EMPLOYMENT AGREEMENT

FOR

ASSOCIATION

OF

DIAGNOSTIC IMAGING TECHNOLOGISTS

AND

NORTH MEMORIAL HEALTH CARE

(September 1, 2025 - August 31, 2028)

EMPLOYMENT AGREEMENT 1
1. DEFINITIONS 1
1.1. Full-time Technologist 1
1.2. Part-time Technologist 1
1.3. Casual Technologist 1
1.4. Temporary Technologist 1
1.5. Agency employee 1
1.6. Per Diem Technologist 1
1.7. Classifications. 1
2. RECOGNITION 1
3. MANAGEMENT RIGHTS 2
4. EMPLOYING RADIOLOGIC TECHNOLOGISTS 2
4.1. Registered Technologists 2
4.2. New Employees 2
4.3. Validation of Certification 2
4.4. Termination of Employment 2
5. WAGES 2
5.1. Minimum Hourly Rates 2
5.2. Lead Technologist 6
5.3. Workflow Coordinator 6
5.4. Preceptor Pay. 6
5.5. Mammography Technologist. 6
5.6. Multi-Specialty Imaging Technologist. 7
5.7. Recognition of a 25 Year Employee. 7
5.8. Advanced Certifications 7
6. MINIMUM STANDARDS 7
7. HOURS OF WORK AND OVERTIME 7
7.1. Hours of Work and Overtime 7
7.2. Alternative Work Schedule. 7
7.3. Assigning Overtime 8
7.4. Forty Hour Workweek. 8
7.5. Schedules and Postings 8
7.6. Requesting Additional Hours 9
7.7. Alternative Weekend Program 9

7.8. Return to Work. 10
8. SHIFT DIFFERENTIAL 10
8.1. Evening Shift: Rate of Pay 10
8.2. Night Shift: Rate of Pay. 10
8.3. Compensated Hours. 10
9. WEEKEND PREMIUMS 10
9.1. Weekend Differential. 11
9.2. Weekend Bonus. 11
10. ON-CALL PAYMENTS 11
10.1. Off Premises 11
10.2. On Premises 12
10.3. Compensation for Hours Worked 12
11. HOLIDAYS 12
11.1. Paid Holidays 12
11.2. Working an Additional Holiday Shift 12
11.3. Personal Days Off 13
11.4. Holiday Pay 13
11.5. Alternative Work Schedule 13
12. VACATION 13
12.2. Vacation Anniversary. 14
12.3. Prorated Vacation. 14
12.4. Resignation Notice. 14
12.5. Vacation Carry-Over. 14
12.6. Vacation Donation Plan 14
13. SICK LEAVE 14
13.1. Sick Leave Accumulation 14
13.2. Verification of Illness 14
13.3. Work-Related Illness 14
14. PAID TIME OFF 14
15. LEAVES OF ABSENCE 15
15.1. Personal Illness. 15
15.2. Critical Illness or Death in the Immediate Family 15
15.3. Bereavement 15
15.4. Maternity 15
15.5. Paternity and Adoption Leave. 15
15.6. Other Leaves of Absence 15

15.7. Federal and State Laws 15
15.8. Minnesota Paid Family and Medical Leave. 16
16. JURY DUTY 16
17. REST PERIODS 16
17.1. Duration 16
17.2. Plan Development 16
18. EDUCATIONAL DEVELOPMENT 16
18.1. Employer Required Education 16
18.2. Tuition Reimbursement 16
18.3. Continuing Education. 17
19. HEALTH SERVICE 17
19.1. Employment and Annual Physical. 17
19.2. HIV Testing 17
20. INSURANCE BENEFITS 17
20.1. Hospitalization Insurance 17
20.2. Life Insurance 17
20.3. Long-Term Disability. 18
20.4. Dental Insurance 19
20.5. Short Term Disability. 19
20.6. Annual Benefit Enrollment Information 19
21. PENSION BENEFITS 19
21.1. Terms and Provisions 19
21.2. Prior Service 19
22. PART-TIME TECHNOLOGISTS 20
22.1. Rate of Pay 20
22.2. Holiday Pay. 20
22.3. Working an Additional Holiday Shift 20
22.4. Part-Time Benefits 20
22.5. Long-Term Disability 21
23. CASUAL TECHNOLOGISTS 21
23.1. Rate of Pay 21
23.2. Holiday Pay 21
23.3. Working an Additional Holiday Shift 21
23.4. Benefits 21
24. TEMPORARY TECHNOLOGISTS 21
25. SUCCESSORS AND ASSIGNS 22

26. LABOR-MANAGEMENT COMMITTEE 22
27. CONFIRMATION OF EMPLOYMENT 22
28. PROBATIONARY PERIOD 22
28.1. Probationary Period 22
28.2. Notice to the Association. 22
29. BULLETIN BOARDS 22
30. CHANGE OF STATUS 23
31. JOB POSTING 23
31.1. Posting and Selection 23
31.2. Promotion Denial 23
31.3. Notice of Training Period Extension 23
31.4. Performance Standards 23
31.5. Salary Increases. 23
31.6. Previous Experience 23
32. WORKING IN A HIGHER-RATED CLASSIFICATION 24
32.1. Job Descriptions 24
32.2. Higher-Rated Classification Pay 24
33. EXPENSE REIMBURSEMENTS 24
34. RESIGNATION NOTICE 24
35. DISCIPLINE 24
35.1. Just Cause 24
35.2. Representation 24
35.3. Use of Past Disciplinary 24
35.4. Process 25
35.5. Notice to the Association 25
36. SENIORITY, LOW NEED, AND LAYOFF 25
36.1. Length of Service 25
36.2. Seniority Hours 25
36.3. Separate Seniority Lists 25
36.4. Low Need 25
36.5. Layoff Procedure 26
36.6. Recall 27
36.7. Merger or Consolidation 27
37. GRIEVANCE PROCEDURE 27
37.1. Grievance Steps 27
37.2. Arbitrator Selection 27

37.3. Arbitrator's Award 28
37.4. Time Limitations 28
38. NO STRIKES OR LOCKOUTS 28
39. BREAKAGE 28
40. SERVICE FEES AND MONTHLY DEDUCTIONS 28
40.1. Payment of Fees or Dues 28
40.2. Payroll Dues Deductions 28
40.3. Association Lists 29
41. DRUG AND ALCOHOL TESTING POLICY 29
41.1. Policy Adoption 29
41.2. Initial Implementation 29
41.3. Policy 30
41.4. Right To Refuse To Undergo Drug And Alcohol Testing And The Effect Thereof. 31
41.5. Rights In Case Of A Positive Test 31
41.6. Additional Rights of Employees. 31
41.7. Confidentiality 32
42. TERM OF AGREEMENT 32
LETTER OF UNDERSTANDING #1: 33
LETTER OF UNDERSTANDING #2 34
LETTER OF UNDERSTANDING #3 35
..... 35
LETTER OF UNDERSTANDING #4 36
LETTER OF UNDERSTANDING #5 37
LETTER OF UNDERSTANDING #6 38
LETTER OF UNDERSTANDING #7 39

EMPLOYMENT AGREEMENT

This is an Agreement made and entered in to the day and year hereinafter written by and between the undersigned Hospital, hereinafter referred to as the "Hospital," and the Association of Diagnostic Imaging Technologists, hereinafter referred to as the "Association," as follows:

****

1. DEFINITIONS

1.1. **Full-time Technologist** means a Technologist regularly scheduled to work 80 hours per two week pay period.

1.2. **Part-time Technologist** means a Technologist regularly scheduled to work less than 80 hours per two week pay period.

1.3. **Casual Technologist** means a Technologist who does not work regularly scheduled hours, per Hospital practice.

1.4. **Temporary Technologist** means a Technologist who fills a vacancy because of a leave of absence, vacation, or other reasons, for a maximum period of 90 calendar days.

1.5. **Agency employee** means a Technologist employed by an outside employment agency and who is not an employee of the Hospital.

1.6. **Per Diem Technologist** means a Technologist hired under a specific agreement between the Employee, the Hospital and ADIT, who is paid a flat rate per hour.

1.7. **Classifications.** in this agreement are Diagnostic Imaging Technologist, Cardiovascular (CV) Radiology Technologist, Cardiovascular Technologist (CVT RCIS), Computed Tomography (CT) Technologists, Interventional (IR) Technologist, Magnetic Resonance Imaging (MRI) Technologist, Mammography Technologist, and Multi-Specialty Imaging Technologist.

2. RECOGNITION

The Hospital recognizes the Association as the exclusive bargaining representative for all regularly scheduled Full-time, Part-time, Casual and Per Diem Radiologic/Imaging Technologists, excluding chief Radiologic Technologists, assistant chief Radiologic Technologists, and all other employees.

3. MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the management of the Hospital, including but not limited to the right to hire, lay off, promote, demote, transfer, discharge for cause, maintain discipline, require observance of Hospital rules and regulations, maintain efficiency of Technologists, direct the working forces, schedule Technologists, and determine the methods and type of service provided will be deemed the sole and exclusive functions of management.

4. EMPLOYING RADIOLOGIC TECHNOLOGISTS

4.1. **Registered Technologists**. The Hospital agrees to employ only those Technologists who are graduates of a program of training approved by a recognized accrediting body and who have passed the examinations entitling them to be certified as Technologists by the American Registry of Radiologic Technologist ("ARRT") or an approved credentialing organization as determined by the Hospital accrediting bodies.

4.2. **New Employees**. A newly employed Technologist must be certified as a Registered Technologist with ARRT or an approved credentialing organization as determined by the Hospital accrediting bodies.

4.3. **Validation of Certification**. For all current Employees, the following will apply:

a. The Technologist will be responsible for providing the Hospital with the original required registration card annually, prior to the expiration date.

b. A loss of scheduled hours without pay will result if the Technologist fails to produce required registration by the expiration date.

c. If the Technologist fails to produce the required registration after 21 calendar days of its expiration date, then the Technologist's employment with the Hospital will be terminated.

4.4. **Termination of Employment**. Technologist terminated from employment under this Section will not lose any earned benefits.

