COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ESSENTIA HEALTH-VIRGINIA

And

ASSOCIATION OF DIAGNOSTIC IMAGING TECHNOLOGISTS

April 1, 2025 thru March 31, 2028

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PREAMBLE

This is an Agreement made and entered into effective April 1, 2025, by and between Essentia Health-Virginia (hereinafter referred to as "Employer") and Association of Diagnostic Imaging Technologists (hereinafter referred to as "Association").

ARTICLE 1: RECOGNITION AND SCOPE OF AGREEMENT

The Employer recognizes the Association as the bargaining representative for all full-time and regular part-time employees of Essentia Health-Virginia who fall under the category of Technical Employees, excluding those technical employees who are statutory supervisors. This Agreement shall be limited in its scope and application to only those employees of the Employer in the Technical Unit Category, as established by the National Labor Relations Act. This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements.

ARTICLE 2: DEFINITIONS

2.1 Work Week and Work Day. The work week for computation of regular and overtime hours and other wage related items consists of a seven (7) calendar day period commencing with the day shift on Monday and concluding at the end of the night shift on the Sunday following. The workday is a twenty-four (24) hour period beginning with the day shift.

2.2 Full-time Employee. A "full-time employee" is an employee regularly scheduled to work forty (40) hours during a workweek. Occasional scheduling for less than forty (40) hours in a workweek shall not deprive an employee of regular full-time status if the employee is otherwise entitled to such status.

2.3 Part-time Employee. A "part-time employee" is an employee regularly scheduled to work less than forty (40) hours during a workweek. Other provisions of this Agreement may require a different number of hours for eligibility, but such eligibility requirements do not alter this Article's definition of part-time employee.

2.4 Casual Employee. A "casual employee" is an employee who is not regularly scheduled for work and who works on an as needed basis, and is outside the scope of this Agreement. In the event the casual employee is hired as a regular full-time or part-time employee, the employee's seniority hours and the anniversary date will revert to the original date of employment at Essentia Health-Virginia, provided there was no break in service.

2.5 Temporary Employee. A "temporary employee" is an employee outside the scope of this Agreement who is hired to fill a vacancy caused by a leave of absence, vacation, or other reason(s). A temporary employee may be hired to substitute for a specific absent employee or work on a project of limited duration. A temporary position shall have a definite ending date but shall not exceed one hundred and eighty (180) calendar days.

A temporary employee directly hired by the Employer will receive the applicable rate of pay provided by this Agreement, but will not otherwise be covered by the terms of this Agreement and will not receive any benefits provided herein.

If this temporary employee is hired as a regular full-time or part-time employee, the employee's seniority and anniversary date will revert to the original date of employment at Essentia Health-Virginia, provided there was no break in service, and the employee will receive credit for vacation and sick time (or PTO), and all benefits (if hired into a benefit-eligible FTE) from the original date of employment after satisfying any qualifying waiting periods.

Agency temporary employees will be compensated and receive benefits under the terms of the employee's agency contract. If an agency temporary employee is hired as a regular full-time or part-time employee, the employee will be treated as a new hire for purposes of seniority, PTO, and other benefits.

2.6 Voluntary Time Off. Voluntary Time Off (VTO) is defined as non-paid time off initiated by either the employee or Employer and approved by the Employer. VTO hours do accrue benefits but do not count toward the computation of overtime. However, an employee may use the employee's vacation/personal holiday/PTO hours in order to be made whole for the otherwise unpaid VTO time, and such hours will count toward the computation of overtime.

2.7 Mandatory Time Off. Mandatory Time Off (MTO) is defined as non-paid time off assigned to an employee by the Employer. MTO hours do accrue benefits but do not count toward the computation of overtime. However, an employee may use the employee's vacation/personal holiday/PTO hours in order to be made whole for the otherwise unpaid MTO time, and such hours will count toward the computation of overtime.

ARTICLE 3: MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to, the right: to maintain and improve efficiency; to appropriately determine the quality and quantity of work performed; to hire, promote, demote, classify, transfer, layoff, and suspend employees and to discipline or discharge for just cause any employee pursuant to Employer policies; to determine the number of employees to be employed; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services provided the unit doesn't suffer loss of FTE's as a result; to make, enforce and alter, from time to time, reasonable rules, policies, and regulations and to require employees to observe these Employer rules, regulations and policies; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of services to be provided; to determine the nature and kind of business conducted by the Employer; determine the kinds and locations of facilities, equipment and materials to be used; determine the control of materials and

parts; determine the methods and techniques of work, determine the content of jobs; determine the schedules of work; determine the extension, limitation, curtailment or cessation of operations or any part thereof; to contract or subcontract work; to change, modify, or discontinue existing methods of service and equipment to be used or provided; to discontinue jobs because of valid management and business reasons; to decide employee qualifications consistent with federal and state standards; to determine the content of any job and the duties assigned thereto, with permanent changes to job descriptions to be made with fourteen (14) calendar days advance notice to the Association of Diagnostic Imaging Technologists, except in the case of emergencies or other unforeseeable circumstances; to evaluate the performance of all employees; and to manage and administer the Employer's operations.

ARTICLE 4: JOB DESCRIPTIONS

The Employer shall notify the Association of changes to the duties in any job or the creation of a new job. The Employer shall assign the level of pay to the changed or new job and notify the Association of such. If the Association disagrees with the proposed pay level, a grievance may be filed contesting the proposed rate. If the Employer changes the qualifications of a job, an incumbent employee(s) shall be grandfathered in under the qualifications in place when the employee started the job and the employee(s) shall be given reasonable time to obtain the new qualifications.

ARTICLE 5: WAGES

5.1 Wage Rates. See Wage Grid below.

5.2 Step Progression. An employee shall progress through the steps on the wage grid based upon two thousand and eighty (2,080) hours paid exclusive of sick pay and call pay.

5.3 Year 1. Effective April 1, 2025, the wage grid shall be increased by two percent (2.0%)

5.4 Year 2. Effective April 1, 2026, the wage grid shall be increased by two percent (2.0%).

5.5 Year 3. Effective April 1, 2027, the wage grid shall be increased by three percent (3.0%).

Wage Grid:

Behavioral Health Technician

	Start	1	2	3	4	5	6	7	8	9	10	12	15
4/1/2025	$20.36	$20.71	$21.10	$21.47	$21.87	$22.26	$22.66	$23.07	$23.50	$23.92	$24.36	$25.25	$26.63
4/1/2026	$20.77	$21.12	$21.53	$21.90	$22.31	$22.70	$23.12	$23.53	$23.97	$24.40	$24.84	$25.75	$27.16
4/1/2027	$21.39	$21.75	$22.17	$22.56	$22.98	$23.38	$23.81	$24.24	$24.69	$25.13	$25.59	$26.52	$27.98

Medical Lab Technician

	START	1	2	3	4	5	6	7	8	9	10	12	15
4/1/2025	$23.84	$24.45	$25.06	$25.67	$26.29	$26.90	$27.51	$28.12	$28.73	$29.35	$29.96	$31.18	$33.02
4/1/2026	$24.31	$24.94	$25.56	$26.19	$26.81	$27.44	$28.06	$28.68	$29.31	$29.93	$30.56	$31.81	$33.68
4/1/2027	$25.04	$25.69	$26.33	$26.97	$27.62	$28.26	$28.90	$29.54	$30.19	$30.83	$31.47	$32.76	$34.69

Surgical Technologist

	START	1	2	3	4	5	6	7	8	9	10	12	15
4/1/2025	$27.56	$28.10	$28.59	$29.14	$29.70	$30.23	$30.80	$31.38	$32.00	$32.62	$33.21	$34.52	$36.52
4/1/2026	$28.11	$28.66	$29.16	$29.72	$30.30	$30.84	$31.42	$32.00	$32.64	$33.27	$33.88	$35.21	$37.25
4/1/2027	$28.95	$29.52	$30.04	$30.62	$31.21	$31.76	$32.36	$32.96	$33.62	$34.27	$34.89	$36.26	$38.36

Radiologic Technologist

	START	1	2	3	4	5	6	7	8	9	10	12	15
4/1/2025	$28.10	$28.63	$29.12	$29.68	$30.24	$30.77	$31.34	$31.92	$32.54	$33.16	$33.75	$35.06	$37.05
4/1/2026	$28.66	$29.20	$29.70	$30.28	$30.85	$31.39	$31.97	$32.55	$33.19	$33.82	$34.43	$35.76	$37.79
4/1/2027	$29.52	$30.08	$30.59	$31.18	$31.77	$32.33	$32.93	$33.53	$34.18	$34.84	$35.46	$36.83	$38.92

