COLLECTIVE BARGAINING AGREEMENT

FOR

ASSOCIATION

OF

DIAGNOSTIC IMAGING TECHNOLOGISTS

and

UNITED HOSPITAL
Allina Health

October 29, 2024 - August 31, 2027

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COLLECTIVE BARGAINING AGREEMENT

This is an Agreement made and entered into the day and year hereinafter written, by and between the undersigned Allina Health ("Allina"), which owns and operates United 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 Employee** means an Employee who is regularly scheduled to work 80 hours per two-week pay period and is benefit eligible.

1.2 **Part-time Employee** means an Employee who is regularly scheduled to work less than 80 hours per two-week pay period.

1.3 **Casual Employee** means an Employee with a 0.0 FTE who is not regularly scheduled and is not benefit eligible.

1.4 **Per Diem Employee** means an Employee hired under a specific agreement between the Hospital and the Association who is paid a fixed wage rate per hour and will not be entitled to any benefits.

1.5 **Benefit Eligible Employee** means an Employee who is regularly scheduled to work 40 hours or more per two-week pay period.

1.6 **Non-Benefit Eligible Employee** means an Employee who is regularly scheduled to work less than 40 hours per two-week pay period.

1.7 **Radiologic Employees** means Cardiovascular Interventional Radiology Technologists, CT (Cat Scan) Technologists, Interventional Radiology Technologists, Mammography Technologists, MRI Technologists, Multi-Modality Diagnostic Imaging Technologists, and Radiologic Technologists.

1.8 **Other Technical Employees** means Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior.

2. RECOGNITION

Allina recognizes the Association as the exclusive bargaining representative for all regularly scheduled Full-time, Part-time, Casual, and Per Diem (a) Cardiovascular Technicians, (b) Cardiovascular Technicians Senior, (c) Cardiovascular Interventional Radiology Technologists, (d) CT (Cat Scan) Technologists, (e) Diagnostic Sonographers, (f) Dietary Technicians, (g), Instrument Room Coordinators, (h) Interventional Radiology Technologists, (i) Mammography Technologists, (j) MRI Technologists, (k) Multi-Modality Diagnostic Imaging Technologists, (l) Neurodiagnostic Technologists II, (m) Nuclear Medicine Technologists, (n) Occupational Therapy Assistants, (o) Physical Therapy Assistants, (p) Radiologic Technologists, (q) Respiratory Therapists, (r) Surgical Technologists, and (s) Surgical Technologists Senior excluding managers, supervisors, chief Radiologic Technologists, assistant chief Radiologic Technologists, and all other employees. The reference to "Employees" or the "Employee" in this Agreement will mean all of the bargaining unit Employees of the Hospital for the above-mentioned classifications. Changes made

to the position descriptions for any classifications will be discussed with the Labor-Management Committee.

3. MANAGEMENT RIGHTS

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

4. REGISTRATION AND CERTIFICATION

4.1 **Radiologic Employees**. The Hospital agrees to employ only those Radiologic Employees (Cardiovascular Interventional Radiology Technologists, CT (Cat Scan) Technologists, Interventional Radiology Technologists, Mammography Technologists, MRI Technologists, Multi-Modality Diagnostic Imaging Technologists, and Radiologic Technologists) who are graduates of a program of training approved by the accrediting body of the American Medical Association or such other recognized accrediting body and who have passed the examinations and are certified by the American Registry of Radiologic Technologists ("ARRT").

4.2 **Other Technical Employees**. The Hospital's licensing, registration, and certification requirements will apply to Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior.

4.3 **Validation of Certification**. The following will apply:

a. The Radiologic Employees will be responsible for providing the Hospital with the proof of ARRT registration annually, 10 days prior to the expiration date.

b. For Other Technical Employees listed in Section 4.2, he/she will be responsible for providing the Hospital with proof of registration and/or certification 10 days prior to the expiration date.

c. Failure to provide proof of registration and/or certification 10 days prior to the relevant expiration date will result in corrective action.

d. A loss of scheduled hours without pay will result if the Employee fails to produce documentation of the appropriate registration by the expiration date.

e. If the Employee fails to produce registration and/or certification after 21 calendar days of I its expiration date, then the Employee's employment with the Hospital will be terminated.

f. An Employee terminated from employment under this Section will not lose any earned benefits.

5. WAGES

5.1 **Minimum Hourly Rates**. The minimum hourly rates of pay for the classifications covered by this Agreement will be as follows:

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Cardiovascular Technician	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$34.23	$35.34	$36.49	$37.59	$38.71	$39.88	$41.07	$41.64	$42.18	$42.72	$43.26	$44.24	$44.71	$45.20
9/1/2025	$35.77	$36.93	$38.13	$39.28	$40.45	$41.67	$42.92	$43.51	$44.08	$44.64	$45.21	$46.23	$46.72	$47.23
9/1/2026	$37.29	$38.50	$39.75	$40.95	$42.17	$43.45	$44.74	$45.36	$45.95	$46.54	$47.13	$48.20	$48.71	$49.24

Cardiovascular Technician Senior	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$35.76	$36.92	$38.13	$39.26	$40.44	$41.65	$42.90	$43.52	$44.41	$45.28	$46.19	$47.11	$47.54	$48.06
9/1/2025	$37.36	$38.58	$39.84	$41.03	$42.25	$43.53	$44.83	$45.48	$46.40	$47.32	$48.27	$49.23	$49.68	$50.22
9/1/2026	$38.95	$40.22	$41.54	$42.77	$44.05	$45.38	$46.74	$47.41	$48.38	$49.33	$50.32	$51.32	$51.79	$52.36

Cardiovascular Interventional Radiology Technologist	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$39.17	$40.32	$41.53	$42.75	$44.03	$45.33	$46.68	$47.83	$49.01	$50.22	$51.47	$52.75	$53.80	$54.85
9/1/2025	$40.94	$42.14	$43.40	$44.67	$46.01	$47.37	$48.78	$49.98	$51.22	$52.48	$53.79	$55.12	$56.22	$57.31
9/1/2026	$42.68	$43.93	$45.24	$46.57	$47.96	$49.39	$50.85	$52.10	$53.40	$54.71	$56.07	$57.46	$58.61	$59.75

CT (Cat Scan) Technologist	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$39.04	$40.22	$41.42	$42.67	$43.95	$45.26	$46.62	$47.79	$48.98	$50.43	$51.46	$52.75	$53.81	$54.87
9/1/2025	$40.80	$42.03	$43.28	$44.59	$45.93	$47.30	$48.72	$49.94	$51.18	$52.70	$53.78	$55.12	$56.23	$57.34
9/1/2026	$42.53	$43.82	$45.12	$46.49	$47.88	$49.31	$50.79	$52.06	$53.36	$54.94	$56.06	$57.47	$58.62	$59.78

Diagnostic Sonographer	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$42.64	$43.66	$45.20	$46.55	$47.95	$49.15	$50.25	$51.26	$52.28	$53.33	$54.40	$55.49	$56.59	$58.01
9/1/2025	$44.56	$45.62	$47.23	$48.64	$50.11	$51.36	$52.51	$53.57	$54.63	$55.73	$56.85	$57.99	$59.14	$60.62
9/1/2026	$46.45	$47.56	$49.24	$50.71	$52.24	$53.54	$54.74	$55.84	$56.95	$58.10	$59.26	$60.45	$61.65	$63.20

Dietary Technician	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$20.78	$21.53	$22.13	$22.67	$23.22	$23.66	$24.16	$24.70	$25.15	$25.64	$26.04	$26.43	$27.18	$27.67
9/1/2025	$21.72	$22.50	$23.12	$23.69	$24.26	$24.73	$25.24	$25.81	$26.28	$26.79	$27.21	$27.62	$28.40	$28.92
9/1/2026	$22.64	$23.46	$24.10	$24.70	$25.29	$25.78	$26.32	$26.91	$27.39	$27.93	$28.37	$28.80	$29.61	$30.14

Instrument Room Coordinator	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$27.93	$28.58	$29.58	$30.48	$31.32	$32.19	$33.09	$33.29	$33.68	$34.68	$35.23	$36.57	$37.65	$40.70
9/1/2025	$29.19	$29.87	$30.91	$31.85	$32.73	$33.64	$34.57	$34.79	$35.19	$36.24	$36.81	$38.22	$39.35	$42.53
9/1/2026	$30.43	$31.14	$32.22	$33.21	$34.12	$35.07	$36.04	$36.27	$36.69	$37.78	$38.38	$39.84	$41.02	$44.34

Interventional Radiology Technologist	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$39.17	$40.32	$41.53	$42.75	$44.03	$45.33	$46.68	$47.83	$49.01	$50.22	$51.47	$52.75	$53.80	$54.85
9/1/2025	$40.94	$42.14	$43.40	$44.67	$46.01	$47.37	$48.78	$49.98	$51.22	$52.48	$53.79	$55.12	$56.22	$57.31
9/1/2026	$42.68	$43.93	$45.24	$46.57	$47.96	$49.39	$50.85	$52.10	$53.40	$54.71	$56.07	$57.46	$58.61	$59.75
Mammography Technologist	**Start**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**	**Year 9**	**Year 10**	**Year 12**	**Year 15**	**Year 20**
9/1/2024	$38.68	$39.83	$41.04	$42.25	$43.53	$44.84	$46.18	$47.33	$48.52	$49.73	$50.98	$52.25	$53.30	$54.35
9/1/2025	$40.42	$41.62	$42.88	$44.15	$45.49	$46.85	$48.26	$49.46	$50.70	$51.97	$53.27	$54.60	$55.70	$56.80
9/1/2026	$42.14	$43.39	$44.70	$46.03	$47.42	$48.85	$50.31	$51.56	$52.86	$54.17	$55.53	$56.92	$58.07	$59.21

MRI Technologist	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$39.04	$40.22	$41.42	$42.67	$43.95	$45.26	$46.62	$47.79	$48.98	$50.21	$51.46	$52.75	$53.81	$54.87
9/1/2025	$40.80	$42.03	$43.28	$44.59	$45.93	$47.30	$48.72	$49.94	$51.18	$52.47	$53.78	$55.12	$56.23	$57.34
9/1/2026	$42.53	$43.82	$45.12	$46.49	$47.88	$49.31	$50.79	$52.06	$53.36	$54.70	$56.06	$57.47	$58.62	$59.78

Multi-Modality Diagnostic Imaging Technologist	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$39.55	$40.73	$41.96	$43.21	$44.51	$45.85	$47.22	$48.51	$49.85	$51.55	$52.38	$53.56	$54.76	$55.58
9/1/2025	$41.33	$42.56	$43.85	$45.15	$46.51	$47.91	$49.34	$50.69	$52.09	$53.87	$54.74	$55.97	$57.22	$58.08
9/1/2026	$43.09	$44.37	$45.71	$47.07	$48.49	$49.95	$51.44	$52.85	$54.31	$56.16	$57.06	$58.35	$59.66	$60.55

Neurodiagnostic Tech II	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$28.71	$29.25	$29.80	$30.31	$30.88	$31.44	$32.00	$32.60	$33.19	$34.31	$35.41	$36.53	$38.01	$38.80
9/1/2025	$30.00	$30.57	$31.14	$31.68	$32.27	$32.86	$33.44	$34.06	$34.69	$35.85	$37.00	$38.17	$39.72	$40.54
9/1/2026	$31.27	$31.87	$32.46	$33.02	$33.64	$34.26	$34.86	$35.51	$36.16	$37.37	$38.57	$39.80	$41.41	$42.26