5. WAGES

5.1. **Minimum Hourly Rates** of each contract will be increased as follows:

Diagnostic Imaging Technologist

	Effective at the start of the pay period closest to 9/1/2025	Effective at the start of the pay period closest to 9/1/2026	Effective at the start of the pay period closest to 9/1/2027
First Year	$ 36.47	$ 37.74	$ 38.87
After 1 Year	$ 37.75	$ 39.07	$ 40.24
After 2 Years	$ 38.76	$ 40.11	$ 41.32
After 3 Years	$ 39.84	$ 41.23	$ 42.47
After 4 Years	$ 41.05	$ 42.48	$ 43.76
After 5 Years	$ 42.30	$ 43.78	$ 45.09
After 6 Years	$ 43.66	$ 45.19	$ 46.55
After 7 Years	$ 45.42	$ 47.01	$ 48.42
After 8 Years	$ 46.65	$ 48.28	$ 49.73
After 9 Years	$ 47.97	$ 49.65	$ 51.14
After 10 Years	$ 48.72	$ 50.42	$ 51.93
After 12 Years	$ 49.88	$ 51.63	$ 53.18
After 15 Years	$ 51.26	$ 53.05	$ 54.64
After 20 Years	$ 51.96	$ 53.78	$ 55.39

Mammography Technologist

	Effective at the start of the pay period closest to 9/1/2025	Effective at the start of the pay period closest to 9/1/2026	Effective at the start of the pay period closest to 9/1/2027
First Year	$ 39.07	$ 40.44	$ 41.65
After 1 Year	$ 40.38	$ 41.79	$ 43.04
After 2 Years	$ 41.47	$ 42.92	$ 44.21
After 3 Years	$ 42.59	$ 44.08	$ 45.40
After 4 Years	$ 43.87	$ 45.40	$ 46.77
After 5 Years	$ 45.20	$ 46.78	$ 48.18
After 6 Years	$ 46.77	$ 48.41	$ 49.86
After 7 Years	$ 48.52	$ 50.22	$ 51.73
After 8 Years	$ 49.82	$ 51.56	$ 53.11
After 9 Years	$ 51.25	$ 53.05	$ 54.64
After 10 Years	$ 52.10	$ 53.92	$ 55.54
After 12 Years	$ 53.33	$ 55.20	$ 56.86
After 15 Years	$ 54.72	$ 56.64	$ 58.34
After 20 Years	$ 55.61	$ 57.56	$ 59.28

Cardiovascular (CV) Radiology Technologist & Cardiovascular Technologist (CVT RCIS)

	Effective at the start of the pay period closest to 9/1/2025	Effective at the start of the pay period closest to 9/1/2026	Effective at the start of the pay period closest to 9/1/2027
First Year	$ 40.60	$ 42.02	$ 43.28
After 1 Year	$ 41.76	$ 43.22	$ 44.51
After 2 Years	$ 42.78	$ 44.27	$ 45.60
After 3 Years	$ 44.03	$ 45.57	$ 46.94
After 4 Years	$ 45.35	$ 46.94	$ 48.35
After 5 Years	$ 46.69	$ 48.32	$ 49.77
After 6 Years	$ 48.08	$ 49.76	$ 51.26
After 7 Years	$ 49.26	$ 50.99	$ 52.52
After 8 Years	$ 50.48	$ 52.25	$ 53.81
After 9 Years	$ 51.94	$ 53.76	$ 55.37
After 10 Years	$ 53.03	$ 54.89	$ 56.54
After 12 Years	$ 54.36	$ 56.27	$ 57.95
After 15 Years	$ 55.46	$ 57.40	$ 59.12
After 20 Years	$ 56.55	$ 58.53	$ 60.28

Computed Tomography (CT) Technologist

	Effective at the start of the pay period closest to 9/1/2025	Effective at the start of the pay period closest to 9/1/2026	Effective at the start of the pay period closest to 9/1/2027
First Year	$ 40.60	$ 42.02	$ 43.28
After 1 Year	$ 41.76	$ 43.22	$ 44.51
After 2 Years	$ 42.78	$ 44.27	$ 45.60
After 3 Years	$ 44.03	$ 45.57	$ 46.94
After 4 Years	$ 45.35	$ 46.94	$ 48.35
After 5 Years	$ 46.69	$ 48.32	$ 49.77
After 6 Years	$ 48.08	$ 49.76	$ 51.26
After 7 Years	$ 49.26	$ 50.99	$ 52.52
After 8 Years	$ 50.48	$ 52.25	$ 53.81
After 9 Years	$ 51.94	$ 53.76	$ 55.37
After 10 Years	$ 53.03	$ 54.89	$ 56.54
After 12 Years	$ 54.36	$ 56.27	$ 57.95
After 15 Years	$ 55.46	$ 57.40	$ 59.12
After 20 Years	$ 56.55	$ 58.53	$ 60.28

Interventional (IR) Technologist

	Effective at the start of the pay period closest to 9/1/2025	Effective at the start of the pay period closest to 9/1/2026	Effective at the start of the pay period closest to 9/1/2027
First Year	$ 40.60	$ 42.02	$ 43.28
After 1 Year	$ 41.76	$ 43.22	$ 44.51
After 2 Years	$ 42.78	$ 44.27	$ 45.60
After 3 Years	$ 44.03	$ 45.57	$ 46.94
After 4 Years	$ 45.35	$ 46.94	$ 48.35
After 5 Years	$ 46.69	$ 48.32	$ 49.77
After 6 Years	$ 48.08	$ 49.76	$ 51.26
After 7 Years	$ 49.26	$ 50.99	$ 52.52
After 8 Years	$ 50.48	$ 52.25	$ 53.81
After 9 Years	$ 51.94	$ 53.76	$ 55.37
After 10 Years	$ 53.03	$ 54.89	$ 56.54
After 12 Years	$ 54.36	$ 56.27	$ 57.95
After 15 Years	$ 55.46	$ 57.40	$ 59.12
After 20 Years	$ 56.55	$ 58.53	$ 60.28

Magnetic Resonance Imaging (MRI) Technologist

	Effective at the start of the pay period closest to 9/1/2025	Effective at the start of the pay period closest to 9/1/2026	Effective at the start of the pay period closest to 9/1/2027
First Year	$ 41.41	$ 42.86	$ 44.15
After 1 Year	$ 42.59	$ 44.08	$ 45.40
After 2 Years	$ 43.63	$ 45.16	$ 46.51
After 3 Years	$ 44.91	$ 46.49	$ 47.88
After 4 Years	$ 46.26	$ 47.88	$ 49.31
After 5 Years	$ 47.62	$ 49.29	$ 50.77
After 6 Years	$ 49.04	$ 50.76	$ 52.28
After 7 Years	$ 50.25	$ 52.01	$ 53.57
After 8 Years	$ 51.49	$ 53.29	$ 54.89
After 9 Years	$ 52.98	$ 54.84	$ 56.48
After 10 Years	$ 54.10	$ 55.99	$ 57.67
After 12 Years	$ 55.45	$ 57.39	$ 59.11
After 15 Years	$ 56.56	$ 58.54	$ 60.30
After 20 Years	$ 57.68	$ 59.70	$ 61.49

Multi-Specialty Imaging Technologist

	Effective at the start of the pay period closest to 9/1/2025	Effective at the start of the pay period closest to 9/1/2026	Effective at the start of the pay period closest to 9/1/2027
First Year	$ 44.17	$ 45.71	$ 47.08
After 1 Year	$ 45.57	$ 47.16	$ 48.58
After 2 Years	$ 47.14	$ 48.79	$ 50.26
After 3 Years	$ 48.01	$ 49.69	$ 51.18
After 4 Years	$ 50.18	$ 51.94	$ 53.50
After 5 Years	$ 51.16	$ 52.95	$ 54.54
After 6 Years	$ 52.43	$ 54.26	$ 55.89
After 7 Years	$ 52.48	$ 54.32	$ 55.94
After 8 Years	$ 53.27	$ 55.14	$ 56.79
After 9 Years	$ 53.86	$ 55.74	$ 57.42
After 10 Years	$ 55.18	$ 57.11	$ 58.82
After 12 Years	$ 55.80	$ 57.75	$ 59.48
After 15 Years	$ 57.48	$ 59.50	$ 61.28
After 20 Years	$ 60.36	$ 62.47	$ 64.34

5.2. **Lead Technologist**. A Technologist designated by the Hospital to act temporarily in the capacity as a Lead Technologist will be paid an additional $.50 per hour for all hours worked as a Lead Technologist. A Lead Technologist scheduled 100% of his/her authorized hours as a Lead Technologist will receive $1.50 per hour for all compensated hours. Additional shifts in a non-lead capacity will not receive the $1.50 per hour differential.

5.3. **Workflow Coordinator.** A Technologist designated by the hospital to act temporarily in the capacity of Workflow Coordinator, 4 or more hours during a shift, will be paid an additional $1 per hour for all hours worked as a Workforce Coordinator. The Hospital, in its' sole discretion, will designate the need for a Workforce Coordinator by shift and modality. There shall be no pyramiding of pay for individuals working in both the lead role and Workforce Coordinator role simultaneously.

5.4. **Preceptor Pay.** The Hospital may develop a formal preceptor program. A Technologist designated by the Hospital to act as a preceptor four or more hours during a shift will be paid an additional $1.00 per hour for all hours worked in a preceptor capacity. A Technologist designated as a preceptor may be required to complete a preceptor program by the Hospital. Not having a formal preceptor program will not be a barrier to receiving preceptor pay.

5.5. **Mammography Technologist.** A technologist who works at least fifty percent (50%) of their shifts in Mammography will be paid on the Mammography scale for all their compensated hours.

5.6. **Multi-Specialty Imaging Technologist.** A Technologist will be classified as a Multi-Specialty Imaging Technologist if regularly scheduled to work in two of the following four modalities: (i) Computed Tomography (CT); (ii) Magnetic Resonance Imaging (MRI); (iii) Interventional Radiology (IR); and (iv) Cardiovascular(CV).

5.7. **Recognition of a 25 Year Employee.** Effective September 1, any Full-time, Part-time or Casual Technologist who has worked with the same Hospital system for 25 calendar years or more prior to September 1, will be eligible to receive either a payment equal to eight hours of straight time plus all premium and/or differential or a day off with pay on a day mutually agreed upon between the Technologist and the Hospital, if a majority of all the time served by the Technologist with the same Hospital system has been as an ADIT member. The Technologist will be eligible to receive this recognition benefit for each contract year.

5.8. **Advanced Certifications.** The Hospital will pay a **one-time** bonus of $500 to a regularly scheduled Technologist holding an advanced certification by examination through ARRT when such advanced certification is not a requirement of their current position. The bonus will only be paid in the area the Technologist is regularly scheduled to work in. This bonus will be paid upon verification of certification. Those holding such certification at the on-set of this provision September 1, 2022 will be paid this one-time bonus at that time.

6. MINIMUM STANDARDS

The provisions in this Agreement represent minimum standards or conditions of employment and no provisions(s) in this Agreement will prohibit the Hospital from granting wages or salaries higher than those set forth in this Agreement. Any Technologist employed by the Hospital on the effective date of this Agreement who was receiving greater benefits than the minimums set forth herein, will not have such benefits reduced as long as he/she remains in the employ of the Hospital in a classification covered by this Agreement. A Technologist employed after the effective date of this Agreement will receive benefits to the extent set forth herein.

7. HOURS OF WORK AND OVERTIME

7.1. **Hours of Work and Overtime**. The basic work period will be 80 hours to be worked during a period of two weeks (14 consecutive days). The regular workday will be eight hours. If a Technologist is required to work in excess of 80 hours during the said two week period, or in excess of eight hours in a workday, he/she will be paid at 1½ times his/her regular rate of pay for all excess time so worked. Time worked in excess of 12 consecutive hours will be paid at the rate of two times his/her regular rate of pay for all excess time so worked. Overtime payments will not be duplicated for hours worked in excess of eight in a regular workday and in excess of 80 in a two-week work period. Sick leave, unworked Holiday hours and vacation hours, which are paid by the Hospital, will be considered as hours of work for overtime purposes.