Polysomnographic Technologist, Mammography Technologist

	START	1	2	3	4	5	6	7	8	9	10	12	15
4/1/2025	$29.14	$29.71	$30.33	$30.94	$31.54	$32.17	$32.80	$33.47	$34.14	$34.84	$35.54	$36.96	$39.22
4/1/2026	$29.72	$30.31	$30.94	$31.56	$32.17	$32.81	$33.46	$34.14	$34.82	$35.54	$36.25	$37.70	$40.00
4/1/2027	$30.62	$31.22	$31.87	$32.50	$33.13	$33.80	$34.46	$35.16	$35.87	$36.61	$37.33	$38.84	$41.20

Surgical Assistant

	START	1	2	3	4	5	6	7	8	9	10	12	15
4/1/2025	$31.30	$31.86	$32.49	$33.09	$33.69	$34.32	$34.96	$35.63	$36.29	$37.00	$37.69	$39.13	$41.37
4/1/2026	$31.93	$32.50	$33.14	$33.75	$34.36	$35.01	$35.65	$36.34	$37.02	$37.74	$38.44	$39.91	$42.20
4/1/2027	$32.89	$33.48	$34.13	$34.76	$35.40	$36.06	$36.72	$37.43	$38.13	$38.87	$39.60	$41.11	$43.46

CT Technologist, MRI Technologist

	START	1	2	3	4	5	6	7	8	9	10	12	15
4/1/2025	$32.05	$32.69	$33.34	$34.00	$34.70	$35.37	$36.09	$36.80	$37.54	$38.31	$39.08	$40.64	$43.16
4/1/2026	$32.69	$33.34	$34.01	$34.68	$35.39	$36.08	$36.81	$37.54	$38.29	$39.08	$39.86	$41.45	$44.02
4/1/2027	$33.67	$34.35	$35.03	$35.72	$36.46	$37.16	$37.91	$38.66	$39.44	$40.25	$41.05	$42.69	$45.34

Sonographer, Nuclear Medicine Technologist

	START	1	2	3	4	5	6	7	8	9	10	12	15
4/1/2025	$35.34	$36.26	$37.17	$38.09	$39.00	$39.92	$40.83	$41.72	$43.12	$44.51	$45.92	$47.32	$48.73
4/1/2026	$36.05	$36.99	$37.91	$38.85	$39.78	$40.72	$41.65	$42.55	$43.98	$45.40	$46.84	$48.26	$49.70
4/1/2027	$37.13	$38.10	$39.05	$40.01	$40.98	$41.94	$42.90	$43.83	$45.30	$46.77	$48.24	$49.71	$51.19

Respiratory Therapist

	START	1	2	3	4	5	6	7	8	9	10	12	15
4/1/2025	$35.40	$35.98	$36.60	$37.20	$37.80	$38.42	$39.07	$39.73	$40.40	$41.11	$41.79	$43.23	$45.48
4/1/2026	$36.11	$36.69	$37.33	$37.94	$38.56	$39.19	$39.85	$40.52	$41.21	$41.93	$42.63	$44.09	$46.39
4/1/2027	$37.20	$37.80	$38.45	$39.08	$39.71	$40.37	$41.04	$41.74	$42.45	$43.19	$43.90	$45.41	$47.78

Pay increases are effective the first day of the first pay period on or after the Effective Date for the Across-the-Board wage increase.

5.6 New Employee. A newly hired employee shall be placed on the above wage grid based upon the Employer's assessment of the employee's applicable experience, equating one year of experience to two thousand and eighty (2,080) hours.

5.7 New Grid Step. Effective at the end of the contract period (i.e., 11:59 p.m. on March 31, 2028), a 20-year grid step will be created. Any employee who has been credited with 41,600 step hours will be placed at the new step for purposes of placement in the next contract. The wage rates applicable to the new 20-year step are listed in **Addendum A**, which is subject to negotiation in the next contract. None of the employees placed into the new 20-year step will receive a wage increase until the next contract is negotiated and ratified.

ARTICLE 6: BONUSES

6.1 Sign-On Bonuses. The Employer may elect to offer an pay sign-on bonuses to assist in hiring new staff. ("Sign on bonuses" include bonuses offered at the time of hire, increments of which may be paid after the employee's start date.)

6.2 Retention Incentives. The Employer may elect to offer and pay retention incentives to assist in the retention of adequate staff under the following conditions:

- Any new retention incentives implemented will be offered to all bargaining unit members within the affected job classification(s) and may be pro-rated by FTE.
- Essentia Health will provide written notice to the union of the structure, schedule, and requirements of the incentive prior to the implementation of the incentive.

6.3 Critical Shift Bonuses. The Employer may elect to offer and pay critical shift bonuses to assist in filling certain open shifts in an emergency. An emergency shall be defined as an unforeseen situation caused by mass employee illness, an Act of God, or community/facility emergency. Critical shift bonuses shall not last longer than 72 hours.

6.4 Other Bonuses. Should the Employer desire to offer bonuses that are not in response to an emergency, such as extra shift incentives, etc., the Union and the Employer shall meet and negotiate the terms of the desired bonus. If an agreement is not reached within 7 days of the first meeting regarding the intended bonus, the Employer shall have the right to implement the bonus for a period not to exceed one year.

Other Bonuses shall not be deployed as a replacement for routine compensation and benefits.

One-time bonuses in excess of $5,000 (excluding sign-on bonuses) shall be negotiated with the Union and shall not be implemented prior to an agreement or impasse.

ARTICLE 7: MARKET DIFFERENTIAL

7.1 If the Employer determines that the market for a specific job title has increased significantly, or the Employer experiences an inability to recruit or retain for a specific job title, the means by which the Employer can compensate new hires in a manner over and above the negotiated wage scales is by implementing a market differential as outlined below. This differential is not intended as a limitation on the Employer's ability to offer relocation plans and other limited programs to ensure the ability to attract new employees. The following will apply:

a) The differential will be given to all employees in the job title and new hires within that same job title.
b) The differential will be a flat rate paid on hours paid.
c) The differential will not be part of base salary.
d) Annual increases are calculated on base salary only.
e) The Employer maintains the right to eliminate or reduce this market differential at any time for all employees in the same job title. This would apply for both incumbent employees and new hires.
f) Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.
g) Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.

ARTICLE 8: MINIMUM STANDARDS

Nothing in this Agreement will be construed to prevent any employee from receiving any special recognition awards, performance pay, bonus, exceptional contribution awards, gift certificates, time off, or educational money, as determined in the sole discretion of the Employer that is designed to reward an employee for special accomplishments, achievements, or special individual performance.

ARTICLE 9: WORK HOURS AND OVERTIME

9.1 Work Hours and Overtime. The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen [14] consecutive days), during the defined pay period. The regular workday will be eight (8) hours. If an employee is required to work in excess of eight (8) hours in one day or in excess of eighty (80) hours in the pay period, the employee shall be paid at one and one-half (1½) times their regular rate of pay for all time worked in excess of eighty (80) hours in the pay period or eight (8) hours in one day. Notwithstanding the above language, an employee who works beyond the employee's scheduled shift that is at least eight (8) hours, shall be paid one and one-half (1½) times the employee's regular rate of pay for all time worked in excess of the scheduled shift. Payment for those hours is not to be duplicated. Paid holiday, personal holiday, vacation, and PTO hours will be counted in the computation of overtime.

It is understood that overtime payments represent an economic burden to the

organization. As such, the Employer will ask employees to voluntarily work with the Employer in constructive processes to avoid this expense whenever practical.

Nothing in this clause shall be construed as a guarantee of any particular schedule or number of hours, nor as a barrier to protection of patient care.

9.2 Scheduling and Posting. The general practice of scheduling work, with exceptions for bona fide emergencies, will be as follows:

a) The work schedule will be posted no later than fourteen (14) calendar days in advance for a four (4) week scheduling period. Schedules may need to be modified occasionally, to provide services to patients.

b) Employees shall be allowed a fifteen (15) minute rest period for each four (4) hour work period. Employees will be expected to take their breaks as the workload permits.

c) Employees shall be allowed a thirty (30) minute duty-free meal break for each scheduled shift of eight (8) hours or more. This meal break will extend the scheduled shift time by one-half (½) hour. Employees working a six (6) hour shift may also be scheduled for a thirty (30) minute duty-free meal break, depending on department staffing needs. This meal break will extend the scheduled shift time by one-half (½) hour. The Employer may schedule employees for a straight eight (8) hour shift, or more, with no unpaid meal break, as indicated by department staffing needs.

d) Mandatory meetings, including those held during an employee's lunch break, shall be considered paid time.

e) If any employee reports for work on employee's regular shift and is sent home, or if an employee is asked to report, and is then sent home, the employee shall receive a minimum of four (4) hours of work. If there is no work available, the employee will receive four (4) hours of pay.