Nuclear Medicine Technologist	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$41.85	$42.86	$44.36	$45.69	$47.06	$48.24	$49.32	$50.31	$51.31	$52.34	$53.39	$54.46	$55.54	$56.93
9/1/2025	$43.73	$44.79	$46.36	$47.75	$49.18	$50.41	$51.54	$52.57	$53.62	$54.70	$55.79	$56.91	$58.04	$59.49
9/1/2026	$45.59	$46.69	$48.33	$49.78	$51.27	$52.55	$53.73	$54.81	$55.90	$57.02	$58.16	$59.33	$60.51	$62.02

Occupational Therapy Assistant	Start	Year 1	year 2	year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$25.39	$25.99	$26.58	$27.19	$27.92	$28.45	$29.11	$29.78	$30.46	$31.17	$31.88	$32.84	$33.49	$34.15
9/1/2025	$26.54	$27.16	$27.78	$28.41	$29.17	$29.73	$30.42	$31.12	$31.83	$32.57	$33.31	$34.32	$35.00	$35.68
9/1/2026	$27.66	$28.31	$28.96	$29.62	$30.41	$31.00	$31.71	$32.44	$33.19	$33.95	$34.73	$35.77	$36.49	$37.20

Physical Therapy Assistant	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$25.39	$25.99	$26.58	$27.19	$27.92	$28.45	$29.11	$29.78	$30.46	$31.17	$31.88	$32.84	$33.49	$34.15
9/1/2025	$26.54	$27.16	$27.78	$28.41	$29.17	$29.73	$30.42	$31.12	$31.83	$32.57	$33.31	$34.32	$35.00	$35.68
9/1/2026	$27.66	$28.31	$28.96	$29.62	$30.41	$31.00	$31.71	$32.44	$33.19	$33.95	$34.73	$35.77	$36.49	$37.20

Radiologic Technologist	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$33.95	$35.05	$36.18	$37.27	$38.39	$39.54	$40.74	$42.18	$43.21	$44.63	$45.30	$46.36	$47.80	$48.14
9/1/2025	$35.48	$36.63	$37.81	$38.95	$40.12	$41.32	$42.57	$44.08	$45.15	$46.64	$47.34	$48.45	$49.95	$50.31
9/1/2026	$36.99	$38.18	$39.41	$40.60	$41.82	$43.08	$44.38	$45.95	$47.07	$48.62	$49.35	$50.51	$52.07	$52.44

Respiratory Therapist	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 12	Year 15	Year 20
9/1/2024	$37.66	$38.96	$40.24	$41.43	$42.27	$43.12	$43.97	$44.86	$45.76	$46.68	$47.60	$48.55	$49.54	$50.52
9/1/2025	$39.35	$40.71	$42.05	$43.29	$44.17	$45.06	$45.95	$46.88	$47.82	$48.78	$49.74	$50.73	$51.77	$52.79
9/1/2026	$41.03	$42.44	$43.84	$45.13	$46.05	$46.98	$47.90	$48.87	$49.85	$50.85	$51.86	$52.89	$53.97	$55.04

Surgical Technologist	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
9/1/2024	$34.52	$35.28	$36.05	$36.82	$37.58	$38.35	$39.12	$39.69	$40.27	$40.65	$41.42	$41.80	$42.57	$43.14
9/1/2025	$36.07	$36.87	$37.67	$38.48	$39.27	$40.08	$40.88	$41.48	$42.08	$42.48	$43.28	$43.68	$44.49	$45.08
9/1/2026	$37.61	$38.43	$39.27	$40.11	$40.94	$41.78	$42.62	$43.24	$43.87	$44.28	$45.12	$45.54	$46.38	$47.00

Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
$43.72	$44.10	$44.49	$44.87	$45.25	$45.64	$45.92
$45.69	$46.08	$46.49	$46.89	$47.29	$47.69	$47.99
$47.63	$48.04	$48.47	$48.88	$49.30	$49.72	$50.03

Surgical Technologist Senior	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13
9/1/2024	$36.61	$37.43	$38.24	$39.06	$39.87	$40.68	$41.50	$42.11	$42.72	$43.12	$43.94	$44.34	$45.16	$45.77
9/1/2025	$38.26	$39.11	$39.96	$40.82	$41.66	$42.51	$43.37	$44.00	$44.64	$45.06	$45.92	$46.34	$47.19	$47.83
9/1/2026	$39.88	$40.78	$41.66	$42.55	$43.43	$44.32	$45.21	$45.88	$46.54	$46.98	$47.87	$48.30	$49.20	$49.86

Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
$46.38	$46.79	$47.19	$47.60	$48.01	$48.41	$48.71
$48.47	$48.90	$49.31	$49.74	$50.17	$50.59	$50.90
$50.53	$50.97	$51.41	$51.86	$52.30	$52.74	$53.07

5.2 **Multi-Modality Diagnostic Imaging Technologist**. A Radiologic Employee will be classified as a Multi-Modality Diagnostic Imaging Technologist if regularly scheduled to work in two or more of the following modalities: (1) Computed Tomography (CT), (2) Magnetic Resonance Imaging (MRI), (3) Interventional Radiology (IR), and (4) Cardiovascular Interventional Radiology (CVIR).

5.3 **Working in Cardiovascular and Peripheral Vascular**. A Radiologic Technologist scheduled by the Hospital to work in both Cardiovascular and Peripheral Vascular and a Radiologic Technologist designated by the Hospital as "a floating Radiologic Technologist" to work in both Cardiovascular and Peripheral Vascular will be paid a premium of an additional $.50 per hour for the entire shift. Any Radiologic Technologist who is designated by the Hospital to work in both Cardiovascular and Peripheral Vascular for any part of his/her shift will be paid the additional hourly premium pay as provided for in this Section for the Radiologic Technologist's entire shift.

5.4 **Preceptor Pay**. When assigned the specific preceptor duties when providing orientation to new hires (excluding clinical students), preceptors will swipe for a wage premium of $0.75 per hour. For departments utilizing the Tier systems where precepting is a component of an advanced level, employees in the advanced level are not eligible for the additional premium.

5.5 **Lead Employee**. A Lead Employee designated by the Hospital to act in that capacity will be paid an additional $1.50 per hour for all hours worked as a Lead Employee. Areas may utilize a "permanent" Lead Employee or may rotate through a designated list of qualified Lead Employees. Management will clearly define the qualifications for a lead role and an Employee will notify his/her supervisor if they have an interest in working as a Lead Employee. The lead duties and criteria for when a Lead Employee will be assigned those duties will be jointly defined by Management and current Lead Employees.

5.6 **Per Diem Employees.**

a. **Rate of Pay**. Nuclear Medicine Technologist, Physical Therapy Assistant, and Respiratory Therapist Per Diem Employees will be paid the Hospital's non-contract rate of pay.

b. **Work Agreement**. The Labor-Management Committee will review the work agreement for each classification employing Per Diem Employees.

c. **Benefits.** Except as otherwise provided in the work agreement, a Per Diem Employee will not be entitled to any benefits.

5.7 **Experience Credit**. Utilization of experience credit for the applicants for purposes of placement on the wage scale is in the Employer's sole discretion. If the Employer chooses to recognize past relevant experience of new hires, the Employer's assessment will be based on 2,080 hours for one year of work or portion thereof.

5.8 **Designated Specialties Premium.** Radiologic Technologists who are assigned to work in the Pain Clinic will receive a premium of $1.25 per hour in addition to their regular base hourly rate of pay.

6. MINIMUM STANDARDS

6.1 **Minimum Employment Standards**. The provisions in this Agreement represent minimum standards or conditions of employment and no provision(s) in this Agreement will prohibit the Hospital from granting wages or salaries higher than those set forth in this Agreement. Any Employee 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. Any Employee employed after the effective date of this Agreement will receive benefits to the extent set forth herein.

6.2 **Special Awards**. Nothing in this Agreement will be construed to mean that an Employee will not be entitled to receive any special recognition awards, performance pay, performance bonus, exceptional contribution awards, gift certificates, time off, or educational money, as determined in the sole discretion of the Hospital, which is designed to award an Employee for special accomplishments, achievements, and special individual performance.

7. HOURS OF WORK AND OVERTIME

The Hospital values its Employees and acknowledges the importance of scheduling and the impact it makes on the quality of the Employee's work life. Therefore, a standing agenda item for the Hospital's Labor-Management Committee will be scheduling.

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 an Employee 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. Paid Time Off hours will be considered as hours of work for overtime purposes.

7.2 **Flexible Work Schedule**. In lieu of the provisions of Section 7.1, the Employee and the Hospital may agree that the Employee will work a flexible work schedule of more than eight hours a shift. An Employee working a flexible work schedule in excess of his/her scheduled shift 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. In addition, if an Employee is required to work in excess of 40 hours during any one week (seven consecutive days) he/she will be paid at 1½ times his/her regular rate of pay for all excess time so worked.

7.3 **Assigning Overtime**. Before assigning overtime, the Hospital will first seek volunteers from Employees. 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 Employee assigned to work overtime advance notice to the extent feasible.

7.4 **Schedules and Postings**. The following terms will apply:

a. Workweek schedules will be posted at least 14 calendar days prior to the effective date of the schedule.

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

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

d. An Employee working rotating shifts normally will not be scheduled to work the Night shift preceding a weekend off.

e. The Hospital will establish scheduling guidelines for each classification and/or department for the Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior, which will be reviewed by the Labor-Management Committee.

7.5 **Eligibility for Open Shifts**. Open shifts known prior to the posting of the final schedule will be posted for seven days. After the seven days, open shifts may be filled by qualified Employees who have made themselves available by the process utilized in their department.

Shifts that become open after the posting of the final schedule may be filled by qualified Employees who have made themselves available by the process utilized in their department.

For all open shifts, the order of priority will be as follows:

a. Part-time Employee (non-overtime) by seniority
b. Casual Employee (non-overtime) by seniority
c. Per Diem Employee (non-overtime) by seniority
d. Regularly scheduled Employee (overtime) by seniority
e. Casual Employee (overtime) by seniority
f. Agency personnel by seniority

An Employee eligible for 1 ½ times his/her regular rate of pay will be chosen before an Employee eligible for two times his/her regular rate of pay for any open shift. A department may follow a different protocol; however, in that case, the department will develop written guidelines to be reviewed by the Labor-Management Committee.

Employees who have had their FTE reduced (but not laid off) as part of a lay off or reduction under Section 38.6 within the previous 12 months will have priority for open shifts; provided that: (1) the Employee continues to work in the classification and has not been completely laid off; (2) the shift is not at overtime for the Employee, (3) the priority only applies for shifts up to the Employee's FTE immediately prior to the reduction; and (4) the Employee has to follow the normal procedure for making himself/herself available for extra shifts.

7.6 **Requesting Additional Hours**. Part-time and Casual Employees desiring more work hours may request such additional hours prior to posting of each work schedule. Part-time and Casual Employees so requesting will be scheduled for available non-overtime and non-weekend-bonus work shifts before such shifts are offered to outside employment agency employees.