7.2. **Alternative Work Schedule.** The Technologist and the Hospital may agree that the Technologist will work an alternative work schedule of more than eight hours a shift. A Technologist working an alternative work schedule will be paid at the rate of 1½ times his/her regular rate of pay for hours worked over the scheduled workday hours and two times his/her regular rate of pay for all consecutive hours worked in excess of 12 consecutive hours. For unworked Holidays falling on a regularly scheduled shift, a Full-time Technologist will receive Holiday pay based upon his/her

regularly scheduled hours. For unworked Holidays falling on a weekend, a Full-time Technologist will receive an alternative day off at his/her regular rate of pay based upon his/her regularly scheduled hours. The Technologist may take an alternative day off the pay period before, during or after the pay period in which the Holiday falls. This does not apply to the Alternative Weekend Program.

7.3. **Assigning Overtime**. Before assigning overtime, the Hospital will first seek volunteers from Technologists working on the shift where the overtime is needed. If insufficient volunteers exist, overtime will be assigned in a manner that will attempt to the extent feasible to equalize overtime assignments. The Hospital will give the Technologist assigned to work overtime, advance notice to the extent feasible.

7.4. **Forty Hour Workweek.** In lieu of the provisions of Section 7.1, the Hospital at its discretion may make overtime payments at the rate set forth above on the basis of time worked in excess of 40 hours during any one week (seven consecutive days). If such method of payment is used, no overtime will be paid for time worked in excess of eight hours during a workday. Prior to the implementation of a change in the overtime payment standard for current Technologists, the Hospital will discuss at the Labor-Management Committee.

7.5. **Schedules and Postings**. The following terms for schedules and postings will apply:

a. Workweek schedules will be posted at least 14 calendar days prior to the effective date of the schedule for a minimum of 14 calendar days. Subsequent changes to the posted schedule may be made with 14 calendar days notice or as mutually agreed upon.

b. There will be no split shifts unless it is mutually agreed upon between the Technologist and the Hospital.

c. Normally there will be at least 12 hours between assigned shifts.

d. A Technologist will not be scheduled to work more than 10 days in a pay period (excluding call), unless it is mutually agreed upon between the Technologist and the Hospital.

e. A Technologist working rotating shifts normally will not be scheduled to work the night shift, preceding a weekend off.

f. Open shifts will be identified at the final posting of the schedule. The following order will be utilized to determine eligibility for available open shifts, after the final posting the schedule:

i Part-time Technologist (non-overtime)
ii Casual Technologist (non-overtime)
iii Full-time Technologist (overtime)
iv Part-time Technologist (overtime)
v Casual Technologist (overtime)
vi Other Resources (Student Intern, Per Diem Technologist or Agency employee)

If more than one Technologist signs up for a specific shift, a rotational seniority process will be used for granting hours. (continued on next page)

g. Departments may set their own process for requesting vacation time off, as long as they conform to the following:
   i There will be at least two approval periods in the year that will together span the entire year.
   ii Approval during each period will be based primarily upon Seniority.
   iii Requests after the deadline will be evaluated on a regular basis, no less frequently than schedules are posted, on a first come first serve basis.

7.6. **Requesting Additional Hours**. Part-time and Casual Technologists desiring more work hours may request such additional hours prior to posting of each time schedule. Part-time and Casual Technologists so requesting will be scheduled for available open shifts before such shifts are offered to Agency employees. Such efforts may include a sign-up sheet for extra hours.

7.7. **Alternative Weekend Program**. The Hospital may establish flexible scheduling plans providing work schedules of only two 12 hours shifts every weekend. A Technologist may agree to work additional shifts; but such agreement will not be a condition of being accepted for available alternative weekend schedules. Plans established under this Section 7.7 will be subject to the following conditions:

a. Alternative weekend schedules developed under this program will be between 6:00 p.m. Friday and 7:00 a.m. Monday.

b. A Technologist electing this program will be scheduled to work two 12-hour shifts on consecutive days during the 48-hour period on every weekend. The Technologist will receive 36 hours of pay at the Technologist's regular rate of pay for these 24 hours of work.

c. A Technologist working two 12 hour weekend shifts on an alternative weekend schedule will be credited with 36 hours per weekend (72 hours per pay period) toward accumulation of all contractually provided benefits, including pension and seniority. A Technologist will receive one hour of credit toward benefits for each additional hour the Technologist agrees to work.

d. Vacation and sick leave used will be paid and deducted from the Technologist's accumulated vacation and sick leave at the same rate as it is accrued. A Technologist will receive 18 hours of pay for each 12-hour weekend shift taken as vacation or sick leave.

e. A Technologist electing an alternative weekend schedule may be scheduled to work on each holiday falling on a weekend.

f. Holiday pay will be based on the number of hours regularly scheduled under the Alternative Weekend Program.

g. Section 9 relating to weekend differential and weekend bonus and Section 8 relating to shift differential will not apply to the two 12-hour shifts for which a Technologist is normally scheduled; but will apply to any additional weekend shifts a Technologist agrees to work.

h. The basic workweek for a Technologist on the Alternative Weekend Program will be 40 hours per week. A Technologist will be paid at 1½ times his/her regular rate of pay for all hours worked in excess of 40 hours per week. A Technologist working in excess of his/her scheduled workday will be paid at 1½ times his/her regular rate of pay for all excess hours

so worked except that hours in excess of 12 consecutive hours in a workday will be paid at the rate of two times his/her regular rate of pay.

i. A Technologist may revoke his/her consent to an alternative weekend schedule pursuant to this program by giving the Hospital 30 calendar days written notice. The Technologist will be entitled to return to an open available position for which the Technologist is qualified and which has an equal number of hours per pay period as the Technologist had prior to electing the Alternative Weekend Program, or 36 hours per week working the Alternative Weekend Program, whichever is greater. The Hospital will give the Technologist 30 calendar days written notice in the event the Alternative Weekend Program were to be discontinued.

j. A Technologist participating in this Alternative Weekend Program may, with Hospital approval, trade hours with a Technologist who is not on an alternative weekend schedule. Each Technologist involved in the trade will be paid at that Technologist's regular rate of pay, excluding the alternative weekend schedule premium and in accordance with that Technologist's standard for overtime eligibility. A Technologist on an alternative weekend schedule who trades hours with another Technologist on an alternative weekend schedule who is scheduled to work a 12 hour shift between 6:00 p.m. Friday and 7:00 a.m. Monday will continue to receive pay as set forth in this Section. A Technologist who agrees to work a scheduled shift for a Technologist on an alternative weekend schedule will be paid at the rate of pay the Technologist would otherwise receive for weekend work.

7.8. **Return to Work.** A Technologist who is not on-call but who voluntarily agrees to return to work hours not regularly scheduled, will be guaranteed a minimum of four hours pay or the Hospital's existing practice, whichever is greater, and the Technologist will be credited with the greater of the hours actually worked by the Technologist or the minimum number of hours guaranteed by the Hospital pursuant to this Section as compensated hours. The four-hour guarantee will commence upon the Technologist's arrival at the Hospital. This does not apply for hours prior to the beginning of his/her shift.

8. SHIFT DIFFERENTIAL

8.1. **Evening Shift: Rate of Pay**.A Technologist working the evening shift will receive $3.00 per hour in addition to the rates of pay provided in Section 5.

8.2. **Night Shift: Rate of Pay.** A Technologist working the night shift will receive $5.00 per hour in addition to the rates of pay provided in Section 5.

8.3. **Compensated Hours.** A regularly scheduled Technologist working straight evenings or straight nights will be paid the designated shift differential for all compensated hours. A Technologist working straight evenings or straight nights will not receive a shift differential if working an additional day shift.

9. WEEKEND PREMIUMS

9.1. **Weekend Differential.** A Technologist working any hours from 11:00 p.m. Friday through 11:30 p.m. Sunday will be paid a weekend differential of $1.50 per hour for all hours worked in addition to the rates of pay provided in Section 5.

9.2. **Weekend Bonus.** A Technologist who works more weekend shifts than regularly scheduled will be paid an additional $50.00 for each non-scheduled weekend shift per four hour increments worked. The provisions of this Section will apply to all shifts worked between 3 p.m. Friday and 7 a.m. Monday. A weekend bonus will not be paid if additional shifts are worked as a result of a voluntary exchange of hours. For the purposes of this Section "shift" will mean the actual hours regularly scheduled by the Hospital for the applicable weekend.

10. ON-CALL PAYMENTS

10.1. **Off Premises**. Payment for on-call hours where the Technologist is not required to remain on Hospital premises will be as follows:

a. Effective with the pay period beginning closest to September 1, 2022, the hourly rate for on-call hours, which are not worked, will be increased to $8.00. On-call compensation will not be paid for hours actually worked during the period of on-call duty.

b. On-call hours will not be considered hours worked, and no overtime payments will be made for such on-call time.

c. The minimum pay for any period of on-call duty will be for a time period of four hours. The minimum payments may result from on-call hours only or from a combination of on-call hours and hours actually worked.

d. A Technologist called to work while on-call, will be guaranteed a minimum of four hours pay or the Hospital's existing practice, whichever is greater, and the Technologist will be credited with the greater of the hours actually worked by the Technologist or the minimum number of hours guaranteed by the Hospital pursuant to this Section as compensated hours. The four-hour on-call guarantee will commence upon the Technologist's arrival at the Hospital.

e. A Technologist who returns to work pursuant to Section 10.1 d. will be paid the shift differential set forth in Section 8 for a minimum of four hours or the hours actually worked, whichever is greater. If the Technologist works a majority of the hours during the night shift, then the Technologist will be paid the night shift differential for the greater of four hours or the hours actually worked.

f. A Technologist who returns to work pursuant to Section 10.1 d. will be paid the weekend differential set forth in Section 9.1 for a minimum of four hours or the hours actually worked, whichever is greater.

g. If the scheduled on-call Technologist is required to work more than one hour past his/her regularly scheduled shift, the Technologist will receive a guarantee of pay for a minimum of four hours or the Hospital's existing practice, whichever is better.

h. A Technologist called to work while on-call on any of the designated Holidays will be paid at the applicable Holiday rate of pay as designated in Section 11.1 and 10.1 c. or may take straight time off equivalent to the number of block(s) of four hours paid on the Holiday, with the Technologist to choose the method of reimbursement up to a maximum of his/her regularly scheduled hours. The Technologist may take the time off within two pay periods of the Holiday.

