.

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

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

7.3 Essentia Health Non-Contract Consumer Directed Health Plan: Effective August 2, 2011, employees in this bargaining unit will be offered the opportunity to enroll in the Essentia Health Non-Contract Consumer Directed Health Plan with option of a Health Savings Account as an additional option to those provided under section 7.2 above. Essentia Health shall have the right to change this insurance program and/or select an alternate carrier during the term of this agreement.

7.4 **Life Insurance Coverage.** The Employer shall provide to full-time and part-time (.6 or greater) employees a term life insurance policy equal to one times (1x) the employees base salary (not including overtime, shift differential, on-call pay or other premium pay) up to a maximum of one hundred fifty thousand (\$150,000.00), payable to such beneficiaries as may be designated by the employee. For pharmacists older than 65 years of age, the Employer shall furnish such life insurance coverage as may be purchased with the amount of premium that the Employer would be required to pay for the pharmacist if the pharmacist was 65 years of age or younger.

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

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

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

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

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

- a) Full-time pharmacists shall be insured to receive as of June 1, 2005, sixty percent (60%) of their basic monthly pay rate up to a maximum of five thousand dollars (\$5,000.00) per month, as set forth in Article 14 Wages, Section 14.2 of this contract, excluding all other compensation and premiums. Monthly payments shall be offset by any payments received by the pharmacists under the Federal Social Security Act, under any employer sponsored pension plan, Workers' Compensation or any other offset set forth in the carrier's policy.

Part-time pharmacists shall be insured to receive fifty percent (50%) of their basic monthly pay rate up to a maximum of two thousand dollars (\$2,000) per month.

- b) Benefits shall be payable in the event of a pharmacist disability as defined in the insurance contract providing the benefits herein shall be payable to age sixty-five (65).
- c) Pharmacists shall be eligible to participate in the plan upon completion of their probationary period. The Employer will pay the total cost of the long-term disability insurance premium.
- d) Benefit payments will commence after the qualifying period of three (3) months of disability.
- e) Coverage is made available subject to the definition, exclusion, and other terms of the insurance policy.

7.7 **Eligibility.** The above designated hospital, surgical, dental and life insurance and long-term disability insurance coverage shall be furnished only to the full-time and part-time (.6 or greater) employees who are specified above to be so eligible, but only after they have completed the probationary period provided for in this contract. If any application blanks or information are required of the employees from any of the companies carrying such coverage, such application blanks or information will be furnished to the employee at the time of his/her employment.

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

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

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

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

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

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

7.13 **Pension.** The Employer will roll all eligible members (except those who were eligible to stay in the old defined benefit plan and chose to do so) to the employers defined contribution plan as of January 1, 2003.

The Employer shall make an annual contribution of not less than five percent (5%) of each eligible employees' gross wages.

ARTICLE 8 FUNERAL LEAVE

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

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

ARTICLE 9 JURY DUTY

9.1 A pharmacist shall advise the Employer when he/she receives a notice to report for jury duty. The Employer may, based upon need for service, request that the pharmacist be excused from jury duty.

The pharmacist shall cooperate in obtaining an excuse from jury service, if an excuse can be obtained. If practicable, the Employer may reschedule the pharmacist to a time not in conflict with the times he/she is directed to report for jury duty.

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

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

A pharmacist called for a jury and then excused shall call the Employer advising of this fact, and if requested to do so, shall promptly report for duty for the balance of his/her shift. This policy applies only to petit jury service and not to grand jury service.