9.3 Alternative Schedules. Alternative schedules may be established by mutual agreement between the affected employees and the Employer. These schedules can provide for work in excess of eight (8) hours per day and/or work weeks based upon forty (40) hour per week. In the event such schedules are established, overtime will be based upon a forty (40) hour per week format. An employee shall have the opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The Employer shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible work schedule to which the employee has agreed. An employee electing to work schedules under this clause may revoke such election by giving the Employer written notice of at least four (4) weeks prior to the effective date of the Employer's next posted schedule. An employee rescinding alternate scheduling shall have the ability to bid into other open positions for which they are qualified but shall not have bumping rights in the event there are no open positions. The Employer may discontinue the alternative schedule by providing the

employee a minimum of four (4) weeks' notice prior to the effective date of the Employer's next posted schedule. The employee's FTE will not be reduced as a result of this change. However, in the event that the Employer must reduce FTE in the department, or restructure the distribution and scheduling of FTE, it will be done in accordance with the provisions of the contract, including Article 46.2, Layoff.

9.4 Time Off Between Shifts. All employees will be allowed ten (10) hours off between shifts, unless an employee volunteers to work a shift with less than ten (10) hours between.

9.5 Different Shifts. Employees shall not be scheduled more than two (2) different shifts during the week unless an employee volunteers to work such shifts.

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

9.7 Consecutive Days. No employee shall be scheduled to work more than eight (8) consecutive days, excluding on-call assignments, unless by mutual agreement.

9.8 Reporting Of Time Worked. Employees are required to report time they work, including consultative time that they spend on the telephone. It is the employee's responsibility to report this time during the pay period in which it occurs. The guidelines for engaging in consultative phone calls to accomplish department needs will be determined and enforced by department leadership.

ARTICLE 10: EXTRA WORK HOURS/SHIFTS

10.1 Distribution. Extra work hours/shifts or overtime within each department shall be offered on the following basis:

a) First, extra work hours or shifts shall be offered to FTE status employees, in order of seniority, who are available to work at straight time.

b) Second, extra work hours or shifts shall be offered to casual employees who are oriented and trained, and available to work at straight time.

c) Third, overtime shall be offered to FTE status employees, in order of seniority.

d) Fourth, overtime shall be offered to casual employees at overtime status, who are oriented and trained to work in that department.

10.2 Assigning. If the extra work hours/shift or overtime cannot be filled in this manner,

the Employer may fill the hours/shift by assigning it to the least senior available non-casual employee on a continual rotating basis in reverse order of seniority.

10.3 Exceptions. As necessitated by continuity of patient care, there may be times when an employee will be awarded overtime when involved in a patient's care beyond the end of a scheduled shift, irrespective of the steps outlined above.

ARTICLE 11: PRODUCTIVITY

Employees are expected to honor the principle of "A fair day's work for a fair day's pay." The continued success and operation of this facility is dependent upon delivery of excellent services to our patients. Employees are expected to be present for all scheduled shifts. All employees are required to begin work promptly at the employee's designated starting time and upon completion of meal times and rest periods.

ARTICLE 12: SHIFT DIFFERENTIAL

An employee working the evening and night shift will receive additional compensation over their regular rate of pay.

Evening Differential:	$1.70
Overnight Differential:	$1.85

ARTICLE 13: CALL

13.1 Purpose. The Association and the Employer agree that the purpose of compensated call is to provide twenty-four (24) hour coverage for patient care without the need to staff the facility during off shifts, weekends, and other necessary times. The departments shall have the right to set reasonable response times for those employees who are appropriate for call rotation.

13.2 Off Premises Call Compensation. Effective April 1, 2022, an employee who has been assigned call duty by the Employer and is not required to remain on the Employer's premises shall be paid at seven dollars and forty-five cents ($7.45) per hour.

13.3 On Premises Call Compensation. An employee who has been assigned call duty and is required to stay on the Employer's premises shall be compensated at the State or Federal minimum wage rate, whichever is greater.

13.4 Call Rotation. In those departments where a call system is in place, all qualified employees will be required to be in the call rotation. Modifications to the call rotation will be offered on a seniority basis and/or assigned on a reverse seniority basis. An employee retains the right to trade call away to other appropriate and qualified employees so long as the department agrees that the employee receiving the call meets the above standard.

The Employer may suspend or discontinue the call model for any department that has call.

13.5 Previous Shift. An employee's call shift will not begin until the employee's previous shift including overtime has been completed.

13.6 Call Back Pay. The minimum amount of time to be compensated for hours worked when being called in shall be four (4) hours for Surgery and three (3) hours for all other areas at time and one-half (1½) the employee's regular rate of pay. This minimum guarantee shall apply only when employee's shift has ended and clocked out, including overtime. Should the employee be called back in during this minimum guarantee a new call back will start and the previous call back ends and a new minimum begins. There shall be no combining of call pay and "call back pay". When the "call back pay" is suspended, the call rate shall go back into effect. An employee's call back pay shall never exceed time and one-half (1½) and the employee's number of compensated call hours shall not exceed the number of call hours scheduled, unless the employee actually works more call hours than scheduled. A shift differential shall be awarded for the actual hours worked, not for the guaranteed minimum call back hours.

ARTICLE 14: TEAM LEADER

The Employer in its sole discretion determines when a Team Leader is appropriate to any work group. The Team Leader role will include but not be limited to scheduling, making staff assignments, reviewing staff competencies, orienting, and training staff. The Team Leader will not substitute for a supervisor or manager by hiring and terminating staff, conducting staff evaluations, and administering employee discipline. A Team Leader shall be compensated at a rate of one dollar and fifty cents ($1.50) per hour above the employee's base rate, if the Team Leader is in the same job classification of those employees over which the employee leads.

ARTICLE 15: PERSONAL HOLIDAYS

15.1 Accrual Rate. All employees with an authorized FTE of 0.60 or greater who are covered under the vacation benefit in Article 18, will be eligible to accrue personal holiday hours as follows:

a) An employee who has completed fewer than eight thousand three hundred and twenty (8,320) hours of service to the Employer shall accrue 0.00385 personal holiday hours for each hour worked, up to a maximum of two thousand and eighty (2,080) hours worked per calendar year.

b) An employee who has completed eight thousand three hundred and twenty (8,320) hours but fewer than sixteen thousand six hundred and forty (16,640) hours of service to the Employer shall accrue 0.0077 personal holiday hours for each hour worked, up to a maximum of two

thousand and eighty (2,080) hours worked per calendar year.

c) An employee who has completed sixteen thousand six hundred and forty (16,640) hours of service to the Employer shall accrue 0.01155 personal holiday hours for each hour worked, up to a maximum of two thousand and eighty (2,080) hours worked per calendar year.

15.2 Maximum Hours. No employee shall accumulate more than twenty-four (24) personal holiday hours. One the maximum accrual is reached; no further accrual shall occur until the employee reduces their accrued hours below twenty-four (24).

15.3 Termination: Upon termination of employment (voluntary or involuntary), the employee will receive payment of one hundred percent (100%) of their unused accrued personal holiday hours.

ARTICLE 16: HOLIDAYS

16.1 Holidays: The following days shall be considered as holidays under this Agreement:

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

Holidays will be observed on the days designated by the Minnesota Statutes, except Christmas Day will be on December 25th, New Year's Day will be on January 1st, and Independence Day will be on July 4th. All recognized holidays shall commence at 2300 on the day preceding the holiday and will end at 2300 on the holiday.

16.2 Christmas Eve or New Year's Eve. An employee working the afternoon shift on Christmas Eve and/or New Year's Eve, shall be paid time and one-half (1-1/2) or double (2) time if they are already on overtime. An employee working a scheduled day shift on Christmas Eve and/or New Year's Eve greater than eight (8) hours that crosses over to an afternoon shift, shall be paid time and one-half (1-1/2) or double (2) time if they are already on overtime, for any worked time beyond eight (8) hours.

16.3 Worked Holidays for Benefit Eligible Employees. For actual hours worked on a holiday, a benefit eligible employee (0.60 FTE or above) shall be paid one and one-half (1½) times the employee's regular rate of pay, and receive an additional day off with pay, or be paid at double and one-half (2½) times. If the employee chooses to take another day off with pay, the alternate day off will be scheduled within an eight (8) week period before or after the holiday and seniority shall govern in the event of scheduling complexities.

16.4 Worked Holidays for Non-Benefit Eligible Employees. An employee with an FTE level of less than 0.60, excluding casual status employees, shall receive time and one-half (1½) for all hours worked on a holiday.