10.2. **On Premises**. Payment for on-call hours where the Technologist is required to remain on Hospital premises will be as follows:

a. On-call compensation will be a minimum of $6.25 per hour or the higher of the state or federal minimum wage rate, whichever is greater, and will be effective at the start of the pay period in which the new rate occurs.

b. If on-call hours occur after the Technologist has completed eight hours of work in a day, overtime for the on-call period will be based on 1½ times the on-call rate.

c. On-call hours which occur on days off will be treated as overtime hours to the extent that all of the hours worked during the applicable pay period (including the on-call time) exceeds 80 or 40, as the case may be. Payment of on-call hours, as provided in the preceding sentence, will be based on 1½ times the on-call rate regardless of whether said on-call hours fall during or at the end of the two week pay period.

10.3. **Compensation for Hours Worked**. Hours actually worked during a period of on-call duty will be paid for at straight time or overtime rates of pay, whichever is applicable.

11. HOLIDAYS

11.1. **Paid Holidays**. A Technologist will be granted the following six holidays with pay: January 1, Memorial Day, July 4, Labor Day, Thanksgiving Day, and December 25 ("Holiday(s)"). All Holidays are recognized on the actual date as stated in this Section. For purposes of this Section, January 1 or December 25 will be deemed to extend over a 32 hours period beginning from the start of the evening shift prior to the designated day. A Technologist working on January 1 or December 25 will be paid at the rate of 1½ times his/her regular rate of pay for all hours worked on such days. A Technologist working on any of the other Holidays designated in this Agreement will be paid a regular rate of pay for work performed on such Holidays. In addition to the applicable regular rate of pay or 1½ times his/her regular rate of pay provided herein, any Technologist working on any of such Holidays will be paid eight hours of regular rate of pay as Holiday pay or will be given eight hours of straight time off, with the Technologist to choose the method of reimbursement. If a Holiday falls during a Technologist's vacation, an extra day will be added to their vacation. If a Holiday falls on a Technologist's normal day off, he/she may take an alternate day off the pay period before, during or after the pay period in which the Holiday falls.

11.2. **Working an Additional Holiday Shift**. A Technologist working an additional shift (four or eight hours) on any of the Holidays designated in Section 11.1 will receive the respective pay as provided for in Section 11.1 for that Holiday up to a maximum of 16 hours. This Section will not be applicable to a Technologist paid on-call off premises hours, a Technologist called to work for

less than an additional shift while on-call or a Technologist who works overtime hours on that Holiday.

11.3. **Personal Days Off**. A Technologist will be granted three personal days off at the start of each contract year to be used in that contract year at a time mutually agreed upon between the Technologist and the Hospital. A newly hired Technologist will be entitled to take three personal days off to be used in that contract year immediately upon employment provided the Technologist has started working prior to March 1st. A newly hired Technologist who was hired on March 1 or after in that contract year will be entitled to take two personal days off to be used in that contract year immediately upon employment.

11.4. **Holiday Pay**. In order to receive Holiday pay, a Technologist must have worked the regularly scheduled day before and after the Holiday, except in cases of an excused absence, paid sick leave, paid bereavement leave or jury duty.

11.5. **Alternative Work Schedule**. For unworked Holidays falling on a regularly scheduled shift, a Full-time Technologist regularly scheduled for shifts more than eight hours will receive Holiday pay based upon his/her regularly scheduled hours. For unworked Holidays falling on a weekend, a Full-time Technologist regularly scheduled for shifts more than eight hours will receive an alternative day off at his/her regular rate of pay based upon his/her regularly scheduled hours. The Technologist may take an alternate day off the pay period before, during or after the pay period in which the Holiday falls. This does not apply to the Alternative Weekend Program.

12. VACATION

12.1. **Vacation Schedule**. A Technologist who has been employed continuously in the Hospital will receive vacation benefits according to the following schedule:

YEARS:	MAXIMUM ACCRUED HOURS PER YEAR:	ACCRUAL RATE PER HOUR
After 1 year	80 hours	.0385
After 5 years	120 hours	.0577
After 6 years	128 hours	.0615
After 7 years	136 hours	.0654
After 8 years	144 hours	.0692
After 9 years	152 hours	.0731
After 10 years	160 hours	.0769
After 16 years	168 hours	.0808
After 17 years	176 hours	.0846
After 18 years	184 hours	.0885
After 19 years	192 hours	.0923
After 20 years	200 hours	.0962

The maximum vacation balance a Technologist may have at any given time is the MAXIMUM HOURS ACCRUED PER YEAR based on the Technologist's YEARS as indicated in the grid above.

12.2. **Vacation Anniversary.** Eligibility for vacation will be determined as of the anniversary date of employment. Continuous service will be measured from the last date of entrance into the service of the Hospital.

12.3. **Prorated Vacation.** A Technologist who has been employed continuously in the Hospital for six months will receive a prorated vacation with pay.

12.4. **Resignation Notice.** Vacations will be considered earned and will be paid on termination of employment after six months of continuous service. A Technologist who has completed six months or longer of continuous service in the Hospital, including a Technologist on a leave of absence otherwise qualifying, will receive terminal vacation pay prorated from the schedule in Section 12.1 provided that the Technologist gives the Hospital a one month written notice in case of voluntary termination of employment.

12.5. **Vacation Carry-Over.** Earned vacation will normally be taken within a 12 month period following the anniversary date when such vacation was earned. Upon the Hospital's agreement, a Technologist may carry-over vacation as described in the Hospital's vacation policy.

12.6. **Vacation Donation Plan.** The parties may, by mutual agreement, establish a voluntary vacation donation plan.

13. SICK LEAVE

13.1. **Sick Leave Accumulation**. A Technologist will earn sick leave at the rate of one day for each month of continuous employment until a maximum of 90 days of sick leave have been earned and accumulated. Sick leave will be paid to a Technologist during a period of illness up to the maximum provided herein.

13.2. **Verification of Illness**. In order to receive payment for sick leave, a Technologist must furnish satisfactory proof of sickness, including a physician's certificate, when such proof is requested by the Hospital in advance of the Technologist returning to work.

13.3. **Work-Related Illness**. A Technologist who does not have accumulated sick leave and who is directed by the Hospital to miss work because of an exposure to a work-related contagious disease will be paid by the Hospital for the first three calendar days of scheduled hours missed from work.

14. PAID TIME OFF

Negotiations for a paid time off program ("PTO Program") may take place during the term of the Contract by mutual agreement between the Association and an individual Hospital or Hospital system interested in establishing such a program. The PTO Program would be structured to substitute a specific number of days off in lieu of the existing vacation, holiday, and sick leave provisions contained in this Agreement.

15. LEAVES OF ABSENCE

15.1. **Personal Illness.** A leave of absence without pay will be granted to a Technologist for personal illness, after the period of accumulated sick leave has expired, for a period of up to 90 calendar days. Vacation benefits and length of service increments will continue to accrue. The Hospital will not permanently fill the Technologist's position during the period of leave of absence.

15.2. **Critical Illness or Death in the Immediate Family**. A leave of absence without pay will be granted to a Technologist for critical illness or death in the immediate family for a period of up to 90 calendar days. Immediate family in this Section 15.2 includes: parents, brothers, sisters, sons, daughters, husbands, and wives. Length of service benefits will not accrue, but will remain the same as at the time of beginning the leave. The Hospital will not permanently fill the Technologist's position during the period of leave of absence.

15.3. **Bereavement**. A leave of absence of three days without loss of pay will be granted to a Technologist in case of a death in the family for the purpose of attending the funeral or memorial service of the deceased. Such leave will be the day of the funeral, the day before and the day after, unless different days are mutually agreed upon between the Technologist and the Hospital. Family in this Section 15.3 includes the following: parents, parents-in-law, step-parents, brothers, step-brothers, sisters, step-sisters, sons, step-sons, daughters, step-daughters, grandparents, grandchildren, spouse, and those who are under the Technologist's court-appointed legal guardianship. If the funeral is at least 300 miles from the Hospital, one additional day without loss of pay will be granted.

15.4. **Maternity**. A leave of absence without pay will be granted to a Technologist for maternity for a period of up to one calendar year as mutually agreed upon between the Technologist and the Hospital. Vacation benefits and length of service increments will continue to accrue during the first 90 calendar days of the leave. Upon returning from leave, the Technologist will be returned to her previous classification.

15.5. **Paternity and Adoption Leave.** A leave of absence without pay will be granted to a Technologist for paternity or adoption for a period of up to six calendar weeks mutually agreed upon between the Technologist and the Hospital. Vacation benefits and length of service increments will continue to accrue during the leave. Upon returning from leave, the Technologist will be returned to his/her previous classification. In addition, the Hospital will reimburse the adoption expenses incurred by the Technologist under the same terms and conditions offered to the non-contract employees in the Hospital's adoption assistance program.

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

15.7. **Federal and State Laws**. If any federal or state laws provide for leaves of absence for periods greater than those provided in Sections 15.1 through 15.5, then the periods provided by law will govern.

15.8. **Minnesota Paid Family and Medical Leave.** Effective January 2026, or as soon thereafter as the Minnesota Paid Family Leave and Medical Leave Law (MNPFM) becomes effective, eligible employees covered by MNPFML will be granted paid leave consistent with the requirements of the law and consistent with the Employer's policies.

Effective January 1, 2026 (or as soon thereafter as the law goes into effect) the Employer will pay fifty percent (50%) of the premiums required by Minnesota Statute §268B.14, subd.3 and employees will pay fifty percent (50%) of the premiums though payroll deduction from their wages to the extent that any such premiums are payable due to work performed in Minnesota, pursuant to Minnesota law.

All Leaves, whether paid or unpaid, and whether covered by FMLA, MNPFML, or as provided by this Agreement, will run concurrently to the extent permitted by law.

16. JURY DUTY

A Technologist will be granted a leave of absence with pay for jury duty for up to two weeks. Pay for jury duty will be based on a Technologist's regular straight time rate of pay, less the amount received for jury duty. Anything beyond two weeks will be considered on an individual basis and determined by the Hospital.

17. REST PERIODS

17.1. **Duration**. A Technologist will be allowed one 15-minute rest period for each four hours of scheduled work without any loss of pay.

17.2. **Plan Development**. The Labor-Management Committee at the individual Hospital or Hospital system will develop a plan to insure that all Technologists receive their allowed rest periods**.**

18. EDUCATIONAL DEVELOPMENT

It being the mutual purpose of the Association and the Hospital to encourage each Technologist to continue and pursue his/her professional interest and education in Radiologic Technology:

18.1. **Employer Required Education**. The Hospital will pay the cost of any post graduate education or training programs which are required by the Hospital.

18.2. **Tuition Reimbursement.** The Hospital will pay a Technologist regularly scheduled to work 40 hours or more per pay period 100% tuition reimbursement for tuition, required fees, and books up to $2,000 per year for educational course work at an accredited institution. Payments will be subject to the following:

a. The Hospital's designated representative must approve the proposed course or sequence of studies as having a reasonable relation to the Technologist's professional employment.

b. The Technologist must sign a certificate that he/she will continue to work at the Hospital for at least one year after the completion of the course or sequence of studies.

c. Payment will be made upon satisfactory completion of such course for which reimbursement has been requested. Provided, nevertheless, that the Technologist will repay to the Hospital any reimbursement that has been paid hereunder to the extent that the Technologist does not continue to make himself/herself available to return to work at the Hospital for at least one year after completion of the course of sequence of studies.