ARTICLE 10
LEAVES of ABSENCE

10.1 A leave of absence without pay may be granted for the following reasons, and for the period of time as herein specified:

Leaves in conjunction with the provisions of the Family Medical Leave Act:

- a) For personal illness, a period of ninety (90) days after the period of accumulated sick leave has expired.
- b) For serious health condition of a dependent as defined by the Family and Medical Leave Act for up to twelve (12) weeks in accordance with the Family and Medical Leave Act.
- c) Family/Parenting Leave will be granted for the birth of the employees' child and to care for that child or the placement of a child with the employee for adoption or foster care. These leaves must be concluded no later than twelve (12) months after the date of the birth or placement for adoption (except that, in the case where the child must remain in the hospital longer than the mother, the leave may begin up to six (6) weeks after the child leaves the hospital). The length of such leave shall not exceed six (6) calendar months inclusive of any paid sick days, vacation, excluding, however, time covered by a medical leave of absence for a condition related to pregnancy.
- d) The maximum time off for leaves described above, in a twelve (12) month period, is the greater of the amount allowed under a specific leave or twelve (12) weeks when combined.

10.2 Other Leaves:

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

ARTICLE 11
HOURS of WORK and OVERTIME

11.1 The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen [14] consecutive days). The normal work day will be eight (8) hours, which may be divided into two (2) four (4) hour periods with reasonable time off for a meal. If an employee is required to work in excess of eighty (80) hours during the two (2) week period or in excess of eight (8) hours in any work day as defined above, he/she will be paid at time and one-half (1½) his/her regular rate of pay for all excess time so worked. For the purpose of calculating overtime, time worked shall include all vacation, holiday and personal holiday hours paid.

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

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

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

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

11.4 **Procedure for Filling Open Shifts:** The Employer and the Union concur that the bargaining unit staff are most likely/best suited to: a) provide the desirable level of continuous, safe care; b) provide that care in the most cost-neutral manner; and c) recognize seniority.

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

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

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

1. Those part-time and full-time staff that are willing to work extra hours shall put these requests/offers in writing. This includes daily, weekly, and on-going willingness and availability.
2. From #1 above, offer the shift/hours to the part-time bargaining unit staff by seniority who would be eligible to work at straight-time.
3. If no response to #2, offer to casual call at straight-time.
4. If no response to #3, offer to bargaining unit staff by seniority (whether the employee is working that day or not) who is eligible to work at time and one-half (1.5).
5. If no response to #4, offer to non-bargaining unit qualified staff, such as clinical specialists.
6. If no response to #5, offer to casual call staff at time and one-half (1.5). Casual employees defined as having a schedule of 16 hours or less.
7. Should all of the above not fill the staffing needs, the employer may fill the shift by assigning it to the most junior available employee on a rotation basis in reverse order of seniority. The employees obligation under this section shall be rotated by inverse seniority that shall start over every calendar year.

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

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

11.6 Overtime payments shall not be duplicated for the same hours worked under the terms of this contract, and to the extent that hours are compensated for as overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision. The same shall apply to premium pay so that premium pay shall not be permitted or duplicated for the same hours worked.

ARTICLE 12
MISCELLANEOUS CONDITIONS of EMPLOYMENT

12.1 **Tuition Reimbursement.** The SMDC Policy and Procedure for Tuition Reimbursement (Policy #HR0020), as updated from time to time, shall apply to employees covered by this Collective Bargaining Agreement. Changes made to the program by the Employer shall also apply to pharmacists.

12.2 **Professional Pharmacy Development.** The hospital will provide to full-time and regularly scheduled part-time pharmacists (.6 or greater) up to four hundred fifty dollars (\$450.00) per contract year. This benefit will be pro-rated for part-time pharmacists. Eligible pharmacists may use these funds for tuition, textbooks, travel, professional association dues, journal subscriptions and other costs directly related to continuing education courses.

Exclusive of the above-described benefits, it is the Employers intent to continue to offer in-house educational programs and professional staff development. The Employer will endeavor to maintain a continuing commitment to pharmacists attendance at professional conferences/seminars.

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

12.3 **Adoption Expense Reimbursement Policy.** The SMDC Policy and Procedures for Adoption Expense Reimbursement (Policy # HR0019), as updated from time to time, shall apply to employees covered by this Collective Bargaining Unit. This policy will be followed during the term of this agreement until such time a new policy is adopted, provided the new policy does not diminish adoption reimbursement benefits.