7.7 **Agency Employees**. The Hospital will establish a system whereby reasonable efforts are made to provide extra hours to Employees covered by this Agreement before the use of outside employment agencies. Such efforts may include a sign-up sheet for extra hours.

7.8 **Twelve Hour Shifts**. An Employee who is scheduled to work three 12-hour shifts will receive 36 hours of pay at the Employee's regular rate of pay for these 36 hours of work.

a. An Employee working three 12-hour shifts on an alternative work schedule will be credited with 36 hours per week toward accumulation of all contractually provided benefits, including pension and seniority.

b. PTO hours will be accrued at the same rate as the hours paid. An Employee will therefore, receive 36 hours of pay for each 36 hours taken as PTO. The PTO rate of pay will be at the same rate as the hours paid.

c. Employee normally working the alternative work schedule will receive weekend differential as provided for in Section 8 and shift differential as provided for in Section 9.

d. The basic workweek for an Employee on the alternative work schedule will be 36 hours per week. For purposes of determining eligibility for overtime only, an Employee will be credited with 36 hours of work and benefits for each 36 hours of work under this alternative work schedule. An Employee will be paid at 1½ times his/her regular rate of pay for all hours worked in excess of 40 hours per week. An Employee working in excess of 12 consecutive hours in a workday will be paid at the rate of two times his/her regular rate of pay.

e. An Employee may revoke his/her consent to an alternative work schedule pursuant to this program by giving at least a 30-day written notice. The Employee will be entitled to return to an open available position for which the Employee is qualified and which has an equal number of hours per pay period as the Employee had prior to electing the alternative work schedule. The Hospital will likewise give the Employee at least a 30-day written notice in the event the alternative work schedule was to be discontinued.

7.9 **Alternative Weekend Program**. The Hospital may establish flexible scheduling plans providing work schedules of only two 12 hours shifts every weekend. An Employee 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 program will be subject to the following conditions:

a. Alternative weekend schedules developed under this program will be a 60 consecutive hour period beginning Friday at 6:00 p.m. or 7:00 p.m. or other 60 consecutive hour period (from Friday p.m. to Monday a.m.) designated by the Hospital. If an Employee was working under an existing alternative weekend schedule prior to April 20, 2010, then the Employee will work and be paid in accordance with the Hospital's prior practice for that existing alternative weekend schedule, unless that schedule is discontinued by either the Employee or the Hospital.

b. An Employee electing this program will be scheduled to work two 12-hour shifts on consecutive days during the 60-hour period on every weekend. The Employee will receive 36 hours of pay at the Employee's regular rate of pay for these 24 hours of work.

c. For purposes of calculating length of service and benefit accrual, an Employee 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. An Employee will receive one hour of credit toward benefits for each additional hour the Employee agrees to work.

d. PTO hours will be accrued and deducted at the same rate as the hours paid. An Employee will use PTO at the same rate that it is accrued (i.e., when taking PTO for a 12-hour shift, the Employee will use 18 hours of PTO).

e. An Employee electing an alternative weekend schedule may be scheduled to work on each holiday falling on a weekend. PTO pay will be based on the number of hours regularly scheduled under the Alternative Weekend Program.

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

g. For purposes of calculating overtime, the basic workweek for an Employee on the Alternative Weekend Program will be 40 hours per week. An Employee will be paid at 1½ times his/her hourly rate of pay for all hours worked in excess of 40 hours per week. For purposes of determining eligibility for overtime only, an Employee will be credited with 32 hours of work for each 24 hours worked under this Alternative Weekend Program. An Employee working in excess of his/her scheduled 12-hour workday will be paid at the rate of two times his/her regular rate of pay.

h. An Employee may revoke his/her consent to an alternative weekend schedule pursuant to this program by giving at least a 30-day written notice. The Employee will be entitled to return to an open available position for which the Employee is qualified and which has an equal number of hours paid per pay period as the Employee had under the Alternative Weekend Program. The Hospital will likewise give the Employee at least a 30day written notice in the event the Alternative Weekend Program was to be discontinued.

i. An Employee participating in this Alternative Weekend Program may, with Hospital approval, trade hours with an Employee who is not on an alternative weekend schedule. Each Employee involved in the trade will be paid at that Employee's regular rate of pay, excluding the alternative weekend schedule premium and in accordance with that Employee's standard for overtime eligibility. An Employee on an alternative weekend schedule who trades hours with another Employee who is scheduled to work a 12-hour shift between during the 60-hour period will continue to receive pay as provided for in this Section. An Employee who agrees to work a scheduled shift or an Employee on an alternative weekend schedule will be paid at the rate of pay the Employee would otherwise receive for weekend work.

8. WEEKEND PREMIUMS

8.1 **Weekend Differential**.

a. A Radiologic Employee working any hours between 11:00 p.m. Friday and 11:00 p.m. Sunday will be paid a weekend differential of $1.00 per hour for all hours worked in addition to the rates of pay as provided for in Section 5.

b. Weekend differential will follow the Hospital's non-contract policy for Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior.

8.2 **Weekend Bonus**. An Employee who works more weekend shifts than regularly scheduled will be paid a weekend bonus for all unscheduled shifts worked as follows:

Hours Worked	Amount of Weekend Bonus
4 hours or less	$25
8 hours or less	$50
12 hours or less	$75
16 hours or less	$100

If an Employee works more than 16 hours, then the Employee will be paid an additional $25 for each four-hour increment or any part of those four hours worked thereafter. The provisions of this Section will apply to all hours worked between 3 p.m. Friday and 7 a.m. Monday. Unscheduled overtime and hours worked while on-call are not included in this Section. Weekend bonus will not be paid if additional hours are worked as a result of a voluntary exchange of hours.

9. SHIFT DIFFERENTIAL

9.1 **Shift Differential Hours**. If the majority of the hours are worked after 3:00 p.m., "the Evening shift," then the Employee will be paid Evening shift differential for the entire shift. If the majority of the hours are worked after 11:00 p.m., "the Night shift," then the Employee will be paid Night shift differential for the entire shift.

9.2 **Evening Shift Rate of Pay**.

a. RADIOLOGIC EMPLOYEES: A Radiologic Employee working the Evening shift will receive $1.50 per hour in addition to the rates of pay as provided for in Section 5.

b. OTHER TECHNICAL EMPLOYEES: Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior working the Evening shift will be paid the Hospital's non-contract rate of pay.

9.3 **Night Shift Rate of Pay**.

a. RADIOLOGIC EMPLOYEES: A Radiologic Employee working the Night shift will receive $2.50 per hour in addition to the rates of pay as provided for in Section 5.

b. OTHER TECHNICAL EMPLOYEES: Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior working the Night shift will be paid the Hospital's non-contract rate of pay.

9.4 **Compensated Hours**. A Radiologic Employee working a permanent Evening or Night shift will receive shift differential for all compensated hours.

10. ON-CALL PAYMENTS

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

a. An Employee will be paid according to the Hospital's non-contract rates of pay for on-call off premises hours, which are not worked. On-call compensation will not be paid for hours actually worked during the period of on-call duty.

b. An Employee's 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 an Employee 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. An Employee is guaranteed a minimum of four hours of pay for each call back not to exceed the actual amount of scheduled call hours. Any hours worked by an Employee Technologist past the scheduled on-call hours will be paid for the actual hours worked.

e. An Employee called to work while on-call or an Employee 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.

f. An Employee who returns to work pursuant to Section 10.1.d will be paid the appropriate differential (weekend and/or shift) for a minimum of four hours or the hours actually worked, whichever is greater.

10.2 **On Premises**.

RADIOLOGIC EMPLOYEES: Payment for on-call hours where the Radiologic Technologist is required to remain on Hospital premises will be as follows:

a. On-premise call compensation will be at the state or federal minimum wage rate, whichever is greater.

b. If on-call hours occur after the Radiologic Employee 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) exceed 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.

OTHER TECHNICAL EMPLOYEES: Payment for on-premise call hours where the Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior are required to remain on Hospital premises will be at the state or federal minimum wage rate, whichever is greater. Otherwise, on-call on premises will follow the Hospital's non-contract policies.

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

11A. PAID TIME OFF FOR RADIOLOGIC EMPLOYEES

11A.1 **PTO Accrual Rate**. The Hospital and the Association have agreed that the Radiologic Employee who are represented by the Association will be covered by the agreed upon Paid Time Off Plan ("PTO"). In this PTO Plan, Full-time and Benefit Eligible Part-time Radiologic Employee regularly scheduled to work a minimum of 40 hours per pay period will accrue PTO. This accrual rate is based on hours worked up to 80 hours per pay period and/or 2,080 hours per year, according to the following schedule:

Length of Employment	Accrual Rate/Hour	Maximum Accrual Rate/Year
Hire to 4 years	.096	200
After 4 years	.115	240
After 5 years	.119	248
After 6 years	.123	256
After 7 years	.127	264
After 8 years	.131	272
After 9 years	.135	280
After 16 years	.139	288
After 17 years	.143	296
After 18 years	.147	304
After 19 years	.150	312
After 20 years	.154	320

11A.2 **PTO Rate of Pay**. The Radiologic Employee will have the right to take time off from work with pay at the Radiologic Employee normal rate of pay for the PTO hours accrued. The Radiologic Employee will have the right to use his/her PTO hours when accrued subject to scheduling policies and guidelines published by the Hospital.

11A.3 **PTO Maximum Accrual**. The Radiologic Employee will have the right to accrue up to a maximum of 380 hours of PTO.

11A.4 **PTO Cash Option**. The Radiologic Employee may request a cash payment option of up to 80 hours of PTO in lieu of benefits provided in the PTO Plan. The minimum balance of hours at time of the cash option payment for a Radiologic Employee regularly scheduled to work 64 hours or more per pay period is 160 hours and for a Radiologic Employee regularly scheduled to work less than 64 hours or more per pay period is 120 hours. Cash option requests will follow Allina guidelines.

11A.5 **PTO Donation Plan**. The parties may, by mutual agreement, establish a voluntary PTO donation plan.

11B. PAID TIME OFF FOR OTHER TECHNICAL EMPLOYEES

11B.1 **PTO Plan**. The Paid Time Off Plan ("PTO") for Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior will follow the Hospital's non-contract plan.

11B.2 **PTO Donation Plan**. The parties may, by mutual agreement, establish a voluntary PTO donation plan.

11B.3 **PTO Maximum Accrual**. Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior will have the right to accrue up to a maximum of 320 hours of PTO.

12. RADIOLOGIC EMPLOYEES ACCRUED SICK LEAVE

12.1 **Accrued Sick Leave Hours**. All accrued sick leave hours prior to the beginning of the PTO Plan will be retained by the Radiologic Employee as Frozen Sick Leave.

12.2 **Frozen Sick Leave**. If a Radiologic Employee missed work due to an illness and has Frozen Sick Leave hours, then the following process should be followed:

a. The Radiologic Employee will use PTO for the first day of an occurrence of missed work.

b. For any subsequent days of missed work, Frozen Sick Leave hours will be used until the balance is zero, or until the Radiologic Employee is eligible for Income Protection Plan (Short Term Disability).