16.5 Unworked Holidays. If a holiday falls on a benefit eligible (0.60 FTE or above) employee's regularly scheduled day off, the employee shall receive straight time pay that day (prorated for FTE status)or may use the holiday (prorated by FTE, i.e. 7.2 hours for a .90 FTE employee) to take another day off with pay, the alternate day off will be scheduled within an eight (8) week period before or after the holiday and seniority shall govern in the event of scheduling complexities. The balance of the workday hours taken off for a floating holiday shall be supplemented by the employee's PTO. If a holiday falls on an employee's regularly scheduled workday and the employee is not scheduled to work or the employee does not work, the employee shall receive holiday pay (straight time pay) for the employee's regularly scheduled hours at the employee's standard hourly rate. When a regular holiday is observed during a benefit eligible (0.60 FTE or above) employee's vacation, the employee shall receive holiday pay for that day, prorated for part-time employees, rather than vacation pay.

16.6 Scheduling to Work. Holiday work will be shared as equally as practicable among all employees. Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of needed service, employees shall not be scheduled to work more than three (3) of the seven (7) holidays in any given year, unless mutually agreed upon between the employee and management. If an employee is required to work more than three (3) holidays due to the previous exception, the least senior qualified employee on the unit may be reassigned, on a rotating basis, according to seniority, to meet such need.

16.7 Accommodations. The Employer will make reasonable accommodations to those employees whose religious faith makes it necessary to take time off from work to observe a religious event. The employee may use vacation, personal holiday, or PTO hours. Proper notice for such time off must be given to the Employer to be scheduled off for the requested period.

ARTICLE 17: PAID TIME OFF (PTO) PROGRAM

17.1 Eligibility. Employees with an FTE of 0.10 or above will be eligible to participate in the Employer's Paid Time Off (PTO) Program to the same extent and on the same terms and conditions as universal employees as such program may be amended from time to time by the Employer. The parties have agreed to meet and confer prior to the effectuation of substantive changes.

17.2 Program Design. The Paid Time Off (PTO) Program is designed to meet on a fair and equitable basis the individual employee's need for personal time off or cash conversion while providing the employee with protection in the event of serious illness.

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

17.4 Accrual. Accrual of PTO starts with the date of hire. Employees are eligible to begin using accrued PTO immediately. PTO benefits are accrued on the basis of total hours worked up to eighty (80) hours per pay period. Career level combined with years

of service will determine which PTO plan will be offered. Any earned and unused PTO is payable at the time of resignation/termination. Current career levels and accrual schedules are:

Professional – CT Technologist, Mammo Technologist, MRI Technologist, Nuclear Medicine Technologist, Respiratory Therapist, Sonographer			
Years of Service	**Accrual Rate**	**Days per Year** Based on 1.0 FTE	**PTO Maximum** (Hours)
0 to 1.99	0.06923	18	180
2 to 4.99	0.08846	23	230
5 to 19.99	0.10769	28	280
20 to 24.99	0.11154	29	290
25+	0.11538	30	300

Support/Technical – Behavioral Health Technician, Medical Lab Technician, Radiologic Technologist, Surgical Technologist, Surgical Assistant			
Years of Service	**Accrual Rate**	**Days per Year** Based on 1.0 FTE	**PTO Maximum** (Hours)
0 to 1.99	0.06538	17	170
2 to 4.99	0.07308	19	190
5 to 5.99	0.08462	22	220
6 to 8.99	0.09231	24	240
9 to 14.99	0.10000	26	260
15 to 19.99	0.10769	28	280
20 to 24.99	0.11154	29	290
25+	0.11538	30	300

17.5 PTO Bank Maximum. The maximum accumulation in the PTO Bank will be one and quarter (1 ¼) times the annual accrual. All earned and unused hours in the Reserve Bank will be frozen and will no longer continue to accrue new hours.

17.6 Requests. Requests for PTO must be submitted to the employee's manager or supervisor well in advance of the anticipated time off. Management shall respond to requests for time off in advance of the requested time off, in accordance with department guidelines. In the event of illness or emergencies, the employee is expected to provide as much notice as possible. Managers may limit the granting of PTO to assure proper staffing levels.

17.7 Selection. Selection of PTO will be based upon total seniority within each department according to departmental guidelines and will be coordinated with requests for vacation from employees under that system in the department, if any. Department managers will review PTO and vacation guidelines with staff on an annual basis, if requested. Minimum staffing levels will be determined solely by the department manager.

17.8 Payment. Payment of PTO will be made at the employee's regular rate of pay.

PTO will be considered as hours worked for the purpose of computing overtime.

17.9 Reserve Bank Maximum. A maximum of ninety (90) days (seven hundred and twenty [720] hours) may accumulate in the Reserve Bank.

17.10 Reserve Bank Access. There is a period between when you are no longer actively working due to your own illness/injury and when you begin receiving short-term disability benefits. This time is referred to as an elimination period and is 14 calendar days in length. You may use hours in your reserve bank (as applicable), up to your authorized FTE, during this elimination period.

Once you begin receiving short-term disability payments, you will also use reserve bank hours to supplement those disability payments at 40% of your regularly scheduled shift up to your authorized FTE. This will allow you to earn up to 100% of pre-disability earnings.

Reserve bank hours may be accessed day (1) one if you are unexpectedly hospitalized, and your absence does not meet the (15) fifteen-day short-term disability elimination period requirement. Please note that these hours may not be accessed for use due to illness or injury that is not deemed an approved disability* i.e., Reserve bank hours will not be accessible if you are out of work due to influenza for 5 days.

17.11 Reserve Bank Sell Back Schedule at Termination.

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

17.12 Reserve Bank Sell Back Receipt. Employees electing to sell back Reserve Bank hours must submit an irrevocable election by December 31 of the calendar year immediately preceding the calendar year in which the Reserve Bank hours will be cashed out and payment made. The employee may elect to have the payment made twice per year (June 1st and December 1st).

17.13 Termination. Upon termination of employment (voluntary or involuntary), the employee will receive payment of one hundred percent (100%) of the accrued hours in the employee's PTO bank. If the employee has hours in a Reserve Bank, the employee will receive payment for those accrued hours based on the above Reserve Bank sell-back schedule at termination.

17.14 Position Transfer. An employee from outside this bargaining unit who transfers into a position within this bargaining unit will have unused vacation and sick leave hours

converted to PTO in accordance with the following:

I. Vacation hours will be rolled into the regular PTO bank, to a maximum of one and quarter (1 1/4) times the annual PTO accrual. Vacation hours in excess of the maximum shall be paid out at the employee's regular rate of pay.

II. Up to forty-eight (48) hours of an incumbent employee's sick leave shall be rolled into the PTO bank up to the applicable maximum.

III. Once an employee's Sick Leave Bank hours have been exhausted, that bank will be terminated.

17.15 PTO Conversion. Bargaining unit members will have the option to elect to convert to PTO at any time during a calendar year. Once such change is elected, the employee will not be able to return to Vacation and Sick. Employees electing this option shall have their unused vacation and sick leave accruals converted to PTO in accordance with the following:

Vacation hours will be rolled into the regular PTO bank, to a maximum of one and one- quarter (1 1/4) times the annual PTO accrual. Vacation hours in excess of the maximum shall be paid out at the employee's regular rate of pay.

Up to forty-eight (48) hours of an incumbent employee's sick leave shall be rolled into the PTO bank up to the applicable maximum. Any remaining hours of accumulated sick leave shall be placed into a non-accruing "Sick Leave Bank.

ARTICLE 18: VACATION

18.1 Eligibility Date. This Article applies only to employees who were actively employed in the bargaining unit on April 30, 2014, and who did not otherwise choose to enroll in the Employer's PTO program.

18.2 Vacation Accrual Schedule. Employees with an authorized FTE of 0.60 FTE or more will accrue vacation on the following schedule:

Hours	Accrual Rate per Hour Paid	Annual Accrual	Maximum Hours
Start - 6,239	0.038462	80	120
6,240 - 10,399	0.057693	120	180
10,400 -37,439	0.076924	160	240
37,440 +	0.096154	200	300

Note: Maximum accrual of vacation will be limited to a maximum of one and a quarter (1.25) times the employee's annual accrual, as indicated above.

18.3 Eligibility. Vacation hours are accumulated from the first day of work and can be used after the five hundred and twenty (520) hour probationary period. An employee may request accrued vacation hours prior to the completion of one (1) year of service, with the understanding that the employee will have payment for such paid vacation hours deducted from the employee's terminal check if they terminate prior to the completion of one (1) year of service.