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

ARTICLE 13
TERMINATION of EMPLOYMENT

13.1 **Termination by the Employer.** The Employer electing to terminate for just and sufficient reasons the service of the employees covered by this contract shall give such employees one (1) month notice of termination of employment, or the Employer may, in lieu thereof, pay the employee one (1) month of advance salary and immediately terminate the employment of the employee being discharged;

provided that neither one (1) month notice nor one (1) month pay shall be required in the case of employees discharged for:

- a) Gross violation of the rules of the Employer, provided that a written notice to the employee of a similar prior violation of such rule has been given to such employee as a warning, a copy of which shall be sent to the Union.
- b) Dishonesty
- c) Intoxication
- d) Drinking while on duty
- e) The use or dissemination of drugs contrary to orders and provisions of the department.

Discipline regarding c), d) and e) above will be imposed in accordance with the SMDC policy and procedure on Drug and Alcohol Testing for Employees.

The employee may protest any such discharge within five (5) calendar days by written notice to the Employer, and if the employee is not satisfied with the answer of the Employer, such employee shall have the right to submit such dispute to arbitration within five (5) days after receipt of such answer. If such objection is not submitted within ten (10) days from the date of termination, the employee shall be barred from any claim of any kind against the Employer.

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

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

ARTICLE 14 WAGES

14.1 **Newly Hired Employees.** For the first **five hundred twenty (520) hours** of employment, all employees under this collective bargaining agreement shall be considered probationary employees. Such employees may be terminated by the Employer for any cause without the same constituting a violation of this Agreement.

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

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

PHARMACIST HOURLY WAGE SCALE

	Current	5-1-2011	5-1-2012	5-1-2013
STEP 1 (start 2080 hrs.)	\$53.30	\$53.30	\$53.83	\$54.37
STEP 2 (2081 - 4160 hrs.)	\$54.60	\$54.60	\$55.15	\$55.70
STEP 3 (4161 - 6240 hrs.)	\$55.90	\$55.90	\$56.46	\$57.02
STEP 4 (6241 - 10,400 hrs.)	\$57.19	\$57.19	\$57.76	\$58.34
STEP 5 (10,401 - 20,800 hrs.)	\$58.50	\$58.50	\$59.09	\$59.68
STEP 6 (20,801 + hrs.)	-----	\$59.85	\$60.45	\$61.05

Wage advancement from one step to the next is based upon credited hours of work. A credited hour is any hour for which a Pharmacist worked and was paid by the Employer. The maximum credited hours per year is two thousand eighty (2080).

14.3 Pharmacists working the afternoon or night shift, between 2:30 P.M. and 7:00 A.M. shall be paid a shift differential premium of two dollars and fifty cents (\$2.50) per hour for those hours worked.

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

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

14.5 Full-time pharmacists and part-time pharmacists (.6 or greater) who work more weekend shifts than those for which they are regularly scheduled shall be paid an additional one hundred dollars (\$100.00) for each extra, full weekend shift worked, prorated for shifts of less than eight (8) hours. The provisions of this Section 5 shall apply to all extra full eight (8) hour shifts worked between 7:00 A.M. Saturday to 7:00 A.M. Monday. The weekend bonus shall not be paid if additional shifts are worked as a result of pharmacists voluntarily exchanging hours. The bonus shall not be subject to overtime rates or provisions of the contract.

ARTICLE 15 SENIORITY

15.1 Every employee covered by the terms of this contract shall have seniority **calculated based on hours worked** from the date of such employee's original date of hire as a registered pharmacist recorded in the records of the Employer unless such seniority is broken for reasons specified herein. Such seniority shall apply only to layoffs and rehiring of such employees.

15.2 The first **five hundred twenty (520) hours** of employment is considered the probationary period, and the employee may be discharged with or without cause. If such probationary period is interrupted by a leave of absence, disability or illness of more than five (5) working days, a comparable amount of time shall be added to the probationary period.