18.3. **Continuing Education.** A Technologist regularly scheduled to work 40 hours or more per pay period may use up to $500 per year of the $1,700 maximum amount for educational seminars, workshops, and advanced certification; including books, materials, certification fees, and professional memberships (such as the American Society of Radiologic Technologists) and will be subject to Section 18.2 a.

19. HEALTH SERVICE

19.1. **Employment and Annual Physical.** A physical examination, including a Mantoux test and/or chest X-ray, if indicated, will be given a Technologist within one week of his/her employment and repeated annually without cost to the Technologist. The Technologist will be given a report of the examination, and a confidential record will be kept by the Hospital.

19.2. **HIV Testing**. HIV testing will be performed according to the Center For Disease Control (CDC) guidelines plus such additional tests as may be mutually agreed upon between the Technologist and the Hospital.

20. INSURANCE BENEFITS

20.1. **Hospitalization Insurance.** The Hospital will provide a Technologist the benefits contained in the Hospital's Group Hospitalization and Medical Insurance Program existing from time to time. The following provisions will apply for a Technologist electing such coverage:

a. The Hospital will pay 85% of the monthly premium amount toward the cost of single coverage for a Technologist regularly scheduled to work 40 hours or more per pay period.

b. The Hospital will pay 70% of the monthly premium amount toward the cost of single plus one or family coverage for a Technologist regularly scheduled to work 40 hours or more per pay period.

20.2. **Life Insurance**. The Hospital will provide and pay the full cost of a group term life insurance program for a Full-time and a Part-time Technologist regularly scheduled to work at least 20 hours per week or 40 hours per pay period (.5 Full Time Equivalent). The plan will include the following basic provisions:

a. The amount of coverage will be $60,000 or one times your annual base salary to a maximum of $75,000 whichever is greater.

b. A Technologist will be covered by the plan on the first day of the month following the completion of the first 60 calendar days of employment.

c. Coverage is subject to benefit reductions post age 65.

d. Eligibility for benefits and all payments hereunder will be subject to the terms and provisions of the insurance contract establishing the group term life insurance plan. Copies of the insurance contract will be furnished to the Association, and Summary Plan Descriptions will be provided to the Association and to all eligible Technologist.

20.3. **Long-Term Disability.** The Hospital will provide and pay the full cost of a long-term disability insurance program for a Full-time and a Part-time Technologist regularly scheduled to work at least 32 hours per week or 64 hours per pay period (.8 Full Time Equivalent). The basic provisions of the plan will include the following:

a. A Technologist will receive 60% of covered monthly compensation, up to a maximum of $4,000 per month of such compensation. Covered monthly compensation will be the Technologist's regular monthly salary as set forth in Section 5 of this Agreement. Monthly payments will be offset by any payments arising from the Technologist's employment, received by the Technologist or dependents under the Federal Social Security Act, under the Minnesota Worker's Compensation Act and under any employer-sponsored pension plan.

b. The Technologist will be covered under the terms and provisions of the Hospital's non-contract employee long-term disability insurance plan. It is recognized that the long-term disability plan, benefit costs, and Hospital contribution may change during the course of this Agreement. If any changes to the long-term disability plan are considered by the Association to be a significant restructuring of the long-term disability plan or a major change in the Technologist's benefits, the Hospital agrees to re-negotiate the terms and provisions of the long-term disability plan with the Association.

c. A Technologist will be covered by the plan on the first day of the month following the completion of the first 60 calendar days of employment.

d. Benefit payments will commence after a qualifying period of 90 days of disability.

e. Eligibility for benefits and all payments hereunder will be subject to the terms and provisions of the insurance contract establishing the long-term disability plan. Copies of the insurance contract and any amendments will be furnished to the Association, and Summary Plan Descriptions will be provided to the Association and to all eligible Technologists.

20.4. **Dental Insurance**. The Hospital will provide and pay the full cost of a group term dental insurance program for a Full-time and a Part-time Technologist regularly scheduled to work at least 20 hours per week or 40 hours per pay period (.5 Full Time Equivalent). The plan will include the following basic provisions:

a. The Technologist will be covered under the terms and provisions of the Hospital's non-contract employee dental insurance plan. It is recognized that the dental plan, benefit costs, and Hospital contribution may change during the course of this Agreement. If any changes to the dental plan are considered by the Association to be a significant restructuring of the dental plan or a major change in the Technologist's benefits, the Hospital agrees to re-negotiate the terms and provisions of the dental plan with the Association.

b. A Technologist will be automatically covered by the plan on the first day of the month following three months of employment with the Hospital.

c. Eligibility for benefits and all payments hereunder will be subject to the terms and provisions of the insurance contract establishing the group dental insurance plan. Copies of the insurance contract will be furnished to the Association, and Summary Plan Descriptions will be provided to the Association and to all eligible Technologists.

d. The Hospital will offer family coverage to the Technologist. The Technologist will pay the additional premium for this coverage.

20.5. **Short Term Disability.** A Short Term Disability plan will be offered to employees at their own expense.

20.6. **Annual Benefit Enrollment Information**. Annual benefit enrollment information will be furnished to the Association in the same time period and in the same format as it is provided to all eligible Technologists.

21. PENSION BENEFITS

21.1. **Terms and Provisions**. Effective September 1, 1980, an eligible Technologist will be covered under the terms and provisions of the Hospital's non-contract employee pension benefits plans (as defined in the Employee Retirement Income Security Act of 1974, as amended) as it may be amended from time-to-time in the sole discretion of the Hospital. There will be no obligation on the part of the Hospital to negotiate with respect to any changes that may take place in said plan, and the Association hereby waives any right to receive notice of changes or to negotiate regarding such changes. The Hospital will send a written notice to the Association of any changes which will be made to the pension benefits plan. No benefit credit for past service prior to September 1, 1980, will be given, when a Technologist is covered by the provisions of the Hospital's pension plan. Nothing in this Section will affect the rights or benefits of a Technologist who was covered under the plan prior to this Agreement.

21.2. **Prior Service**. Service prior to September 1, 1980, will be recognized only for the purpose of determining eligibility to participate and the extent of vesting. Benefits or accrual of benefits under the plan will be based only on service on and after September 1, 1980, subject to the terms of the plan.

22. PART-TIME TECHNOLOGISTS

22.1. **Rate of Pay**. A Part-time Technologist will receive the hourly rate of pay as provided in Section 5. In addition, a Part-time Technologist will receive salary increments as described in Section 5 to be credited on the basis of one year's credit for each 2,080 hours worked.

22.2. **Holiday Pay.** The recognized holidays for the purpose of determining holiday pay for a Part-time Technologist are: January 1, Memorial Day, July 4, Labor Day, Thanksgiving Day, and December 25 ("Holiday(s)"). For purposes of this Section, January 1 or December 25 will be deemed to extend over a 32 hours period beginning from the start of the evening shift prior to the designated day. A Part-time Technologist working on January 1 or December 25 will be paid at the rate of 1½ times his/her regular rate of pay for all hours worked in addition to the regular payment on such days. A Part-time Technologist working on any of the other Holidays designated in this Section will receive, in addition to the regular payment for hours worked on such Holidays, one additional hour at the regular rate of pay as Holiday pay for each hour worked, up to a maximum of eight hours Holiday pay. All Holidays are recognized on the actual date as stated in this Section.

22.3. **Working an Additional Holiday Shift**. A Technologist working an additional shift (four or eight hours) on any of the Holidays designated in Section 22.2 will receive the respective pay as provided for in Section 22.2 for that Holiday up to a maximum of 16 hours. This Section will not be applicable to a Technologist paid on-call off premises hours, a Technologist called to work for less than an additional shift while on-call or a Technologist who works overtime hours on that Holiday.

22.4. **Part-Time Benefits**. A Part-time Technologist regularly scheduled to work at least 20 hours or more per week or 40 hours per pay period (.5 Full Time Equivalent) will receive the following benefits:

a. Sick leave benefits will be earned at the rate of eight hours for each 173.3 hours worked until 720 hours of sick leave have been earned and accumulated.

b. A Part-time Technologist who has been employed continuously in the Hospital for six months or more will receive a prorated vacation based on the Technologist's actual hours worked per two-week pay period from the date of hire. Refer to the schedule in Section 12.1 for the maximum vacation accrual rate.

c. A Part-time Technologist will be granted three personal days off at the start of each contract year to be used in that contract year at a time mutually agreed upon between the Technologist and the Hospital. A newly hired Part-time Technologist will be entitled to take three personal days off to be used in that contract year immediately upon employment provided the Part-time Technologist has started working prior to March 1st. A newly hired Part-time Technologist who was hired on March 1 or after in that contract year will be entitled to take two personal days off to be used in that contract year immediately upon employment.

d. Hospitalization insurance coverage will be as provided for in Section 20.1.

e. Life insurance coverage under a group term life insurance program as provided for in Section 20.2.

22.5. **Long-Term Disability**. A Part-time Technologist regularly scheduled to work at least 32 hours per week or 64 hours per pay period (.8 Full Time Equivalent) will receive long-term disability insurance coverage as provided in Section 20.3.

23. CASUAL TECHNOLOGISTS

23.1. **Rate of Pay**. A Casual Technologist will receive the hourly rate of pay as provided in Section 5. Upon completion of department training, as determined by the employer, a Casual Technologist will be placed at the top of their modality's wage scale, plus an additional $1.00/hr. Prior to completing this training, a casual part time technologist will be placed in their modality's wage scale at the appropriate experience level.

23.2. **Holiday Pay**. The recognized holidays for the purpose of determining holiday pay for a Casual Technologist are: January 1, Memorial Day, July 4, Labor Day, Thanksgiving Day, and December 25 ("Holiday(s)"). For purposes of this Section, January 1 or December 25 will be deemed to extend over a 32 hours period beginning from the start of the evening shift prior to the designated day. A Casual Technologist working on January 1 or December 25 will be paid at the rate of 1½ times his/her regular rate of pay for all hours worked in addition to the regular payment on such days. A Casual Technologist working on any of the other Holidays designated in this Section will receive, in addition to the regular payment for hours worked on such Holidays, one additional hour of regular rate of pay as Holiday pay for each hour worked, up to a maximum of eight hours Holiday pay. All Holidays are recognized on the actual date as stated in this Section.

23.3. **Working an Additional Holiday Shift**. A Technologist working an additional shift (four or eight hours) on any of the Holidays designated in Section 23.2 will receive the respective pay as provided for in Section 23.2 for that Holiday up to a maximum of 16 hours. This Section will not be applicable to a Technologist paid on-call off premises hours, a Technologist called to work for less than an additional shift while on-call or a Technologist who works overtime hours on that Holiday.