18.4 Vacation Scheduling. Selection of vacation time off will be based upon total seniority within each department according to written departmental guidelines. The department manager or designee shall respond to requests for time off in advance of the requested time off, in accordance with the department guidelines. Minimum staffing levels will be determined solely by the department manager. Under the provisions of this contract, employees will be permitted to schedule vacation if it can be reasonably expected that they will have the vacation accrued at the time it is to be taken.

Department managers will review vacation guidelines with staff on an annual basis, if requested.

Employees may request to take their vacation one (1) day at a time. Vacation may be used in one (1) hour increments for unscheduled events at the discretion of the Employer.

When a regular holiday is observed during a full-time employee's vacation, the employee shall receive holiday pay for that day rather than vacation pay.

18.5 Vacation Sell Back. The Employer encourages use of vacation and personal holiday time off for personal renewal. However, employees will have the option to cash-out available accrued vacation time according to the following guidelines:

i. Sell back requests must be submitted to the unit/department manager in writing prior to the end of year.
ii. Sell back hours are paid at straight time.
iii. Shift differential is not paid on sell back hours.
iv. Sell back hours are not counted for the calculation of overtime.
v. No benefits accrue on time cashed out.
vi. Vacation Sell Back - Employees electing to sell back Vacation hours must submit an irrevocable election by December 31 of the calendar year immediately preceding the calendar year in which the Reserve Bank hours will be cashed out and payment made. The employee may elect to have the payment made twice per year (June 1st and December 1st).

18.6 Vacation Donations. Essentia Health Policy PTO/Vacation Donations for Medical Emergency, as updated from time to time, shall apply to employees covered by this Agreement who are seeking vacation, PTO, and personal holiday donations for medical emergencies, illness, or injury.

ARTICLE 19: SICK LEAVE

19.1 Use of Sick Leave. Sick leave is a benefit available to those employees who are actually sick or injured to the point that they cannot perform the employee's duties. For that reason, employees are entitled to use sick leave during the period of personal illness. It is a breach of good faith for an employee to claim the benefit when the employee is not in fact sick or injured. The Parties agree that the Employer has a legitimate expectation that employees not misuse sick leave to the detriment of the Employer, co-workers, and patients. In the interest of courtesy to co-workers and to assist in the efficient and timely staffing of the Employer, it is expected that employees shall call in as soon as possible and in compliance with their department call-in guidelines, prior to their scheduled start time. Sick leave will not be granted for absences from work on the day immediately preceding or the day immediately following a holiday, if scheduled to work, unless the employee provides a physician verification of the reason for the absence. Any illness commencing during a regularly scheduled vacation cannot be counted as sick leave time.

19.2 Verification of Illness. After three (3) or more consecutive days of sick leave, the Employer may require an employee to provide a physician's certification verifying proof of sickness. The employee may apply for a medical leave of absence under Article 20 provided the employee is eligible for such leave and the physician's certification warrants coverage.

19.3 Eligibility for Sick Leave. Upon completing five hundred and twenty (520) hours of employment, a regular full-time and regular part-time employee (scheduled 0.60 FTE or more) who was hired prior to April 30, 2014, shall be eligible to use sick leave which is accumulated based on Article 19.4 commencing on the employee's date of hire.

19.4 Sick Leave Accumulation. An eligible employee shall accumulate sick leave at a rate of eight (8) hours for every one hundred and seventy-three point three (173.3) hours paid (0.04616 sick time per hour) exclusive of sick leave time and call pay. Maximum accumulation rate shall be five hundred and seventy-six (576) hours.

19.6 Work-Related Accident or Illness. When absent from work due to a work-related accident or illness, the employee shall be entitled to available sick leave for three (3) days preceding coverage by Worker's Compensation.

ARTICLE 20: LEAVES OF ABSENCE

20.1 FMLA Leaves. Employees shall be eligible for FMLA Leave in accordance with the Essentia Health Family and Medical (FMLA) Leave (East Market) Policy, as amended from time to time.

20.2 Extended Leave. Any employee who exhausts leave under FMLA shall be granted up to an additional twelve (12) weeks of leave if needed. This extension is contingent upon Physician verified medical necessity and does not apply to "Intermittent FMLA". Employees have to pay for their own insurance coverage during this extended leave. The employee's seniority shall continue to accrue during this extended leave. An employee

who is granted an extended FMLA leave of absence and returns to work prior to or immediately upon expiration of the extended twelve (12) weeks, will return to the employee's former position, if vacant or a substantially equivalent position if one is available.

20.3 Miscellaneous Leave of Absence. Employees shall be eligible for a miscellaneous leave of absence in accordance with the Essentia Health Miscellaneous Leave of Absence Policy, as amended from time to time.

20.4 Paid Parental Leave. Employees shall be eligible for a paid parental leave of absence in accordance with the Essentia Health Paid Parental Leave of Absence Program Guideline, as such program may be amended from time to time at the discretion of the Employer.

ARTICLE 21: BEREAVEMENT LEAVE

21.1 Bargaining Unit employees will be eligible for Bereavement Leave to the same extent and on the same terms and conditions as non-contract employees as such program may be amended from time to time at the sole discretion of the Employer. The parties have agreed to meet and confer prior to the effectuation of substantive changes.

ARTICLE 22: JURY DUTY

Essentia Health Jury Duty Policy, as amended from time to time, shall apply to those employees summoned for jury duty.

ARTICLE 23: DEPOSITION/COURT TESTIMONY

An employee who is required by the Employer to be deposed or to testify in a court proceeding will be paid at the employee's regular rate of pay, including mileage, travel time, and time spent in preparation for and at the court.

ARTICLE 24: REST PERIODS AND MEAL BREAKS

24.1 Rest Period. An employee will be allowed a fifteen (15) minute rest period for each four (4) hour work period. An employee will be expected to take the break as the workload permits.

24.2 Meal Break. An employee shall be allowed a thirty (30) minute duty-free meal break for each scheduled shift of eight (8) hours or more. This meal break will extend the scheduled shift by one-half (½) hour. An employee working a six (6) hour shift may also be scheduled for a thirty (30) minute duty-free meal break, depending on department staffing needs. This meal break will extend the scheduled shift time by a one-half (½) hour. The Employer may schedule an employee for a straight eight (8) hour shift, or more,

with no unpaid meal break, as indicated by department staffing needs. Mandatory meetings, including those held during an employee's lunch break, shall be considered paid time.

ARTICLE 25: EDUCATION

25.1 Mandatory Meetings. An employee who attends mandatory department or Employer meetings will be paid the employee's applicable hourly rate of pay for the meeting time. Mandatory meetings held during an employee's meal break will be considered paid time.

25.2 Continuing Education. Employees are responsible to obtain CEU's required to maintain certification, registration, licensure and/or professional credentials. The Employer may supply opportunities and resources to meet the employee's obligations. Compensation for required CEU's may be provided when an employee incurs a cost to obtain required CEU's up to ten dollars ($10.00) per CEU.

25.3 Tuition Reimbursement. The Employer and the Association agree that the Essentia Health East Region Tuition Reimbursement Policy, as updated from time to time, shall apply to all employees in job classifications covered by this Agreement. A copy of the policy currently in effect shall be made available to all employees. Essentia Health East Region Tuition Reimbursement Policy will be followed during the term of the Agreement until such time as a new policy is adopted.

25.4 Student Loan Repayment.
Bargaining unit members will have access to the loan forgiveness, grants, and scholarship opportunities provided by Essentia Health. Please consult with your supervisor, the HR Service Center, or Workday for policy and procedure language along with specific benefit plan provisions and documents.

The Tuition Reimbursement/Advance Payment program allows regular employees who work at a .5 FTE or greater, and after 90 days of service, to apply for educational funding in advance of their studies or to have their educational expenses reimbursed. Tuition payments are calculated at 90% of eligible expenses up to a $2,500 fiscal year (July 1 through June 30) maximum amount.

Programs are subject to amendment/changes at any time. Not all employees are eligible for all programs. Please review the tuition details on Workday that will outline the tuition benefits you are eligible to receive.

ARTICLE 26: HEALTH AND SAFETY

26.1 Immunizations and Testing. In accordance with Centers for Disease Control (CDC) guidelines, the Employer will provide all required immunization(s) and testing without cost to the employee. The Employer will maintain a confidential record.

26.2 Annual Education and Updates. The Employer will provide the employee with Employer-mandated education and updates, and the necessary time during the employee's regularly scheduled work time to complete them, at no cost to the employee. Fees for maintaining certification, registration or licensure are not included, and the employee is responsible for all costs associated with such renewals.

ARTICLE 27: WORKERS' COMPENSATION

27.1 Eligibility and Duration. Workers' Compensation is administered in accordance with Minnesota statute, and runs concurrent with FMLA.