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

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

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

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

1. Voluntarily quitting the employment.
2. Discharge for cause.
3. Failing within one (1) calendar week to report for work after lay-off upon receipt of notice of recall.

4. Employment by any other employer during sick leave or a leave of absence.
5. Lay off which continues for more than two (2) years.
6. Failure to apply for re-employment within the statutory limitation after honorable discharge from any military service.
- 7. Working six (6) months in a non-bargaining unit position.**

ARTICLE 16 POSTING of POSITIONS

16.1 **Internal Postings**: Internal postings will be utilized when there is an opportunity to reconfigure existing positions. Such postings will be limited to changes in hours, shift rotation, increases/decreases in FTE, and to add or change flexible schedules. The internal posting process (email notification to all bargaining unit members) will be utilized prior to posting a position house-wide, and such positions will be filled by seniority.

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

Internal postings will be posted for fourteen (14) days prior to being filled.

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

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

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

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

1. Ability to meet the posted qualifications;
2. Ability to meet the physical demands of the position;
3. Performance evaluations and job performance;
4. Job interview(s);
5. Additional information the candidate wishes to be considered related to their qualifications for the position;

6. When factors 1 through 5 above are relatively equal, preference shall be given to the most senior pharmacist within the bargaining unit;
7. Bargaining unit pharmacists meeting the posted qualifications shall be given priority over non-bargaining unit pharmacists.

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

ARTICLE 17 LABOR MANAGEMENT PARTNERSHIP

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

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

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

ARTICLE 18 GRIEVANCE PROCEDURE

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

18.2 **Step 1.** Any employee who believes that the Employer has violated any of the terms or conditions of this contract in relation to his/her employment shall be considered to have a complaint and such employee shall immediately and promptly take such complaint to the head of his/her department.

Such employee and department head shall attempt to resolve said complaint. No complaint will be considered by any department head or representative of the Employer unless it is brought to the attention of the department head or representative of the Employer within five (5) days of its alleged occurrence, except as hereinafter provided as to wages.

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

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

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

18.5 **Step 4.** If such grievance cannot be settled promptly between the parties within five (5) calendar days after the delivery of written notice of the grievance, the matter may be submitted to a Board of Arbitration by either party. Such an appeal to arbitration shall be in writing and served on the other party. The Employer shall select one (1) member for the Board of Arbitration and the Union shall select one (1) member. In the event these two members of the Arbitration Board cannot agree to an adjustment of the dispute or grievance within five (5) working days after their first meeting, the two so selected shall select a third member of the Board who shall serve as an impartial chairman. If the two so chosen cannot agree upon an impartial chairman, then either member may request the Federal Mediation and Conciliation Service to appoint such impartial chairman and the arbitrator so appointed shall then be a member of and chairman of the Board of Arbitration.

The decision of the Board of Arbitration shall be made within a reasonable time after the conclusion of the hearing upon the grievance before such Board of Arbitration. The decision or award of said arbitrators or majority of them shall be final and binding upon the parties. The Board shall not have jurisdiction to hear or try any case unless in strict compliance with the time limitation set out herein, and such Arbitration Board shall have authority only to interpret and apply the provisions of this Agreement, but shall not have authority to alter any of the provisions hereof in any way, provided, however, that the time limitations herein specified may be extended by a written approval of the parties hereto. The expenses and remuneration of the Board of Arbitrators shall be borne by the parties equally.

ARTICLE 19 UNION MEMBERSHIP

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

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

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

19.4 If a pharmacist who is required under this Agreement to pay initiation fee and dues to the Union, or service fee, or make a charitable contribution, fails to pay such initiation fee or dues, or service fee, or make such contribution, the Union will advise the Employer that such pharmacist is delinquent in such payment.