12.3 **Frozen Sick Leave Usage**. Frozen sick leave may be used for the following absences according to the Hospital's non-contract policy:

a. The Radiologic Employee's own illness or serious health condition.

b. To care for the Radiologic Employee's child under the age of 18 (or under the age of 20 if the child has not graduated from secondary school) with an illness or serious health condition.

c. To care for the Radiologic Employee's child age 18 or older who is incapable of self-care due to a mental or physical disability and who has a serious health condition.

d. To care for the Radiologic Employee's spouse/domestic partner or parent who has a serious health condition.

e. The birth of the Radiologic Employee's child, including care for such newborn.

f. The adoption or placement for adoption or foster care of a minor child.

12.4 **Work-Related Illness**. A Radiologic Employee who does not have accrued PTO hours 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.

13A. HOLIDAYS FOR BENEFIT ELIGIBLE RADIOLOGIC EMPLOYEES

13A.1 **Memorial Day, Independence Day, Labor Day, or Thanksgiving Day**. A Benefit Eligible Radiologic Employee who works on Memorial Day, Independence Day, Labor Day or Thanksgiving Day will be paid his/her regular rate of pay and, in addition, will have the option of using up to eight hours of PTO for the holiday worked.

13A.2 **Christmas Day or New Year's Day**. Christmas Day and New Year's Day will be deemed to extend over a 32-hour period beginning with the Evening shift prior to the designated day. A Benefit Eligible Radiologic Employee, who works one or more shifts on Christmas Day, will be paid at two times his/her regular rate of pay for all hours worked, and in addition, will have the option of using PTO up to the employee's regular scheduled shift (i.e. 8, 10, 12) for those hours worked on Christmas Day. A Benefit Eligible Radiologic Employee who works one or more shifts on New Year's Day will be paid at 1½ times his/her regular rate of pay for all hours worked, and in addition, will have the option of using PTO up the employee's regular scheduled shift (i.e. 8, 10, 12) for those hours worked on New Year's Day.

13A.3 **Holidays on Weekends**. For scheduling purposes only, if any holiday as provided for in Section 13A.1 or 13A.2 falls on a Saturday or Sunday, it is the Radiologic Employee's responsibility to request PTO for the day before or after the holiday, based on staffing requirements to be determined jointly at a Labor-Management Committee meeting.

13A.4 **Holidays Worked on Weekends**. When Christmas Day, New Year's Day and/or Independence Day fall on a weekend; either a Monday or Friday may be designated by the Hospital as the observed holiday. Holiday pay, as described in Section 13A.1 and 13A.2, will be paid on the actual holiday, not the observed holiday. Reduced patient volumes on the observed days may result in the need for reduced staffing levels. After the schedule has been posted, these observed days will be staffed using the following steps:

a. The Hospital will determine the number of Radiologic Employees that are required to work based on projected patient volumes.
b. If necessary the Hospital will ask for volunteers to take the observed day off and volunteers will be granted the day off based on seniority. Volunteers may either take the day as PTO or as a Benefit/No Pay day.
c. If there are not enough volunteers to take the day off the Hospital may require a Radiologic Employee to take the day off based on lowest seniority. A Radiologic Employee required to take the day off may use PTO or Benefit/No Pay for the day.

13A.5 **Holidays Not Assigned for Work**. A Benefit Eligible Radiologic Employee (0.5 FTE or greater) who is not assigned to work on a holiday, and therefore is scheduled under his/her FTE for the pay period, either (1) because his or her department was closed because of the holiday, or (2) because his or her department was staffed down because of the holiday will be required to take PTO hours lost because the Radiologic Employee was not assigned to work; provided, however, that the Radiologic Employee would otherwise been assigned to work. Radiologic Employees with less than 40 hours of PTO during the pay period in which the holiday occurs will have the option of using PTO or Leave Without Pay if the Employee notifies his/her manager of the election prior to the holiday.

13A.6 **20 Year Recognition**. A Benefit Eligible Radiologic Employee who has worked with the Hospital for 20 years or more with a minimum of 30,000 seniority hours as an ADIT member will not be required to work any of the holidays recognized in this Agreement unless there is an adverse impact to patient care. This Section does not apply to on-call duty; however, subject to the adverse impact to patient care limitation set out above, the Employer will make its best efforts not to require such employees to take on-call duty on a holiday, taking into account equitable staffing considerations. The Radiologic Employee will be required to use PTO hours for all unworked holidays. A Radiologic Employee will notify his/her Manager by January 1 of each year, if the Radiologic Employee desires to work on any holiday.

13B. HOLIDAYS FOR OTHER TECHNICAL EMPLOYEES

13B.1 **Holidays Worked**. All Holidays worked by Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior will be subject to the Hospital's non-contract policies.

13B.2 **20 Year Recognition**. A Benefit Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior who has worked with the Hospital for 20 years or more with a minimum of 30,000 seniority hours as an ADIT member will not be required to work any of the holidays recognized in this Agreement unless there is an adverse impact to patient care. This Section does not apply to on-call duty; however, subject to the adverse impact to patient care limitation set out above, the Employer will make its best efforts not to require such employees to take on-call duty on a holiday, taking into account equitable staffing considerations. These Employees will be required to use PTO hours for all un-worked holidays. These Employees will notify his/her Manager by January 1 of each year, if he/she desires to work on any holiday.

13B.3 **Holidays Not Assigned for Work**. A Benefit Eligible Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior (0.5 FTE or greater) who is not assigned to work on a holiday, and therefore is scheduled under his/her FTE for the pay period, either (1) because his or her department was closed because of the holiday, or (2) because his or her department was staffed down because of the holiday will be required to take PTO hours lost because he/she was not assigned to work; provided, however, that he/she would otherwise been assigned to work. These Employees with less than 40 hours of PTO during the pay period in which the holiday occurs will have the option of using PTO or Leave Without Pay if he/she notifies his/her manager of the election prior to the holiday.

14. LEAVES OF ABSENCE

14.1 **Personal Illness**. After all accrued PTO hours and Frozen Sick Leave Hours have been used by the Employee, a leave of absence without pay will be granted to an Employee for personal illness for a period of up to 90 calendar days; provided that an Employee may elect to reserve up to 40 hours of PTO to be available when the Employee returns from the leave so long as the election is

made at the time the leave request is made. During the time of the Employee's leave of absence, the Employee's length of service increments and benefits will continue to accrue. The Hospital will not permanently fill the Employee's position during the Employee's leave of absence. No employee shall be entitled to receive a second automatic leave of absence under this section unless such employee has been returned to active employment for 60 days or more.

14.2 **Critical Illness or Death in the Immediate Family**. A leave of absence without pay will be granted to an Employee for critical illness or death in the immediate family for a period of up to 90 calendar days. Immediate family in this Section includes parents, brothers, sisters, sons, daughters, husbands, and wives. The Employee's length of service increments and benefits will continue to accrue. The Hospital will not permanently fill the Employee's position during the period of leave of absence.

14.3 **Bereavement**. A leave of absence of three days without loss of pay will be granted to the Employee, in the 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 Employee and the Hospital. Family includes the following: parents, parents-in-law, stepparents, brothers, stepbrothers, brothers-in-law, sisters, stepsisters, sisters-in-law, sons, stepsons, daughters, stepdaughters, grandparents, great-grandparents, grandchildren, spouse, domestic partner, and those who are under the Employee's legal guardianship. The Employee will have the option of three additional PTO days as needed for bereavement. If the funeral is more than 1,000 miles from the Hospital and outside of the 48 contiguous states, an additional two days without loss of pay will be granted. Leave for those not included in the definition of family in this Section for bereavement purposes can be requested by the Employee subject to review and approval by the Human Resources.

14.4 **Maternity**. An Employee may take up to one year of leave as mutually agreed upon between the Employee and the Hospital at the time the leave of absence request is submitted:

a. For a leave of up to four months, an Employee will return to her same FTE, same classification, and the same schedule.

b. For a leave of more than four months, but up to six months, an Employee will return to her same classification and FTE and will have the first opportunity to return to the same schedule.

c. For a leave of more than six months, but up to 12 months, an Employee will be returned to the first available opening the Employee is then qualified to fill.

14.5 **Paternity and Adoption**. A leave of absence without pay will be granted to an Employee for paternity or adoption for a period of up to six calendar weeks, as mutually agreed upon between the Employee and the Hospital. During the time of the Employee's leave of absence, the Employee's length of service increments and PTO benefits will continue to accrue. Upon returning from leave, the Employee will be returned to his/her previous classification. Effective September 1, 2012, an Employee will be eligible for adoption reimbursement under the same terms and rate as the Hospital's non-contract employees.

14.6 **Other Leaves of Absence**. The Hospital and the Employee may mutually agree to a leave of absence for other reasons not provided for in this Section.

14.7 **Federal and State Laws**. If any federal or state laws provide for leaves of absence for periods greater than those as provided for in Sections 14.1 through 14.5, then the periods provided by law will govern.

15. JURY DUTY

An Employee will be granted a leave of absence with pay for jury duty. Pay for jury duty will be based on his/her regular rate of pay, less the amount received for jury duty.

16. REST PERIODS

An Employee will be allowed one 15-minute rest period for each four hours of scheduled work without any loss of pay.

17A. EDUCATION BENEFITS FOR RADIOLOGIC EMPLOYEES

17A.1 **Employer Required Education**. The Hospital will pay the cost of any postgraduate education or training programs taken by the Radiologic Employee, which are required by the Hospital.

17A.2 **Tuition Reimbursement**. The Hospital will pay a Full-time and a Benefit Eligible Part-time Radiologic Employee tuition reimbursement in the amount of 100% of tuition and required fees and books up to $1,000 per year for educational course work at an accredited institution. Payments will be subject to the following:

a. The Radiologic Employee 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.

b. Payment will be made upon satisfactory completion of such course for which reimbursement has been requested. Provided that the Radiologic Employee will repay to the Hospital any reimbursement that has been paid hereunder to the extent that the Radiologic Employee does not continue to make he/she available to return to work at the Hospital for at least one year after completion of the course of sequence of studies.

17A.3 **Continuing Education**. A Full-time and a Benefit Eligible Part-time Radiologic Employee may use up to $275 per year of the $1,000 maximum amount for educational seminars, workshops, American Society of Radiologic Technologists membership, and/or self-study educational courses that have been approved by the Hospital as provided for in Section 17A.4.

17A.4 **Hospital Approval**. The Hospital's designated representative must approve the proposed workshop, seminar, educational course work or sequence of studies as having a reasonable relation to the Radiologic Employee's professional employment before the Radiologic Employee will be reimbursed by the Hospital.

17B. EDUCATION BENEFITS FOR OTHER TECHNICAL EMPLOYEES

17B.1 **Tuition Reimbursement**. Tuition reimbursement for Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior will follow the Hospital's non-contract policies.

17B.2 **Continuing Education**. Continuing education reimbursement for Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior will follow the Hospital's non-contract policies.

17B.3 **Hospital Approval**. The Hospital's designated representative must approve the proposed workshop, seminar, educational course work or sequence of studies as having a reasonable relation to the professional employment of the Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior before he/sure will be reimbursed by the Hospital.