27.2 Supplementing Workers' Compensation with Paid Time. An employee may elect to use the employee's accumulated sick, vacation, or PTO hours while receiving workers' compensation so long as the combined gross amount of such paid time and workers' compensation payments does not exceed the gross pay the employee would earn if the employee was working in the pre-injury position.

27.3 Position Protection. An employee receiving Workers' Compensation will be guaranteed the employee's position for a cumulative total of six (6) months in a rolling calendar year. This protection may be extended by mutual agreement between the employee and the employee's manager, in conjunction with Essentia Health's Employee and Labor Relations (ELR) department.

27.4 Benefit Accrual. Vacation, PTO, and length of service increments will continue to accrue at the employee's authorized FTE during the first ninety (90) calendar days of this leave. Further benefit accrual will be based on the use of available compensated hours. During this leave, vacation, sick, and PTO hours will accrue on all hours for which the employee is receiving this additional compensation.

27.5 Seniority. An employee who is off work due to a work-related injury shall continue to accrue seniority for the length of time the employee is off due to the injury, to a maximum of one (1) year.

27.6 Temporary Alternate Assignment. An employee receiving workers' compensation may agree to accept a temporary alternate position different from the employee's previous position. Agreement to such an alternate position shall not constitute a forfeiture of the employee's right to return to the employee's pre-injury position or classification as provided in this Article.

27.7 Health, Dental, Life, and Long-Term Disability Insurances. The Employer will maintain its portion of the health, dental, life, and long-term disability insurance plans for

ninety (90) calendar days. The employee must maintain the employee's portion of these plans.

ARTICLE 28: INSURANCE

28.1 Health. Beginning the first of the month following date of hire, employees with an authorized FTE of 0.60 or greater shall be eligible for enrollment in the Employer's group health insurance program. All benefit-eligible employees covered under this Agreement shall have the option to be enrolled only in plans made available to non-contract employees. The Employer shall have the right to change the premium structure, change the insurance program, and/or select an alternate carrier.

28.2 Dental. Bargaining Unit employees will be eligible for Dental to the same extent and on the same terms and conditions as non-contract employees as such Program may be amended from time to time by the Employer.

28.3 Long Term Disability. Bargaining Unit employees will be eligible for Long Term Disability to the same extent and on the same terms and conditions as non-contract employees as such Program may be amended from time to time by the Employer.

28.4 Short Term Disability. An employee with an authorized FTE of .60 or greater, who is currently participating in the paid time off (PTO) program, will be provided with an employer-paid short-term disability policy as is offered to Essentia non-contract employees. Such program may be amended at the discretion of the Employer. An employee with an authorized FTE of .60 or greater, who is currently participating in the vacation/sick program will continue to be provided with an employee-paid short-term disability policy. Such program may be amended at the discretion of the Employer.

28.5 Group Life. Bargaining Unit employees will be eligible for Group Life to the same extent and on the same terms and conditions as non-contract employees as such Program may be amended from time to time by the Employer.

28.6 Malpractice. The Employer shall continue to provide the malpractice liability insurance retained by the Employer for all bargaining unit employees.

ARTICLE 29: RETIREMENT

An employee covered under this Agreement shall be covered under the terms and provisions of the Employer's non-contract employee's retirement plan (as defined in the Employee Retirement Income Security Act of 1974), as amended from time-to-time in the sole discretion of the Employer. The Employer will not have the right to amend or change the Employer's non-contract retirement plan to exclude the employee from the provisions under the non-contract plan.

ARTICLE 30: SUCCESSORSHIP AND ASSIGNS

The Association will be notified in writing by the Employer at least thirty (30) calendar days prior to any consolidation, merger, sale, partnership, and/or similar legal agreement (a "Transaction"). The Employer agrees that, as a condition of a Transaction, the Employer will attempt to obtain a commitment from the other part or parties to the Transaction that the entity resulting from the Transaction will recognize the Association as the representative of the covered employees and will meet with representatives of the Association to negotiate regarding the effect of the Transaction on the covered employees.

ARTICLE 31: LABOR-MANAGEMENT COMMITTEE

31.1 Purpose. The parties agree that cooperation and understanding between the parties and a harmonious relationship will promote efficient performance and quality patient care, which is in the interest of the employees, the Association, and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a Labor-Management Committee.

31.2 Meetings. The Labor-Management Committee will meet at agreed upon times, no more than quarterly, and these meetings will follow an agenda, which will be distributed in advance of each meeting. A facilitator from the Federal Mediation and Conciliation Service may be utilized to ensure that these meetings proceed according to labor-management committee precepts.

31.3 Authority. The Labor-Management Committee will have no power to modify the terms of the Agreement or to resolve grievances.

31.4 Compensation. Association committee members will be compensated for attendance at Labor-Management Committee meetings if the meeting occurs during their regularly scheduled shift. Labor-Management Committee hours will not count toward computation of overtime.

ARTICLE 32: NON-DISCRIMINATION

Both parties to this Agreement recognize that the Employer is an EEO/AA Employer and agree not to discriminate against or harass any employee because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, status with regard to public assistance, activities in a local commission dealing with discrimination issues, military veterans, or any other protected category as defined by statute. Essentia Health Discrimination/Harassment/Retaliation Policy, as amended from time to time, shall apply to employees covered by this Agreement. Further, there shall be no discrimination based on membership or participation in the affairs of the Association.

ARTICLE 33: WORKPLACE VIOLENCE POLICY

The Employer will endeavor to enforce a violence free work environment per Essentia Health East Region, Workplace Violence Prevention Program Policy, as amended from time to time.

ARTICLE 34: PROBATIONARY PERIOD

Upon commencement of employment, an employee shall serve a probationary period of five hundred and twenty (520) hours worked. The Employer may extend this probationary period for an additional one hundred and seventy-five (175) hours worked upon written agreement between the Employer and the Association. It is understood that this written agreement will include the reason justifying the extension of the probationary period. An employee shall have no seniority rights during the probationary period, nor shall an employee have the right to bid on another position during the probationary period. Upon completion of the probationary period, the employee will be credited with seniority from the employee's starting date. A probationary employee may be discharged at the sole discretion of the Employer and without right of appeal.

ARTICLE 35: BULLETIN BOARD

The Employer shall provide a bulletin board for posting Association information.

ARTICLE 36: CHANGE OF STATUS

An employee who has changed FTE from full-time to part-time, or from part-time to full-time, shall retain all accrued benefit time (e.g., vacation hours, sick hours, PTO hours) that have been accrued and constitute the available balance(s) as of the date of the change in status.

ARTICLE 37: TEMPORARY VACANCY

37.1 Vacancy Offer. A vacancy in a bargaining unit position created by an employee being off on vacation, medical, or other leave of absence shall be referred to as a temporary vacancy. If the Employer desires to fill the temporary vacancy, the position shall be offered by seniority to a qualified employee within the same job title, and department, who are less than full-time and desire more hours (up to a maximum of 1.0 FTE) before bringing in a non-bargaining unit temporary employee.

37.2 Filling a Vacancy. An employee who is already full-time and desires to work the hours/shifts left open by the temporary vacancy, may request to be awarded those hours beginning with the next full scheduling period. The employee must agree to work all of the vacant hours/shifts. The temporary vacancy will be awarded on a first-come first served basis. The Employer retains the right to refuse such a request based upon the

business needs of the department, including the disruption to overall staff scheduling and the skill-set necessary for coverage.

37.3 Return to Original Position. At such time as the employee on vacation, medical, or leave of absence returns to work, the employee who was temporarily working above the employee's regular FTE shall return to the employee's original position and FTE.

ARTICLE 38: VACANCIES

38.1 FTE Option. The Employer, in its sole discretion, may offer employees within the same classification in the department an opportunity to increase or decrease FTE, so long as the current FTE total in that classification and department does not change. This option, if offered, will be open to all employees and awarded based on seniority among those expressing interest, provided the incremental FTE increases/decreases meet the department's scheduling needs. The Employer shall make reasonable efforts to notify the Association when this option is offered. Any remaining available FTE may in turn be posted in accordance with the language in Article 38.2.

38.2 Posting. If the Employer, in its sole discretion, determines that a vacancy exists or a new position is created in this bargaining unit, the Employer shall post notice of such on the Employer's intranet site for seven (7) calendar days, online only. Such determination shall not be subject to the grievance and arbitration procedure of this Agreement. Applicants must apply for the posting through submission of an on-line application form provided by the Employer.

38.3 Just and Consistent Process. If an applicant considers the Employer to have made the determination of whether the employee meets the qualifications in an unjust manner, such applicant may file a grievance under the procedures established in this Agreement. Qualifications and competencies for vacant positions will be no different than for all other employees in that classification and department, and applied consistently across the department.