23.4. **Benefits**. Except as otherwise provided, a Casual Technologist will not be entitled to any benefits.

24. TEMPORARY TECHNOLOGISTS

The Hospital may employ a Temporary Technologist to fill a vacancy caused by leave of absence, vacation or other reasons for a maximum period of 90 calendar days. A Technologist so employed will receive the applicable rate of pay provided by this Agreement, but will not otherwise be covered by the terms of this Agreement or receive any fringe benefits provided herein. If the Temporary Technologist is continued in employment as a permanent employee, the Technologist's seniority and anniversary date will revert back to the original date of employment. The Technologist will receive credit for vacation purposes from the original date of employment and will be credited with the appropriate sick leave accumulation from the initial date of employment.

25. SUCCESSORS AND ASSIGNS

This Agreement will be binding upon any successors or assigns of the Hospital, and no terms, obligations and provisions herein contained will be affected, modified or changed in any respect whatsoever by the whole or partial consolidation, merger, sale, transfer or assignment of the Hospital or affected, modified, altered or changed in any respect whatsoever by any change of any kind of the ownership or management of the Hospital.

26. LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee will be established within each individual Hospital or Hospital system. The purpose of the Labor-Management Committee will be to consider issues of mutual concern, to build trust and understanding, and improve communications.

27. CONFIRMATION OF EMPLOYMENT

The Hospital will provide the Technologist a written confirmation of employment at the time of hire. Such confirmation will contain the Technologist's starting classification, salary and increment level, any credit assigned for prior experience, shift rotation, and whether the Technologist is Full-time, Part-time or Casual.

28. PROBATIONARY PERIOD

28.1. **Probationary Period**. The first 90 calendar days of employment will be a probationary period, during which time a Technologist may be discharged at any time with or without cause.

28.2. **Notice to the Association.** The Hospital will give the Association five days written notice of any extension of a Technologist's probation period.

29. BULLETIN BOARDS

The Hospital will provide bulletin board spaces to be used by a Technologist for posting meeting notices. For any other use of the bulletin board, permission must be obtained from the Hospital.

30. CHANGE OF STATUS

A Technologist who has changed from a Full-time to a Part-time status or vice versa will retain accumulated sick leave, vacation and length of service for determining salary increments. Credited vacation standing earned as a Part-time Technologist who has changed to a Full-time Technologist will be determined on the basis of credit for one year of service for each 2,080 hours on duty.

31. JOB POSTING

31.1. **Posting and Selection**. Job classification openings will be posted using the then current method for job postings utilized by the Hospital for a period of five calendar days. The most senior applicant within the job classification who meets the minimum qualifications and who has applied for the job within the posting period will be awarded the position. A Technologist who has received a discipline/corrective action at a written warning/advisement level or higher in the last twelve months immediately preceding the posting of the position is not eligible to apply for the open position. The limitation on discipline/corrective action may be waived upon agreement of the Hospital. If a vacancy occurs in a higher rated classification and the Hospital elects to train a Technologist to fill such vacancy, notice of the opening will be posted and filled consistent with the above process and the position will be awarded to the most senior Technologist determined under Section 36.2 (Seniority Hours) who most closely meets the minimum qualifications and has the aptitude and ability to learn the position.

31.2. **Promotion Denial**. A Technologist who is not selected for a promotion may request a verbal and/or written explanation from the Hospital regarding the reasons why the Technologist was not selected. The written and/or verbal explanation will include specific recommendations for the Technologist to improve his/her skills for future promotion opportunities.

31.3. **Notice of Training Period Extension**. The Hospital will have the right to extend the Technologist's training period and will provide the Technologist and the Association with a five day written notice of such extension.

31.4. **Performance Standards**. If a Technologist does not meet the department's written competency standards for the higher-rated classification after completion of the 90 calendar day training period, then all efforts will be made to provide the Technologist continued employment based on department needs. Each department must have clearly defined competency standards.

31.5. **Salary Increases.** A Technologist who is promoted from one classification to another will be paid the appropriate salary pursuant to Section 5 for the classification to which he/she has been promoted based upon his/her total length of service in the Hospital and will thereafter receive appropriate length of service increases within the classification to which he/she has been promoted on the Technologist's anniversary date of employment. A Part-time Technologist's increase will be based on total hours accumulated as provided in Section 22.1.

31.6. **Previous Experience**. The provisions of this Section will not be applicable in the event the Hospital elects to fill the higher-rated classification opening with a qualified Technologist.

32. WORKING IN A HIGHER-RATED CLASSIFICATION

32.1. **Job Descriptions**. The parties have agreed to the job descriptions covering the classifications of work included in this Agreement.

32.2. **Higher-Rated Classification Pay**. Except as provided in Section 31.3, a Technologist who regularly and consistently works 50% or greater than his/her time in a higher-rated classification will be classified in such higher-rated classification. A Technologist who works less than 50% of his/her time in a higher-rated classification will be paid his/her rate for that higher-rated classification for actual hours worked. "Regularly and consistently works" and "hours worked", for the purposes of this Section, will not include the time worked covering for lunches or other breaks.

33. EXPENSE REIMBURSEMENTS

If a Technologist is required by the Hospital, to travel from the Hospital to another location subsequently the Technologist will be compensated at his/her hourly rate of pay for the travel time, and will be paid a mileage allowance and parking expenses in accordance with the Hospital practice.

34. RESIGNATION NOTICE

A Technologist who has completed six months or longer of continuous service in the Hospital, including a Technologist on leave of absence otherwise qualifying, will receive terminal vacation pay prorated from the schedule in Section 12.1 provided that the Technologist give the Hospital one month written notice in case of voluntary termination of employment.

35. DISCIPLINE

35.1. **Just Cause**. A Technologist will not be disciplined except for just cause. Disciplinary action will include but is not limited to the following: verbal warning, written warning, suspension, and termination. Disciplinary actions may be taken in any order based on the specific circumstances. Verbal and written disciplines can only be grieved up through Step Two of the grievance procedure in Section 37. If a discharged or suspended Technologist is reinstated, it will be without loss of fringe benefits. Copies of all written discipline actions by the Hospital will be provided to the Technologist.

35.2. **Representation**. A Technologist participating in an investigatory meeting that reasonably could lead to a disciplinary action will be advised in advance of the meeting and of its purpose. At any meeting where any disciplinary action may be taken, the Hospital will advise the Technologist of his/her right to have an Association representative present at the meeting.

35.3. **Use of Past Disciplinary Actions**. With the exception of disciplines related to discrimination, harassment, Health Insurance Portability and Accountability Act (HIPAA) or other

legal/regulatory requirements, disciplines greater than five years will not be used for purposes of termination if no disciplines have been administered in the past five years.

35.4. **Process**. The Hospital will be required to discuss or address the disciplinary issue with the Technologist within 30 days following the day the Department Management becomes aware of the issue.

35.5. **Notice to the Association**. The Hospital will notify the Association office by mail, fax or e-mail within three days (Monday through Friday) following the suspension or discharge of a Technologist. The notice will include the Technologist's name, action, and date of action.

36. SENIORITY, LOW NEED, AND LAYOFF

36.1. **Length of Service**. Seniority for determining the rate of pay under Section 5 for a Full-time Technologist will mean continuous length of service with the Hospital, and no Technologist will lose seniority by reason of layoff or transfer to another classification of work covered by this Agreement. A Technologist who transfers from a bargaining unit to a non-bargaining unit position will retain all accumulated seniority up to the date of transfer if the Technologist subsequently returns to a bargaining unit position without a break in service at the Hospital.

36.2. **Seniority Hours**. Effective September 1, 1993, seniority for determining layoffs, and for all other purposes under this Agreement except as provided in Section 36.1, will be based on total compensated hours since the most recent date of employment with the Hospital up to a total of 2,080 hours for each year worked. On premise on-call hours will be counted as compensated hours but on-call off premise hours will not be counted. Voluntary low need hours will be counted as compensated hours. Overtime hours will be counted as a compensated hour for each hour of overtime worked. The Hospital will post a seniority list each calendar quarter in the department. The Hospital will provide the association with a monthly seniority report run corresponding with the end of a pay period.

36.3. **Separate Seniority Lists**. There will be a separate seniority list for each classification for all Technologists. A Technologist changing from one classification to another will carry over previously accrued compensated hours and be placed in the appropriate position on the seniority list in the new classification.

36.4. **Low Need**. When the Hospital has a need to temporarily reduce hours in a work area, the Hospital may follow the order outlined below or a mutually agreeable alternative process:

a. **Overtime**. Overtime shifts or hours on the affected shift in the work area will be cancelled first by reverse seniority provided that the remaining Technologists are currently qualified and properly oriented to perform the available work.

b. **Voluntary Low Need**. Thereafter, voluntary low need shifts or hours will be requested from Technologists on the affected shift in the work area by seniority if practicable provided that the remaining Technologists are qualified and properly oriented to perform the available work. These voluntary low need hours will count for purposes of rotating the low need as equitably as practicable amongst the Technologists as required in Section 36.4 f.

c. **Casual Hours**. Casual Technologists working extra shifts or hours on the affected shift in the work area will be reduced before any regularly scheduled Technologist.

d. **Extra Shifts**. Part-time Technologists working extra shifts or hours on the affected shift in the work area will be reduced before any regularly scheduled Technologist.

e. **Cancellations**. The cancellation of overtime and extra shifts will not count toward mandatory low need hours.

f. **Mandatory Low Need**. If the needed reduction is not accomplished by the above steps, Technologists on the affected shift in the work area will be required to take mandatory low need shifts or hours on a rotating basis by seniority provided that the remaining Technologists are currently qualified and properly oriented to perform the available work. The rotation will start with the least senior Technologist on the affected shift in the work area assigned mandatory low need. All of the voluntary low need hours will count for purposes of rotating the low need as equitably as practicable amongst the Technologists. If the least senior Technologist(s) on the affected shift in the work area has previously been assigned mandatory low need, then the next least senior Technologist will be assigned the mandatory low need with the low need to be shared as equitably as practicable amongst the Technologists as determined by the Hospital. If a Technologist in a work area has exceeded 56 hours of mandatory low need hours in a contract year, the Hospital agrees to meet with the Association to review, analyze, and evaluate the need for a schedule change, a layoff or continued low need in the affected area.

g. **Record Keeping**. The Hospital will maintain a daily record keeping system that shows the number of mandatory low need hours assigned to each Technologist. An up-to-date seniority list for assigning mandatory low need hours will be kept by the Hospital. Copies of the records will be available to the Technologist in his/her work area and the Association upon request.

h. **Benefits**. A Technologist will continue to accrue benefits and seniority hours for all low need hours. A Technologist will have the option to use his/her vacation when assigned low need hours.

i. **Advance Notice**. A Technologist who is being assigned a mandatory low need shift by the Hospital will be given a minimum of one and one-half (1½) hour notice prior to the beginning of the shift. Notice will be considered given by calling the Technologist at his/her primary phone number.

j. **Reporting to Work**. If a Technologist reports to work and is assigned mandatory low need hours then the Technologist will be given the opportunity to work a minimum of two hours, or if not given the opportunity to work two hours receive two hours of pay in lieu thereof.