18A. INSURANCE BENEFITS FOR RADIOLOGIC EMPLOYEES

18A.1 **Hospitalization Insurance**. The following provisions will apply for a Full-time and a Benefit Eligible Part-time Radiologic Employee:

a. A Radiologic Technologist will be required to pay $40 per month toward the cost of single person hospitalization coverage.

b. For a Full-time and a Part-time Radiologic Employee regularly scheduled to work 64 hours or more per pay period, the Hospital will pay 70% of the monthly premium amount for single plus one and family coverage. The Hospital will offer to the Radiologic Technologist all of the hospitalization insurance options made available to its non-contract employees.

c. For a Full-time and a Part-time Radiologic Employee regularly scheduled to work 40 hours or more but less than 64 hours per pay period, the Hospital will pay 70% of the monthly premium amount for single plus one and family coverage. The Hospital will offer to the Radiologic Employee all of the hospitalization insurance options made available to its non-contract employees.

d. A Radiologic Employee will be covered by the plan on the first day of the month following his/her date of employment.

18A.2 **Life Insurance**. The Hospital's group term life insurance program will be as follows:

a. The Hospital will provide and pay the full cost of a group term life insurance plan for all Full-time and Benefit Eligible Part-time Radiologic Employees. The amount of life insurance coverage will be $50,000 and the life insurance coverage will continue to age 70.

b. A Full-time and Benefit Eligible Part-time Radiologic Employee will be covered by the Hospital's group term life insurance plan on the first day of the month following his/her date of employment.

c. 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 Radiologic Employees.

18A.3 **Short-Term Disability**. The Hospital will provide and pay for the cost of a short-term disability insurance program ("Income Protection Plan") for a Full-time and a Benefit Eligible Part-time Radiologic Employee. The basic provisions of the Income Protection Plan will include the following:

a. A Radiologic Employee who is unable to work because of a disability will be paid 60% of his/her regular rate of pay, as provided for in Section 5, beginning on the 11th day of disability and ending up to the 90th calendar day ("Income Protection Payments").

b. A Radiologic Employee will begin to receive Income Protection Payments after the Hospital has received an Absence Request Form from the Radiologic Employee. Income Protection Payments will be made to the Radiologic Employee on the Radiologic Technologist's normal payroll date. If the Radiologic Employee has accrued PTO hours and/or Frozen Sick Leave hours he/she may supplement the Income Protection Payments to maintain his/her work agreement.

c. Copies of the Income Protection Plan will be furnished to the Association upon request.

18A.4 **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 Radiologic Employee regularly scheduled to work at least 32 hours per week or 64 hours per pay period. The basic provisions of the plan will include the following:

a. A Radiologic Employee will receive 60% of covered monthly compensation, up to a maximum of $2,500 per month of such compensation. Covered monthly compensation will be the Radiologic Employee's regular monthly salary as provided for in Section 5 of this Agreement. Monthly payments will be offset by any payments arising from the Radiologic Employee's employment, received by the Radiologic Technologist or dependents under the Federal Social Security Act, under the Minnesota Worker's Compensation Act and under any employer-sponsored pension plan.

b. Benefits will be payable in the event of a Radiologic Employee's disability as defined in the insurance contract providing the benefits herein. Duration of disability benefits will be as follows:

Age (At Disability)	**Maximum Benefits Payment Period (Following Disability Qualifying Period)**
Under 62	To age 65
62	3 years - 6 months
63	3 years
64	2 years - 6 months
65	2 years
66	1 year - 9 months
67	1 year - 6 months
68	1 year - 3 months
69	1 year

c. A Radiologic Employee will be covered by the plan on the first day of the month following his/her date 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 Radiologic Employee.

18A.5 **Dental Insurance**. The Hospital will provide and pay the full cost of a group term dental insurance program for a Full-time and a Benefit Eligible Part-time Radiologic Employee. The following provisions will be provided:

a. The Radiologic Employee 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 Radiologic Technologist's benefits, the Hospital agrees to re-negotiate the terms and provisions of the dental plan with the Association.

b. A Radiologic Employee will be covered on the first day of the month following the date 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 Radiologic Employee. The Radiologic Technologist will pay the additional premium for this coverage.

18A.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 Radiologic Employees.

18B. INSURANCE BENEFITS FOR OTHER TECHNICAL EMPLOYEES

18B.1 **Insurance**. Hospitalization insurance, life insurance, short-term disability, long-term disability, and dental insurance coverage for Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior will follow the Hospital's non-contract policies for all Benefit Eligible Employees (0.5 FTE or greater).

~~18B.2 **Short-Term Disability**. The Hospital will provide and pay for the cost of a short-term disability insurance program ("Income Protection Plan") for a Full-time and a Benefit Eligible Part-time Employee. The basic provisions of the Income Protection Plan will include the following:~~

~~a. Any Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior who are unable to work because of a disability will be paid 60% of~~

~~his\her regular rate of pay, as provided for in Section 5, beginning on the 11th day of disability and ending up to the 90th calendar day ("Income Protection Payments").~~

~~b. Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior will begin to receive Income Protection Payments after the Hospital has received an Absence Request Form from the Employee. Income Protection Payments will be made to the Employee on the Employee's normal payroll date. If the Employee has accrued PTO hours and/or Frozen Sick Leave hours he/she may supplement the Income Protection Payments to maintain his/her work agreement.~~

~~c. Copies of the Income Protection Plan will be furnished to the Association upon request.~~

~~Note: This Section describes benefits that are identical to the income protection plan covering the Hospital's non-contract employees.~~

By agreement with United Hospital: Beginning April 1, 2025: Section 18B.2 is eliminated, and Short-Term disability coverage is the same as non-contract employees: After a 7 day waiting period, 100% of regular rate of pay for 49 days. After 49 days up to 90 days short-term disability coverage is 60% of the regular rate of pay.

18B.3 **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 Employees.

19. PENSION BENEFITS

19.1 **Terms and Provisions**. Effective September 1, 1980, a Benefit Eligible Employee will be covered under the terms and provisions of the Hospital's non-contract employee retirement 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 retirement benefits plans. No benefit credit for past service prior to September 1, 1980, will be given when an Employee is covered by the provisions of the Hospital's pension plan. Nothing in this Section will affect the rights or benefits of an Employee who was covered under the plan prior to this Agreement.

19.2 **Prior Vesting Credit**. 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.

20. SAFETY POLICY

The Hospital places a high priority on the well-being of its Employees and the public it serves. Therefore, emphasis is placed on a safety culture based on the philosophy that all Employees have an accountability

to comply with safety regulations and standards outlined by the Hospital and regulatory bodies. To provide a forum to promote awareness and discuss safety issues, the topic of Safety will be a standing agenda item at the Labor-Management Committee Meetings.

21A. PART-TIME RADIOLOGIC EMPLOYEES

21A.1 **Rate of Pay**. A Part-time Radiologic Employee will receive the hourly rate of pay as provided for in Section 5. In addition, a Part-time Radiologic Employee 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.

21A.2 **PTO Benefit Eligible**. A Benefit Eligible Part-time Radiologic Employee will be covered by the agreed upon PTO, as described in Section 11.A.

21A.3 **Holidays: Non-Benefit Eligible (Memorial Day, Independence Day, Labor Day or Thanksgiving Day)**. A Non-Benefit Eligible Part-time Radiologic Employee who works on Memorial Day, Independence Day, Labor Day, or Thanksgiving Day will be paid his/her regular rate of pay for all hours worked on the holidays as provided for in this Section. In addition, a Non-Benefit Eligible Part-time Radiologic Employee working on these holidays will be paid one additional hour of straight time pay as holiday pay for each hour worked, beginning at the start of the night shift, up to a maximum of eight hours. For purposes of this Section a "night shift" is one in which the majority of hours are worked after 11 p.m.

21A.4 **Holidays: Non-Benefit Eligible (Christmas Day or New Year's Day)**. Christmas Day and New Year's Day will be deemed to extend over a 32-hour period beginning with the Evening shift prior to the designated day. A Non-Benefit Eligible Part-time Radiologic Employee who works one or more shifts on Christmas Day will be paid at two times his/her regular rate of pay for those hours worked on Christmas Day. A Non-Benefit Eligible Part-time Radiologic Employee, who works one or more shifts on New Year's Day, will be paid at 1½ times his/her regular rate of pay for those hours worked on New Year's Day. In addition, a Non-Benefit Eligible Part-time Radiologic Employee working on Christmas Day or New Year's Day will be paid one additional hour of straight time pay as holiday pay for each hour worked on Christmas Day or New Year's Day, up to a maximum of eight hours.

21A.5 **20 Year Recognition**. A Benefit Eligible Radiologic Employee who has worked with the Hospital for 20 years or more with a minimum of 30,000 seniority hours as an ADIT member will not be required to work any of the holidays recognized in this Agreement unless there is an adverse impact to patient care. This Section does not apply to on-call duty; however, subject to the adverse impact to patient care limitation set out above, the Employer will make its best efforts not to require such employees to take on-call duty on a holiday, taking into account equitable staffing considerations. The Radiologic Employee will be required to use PTO hours for all unworked holidays. A Radiologic Employee will notify his/her Manager by January 1 of each year, if the Radiologic Employee desires to work on any holiday.

21A.6 **Life Insurance**. A Benefit Eligible Part-time Radiologic Employee will receive life insurance coverage under the group term life insurance program as provided for in Section 18 A.2.

21A.7 **Long-Term Disability**. A Part-time Radiologic Employee regularly scheduled to work at least 32 hours per week or 64 hours per pay period (.8 FTE) will receive long-term disability insurance coverage as provided for in Section 18A.4.

21B. PART-TIME OTHER TECHNICAL EMPLOYEES

21B.1 **Rate of Pay**. Part-time Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior will receive the hourly rate of pay as provided for in Section 5. In addition, these Part-time Employees 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.

21B.2 **20 Year Recognition**. A Benefit Eligible Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior who has worked with the Hospital for 20 years or more with a minimum of 30,000 seniority hours as an ADIT member will not be required to work any of the holidays recognized in this Agreement unless there is an adverse impact to patient care. This Section does not apply to on-call duty; however, subject to the adverse impact to patient care limitation set out above, the Employer will make its best efforts not to require such employees to take on-call duty on a holiday, taking into account equitable staffing considerations. These Employees will be required to use PTO hours for all unworked holidays. These Employees will notify his/her Manager by January 1 of each year, if they desire to work on any holiday.

22A. CASUAL RADIOLOGIC EMPLOYEES

22A.1 **Rate of Pay**. A Casual Radiologic Employee will receive the hourly rate of pay as provided for in Section 5. A Casual Radiologic Employee 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. If a Casual Radiologic Employee is also working at another comparable hospital and shows a pay receipt from that facility, he/she will be credited with those worked hours towards the 2,080 hours per year needed to advance to the next wage step. The Hospital will make this pay adjustment annually each contract year.

22A.2 **Maintaining Casual Status**. To maintain Casual status, a Radiologic Employee will work a minimum of two shifts every month with one shift being an evening, night, or weekend shift, unless such Radiologic Employee requests and is granted a leave of absence. A Radiologic Employee is responsible to contact the Hospital with his/her availability to work. If a Casual Radiologic Employee has not worked for 90 calendar days, the Hospital will send a certified letter to the Casual Radiologic Employee, informing them they will be terminated. This Section will not apply if there were insufficient available shifts open to the Casual Radiologic Employee.