38.4 Qualification Factors. An employee applying for the position who meets the mandatory qualifications set by the Employer shall be considered based upon the following factors:

a) Qualifications, including but not limited to the employee's previous experience, performance evaluations, and job performance (which includes corrective action history).
b) Ability to perform the essential functions of the position.
c) Seniority (as defined in Article 44.1).

Only when factors 38.4a and 38.4b are relatively equal shall factor 38.4c be the determining factor. Nothing in this Article shall require the Employer to place an unqualified employee in any position.

38.5 Option to Return to Former Position. The candidate selected to fill a vacancy shall have the opportunity for a maximum forty (40) hour trial period following which the

employee may return to, or the Employer shall have the right to return the employee to the employee's former position, provided the position is still vacant and it has been seven (7) days or less from the last scheduled shift an employee worked in the previous position. If these criteria are met, and the selected candidate opts to return to the employee's former position, the next candidate selected to fill the vacancy will be allowed to exercise this same option provided the aforementioned criteria continue to be met. The Employer also maintains its right to return the subsequent candidate(s) back to the employee's former position, provided the aforementioned criteria continue to be met.

38.6 Copy of Posting. A copy of a vacancy posting in this bargaining unit shall be submitted to the Member Representative, upon request. The Employer agrees that postings shall contain the Minimum Starting Amount (hourly wage) for the position.

38.7 FTE Creep. An employee's regular schedule shall reflect the employee's authorized FTE. If an employee exceeds the employee's authorized FTE for over a three (3) month period, the FTE may be adjusted. The Employer will consider, but not be limited to, the following factors:

i. Whether the employee was filling in for a posted vacant position.
ii. Whether the employee was filling a temporary position, as defined in Article 37, including any consecutive leaves of absence.

38.8 Grievance Procedure. An employee shall have the right to challenge through the grievance procedure any perceived discrepancy between the employee's regular schedule and authorized FTE.

ARTICLE 39: CROSS-TRAINING

39.1 Cross-Training. The Employer in its sole discretion will determine when there are cross training opportunities for employees, outside of vacancy posting. These opportunities are used as a means to enhance an employee's job skills but they are not intended as a means to promote an employee outside of the regular posting process covered in Article 38.2. Consequently, there will be no resulting pay increase for the employee who is being cross-trained until such time that the employee is fully competent and has filled a posted vacancy. Cross training opportunities may be impromptu and result from the circumstances occurring on the employee's particular shift. If the cross training is more deliberate, the opportunity will be made available by the department manager to all qualified employees. The most qualified senior employee shall be granted the opportunity provided the employee is available as expected and needed.

ARTICLE 40: CROSS-FACILITY COOPERATION

40.1 Cross-Facility Cooperation. The following parameters are established for cross facility floating amongst staff at Essentia Health facilities.

Cross-facility Cooperation. The Essentia Health System affords Bargaining Unit Staff with volunteer opportunities to assist patients in Essentia Health facilities outside of the Virginia Hospital. Additionally, the Essentia Health System possesses outside volunteer resources that may be utilized to assist Bargaining Unit staff with patient care needs within the Virginia Hospital.

The opportunities presented through cross-facility cooperation are voluntary rather than mandatory assignments related to one's primary job. An employee will not be forced to take an assignment at another facility through cross-facility cooperation. An employee who declines a volunteer opportunity to work at another facility will not be treated detrimentally for that decision.

Circumstances involving cross-facility cooperation:

1. Voluntary shift pick-up by Bargaining Unit staff at Essentia Health facilities outside of Virginia Hospital to fill a shift normally covered by unrepresented staff.

    a. Staff may be asked to volunteer to pick up a shift in addition to their scheduled shifts or in lieu of a scheduled shift at Virginia Hospital.

    b. Staff may be offered a voluntary shift outside of Virginia Hospital in order to avoid a MTO/VTO situation.

    c. An employee who picks up a shift will be reimbursed for expenses to the non-home location in accordance with Essentia Health's travel and expense reimbursement policy.

2. Voluntary shift pick-up by Non-Bargaining Unit staff brought to assist at Virginia Hospital.
    a. Non-Bargaining Unit staff will not be utilized unless:

        i. All available and qualified bargaining unit employees have been offered a reasonable opportunity to pick up a shift, even if the assignment would result in overtime pay;

        ii. No bargaining unit employee displaces or has hours reduced through the assignment of the visiting staff;

        iii. The vising employee is qualified and trained to perform the work assigned.

    b. The use of Non-Bargaining Unit staff to perform bargaining unit shift work will not require the staff to obtain union membership and will not be deemed accretion of one group of employees into another.

    c. The use of Non-Bargaining Unit staff for shift work will not be used as a means of circumventing the hiring of staff into the bargaining unit.

ARTICLE 41: RESIGNATION NOTICE

Essentia Health expects employees to submit a 14-day advanced written notice of their resignation to their immediate supervisor or department director. Failure to give proper notice may result in re-employment ineligibility. Employees are expected to actually work their scheduled shifts during the notice period.

ARTICLE 42: BREAKAGE

It is not the policy of the Employer to charge an employee for unintentional breakage of Employer property.

ARTICLE 43: DISCIPLINE AND TERMINATION OF EMPLOYMENT

43.1 Essentia Values. The Employer and the Association share the mutual desire to achieve optimal patient care and outcomes. Integral to achieving this goal is that all employees meet established performance and behavioral expectations, modeling the Essentia Values of Quality, Hospitality, Respect, Justice, Stewardship, Joy and Teamwork. Whenever possible, coaching will take place so that the formal disciplinary process need not to occur.

43.2 Just Cause. Upon completion of the probationary period, employees shall be disciplined, suspended, or discharged only for just cause.

43.3 Member Representation. When an employee is to be disciplined, suspended, or discharged the employee shall be talked to in private, and may request a Member Representative of the employee's choice if available. If that person is not available, then another Member Representative may attend.

43.4 Progressive Discipline. It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that violations of policy or work rules may result in discipline outside the normal progression.

Verbal warnings shall not be used for progressive discipline purposes after twelve (12) months following the date of the infraction that was the subject of the warning.

Written warnings and unpaid disciplinary suspensions shall not be used for progressive discipline purposes after eighteen (18) months following the date of the infraction that was the subject of the discipline.

The normal progression shall be as follows:

a) Verbal Warning (documented)
b) Written Warning
c) Unpaid Suspension

d) Discharge

43.5 Employee Misconduct. The following non-inclusive list of examples of employee misconduct are not subject to progressive discipline and may warrant more severe disciplinary action, including discharge:

a. Disclosing to unauthorized persons confidential or privileged information.
b. Mistreatment, inconsiderate treatment, or neglect of patients.
c. Dispensing or personal use of prescription drugs without the approval of a physician.
d. Consumption of illegal drugs or alcohol on Employer premises.
e. Theft.
f. Fighting on Employer premises.
g. Use of profanity, especially when directed at patients, coworkers or other staff and visitors.
h. Insubordination.
i. Bullying, intimidation, and harassment.

43.6 Corrective Action Plan. By signing the Corrective Action Plan ("CAP"), the employee is only acknowledging having received a copy of the CAP. All disciplinary actions taken must be documented in writing by date, and will be added to the employee's personnel file with copies sent to the employee, Association, and Employee and Labor Relations.

ARTICLE 44: SENIORITY

44.1 Credited Hours. Seniority shall be computed on the basis of credited hours accrued by the employee based on the most recent date of employment into the bargaining unit with the Employer. Credited hours shall include all hours for which an employee is paid (excluding off premises call), including callback hours and required on-premises call hours, as well as unpaid hours covered by VTO or MTO. Each overtime hour shall be counted as one (1) credited hour. In addition, both paid and unpaid hours covered under FMLA will count toward an employee's seniority. Unpaid hours accrued under an extended FMLA, as defined in Article 20.2, will not count toward an employee's seniority.

44.2 Application. Seniority as it applies to bidding on positions within the bargaining unit, and for determining layoff, vacation/PTO scheduling, holiday scheduling, low need, and call provisions under this Agreement will be based on the employee's total seniority hours. When two or more employees have the same number of credited hours, seniority shall be determined by date of birth with the eldest prevailing.

44.3 Employment Changes. Employees who leave the bargaining unit shall not maintain or accrue seniority hours. An employee who transfers into the bargaining unit from a non-bargaining unit position with the Employer, will retain and receive previously credited hours only for the purposes of determining benefits, pension, and vacation/sick/PTO hours. Seniority hours will be computed for the transferred employee based upon the most recent date of employment with the Employer into a bargaining unit position.