36.5. **Layoff Procedure**. In making staff reductions, the Hospital will determine the area to be reduced and the number of positions affected. The Hospital will confer with the Association regarding staffing reductions. Layoffs will then be in reverse order of seniority within the area and classification being reduced provided that the more senior Technologist has the necessary qualifications to perform the required work. The Hospital will give the Association and the Technologist a 14 calendar day written notice in advance of any layoff. If the Hospital determines the need to restructure the Radiology Department, the Hospital agrees to meet and confer with the Association regarding the restructuring and potential rebidding process.

36.6. **Recall**. A Technologist will be recalled to work in the reverse order of layoff. A Technologist who is not recalled within one year of layoff will lose all seniority rights. The Hospital will give the Association a 14-calendar day written notice after a Technologist is recalled.

36.7. **Merger or Consolidation**. If a layoff occurs after a merger or consolidation, the parties will meet and negotiate the seniority status of Technologists prior to any actual layoff. If no agreement is reached, the issue will be submitted to arbitration. Any negotiations or arbitrations conducted under this Section will be on a Hospital-by-Hospital basis.

37. GRIEVANCE PROCEDURE

37.1. **Grievance Steps**. Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement will be handled in accordance with the following procedures:

a. **Step One**. The Technologist will informally discuss the grievance with the Technologist's immediate supervisor.

b. **Step Two**. If the grievance is not resolved at the time of the Step One informal discussion, it will be reduced to writing; it will specify in detail the alleged violation of the Agreement and will be submitted to the Hospital's human resources department. The written grievance must be submitted to the Hospital within 45 calendar days following the date of occurrence. A grievance relating to pay will be timely if received by the Hospital within 45 calendar days after the payday for the period during which the grievance occurred. Within 12 working days following receipt of the grievance by the Hospital, representatives of the Hospital and the Association will meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement. The Hospital will provide a written response to the Association within ten calendar days of the Step Two Meeting date.

c. **Step Three**. If the grievance is not resolved in Step Two, then either party may request non-binding mediation to settle the grievance by giving written notice within 10 calendar days following the Step Two Meeting dates. If the other party does not agree to non-binding mediation within five days from receiving written notice, then the unresolved grievance may be referred to arbitration as provided for in Step Four. All mediation hearings will be conducted by and in accordance with the rules of either the Federal Mediation Conciliation Service or the Minnesota Bureau of Mediation Service.

d. **Step Four**. If the grievance is not resolved in Step Two or Step Three, then either party may refer the matter to arbitration. Any demand for arbitration will be in writing and must be received by the other party (i) within 25 calendar days after the Step Two Meeting if the parties did not agree to mediate the grievance and (ii) within 10 calendar days after the last date the parties met with the mediator, if the parties did agree to mediation.

37.2. **Arbitrator Selection**. The Hospital and the Association will attempt to agree on a neutral arbitrator, who will hear and determine the dispute. If no agreement is reached, the arbitrator will be selected from a list of nine neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service.

37.3. **Arbitrator's Award**. The authority of the arbitrator will be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator will have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator will be confined to the issues raised in the written grievance, and the arbitrator will have no power to decide any other issues. The award of the arbitrator will be made within 30 calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator will be divided equally between the Hospital and the Association. The award of the arbitrator will be final and binding upon the Association, the Hospital and the individual Technologist filing the grievance.

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

38. NO STRIKES OR LOCKOUTS

There will be no strikes or lockouts of any kind whatsoever during the term of this Agreement. The prohibition against strikes and lockouts will be absolute and will apply regardless of whether the dispute is subject to arbitration under the grievance arbitration provisions of Section 37.

39. BREAKAGE

It is not the policy of the Hospital to charge a Technologist for accidental breakage of Hospital property.

40. SERVICE FEES AND MONTHLY DEDUCTIONS

40.1. **Payment of Fees or Dues**. A Technologist will, as a condition of employment, pay to the Association a one-time initiation fee and a service fee in an amount determined by the Association, which will be reasonably related to the actual costs incurred by the Association for the negotiation and administration of this Agreement. Payments required under this Section will be due the first pay period of the month following the completion of the first 30 days of employment and on each pay period thereafter. Failure of a Technologist to pay the service fee will be grounds for immediate dismissal.

40.2. **Payroll Dues Deductions**. For the period from the execution of this collective bargaining agreement through the date of its expiration under Section 42 – Term of Agreement, the Hospital agrees to deduct Association dues and initiation fees, or comparable enrollment and service fees for employees electing not to become Association members, from the wages of employees in the bargaining unit who voluntarily provide the Hospital with a written authorization to make such deductions. The Hospital's obligation to continue to deduct Association dues and initiation fees or comparable enrollment and service fees, as provided for above, shall terminate as of the stated expiration date of this collective bargaining agreement in Section 42 – Term of Agreement, unless

the Association and the Hospital mutually agree in writing to extend the current collective bargaining agreement beyond that date, in which case the Hospital's obligation to deduct union dues and fees shall terminate as of the expiration of the contract extension. The Hospital shall have no obligation to deduct Association dues and initiation fees or comparable enrollment and service fees (or remit such deductions to the Association) after the expiration of this Agreement or any contract extension(s). The "written authorization" described above shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. Withheld amounts will be forwarded to the designated Association office for each calendar month, by the 20th of the calendar month following the actual withholding, together with a record of the amount and those for whom deductions have been made. If a dispute occurs between the Association and a Technologist over this deduction, the Association will hold the Hospital harmless for the payments made and will handle the dispute without cost to the Hospital.

40.3. **Association Lists**. The Hospital will furnish the Association with quarterly lists of Technologists within the bargaining unit, which will include the Technologist's name, address, classification, scheduled hours per pay period, hire date, salary hours, seniority hours, and seniority date, together with a monthly update of Technologists which will include new hires, terminations, status, scheduled hours per pay period, classification, name changes, and address changes.

41. DRUG AND ALCOHOL TESTING POLICY

41.1. **Policy Adoption**. The Hospital will adopt the Drug and Alcohol Testing Policy set forth in 41.3.

41.2. **Initial Implementation**. In the case of "reasonable suspicion" testing, as provided in the Policy, the Employer agrees that the decision to request or require a drug and/or alcohol test of an employee generally will not be made solely by the direct supervisor of an employee, except in situations where it is not practicable to do otherwise.

a. The Employer will provide a representative of the Association with the opportunity to tour the facilities it will use for the drug and/or alcohol testing process prior to implementing the Policy. To exercise this right, a representative of the Association must contact the Employer within 20 calendar days of the date of this Agreement. If this contact is not made within the 20-day period, the Employer has no further obligation under this paragraph.

b. The Employer will hold at least one informational meeting concerning the Policy before it is adopted as to employees represented by the Association and will provide the Association with reasonable advance notice of the meeting.

c. The parties specifically understand and agree that in the event the Association or an employee represented by the Association believes that the requirements of paragraphs 3 or 4 above have not been satisfied, the sole remedy available as a result of a grievance filed to challenge the Employer's action is an order requiring that the specific deficiency be remedied. The parties further specifically understand and agree that disciplinary action taken by the Employer under Section 41.3 will not be invalidated or modified in any way by an arbitrator or otherwise on the basis that the Employer has not satisfied its obligations under paragraph 3 and/or 4 above.

41.3. **Policy**. The Hospital's Drug and Alcohol Testing Policy for employees is as follows:

a. **Purpose**. The Hospital is committed to maintaining a work environment, which is free from the influence of alcohol and/or illegal drugs to protect the health, safety and well being of our patients, employees and visitors. The Hospital has therefore adopted this Drug and Alcohol Testing Policy for employees. This policy is not intended as and should not be construed as a contract between the Hospital and any employee, except as required by applicable labor contracts.

b. **Policy**. The Hospital prohibits the use, possession, transfer, and sale of alcohol and/or illegal drugs while working, while on all premises owned or operated by the Hospital, and while operating any Hospital vehicle, machinery or equipment. It also prohibits reporting for work, and working anywhere on behalf of the Hospital under the influence of alcohol and/or illegal drugs. Violation of this policy may result in discipline, up to and including discharge. "Illegal drugs" means controlled substances, and includes prescription medications which contain a controlled substance and which are used for a purpose or by a person for which they were not prescribed or intended. This policy does not prohibit: (i) the moderate consumption of alcoholic beverages at Hospital-sponsored events, if any, where the Hospital has authorized alcoholic beverages to be served, and (ii) the possession of sealed bottles or cans of alcoholic beverages in employee vehicles on Hospital premises so long as this possession would be in compliance with state law if the vehicle were on a public street.

c. **Voluntary Disclosure**. Employees are encouraged to voluntarily disclose the excessive use of alcohol and/or illegal drugs before being confronted, tested or otherwise involved in drug and/or alcohol related discipline or proceedings. An individual who does so may be granted time off for treatment, rehabilitation, or counseling in accordance with applicable labor contracts or non-contract Hospital policies. Employees, who voluntarily disclose the excessive use of alcohol and/or illegal drugs before being confronted, tested or otherwise involved in drug and/or alcohol related discipline or proceedings will not be discriminated against because of this disclosure nor will the information, which is disclosed, be used as the sole basis for discipline.

d. **Scope**. This policy is applicable to all employees of the Hospital and its subsidiaries, except those employees subject to mandatory drug testing by federal law or regulation. Except as to the sale and transfer of alcohol and/or illegal drugs, this policy does not apply to an employee while on Hospital premises solely for the purpose of receiving medical treatment or visiting a person who is receiving medical treatment.

e. **Grounds For Testing**. Testing will be requested or required only under the circumstances described below. No test will be sought for the purpose of harassing an employee. All tests are conducted by a laboratory acceptable under State Law. No test will be conducted by a testing laboratory owned or operated by the Hospital. The laboratory will only notify the Hospital of the presence or absence of controlled substances and their metabolites and/or alcohol in the sample tested.

f. **Reasonable Suspicion**. An employee may be requested or required to undergo a drug and/or alcohol test if there is a reasonable suspicion that the employee: (i) is under the influence of alcohol and/or illegal drugs, (ii) has violated the policy statement above, (iii) has caused himself/herself or another employee to sustain a personal injury, (iv) has caused a work-related accident, or (v) has operated or helped operate machinery, equipment, or vehicles involved in a work-related accident.

g. **Treatment Program**. An employee may be requested or required to undergo drug and/or alcohol testing if the employee has been referred by the Hospital for chemical dependency treatment or evaluation. The employee may be requested or required to undergo drug and/or alcohol testing without prior notice during the evaluation or treatment period. In addition, any employee who is referred for chemical dependency treatment may be requested or required to undergo drug and/or alcohol testing without prior notice for a period of up to two years from the time of the referral for chemical dependency treatment.

h. **Notification**. Before requesting or requiring an employee to undergo drug and/or alcohol testing, the Hospital will provide the employee with a copy of this Drug and Alcohol Testing Policy and provide the employee with an opportunity to read the policy.