22A.3 **Forty-Hour Workweek for Overtime Purposes**. A Casual Radiologic Employee will be placed on a 40-hour workweek for overtime purposes. A Casual Radiologic Employee will be scheduled eight-hour shifts unless the Casual Radiologic Employee agrees on a shift-by-shift basis to work a shift greater than eight hours. If the shift is greater than eight hours, the Casual Radiologic Employee may not receive overtime. If a Casual Radiologic Employee is not available to work a shift greater than eight hours it will not indicate that the Radiologic Employee was unavailable to work that shift.

22A.4 **Memorial Day, Independence Day, Labor Day, or Thanksgiving Day**. A Casual Radiologic Employee who works on Memorial Day, Independence Day, Labor Day, or Thanksgiving Day will be paid his/her regular rate of pay for all hours worked. In addition, a Casual Radiologic Employee working on these holidays will be paid one additional hour of straight time pay as holiday

pay for each hour worked, beginning at the start of the night shift, up to a maximum of eight hours. For purposes of this Section a "night shift" is one in which the majority of hours are worked after 11 p.m.

22A.5 **Christmas Day or New Year's Day**. Christmas Day and New Year's Day will be deemed to extend over a 32 hours period beginning with the Evening shift prior to the designated day. A Non-Benefit Eligible Part-time Radiologic Employee who works one or more shifts on Christmas Day will be paid at two times his/her regular rate of pay for those hours worked on Christmas Day. A Non-Benefit Eligible Part-time Radiologic Employee, who works one or more shifts on New Year's Day, will be paid at 1½ times his/her regular rate of pay for those hours worked on New Year's Day. In addition, a Non-Benefit Eligible Part-time Radiologic Employee working on Christmas Day or New Year's Day will be paid one additional hour of straight time pay as holiday pay for each hour worked on Christmas Day or New Year's Day, up to a maximum of eight hours.

22A.6 **Benefits**. Except as otherwise provided, a Casual Radiologic Employee will not be entitled to any benefits.

22B. CASUAL - OTHER TECHNICAL EMPLOYEES

22B.1 **Rate of Pay**. A Casual Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior will receive the hourly rate of pay as provided for in Section 5. These Casual Employees 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. If any of these Casual Employees is also working at another comparable hospital and shows a pay receipt from that facility, he/she will be credited with those worked hours towards the 2,080 hours per year needed to advance to the next wage step. The Hospital will make this pay adjustment annually each contract year.

22B.2 **Maintaining Casual Status**. To maintain Casual status, Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior will work a minimum of two shifts every month with one shift being an evening, night, or weekend shift, unless such Employee requests and is granted a leave of absence. These Employees are responsible to contact the Hospital with his/her availability to work. If any of these Casual Employees has not worked for 90 calendar days, the Hospital will send a certified letter informing them they will be terminated. This Section will not apply if there were insufficient available shifts open to any of these Casual Employees.

22B.3 **Forty-Hour Workweek for Overtime Purposes**. A Casual Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior will be placed on a 40-hour workweek for overtime purposes. These Casual Employee will be scheduled eight-hour shifts unless they agrees

on a shift-by-shift basis to work a shift greater than eight hours and if the shift is greater than eight hours, may not receive overtime. If any of these Casual Employees is not available to work a shift greater than eight hours it will not indicate they were unavailable to work that shift.

22B.4 **Benefits**. Except as otherwise provided, a Casual Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior will not be entitled to any benefits.

23. TEMPORARY EMPLOYEES

The Hospital may employ a temporary Employee to fill a vacancy caused by a leave of absence, PTO, or other reasons, for a maximum period of 365 calendar days. An Employee so employed will receive the applicable rate of pay provided by this Agreement, but for the first 90 calendar days will not otherwise be covered by the terms of this Agreement or receive any PTO or other benefits provided herein. Effective on the 91st day the temporary Employee (when .5 FTE or greater) will be eligible for the benefits for his/her job classification as forth in the Agreement. A temporary Employee will receive credit for accrued PTO hours from the original date of employment. If the temporary Employee is hired as a permanent Employee by the Hospital, the Employee's seniority and anniversary date will revert back to the original date of employment and the Employee will receive credit for accrued PTO hours from the original date of employment.

24. 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.

25. LABOR-MANAGEMENT COMMITTEE

25.1 **Purpose**. The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance, which is in the interest of the Employees, the Association, and the Hospital. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a Labor-Management Committee.

25.2 **Membership**. The Labor-Management Committee will consist of Employees, representatives of the Association and the Hospital. Employees will be paid for time spent in attendance at designated joint meetings of the Labor-Management Committee and this time will be considered hours worked. The Labor-Management Committee will appoint one Employee and one representative from the Hospital to act as co-chairs.

25.3 **Meetings and Agendas**. The Labor-Management Committee will meet at agreed upon times and meetings will follow an agenda which will be distributed in advance of each meeting. The standing agenda items will be work scheduling and safety. Specific concerns about supervisors actively working any hours in an employee classification may also be discussed at this meeting. The Labor-Management Committee will have no power to modify the terms of the Agreement or to resolve grievances.

26. CONFIRMATION OF EMPLOYMENT

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

27. HEALTH SERVICE

27.1 **Pre-Employment Health Assessment**. In accordance with Center for Disease Control Guidelines, a pre-employment health assessment, including a Mantoux test and/or chest X-ray, if indicated, will be given to an Employee within one week of his/her employment and may be repeated annually without cost to the Employee. The Employee will be given a report of the assessment, and a confidential record will be kept by the Hospital.

27.2 **Testing**. HIV testing, Hepatitis B testing, Hepatitis C testing, Hepatitis B immunizations, Mantoux testing and all follow-up testing, and immunizations will be performed by the Hospital for all Employees to the Center for Disease Control Guidelines together with such additional tests and immunizations as may be mutually agreed upon by the Employee and the Hospital.

27.3 **Annual Education and Updates**. The Hospital will provide the Employee with education and updates on infectious diseases on an annual basis.

28. PROBATIONARY PERIOD

The first 90 calendar days of employment will be a probationary period, during which time an Employee may be discharged at any time with or without cause. The Hospital may extend the probationary period for an additional 30 days and, in that event, will give the Association written notice of the extension.

29. JOB POSTINGS

The Hospital will post all job openings on an electronic centralized bulletin board. In addition, all employees within the department with the opening will receive an email with the posting. The Hospital will not hire any Employee to fill a posted position until the position has been posted for seven calendar days. During the time of the job posting, if the job is changed, a revision will be posted for an additional seven calendar days. ADIT Member Representatives may access the Allina Internet and post all job openings.

30. BULLETIN BOARDS

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

31. CHANGE OF STATUS

An Employee, who has changed from a Full-time to a Part-time status, or vice versa, will retain all accrued PTO hours and his/her seniority hours for determining salary increments.

32. PROMOTION OF A RADIOLOGIC EMPLOYEE TO A HIGHER-RATED CLASSIFICATION

32.1 **Posting and Selection**. If a vacancy occurs in the classification of Cardiovascular Interventional Radiology Technologists, CT (Cat Scan) Technologists, Interventional Radiology Technologists, Mammography Technologists, or MRI Technologists and the Hospital elects to train a Radiologic Employee to fill such vacancy, notice of the vacancy will be posted pursuant to Article 29. A Radiologic Employee who has not receive a corrective action with the last six (6) months and who is not currently in the Performance Improvement Plan and who is interested in the position may bid for such job, and the job will be awarded to the most senior Radiologic Employee, determined under Section 38.2, who has the aptitude and ability to learn the requirements of the job. Once the Radiologic Employee selected accepts the position, the Radiologic Employee understands that he/she will only be able to return to a posted Radiologic Employee position.

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

32.3 **Training Period and Pay**. The training period for a higher-rated classification will be a maximum of 180 calendar days. If a Radiologic Employee is being trained for a higher-rated classification, the Hospital may continue to pay the Radiologic Employee at the previous rate of pay during the training period up to a maximum of 120 calendar days. During the 60-day period of training, it is anticipated that the trainee will be performing the essential work of the higher-rated classification under supervision. Once the selected Technologist begins training for the higher-rated classification, the Radiologic Employee will no longer be scheduled in the previous Radiologic Employee position (although the employee may continue to work extra available hours in that classification).

32.4 **Salary Increases**. A Radiologic Employee 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 Radiologic Employee's anniversary date of employment. A Part-time Radiologic Employee increase will be based on total hours accumulated as provided for in Section 21A.1. A Radiologic Employee who goes from Full-time to Part-time and back to Full-time will have his/her length of service adjusted to reflect time spent working Part-time.

32.5 **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 Cardiovascular Interventional Radiology Technologists, CT (Cat Scan) Technologists, Interventional Radiology Technologists, Mammography Technologists, or MRI Technologists.

33. RADIOLOGIC EMPLOYEES WORKING IN A HIGHER-RATED CLASSIFICATION

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

33.2 **Higher-Rated Classification Pay**. Except as provided in Section 32.3, a Radiologic Technologists who regularly and consistently works 50% or more of his/her time in a higher-rated classification will be classified in such higher-rated classification. A Radiologic 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.

33.3 **Radiologic Technologists**. Notwithstanding Section 33.2, a Radiologic Technologist who works any Night shift and who works in a higher-rated classification will be paid a minimum of four hours at his/her regular rate of pay for that higher-rated classification or the hours actually worked in that higher-rated classification, whichever is greater.

34. APPRAISALS

Performance appraisals will be performed according to Hospital policy, for an Employee who is supervised by managers from outside his/her classification, input will be received from peers and/or Physicians.

35. RESIGNATION NOTICE

It is the professional responsibility of the Employee to give a one-month written notice of resignation to the Hospital. If this notice is not provided, the Employee may not be eligible for re-hire within the Allina.

36. SUSPENSION OR DISCHARGE

36.1 **Just Cause**. An Employee will not be discharged or suspended except for just cause. If a discharged or suspended Employee is reinstated, it will be without loss of any PTO or other benefits. Copies of all written discipline actions by the Hospital will be provided to the Employee.

36.2 **Notice to the Association**. The Hospital will notify the Association by fax within three days following the suspension or discharge of an Employee with the same documentation that was given to the Employee at the time of his/her suspension or discharge.

37. LOW NEED

37.1 **Temporary Staffing Reduction**. The Employee and the Hospital recognize that there may be times when a temporary staffing reduction may be necessary on a shift-by-shift basis due to a low number of patients.

37.2 **Low Need Hours Options**. The following two options may be utilized to accomplish this reduction:

a. **Voluntary Low Need Hours**. An Employee volunteers to take time off from work during his/her normally scheduled hours.

b. **Mandatory Low Need Hours**. The Hospital mandates a temporary staffing reduction.

37.3 **Voluntary Low Need**. Before resorting to Section 37.2 b. or any layoff procedure, the Hospital may on a day-to-day basis, offer voluntary low need hours to regularly scheduled Employees. An Employee who is granted voluntary low need hours will accrue all benefits for those hours.