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

ARTICLE 20
ARBITRATION of CONTRACTS, NO STRIKES or LOCKOUTS,
and BARGAINING UNIT

20.1 The Employer and the Union agree that the negotiation and resolution of predecessor contract Agreements have worked to the salutary benefit of the patients, the institution and the covered employees. To the end of continuing and advancing these achievements, the Employer and the Union have agreed to this Article 20 in order to insure continuity of care without risking interruption of patient care or the disruption of the bargaining unit.

20.2 The provisions of this Article 20 shall be in full force and effect during the period through April 30, **2014**.

Further, the parties agree that this provision for interest arbitration shall continue not only as to the contract next succeeding this Agreement, but also to the contract next succeeding any contract between them expiring subsequent to April 30, **2014**, if continued by decision of the arbitrators. Accordingly, and with regard to the contract expiring subsequent to April 30, **2014**, all the sections of this Article 20 shall apply and be in effect, which, at the option of the arbitration panel may be renewed for one additional contract term.

20.3 At any time during the period specified above when the Minnesota Charitable Hospital Act prohibiting strikes and lockouts and requiring mandatory arbitration of unresolved issues of collective bargaining negotiation shall not govern the collective bargaining relations of these parties, the following mechanism is established for the resolution of disputes which may arise regarding the negotiation of contract Agreements.

In the event the parties are unable to agree by negotiation on the terms of a succeeding Agreement to replace, modify or change any contract Agreement expiring or reopening prior to April 30, **2014**, the provisions of the succeeding contract Agreement shall be determined by arbitration as provided in this Article 20. Either party may submit the unresolved issues to arbitration by written notice to the other party.

The Employer shall appoint one arbitrator, the Union shall appoint one arbitrator, and the two arbitrators so chosen shall appoint a third arbitrator who shall act as Chairman of the Board of Arbitration. If the arbitrators appointed by the Employer and the Union are unable to agree upon the appointment of such third arbitrator within five (5) days after submission to arbitration, the Federal Mediation and Conciliation Service shall be requested to submit five (5) names to the parties and the parties shall select the third arbitrator, who shall act as Chairman, from the five (5) names submitted by said service.

The selection of the third arbitrator shall be by the process of elimination, with the parties alternately striking names from the list of five (5) submitted by said Service until only one name remains. If the parties are unable to agree with respect to which party shall take the first turn for the purpose of striking a name, it shall be decided by the flip of a coin. Each party shall be responsible for compensating the arbitrator of its choice, and the parties shall share equally the fees and expenses of the third arbitrator.

The Board of Arbitration shall conduct a hearing and shall determine any unresolved issues with respect to "wages, hours, and other terms and conditions of employment." Provided, however, that the Board of Arbitration shall have no authority to change or eliminate the provisions of this Article 20 (except as provided in paragraph a). If there is a dispute as to whether an issue is within the term "wages, hours, and other terms and conditions of employment," the Board of Arbitration shall make determination of the arbitrability of such issue; and if determined to be arbitrable, shall decide the issue on the merits, subject to review of the arbitrability of the question by any court having jurisdiction. The term "wages, hours, and other terms and conditions of employment" shall be given the same meaning for purposes of this Article as it has under Section 8 (d) of the National Labor Relations Act, as amended. The Board of Arbitration shall make an award in writing and the decision of a majority of the Board shall be final and binding on both parties.

20.4 There shall be no strikes or lockouts, of any kind whatsoever during the term of this Article 20. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance or arbitration provisions of Article 20 and regardless of whether the dispute is subject to arbitration under the contract Agreement arbitration provisions of paragraph b) of this Article, and regardless of whether the cause of the strike or lockout is direct involvement or sympathy for another Union, Employer or Association.

20.5 The bargaining unit as defined in Article 2 of this Agreement shall continue to be governed by this contract Agreement and succeeding contract Agreements for the term of this Article 20. The Employer shall not file any petition or initiate any proceeding inconsistent with such continued inclusion. The Board of Arbitration shall have no authority to change or eliminate the provisions of Article 20 or the inclusion of said classifications as part of this contract Agreement and succeeding contract Agreements.