41.4. **Right To Refuse To Undergo Drug And Alcohol Testing And The Effect Thereof.** Any employee has the right to refuse to undergo drug and/or alcohol testing. An employee who refuses to be tested or whose behavior prevents meaningful completion of drug and/or alcohol testing will be subject to discharge or other disciplinary action in conformity with applicable labor contracts or non-contract Hospital policies. If an employee refuses to undergo drug and/or alcohol testing, no test will be administered.

41.5. **Rights In Case Of A Positive Test**. If the initial result on the drug and/or alcohol test is positive, the sample, which was tested, will be subject to a second, confirmatory test. No employee will be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation solely on the basis of an initial test result, which is positive. If the confirmatory test result is also positive, the employee may be subject to disciplinary action, up to and including discharge, in accordance with applicable labor contracts or non-contract Hospital policies with the following:

a. **First Positive Test Result On Confirmatory Test**. An employee will not be discharged based on a first time positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Hospital unless he or she has been given the opportunity to participate in a drug or alcohol counseling or rehabilitation program and has refused to participate or has failed to successfully complete the counseling program.

b. **Subsequent Positive Result On Confirmatory Test**. An employee who receives a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Hospital and who has previously received a positive result on a confirmatory test for alcohol and /or illegal drugs requested or required by the Hospital may be discharged, so long as a previous positive result occurred within the five preceding years. If the result of the confirmatory test is positive, an employee has the right to explain the reasons for the positive test and to request a confirmatory retest of the sample, to be conducted at the employee's expense. Any employee wishing to exercise these rights must do so within five working days. In the case of employees covered by a labor contract, additional internal appeal mechanisms may be available. If the initial result of the drug and/or alcohol test is negative or the confirmatory test result is negative, the employee is considered to have satisfactorily completed the drug and/or alcohol test.

41.6. **Additional Rights of Employees.** An employee who is requested or required to undergo drug testing will be provided with a copy of the test results upon request. An employee who is suspended without pay will be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

41.7. **Confidentiality.** The fact that an employee has been requested or required to take a drug and/or alcohol test, the result of the test, and information acquired in the alcohol and/or illegal drug testing process will be treated in a manner consistent with the Hospital's treatment of other private and confidential information concerning employees. Voluntary disclosure by an employee of the excessive use of alcohol and/or illegal drugs before being confronted, tested, or otherwise involved in drug and/or alcohol-related discipline or proceedings will also be treated in a manner consistent with the Hospital's treatment of other private and confidential information concerning employees. This information will not treatment of other private and confidential information concerning employees. This information will not be communicated by the Hospital to individuals inside or outside of the Hospital without the employee's consent except to those who need to know this information to perform their job functions, and as permitted or required by law or regulation.

42. TERM OF AGREEMENT

Except as otherwise provided, this Agreement will be effective as of September 1, 2025 and will be in full force and effect up to and including August 31, 2028, and will 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 no later than June 1, 2028.

IN WITNESS WHEREOF, the undersigned by their authorized representative have duly executed this Agreement to become effective on September 1, 2025:

Association of Diagnostic Imaging Technologists

By _____
Brett Johnson
President & CEO

North Memorial Health Care

By _____
Heather Dahle
Labor Relations Consultant

LETTER OF UNDERSTANDING #1:

REQUEST TO OPT OUT OF THE CALL ROTATION WITH 25 YEARS OF SERVICE

Association of Diagnostic Imaging Technologists and North Memorial Health Care agree that a Technologist with 25 years of uninterrupted service or more in a position covered by this agreement (HealthEast system wide service, Fairview Southdale Hospital, University of Minnesota Medical Center, Fairview – West Bank or service in that individual hospital) may request to opt out of the call rotation. A request from an eligible Technologist will be reviewed by the respective Labor-Management Committee ("LMC") to determine if it would be feasible within that Technologist's department. If the respective LMC determines that the patient care needs and staffing requirements could be met, then the other Technologists in the affected department will vote whether or not to approve the request. A majority vote of those Technologists voting will be required for approval. Any decision to allow an eligible Technologist to opt out of the call rotation will be reviewed at least annually by the department and may be rescinded as needed to meet changing needs. Any decision to rescind will be at the sole discretion of management and not subject to the grievance procedures.

Association of Diagnostic Imaging Technologists

By _____
Brett Johnson
President & CEO

North Memorial Health Care

By _____
Heather Dahle
Labor Relations Consultant

LETTER OF UNDERSTANDING #2

WAGE AND BENEFIT ASSESSMENT

It is in the general interest of North Memorial Health Care and the Association to be competitive in the marketplace and to effectively recruit and retain qualified Technologists.

North Memorial Health, and Association of Diagnostic Imaging Technologists (ADIT) and the Technologists represented by ADIT, believe that it is in their mutual interest to provide periodic assessments of wage, off premises on-call and benefit levels of ADIT represented Technologists as compared to the marketplace during the term of this Agreement.

The purpose of the marketplace assessments is to verify the competitive nature of the current contract. Should competitive variances be identified, representatives of the above-mentioned hospitals and the ADIT leadership will meet and discuss potential issues.

Association of Diagnostic Imaging Technologists

By _____
Brett Johnson
President & CEO

North Memorial Health Care

By _____
Heather Dahle
Labor Relations Consultant

LETTER OF UNDERSTANDING #3

ADVANCED CERTIFICATION

In the event that Advanced Certification is required by the Hospitals for any of the positions covered by this Agreement, the Hospitals agree to meet and discuss potential issues as per the Wage and Benefit Assessment Letter of Understanding.

Association of Diagnostic Imaging Technologists

By _____
Brett Johnson
President & CEO

North Memorial Health Care

By _____

Heather Dahle

Labor Relations Consultant

LETTER OF UNDERSTANDING #4

ALTERNATIVE WEEKEND PROGRAM- FULL TIME (1.0 FTE)

The basic workweek for Technologists on the Alternative Weekend Program shall be forty (40) hours per week. A Technologist shall be paid time and on-half (1-1/2) for all hours in excess of forty (40) hours per week. For purposes of determining eligibility for overtime only, a Technologist will be credited with thirty-two (32) hours of work for each twenty-four (24) hours worked under this Alternative Weekend Program. Further, a Technologist working in excess of her or his scheduled work day shall be paid time and one-half (1-1/2) for all excess hour worked except that hours worked in excess of twelve (12) consecutive hours in a work day shall be paid at the double time rate.

Association of Diagnostic Imaging Technologists

By _____
Brett Johnson
President & CEO

North Memorial Health Care

By _____
Heather Dahle
Labor Relations Consultant

LETTER OF UNDERSTANDING #5

Mandating Critical Shifts

It is understood that there are times when critical needs demand that management mandate the assignment of open shifts. When management determines this need, the following process will be followed:

1. Rotation will be in reverse order of seniority of available team members.
    a. Availability is based on approved vacations and team members already scheduled to work.
        i. Team members with approved time off are not available.
        ii. Consideration will be taken for those working another shift on the same day or with quick turnaround.
    b. Rotation means that once a Team Member is assigned a mandated shift, they will move to the end of the rotation. Full and part time Team Members will be on the rotation. Casual Part Time team members will not.
2. Shifts will be assigned without consideration of overtime.
3. Management will keep track of the rotation, including the dates that team members have been assigned a shift by this process. Team members will have access to this list for reference.
4. Whenever possible, mandates will be made with 14-Days of advance notice.
5. Short notice openings will follow the same process with as much notice as possible.

Association of Diagnostic Imaging Technologists

By _____
Brett Johnson
President & CEO

North Memorial Health Care

By _____
Heather Dahle
Labor Relations Consultant

LETTER OF UNDERSTANDING #6

MRSO MRI Technologist Role

This letter of understanding is between ADIT and North Memorial Robbinsdale Hospital. The intention of this LOU is to define our interest in creating an addendum to the current MRI job classification to include additional job duties for a MRSO (Magnetic Resonance Safety Officer). The compensation for the position will include permanent lead pay in addition to the wage rate appropriate for the years of experience on the MRI pay scale. (ADIT Contract Section 5)

This position is intended to be an MRI technologist who will participate in the regular duties of the department, in addition to being responsible for the duties of the MRSO.

- Certified MRSO within one year.
- A Registered Radiologic Technologist (ARRT) or equivalent with 5 years MRI experience.

Once the job description and salary guidelines are determined, the details will be reviewed by the Labor Management Committee.

The Hospital and ADIT agree to meet and review this position should any concern arise in the future.

Association of Diagnostic Imaging Technologists

By _____
Brett Johnson
President & CEO

North Memorial Health Care

By _____
Heather Dahle
Labor Relations Consultant

LETTER OF UNDERSTANDING #7

Premium Payment

WHEREAS, North Memorial ("Employer") and the Association of Diagnostic Technologists ("Union") are parties to a Collective Bargaining Agreement(s) (“Agreement(s)”) currently in effect ("the Parties") at North Memorial Robbinsdale Hospital

WHEREAS, there is an immediate need to retain select job classes that are represented by the Union

WHEREAS, the Parties desire to implement a premium payment, in addition to the shift differentials outlined in the collective bargaining agreement, for the following job classes: Cath Lab Technologists, Registered Cardiovascular Invasive Specialist, Mammography Technologists, Computer Tomography Technologists, Diagnostic Imaging Technologists, Magnetic Resonance Imaging Technologists, Interventional Technologists, and Multi-Specialty Technologists based on the terms indicated below:

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows:

1. **Premium payment**

   - Indicated premium payment amount will be applied to all hours worked on evening or night shifts, including straight time, overtime, and double time. Other compensated time such as vacation and sick time is not eligible for premium payment.
   - Individuals working in an Alternative Schedule will only be eligible for premium payment for hours worked outside of their regular schedule.
   - The Hospital may adjust the amount of premium payment at any time in its sole discretion.

2. **Amount of the premium payment**

   - Uniformly applied for all eligible Technologists:
   - Evening Shift - $6/hour
   - Night Shift - $8/hour

3. **Duration**
   - The premium payment will be in effect September 8, 2025, until the expiration of any current Agreement or until any other permanent adjustment to the any of the economic terms of the Agreement goes into effect – whichever is sooner.
   - The premium payment will occur on eligible hours worked during the same pay period in which the hours are worked.

NOW THEREFORE, THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

Association of Diagnostic Imaging Technologists

By _____
Brett Johnson
President & CEO

North Memorial Health Care

By Heather Dahle
_____
Heather Dahle
Labor Relations Consultant

ADIT
ASSOCIATION of DIAGNOSTIC IMAGING TECHNOLOGISTS
807 Broadway Street NE
Suite 127
Minneapolis, MN 55413
Office: 763-213-8252
Fax: 763-753-7463
ADITProfessionals.com