37.4 **Mandatory Low Need**. If the Hospital is unable to secure sufficient volunteers and additional low need reductions are necessary, mandatory low need hours will be assigned. The following will apply when mandatory low need is mandated by the Hospital:

a. **Rotation**. When staff reductions are necessary, the least senior Employee on the affected shift will be assigned mandatory low need hours. If further reductions are required, then the next least senior Employee on that shift will be assigned mandatory low need hours. If the least senior Employee on that shift has previously been assigned mandatory low need hours, then the next least senior Employee will be assigned the mandatory low need hours until all Employees on that shift have been assigned an equal number of mandatory low need hours on a rotating basis.

b. **Record Keeping**. The Hospital will maintain a daily record keeping system that shows the number of mandatory low need hours assigned to each Employee. An up-to-date seniority list for assigning mandatory low need hours will be kept in the Hospital's staffing office or the department. Copies of these records will be available to the Employee and the Association upon request.

c. **Benefits**. An Employee who is assigned mandatory low need hours will continue to accrue benefits, PTO, and seniority hours for that day.

d. **Advance Notice**. An Employee who is being assigned mandatory low need hours by the Hospital will be given 1½ hours prior notice if he/she is scheduled to work the day shift and two hours prior notice if he/she is scheduled to work the evening or night shift.

e. **Reporting to Work**. If an Employee reports to work and is assigned mandatory low need hours, then the Employee will be guaranteed four hours of pay.

f. **Opportunity to Work Open Hours**. An Employee who has been assigned mandatory low need hours will be given the first opportunity to work open hours during the affected pay period if requested by the Employee, provided that the Employee makes himself/herself available as required in the Eligibility for Open Shifts Provision and the open hours are not at overtime.

g. **Orientation Period**. An Employee will not be assigned mandatory low need hours during his/her orientation period with the Hospital. The orientation period will be determined by the Hospital.

37.5 **Low Need On-Call Off Premises Duty**. When an Employee is assigned mandatory low need hours, then the Employee will be assigned low need on-call off premises duty if required by the Hospital to meet patient care needs. These low need on-call off premises hours will count toward the rotation described in Section 37.4.a. The Employee will continue to accrue benefits and PTO for low need on-call off premises duty hours. If the Employee is called in within two hours of the

start of the low need on-call shift, he/she will receive pay for the entire shift. If the Employee is called in after two hours of the start of the shift that was assigned low need on-call off premises duty, the Employee will receive pay for the time of the call in to work until the end of his/her shift. Hours actually worked will not count toward the rotation described in Section 37.4 a.

37.6 **PTO/Benefit-No Pay**. If an Employee is assigned a low need day, voluntary or involuntarily, the Employee may choose to either take PTO or Benefit/No Pay credit for hours the Employee is low needed; provided, however, that the Employee must elect the PTO or Benefit/No Pay credit at the time the low need is assigned.

37.7 **Casual Employee and/or Agency Personnel**. The hours assigned to Casual Employees and/or agency personnel will be cancelled prior to assigning low need hours to regularly scheduled Employees.

37.8 **Voluntary Leave of Absence**. The Association and the Hospital recognize that lay-offs should be used for staff reductions when reduction in patient needs is expected to occur over a continued period of time. Prior to making any lay-offs, the Hospital will offer the Employees an opportunity to request a leave of absence without pay. An Employee granted a leave of absence would continue to accrue seniority hours. The Hospital will not permanently fill the Employee's position during the period of the leave.

38. SENIORITY AND LAYOFF

38.1 **Length of Service**.

RADIOLOGIC EMPLOYEES: Seniority for determining the rate of pay as provided for in Section 5 for a Full-time Radiologic Employee will mean continuous length of service with the Hospital, and no Radiologic Employee will lose seniority by reason of layoff or transfer to another classification of work covered by this Agreement. A Radiologic Employee 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 Radiologic Employee subsequently returns to a bargaining unit position without a break in service at that Hospital, the Radiologic Employee will reclaim past bargaining unit seniority hours.

38.2 **Seniority Hours**.

a. RADIOLOGIC EMPLOYEES: Effective September 1, 1993, seniority for determining layoffs, and for all other purposes under this Agreement except as provided for in Section 38.1, 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.

b. OTHER TECHNICAL EMPLOYEES: All compensated hours paid to a Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior in a Job Classification without a break in employment at the Hospital will be counted as seniority hours. Any of these Employees who leave the employment of the Hospital and are subsequently re-hired by the Hospital will not have the right to count or receive credit for the hours worked during their previous employment with the Hospital for purposes of

determining seniority. Seniority for determining layoffs and for all other purposes under this Agreement will be based on these Employees total compensated hours in their Job Classification for each year of employment up to a total of 2,080 hours. On-call on premises hours will be counted as compensated hours, but on-call off premises hours will not be counted as compensated hours. 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. PTO, approved leaves of absence, paid meeting time and paid time for approved education will be counted as compensated hours.

38.3 **Employee Changes**.

OTHER TECHNICAL EMPLOYEES: Cardiovascular Technicians, Cardiovascular Technicians Senior, Diagnostic Sonographers, Dietary Technicians, Instrument Room Coordinators, Neurodiagnostic Technologists II, Nuclear Medicine Technologists, Occupational Therapy Assistants, Physical Therapy Assistants, Respiratory Therapists, Surgical Technologists, and Surgical Technologists Senior who transfers from a bargaining unit to a non-bargaining unit position will retain all accumulated seniority hours up to the date of transfer if they subsequently return to a bargaining unit position without a break in service at the Hospital. Any of these Employees who transfer from a non-bargaining position in the Hospital to a bargaining position in the Hospital will retain and receive credit for all hours for the purpose of determining the Health and Welfare Benefits, Pension Benefits and PTO that will be received by these employees, but will not transfer his/her hours for seniority purpose.

38.4 **Separate Seniority List**. There will be a separate seniority list for each classification including Full-time and Part-time Employees. An employee 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.

38.5 **Re-Creating Seniority Lists**. In establishing initial seniority lists, an employee will be credited with 2,080 hours for each year in which the employee worked all or any part thereof as a Full-time Employee and the actual compensated hours for each year in which they worked exclusively as a Part-time Employee. If accurate records do not exist for a Part-time Employee, the employee will be credited with 1,040 hours for each year worked exclusively as a Part-time Employee.

38.6 **Seniority List**. Each calendar quarter, the Hospital will provide the Association with a seniority list of the Employees employed by the Hospital. The seniority list will be posted at the Hospital by the Association.

38.7 **Layoff Procedure**. In making employee reductions, the Hospital will determine the area to be reduced and the number of positions affected. Layoffs will then be in reverse order of seniority within the Job classification being reduced provided that the more senior Employee has the necessary qualifications to perform the required work. For purposes of this Section, the term "qualified" means the ability to perform the job within a period of orientation of 14 calendar days. An Employee affected by a layoff may transfer to another classification for which they are qualified and have seniority. (A Radiologic Employee affected by a layoff also may transfer to a lower wage classification, provided the transferring Technologist has greater seniority.) The Hospital will meet with the Association prior to making any layoffs.

Provided that the FTE mix in the classification and area, as determined by the Hospital, will meet the schedule created by the Hospital, the following will apply:

a. During a lay off process, no Employee in the affected classification and area may permanently increase his/her hours.

b. Prior to conducting a layoff, the Hospital will offer Employees in the affected classification and area the opportunity to voluntarily reduce his/her FTE.

38.8 **Recall**. An Employee will be recalled to work in the reverse order of layoff. An employee who is not recalled within one year of layoff will lose all seniority rights.

38.9 **Notice to the Association**. The Hospital will give the Association 14 days' written notice of an employee layoff. The Hospital will give the Association written notice within 14 days after the employee is recalled.

38.10 **Merger or Consolidation**. If a layoff occurs after a merger or consolidation, the parties will meet and negotiate the seniority status of employee 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**.**

38.11 **Allina Merger, Consolidation, or Closure**. If, due to a merger, consolidation, or closure, an Employee is laid off and has an opportunity for an involuntary transfer to another "Association" facility within Allina, the following criteria will apply:

a. An employee will be considered for any open "Association" position for which he/she is qualified or can perform the job within a period of orientation of 30 calendar days.

b. There will be no displacement of current employees because of an involuntary transfer.

c. The employee's date of hire, vesting credit for pension benefits, available PTO hours, and seniority for the purposes of determining layoffs, will transfer with the employee.

d. If a position becomes available in the consolidated or merged unit within a year from the layoff date, the employee will be called and offered the position. If the employee declines, all recall rights are forfeited.

39. GRIEVANCE PROCEDURE

39.1 **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 Employee will informally discuss the grievance with the Employee'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 for wage-related matters, and within 30 calendar days following the date of occurrence for

all other matters. 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.

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 ten 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 Services.

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 ten calendar days after the last date the parties met with the mediator, if the parties did agree to mediation.

39.2 **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 seven neutral arbitrators to be submitted to the parties by the Federal Mediation Conciliation Service.

39.3 **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 Employee filing the grievance.

39.4 **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.

40. 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 39.

41. BREAKAGE

It is not the policy of the Hospital to charge an Employee for accidental breakage of Hospital property.

42. SERVICE FEES AND MONTHLY DEDUCTIONS

42.1 **Payment of Fees or Dues**. An employee 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. Deductions shall be based upon the amounts certified as correct from time to time by the Association and shall be made, continued, and terminated in accordance with the terms of said authorization card. Payments required under this Section will be due the first pay period of the month following the completion of the first 30 calendar days of employment and on each pay period thereafter. Failure by an Employee to pay the service fee will be grounds for immediate dismissal.

42.2 **Payroll Dues Deduction**. The Hospital agrees to deduct the service fee from the earnings of any Employee who executes an authorization form for such deduction. The provisions of the form will be agreed to between the Hospital and the Association. 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 any Employees over this deduction, the Association will hold the Hospital harmless for the payments made and will handle the dispute without cost to the Hospital.

42.3 **Hospital List of Employees**. The Hospital will furnish the Association with quarterly lists of employees which will include the Employee's name, address, classification, scheduled hours per pay period, hire date, seniority date, and seniority hours together with a monthly update of Employees which will include new hires, terminations, status, scheduled hours per pay period, classification, name changes, and address changes.

43. DRUG AND ALCOHOL TESTING POLICY

The Employees will be subject to the Hospital's Drug and Alcohol Policy, which may change from time to time by the Hospital during the term of this Agreement. Upon request, the Hospital will provide each Employee with a copy of the Hospital's Drug and Alcohol Policy.

TERM OF AGREEMENT

Except as otherwise provided, this Agreement will be effective as of October 29, 2024, and will be in full force and effect up to and including August 31, 2027, 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, 2027.

IN WITNESS WHEREOF, the undersigned by their authorized representative have duly executed this Agreement to become effective on October 29, 2024.

AGREED TO:

UNITED HOSPITAL

By_____

Its_____

Dated_____

ASSOCIATION OF DIAGNOSTIC IMAGING TECHNOLOGISTS

By_____

Its_____

Dated_____

ALLINA LABOR RELATIONS

By_____

Its_____

Dated_____

LOU (ADIT): #1
Effective Date: November 12, 2015
Expiration Date: August 31, 2027

LETTER OF UNDERSTANDING

Between

Association of Diagnostic Imaging Technologists
And
United Hospital

Subject: United Hospital Outpatient Imaging Center in Apple Valley

In order to efficiently operate Allina facilities and better provide care to patients, United Hospital and the Union have agreed to a system that allows Employees to float between the Hospital and the United Hospital Outpatient Imaging Center in Apple Valley.