ARTICLE 21 LEGALITY

21.1 To the best knowledge and belief of the parties, this contract Agreement contains no provision which is in violation of Federal or State law or regulation. Should, however, any provision of this contract Agreement at any time during its life be finally and effectively determined by a court or administrative agency to be inoperative because of any conflict with present or future Federal or State law or regulation, then such provision shall continue in effect only to the extent permitted and the remaining provisions of this Agreement shall remain in full force and effect; provided, nevertheless that should any provision of Article 20 relating to Arbitration of Contracts, No Strikes or Lockouts and Bargaining Unit be finally and effectively determined by a court or administrative agency to be inoperative because of any conflict with present or future Federal or State law or regulation, then in such case the entire Article 20 shall simultaneously be rendered void and inoperative.

21.2 In the event that any provision of this contract Agreement is rendered inoperative as described in the foregoing paragraph of this Article 21, the parties shall enter negotiations for the purposes of insofar as possible retaining the original intent and effect of any provision affected by such law or regulation.

ARTICLE 22
DURATION and RENEWAL

Except as otherwise herein provided, this Agreement will be in full force and effect as of **May 1st, 2011**, until **April 30th, 2014**, and will continue in full force and effect from year-to-year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least ninety (90) days prior to **April 30th, 2014**, or October 31st of any year thereafter, provided either party will have fifteen (15) days after the giving of such notice by the other party within which to present counterproposals thereto.

In the case of giving of such notice to change or modify the provisions or terms hereof, this Agreement will continue in full force and effect as aforesaid except as to those provisions or terms respecting which there has been such notice of a desire to change or modify; and the parties further agree to meet and negotiate in good faith regarding any change or modification of provisions or terms so requested by either party in such notice, or otherwise, to the other party, and if Agreement cannot be reached under the conciliation provisions of the applicable Federal or State law, then the parties agree that all unsettled issues will either be submitted to arbitration pursuant to Article 20 of this contract Agreement, or if not submitted to arbitration pursuant to Agreement or statutory provisions, then the applicable provisions, if any, of the last previous Agreement between the parties will continue in full force and effect as to the unsettled issues not arbitrated, including the No Strike and No Lockout provisions of said Article 20.

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

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed at Duluth, Minnesota, this 2nd day of **August, 2011**, to take effect **May 1, 2011**. The parties agreed that the wages, shift differential, charge pay (PIC) and weekend bonds as set forth in Article 14.2, will be paid retroactive to **May 1, 2011**. All other benefits, insurance, on call pay, etc., will be effective on the first pay period following signature by both parties.

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

Name: _____ Name: _____

Date: _____ Date: _____

Title: _____ Title: _____

Name: _____ Name: _____

Date: _____ Date: _____

Title: _____ Title: _____

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1189

Name: _____

Date: _____

Title: _____

LETTER of UNDERSTANDING

By and Between

UFCW Local #1189

&

**St. Marys Medical Center, St.Marys Hospital Superior,
and SMDC Medical Center**

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

The Employer agrees to inform retiring pharmacists who meet the eligibility requirements of this position.

Interested pharmacists must submit a written request to the Pharmacy Director.

Eligibility

- A. Five (5) years (10,400 + hours worked) of service within the bargaining unit.
- B. A satisfactory work record.
- C. Maintains clinical and organizational competencies.

Annual Work Obligation

- A. Must be available from May 1 through September 30 and work a minimum of two hundred (200) hours. Once your minimum work obligation of two hundred (200) hours is completed, your obligation has been fulfilled, even if this occurs before September 30.
- B. Holiday hours worked will be compensated per Article 4, Holidays.
- C. Must use the designated contract process for available shifts, Article 11.4, Procedure for Filling Open Shifts. Between May 1 and September 30, snowbirds would be contacted for filling open shifts prior to section #3 in Article 11.4. Snowbirds would be exempt from section #7 in Article 11.4, which addresses mandating extra shifts.

For the Union

For the Employer

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____