When bargaining unit Employees from the Hospital work at the Imaging Center, they will still be Employees of the Hospital and will be covered by the bargaining agreement as Hospital Employees.

When non-bargaining unit employees from the Imaging Center work at the Hospital, they will be set up as multi-unit employees. Only work performed by those employees at the Hospital as Hospital Employees will be covered under the bargaining agreement.

Except for the limited circumstances described in Paragraphs 2 and 3 above, the Union agrees not make a claim that any work performed at the Imaging Center should be covered by the bargaining agreement. The Union further agrees that it will not make any claim that Imaging Center non-bargaining unit employees should be covered by the bargaining agreement and will not file any grievances related to non-bargaining unit Imaging Center employees doing work at the Hospital. The Union acknowledges that the Allina has no obligation to use Hospital Employees at the Imaging Center.

AGREED TO:

UNITED HOSPITAL

By_____

Its_____

Dated_____

ASSOCIATION OF DIAGNOSTIC IMAGING TECHNOLOGISTS

By_____

Its_____

Dated_____

ALLINA LABOR RELATIONS

By_____

Its_____

Dated_____

LETTER OF UNDERSTANDING

Between

Association of Diagnostic Imaging Technologists
And
United Hospital

Subject: United Vascular Clinic

The Association of Diagnostic Imaging Technologists (ADIT) represents a bargaining unit of technical employees at United Hospital (Hospital) that includes diagnostic sonographers. The parties recognize that it is in their mutual interest to provide a system for diagnostic sonographers employed by the Hospital to float and provide services to the United Vascular Clinic (UVC). If the Hospital is unable to obtain a volunteer, the least senior qualified Diagnostic Sonographer will be assigned. To that end, the parties understand and agree as follows:

(1) Any Diagnostic Sonographer assigned to work at the UVC will continue to be employed by the Hospital and be covered by the collective bargaining agreement between the Hospital and ADIT.

(2) ADIT will not make any claims that the UVC non-bargaining unit employees should be covered by the collective-bargaining agreement between the Hospital and ADIT and will not file any grievances or other claims related to those non-bargaining unit employees.

(3) ADIT further understands that if the service agreement between the Hospital and the UVC ends, it will not make any claim that any diagnostic sonographer services performed at the UVC are covered by the collective bargaining agreement between the Hospital and ADIT.

(4) ADIT acknowledges that Allina Health has no obligation to use Hospital employees at the UVC.

(5) In the event a non-bargaining unit Ultrasound Sonographer from UVC works at the Hospital, they will be hired as a multi-unit employee. Only work performed by those employees at the Hospital as Hospital Employees will be covered under the bargaining agreement.

AGREED TO:

UNITED HOSPITAL

By_____

Its_____

Dated_____

ASSOCIATION OF DIAGNOSTIC IMAGING TECHNOLOGISTS

By_____

Its_____

Dated_____

ALLINA LABOR RELATIONS

By_____

Its_____

Dated_____

LETTER OF UNDERSTANDING

Between

Association of Diagnostic Imaging Technologists
And
United Hospital

Subject: 4- Hour Shifts

The Employer may create and post up to five (5) four-hour shift positions per contract year of this agreement. These employees are subject to the same terms of employment as all other employees of their department. An Employee in any such position would be placed on a 40-hour workweek for overtime purposes.

These positions are intended to provide a variety of job offerings to find new Allina employees. These positions will be posted in accordance with Allina open position policy. Posted positions under this agreement may only include 4-hour shifts.

The Employer may not alter any existing positions for purposes of creating any four-hour position(s) unless the existing position is vacant.

AGREED TO:

UNITED HOSPITAL

By_____

Its_____

Dated_____

ASSOCIATION OF DIAGNOSTIC IMAGING TECHNOLOGISTS

By_____

Its_____

Dated_____

ALLINA LABOR RELATIONS

By_____

Its_____

Dated_____

United Hospital

and

Association of Diagnostic Imaging Technologists

SUBJECT: Short-Term Disability

Effective April 1, 2025, United Hospital and the Association of Diagnostic Imaging Technologies agree to delete Section 18B.2 of the collective bargaining agreement. Accordingly, the "Other Technical Employees" as defined in the collective bargaining agreement will be eligible for the short-term disability benefits that the Hospital provides to its non-contract employees.

AGREED TO:

UNITED HOSPITAL

By Timothy B. Kohls

Its VP, Labor Relations

Dated 03/10/2025

ASSOCIATION OF DIAGNOSTIC IMAGING TECHNOLOGISTS

By 

Its President

Dated March 10, 2025

Allina Health

Labor Relations
Mail Route 10767
P.O. Box 43
Minneapolis, MN 5440-0043

April 30, 2025

SENT VIA EMAIL ONLY
brettjohnson@aditprofessionals.com
Brett Johnson
Association of Diagnostic Imaging Technologists
807 Broadway Street NE, Suite 127
Minneapolis, MN 55413

RE: United Hospital – New Position

Dear Mr. Johnson:

As you know, United Hospital currently maintains a Cardiovascular Tech – Senior position and a Cardiovascular Interventional Radiology Technologist position. Effective May 3, 2025, the Hospital will consolidate the two positions into a new Cardiovascular Procedural Technologist position. We do not anticipate that any employee's FTE will change as a result of the change and we believe that all of the current employees in the Cardiovascular Tech – Senior and Cardiovascular Interventional Radiology Technologist positions will meet the qualifications for the new position.

We intend to apply the current wage scale covering the Cardiovascular Interventional Radiology Technologist position. Additionally, the new position will be considered a "Radiologic Employee" position as defined in Section 4.1 of the collective bargaining agreement.

Additionally, with this new position we believe it would be appropriate to modify Section 4.1 of the collective bargaining agreement as described below.

> **Radiologic Employees**. The Hospital agrees to employ only those Radiologic Employees (Cardiovascular Procedural Technologist, Cardiovascular Interventional Radiology Technologists, CT (Cat Scan) Technologists, Interventional Radiology Technologists, Mammography Technologists, MRI Technologists, Multi-Modality Diagnostic Imaging Technologists, and Radiologic Technologists) who are graduates of a program of training approved by the accrediting body of the American Medical Association or such other recognized accrediting body and who have passed the examinations and are certified by the American Registry of Radiologic Technologists ("ARRT") or those who have passed examinations and are certified as a Registered Cardiovascular Invasive Specialist (RCIS) or Registered Cardiac Electrophysiology Specialist (RCES) through Cardiovascular Credentialing International (CCI).

I have enclosed a copy of the job description for the new position.

Please feel free to contact me at (612) 262-5023 or Timothy.Kohls@allina.com if you have any questions.

Sincerely,

Timothy B. Kohls

Timothy B. Kohls
Vice President • Labor & Employee Relations • Allina Health
MSBA Certified Labor and Employment Law Specialist

cc: Deb Johnson

Enclosures

Job Title: Cardiovascular Procedural Technologist - S

JOB PROFILE SUMMARY

Job Profile Summary:
Allina Health is a not-for-profit health system that cares for individuals, families and communities throughout Minnesota and western Wisconsin. If you value putting patients first, consider a career at Allina Health. Our mission is to provide exceptional care as we prevent illness, restore health, and provide comfort to all who entrust us with their care. This includes you and your loved ones. We are committed to providing whole person care, investing in your well-being, and enriching your career.

Job Description:
The Cardiovascular Procedural Technologist works directly with the cardiologist, nurse, and other staff during cardiac interventional, peripheral vascular and/or electrophysiology procedures. This position provides a safe and therapeutic environment, has complete knowledge of inventory usage in coronary, structural heart, electrophysiology implants, electrophysiology studies and ablations and peripheral vascular procedures, and provides a sterile environment while assisting in performing these procedures as a scrub, monitor or circulator. In addition, the Cardiovascular Procedural Technologist coordinates, communicates, interprets, and explains patient care services to the patient, their family, health professionals, and others. On call rotation is required above scheduled FTE; must be onsite within 30 minutes of activation.

PRINCIPLE RESPONSIBILITIES

Responsibility	*Estimated % of Time Spent (Must total 100%)*
Effectively operates laboratory equipment, within scope of licensure: • Prepares and operates equipment within department, manufacturer, and federal guidelines. • Performs quality control and basic troubleshooting as needed. • Promptly reports all equipment problems to appropriate source.	***25%***
Performs scrub role activities. • Identifies supplies and equipment needed for the procedure (for example, diagnostic and interventional coronary angiogram procedures, pacemaker and ICD implants, simple and complex ablation procedures, lower leg and upper extremity angiograms, carotid stenting and endovascular procedures.) • Ensures a safe and sterile environment for the patient. • Practices aseptic technique maintains sterile field and reports/corrects any	***25%***

breaks in sterile technique. • Prepares the equipment and competently assists the physician during the procedure. • Demonstrates understanding of the anatomy and physiology of the cardiac system, including but not limited to the conduction system and associated intracardiac electrocardiographic signals while performing procedures.	
Assists physicians in monitoring/circulator role. • Detects and responds to changing patient conditions, observing EKG, blood pressure, and electrograms. • Differentiates basic and complex arrhythmias. Those working in electrophysiology will also assist with cardiac mapping. • Records, compiles, and enters patient data accurately into electronic medical record and image retrieval system. Verifies imaging has transferred to imaging storage retrieval system. • Maintains safe environment for patient and other staff, using electrical equipment and instruments correctly. • Performs sponge, sharps and other counts accurately.	***25%***
Ensures safe environment for patients and care team members • Protects self and others from injury by using equipment per manufacturer and department guidelines. • Uses transport equipment and body mechanics to protect from injury. • Identifies patient with two identifiers • Practices good habits of radiation safety. • Works with the team to identify ways to improve work practices and efficiencies. • Informs manager/supervisor of staff and physician concerns, quality/safety or other department issues.	***25%***
Other duties as assigned.	

Job Requirements –

Required Education/Experience:

- Must meet at least one of the following:
    - Completion of a JRCERT-accredited program of Radiologic Technology or the ARRT-approved equivalent and ARRT Certification
    - Graduate of an education program accredited by the Commission on Accreditation of Allied Health Education Programs, which uses the standards and criteria established by the Joint Review Committee on Education in Cardiovascular Technology.
    - Completion of one of the following educational criteria as established by the Cardiovascular Credentialing International (CCI) Qualification Pathways to establish a foundation for RCIS or RCES certification eligibility:
        - A graduate of a diploma, associate, or baccalaureate academic program in a health science (includes, but not limited to, cardiovascular technology, ultrasound, radiologic technology, respiratory therapy, nursing or certification as paramedic/EMT)

Preferred Qualifications:

- Bachelor's degree in a healthcare related field.
- 1+ years' experience cardiovascular technician, technologist or radiology technologist in Cardiovascular Lab

Licenses and Certifications:

Must meet ONE of requirements below:

- ARRT certification and registration upon hire
- Registered Cardiovascular Invasive Specialist (RCIS) upon hire
- Registered Cardiac Electrophysiology Specialist (RCES) upon hire

Must meet at least ONE of the requirements below:

- Current ACLS and BLS certification from the American Heart Association upon hire
- Current ACLS and BLS certification from the American Red Cross upon hire
- Allina in-house ACLS and BLS training (within 180 days of hire)