44.4 Worker's Compensation. An absence due to an injury or disease for which worker's compensation is payable will not terminate seniority, provided the employee returns to work within five (5) days after being advised that the employee is medically available to return to work.

44.5 Termination. Seniority shall be terminated when:

i. An employee is discharged for just cause.
ii. An employee resigns or quits.
iii. An employee fails to report for work as scheduled after a leave of absence or a suspension.
iv. An employee is laid off or has been off the job for a non-work related injury or illness for a period of more than one (1) year.
v. An employee fails to report for work from a layoff or return from a non-work-related injury or illness after being notified by registered mail that the employee should report for work.

44.6 Seniority List. A current seniority list for the bargaining unit will be posted by the Employer and provided to the Association at the beginning of each calendar quarter.

ARTICLE 45: LOW NEED

45.1 Process. Where the need for reduced staffing occurs on a day-to-day basis, or is of a predictable nature, the Employer shall reduce by assigning the low need day off in the following manner:

a) Employees who are on an overtime status shall be released.

b) Students (not to include students in educational rotations who are not replacing regular FTE), casual employees or temporary employees shall be released.

c) The Employer shall seek volunteers starting with the most senior employee within the affected department by classification who has made oneself available using the department's system ("Advance Volunteer"). Departments that have an established first-come, first-served volunteer system may retain that process in lieu of the seniority system. Under either system, volunteers shall agree to full shift increments or those hours remaining to be considered a full shift.

d) If no Advance Volunteer within the affected department volunteer, or there is no employee on the Advance Volunteer roster, the Employer shall next seek volunteers starting with the most senior employee with the affected department by classification who is not an Advanced Volunteer. Volunteers shall agree to full shift increments or those hours remaining to be considered a full shift.

e) If there are no volunteers, the low need day will be assigned in reverse order by seniority within the affected department by classification to those employees who are working an extra shift.

f) If there are no volunteers or employees working an extra shift, the low need day will be assigned in reverse order by seniority within the affected department by classification. The low need day will be assigned on a rotating basis throughout the department in reverse order by seniority within the affected classification, with no department employee in the classification receiving a second assigned low need day until all department employees in the classification have received one assigned low need day. If the low need day occurs after the schedule is posted, the employee who either volunteers to take the time off or is assigned to take the time off may use vacation, personal holiday, or PTO hours, or take the day off as Voluntary Time Off (VTO) if the employee volunteers; or Mandatory Time Off (MTO) if the employee is assigned.

g) An employee will not be required to take a mandatory low need day when also scheduled on-call for the evening and/or night shift on that same day, unless the employee is the only one scheduled to work the shift on which low need occurs. An employee will not be assigned more than sixty-four (64) low need hours in a contract year. An employee will be assigned a maximum of one (1) low need shift per pay period.

   The Employer will maintain a record keeping system to track the number of mandatory low need days assigned to each employee in the department by job classification.

h) If and when a department has assigned forty-eight (48) low need hours in a contract year to all staff in the same job classification, the Employer will meet and confer over next steps (i.e., a schedule change or continued low need administration) at the request of the Association. In the event a reduction of hours or layoff is necessary, the Employer shall adhere to the language in Article 45.2, Reduction of Hours/Layoff.

i) Advance Notice - The Employer will endeavor to give an employee who is being assigned a mandatory low need shift advance notice of at least one and one-half (1 ½) hours prior to the beginning of the shift if the circumstances giving rise to the low need are known in advance.

45.2 Employer Alternatives. The Employer may, rather than reduce hours or layoff, assign an employee to work that they are qualified to perform in other departments reverse order of seniority, keeping the employee at the employee's regular rate of pay, unless assigned to a higher-paying job. The Employer may offer a temporary FTE reduction or a low need administrative leave of absence prior to implementing an hours reduction or layoff. Any employee who takes a low need administrative leave of absence shall be able to take such leave as VTO as in Article 45.1f.

ARTICLE 46: REDUCTION OF HOURS/LAYOFF

46.1 Initial Process. In the event of an ongoing reduction of hours or a layoff, the Employer shall eliminate students (not to include students in educational rotations who are not replacing regular FTE), casual employees, and temporary employees first, then the Employer shall seek volunteers to accomplish the necessary reductions or layoff. The process shall be based upon seniority by asking the most senior employees first. The Employer will advise the Association as soon as possible in advance of any reductions and, upon request of the Association; the parties shall meet to discuss the implementation or effect of any actual or proposed reductions or layoffs.

46.2 Layoff and Bumping Rights. If no employee volunteers to take a layoff, the Employer shall layoff starting with the least senior employee within the affected job classification that holds the FTE being eliminated, using total seniority. The employee subject to layoff may exercise the employee's right to bump the junior employee in the affected job classification who holds a lesser FTE than the FTE the bumping employee held at the time of layoff. The process will continue until all FTE status levels, less than the bumped employee's FTE, have been exhausted within the affected job classification.

46.3 Bumping to a Different Job Classification. If there is no bump option within the affected job classification for the employee subject to layoff, or once the bump process within the affected job classification has been exhausted, the affected employee shall have the option to bump the least senior employee at equal or lesser FTE status in another job classification covered by this Agreement for which the employee is qualified. This is provided that the affected employee can demonstrate having appropriate licensure and competence for the position into which the employee is bumping, or can obtain such level of competence within a two (2) week training period. The bump options for the affected employee will be the same as listed in Article 46.2.

46.4 Recall. Recall of employees shall be in the reverse order of layoff. Employees on layoff status will be accorded preferential hiring for those positions for which they may be qualified. The Employer shall maintain a recall list of laid off, reclassified, and involuntarily reduced employees for recall. Recall shall be by registered, certified mail, return receipt requested. In addition, an identical notice of recall shall be sent via first class mail. Both notifications of recall shall be mailed to the last known address on file with the Employer. Employees recalled from this list must be available to report for scheduled shifts no later than five (5) workdays following the Employer's notice of recall. Any employee who fails to report to work within the five (5) days after notice will be deemed to have voluntarily resigned from the employee's position, and will be terminated. Acceptance of a temporary or casual position will not cause removal of an employee from the recall list. However, no employee shall be maintained on the recall list for more than one (1) year from the date of the layoff, reclassification or involuntary reduction in hours.

46.5 Health Plan. Bargaining unit employees recalled and returning to benefit-eligible positions or benefit-eligible FTE status from an involuntary layoff or involuntary reduction in FTE status shall become eligible for coverage under the Employer's health plan that had been in place at the time of the layoff or involuntary hours reduction on the first day of the month following the date of return, and shall not be subject to the

waiting period otherwise required for such coverage.

ARTICLE 47: GRIEVANCE AND ARBITRATION

47.1 Grievance Procedure. A grievance is hereby defined as any claim by the Association or the Employer, alleging a violation of a specific contract provision or adherence to the terms and provisions of this Agreement.

47.2 Grievance Steps. The steps in the grievance procedure are as follows:

Step 1: The employee shall within fifteen (15) days of the alleged occurrence giving rise to the grievance, informally discuss the grievance with the employee's immediate supervisor. The employee may choose to have a Member Representative present at this meeting. The Association shall also have the right to directly discuss the grievance with Labor Relations in an attempt to resolve the grievance.

Step 2: If the grievance is not resolved under Step 1, it shall be reduced to writing specifically listing the article(s) of the Agreement that were allegedly violated, and presented to the department management and Labor Relations office within fifteen (15) calendar days from the date of occurrence. A grievance relating to pay shall be timely if received by the above named within twenty (20) calendar days after the payday for the period during which the grievance occurred. Within fifteen (15) calendar days following receipt of the grievance, parties shall meet in an attempt to resolve the grievance. An Association Representative and the grievant shall be allowed time off with pay to discuss a grievance with management in Step 2 and/or Step 3 of the grievance procedure. The Employer shall respond to the grievance, in writing, within fifteen (15) calendar days of such meeting. A copy of the Employer's response shall be sent to the Association.

Step 3: If the grievance is not resolved under Step 2, it shall be appealed by the Association to the Director of Labor Relations or designee within fifteen (15) calendar days from the date of receipt of the Employer's response to the Step 2 grievance meeting. Within fifteen (15) calendar days following receipt of the grievance by the above named, the Director of Labor Relations or designee and the Association shall meet in an attempt to resolve the grievance. The Employer shall respond to the grievance in writing within fifteen (15) calendar days of such meeting. If the grievance is not resolved in Step 3, the grieving party may refer the matter to arbitration. A demand for arbitration shall be in writing, and must be received by the Director of Labor Relations or designee within fifteen (15) calendar days of the receipt of the Labor Relations response to the Step 3 grievance meeting.

47.3 FMCS Mediation. By mutual agreement, the parties may petition the Federal Mediation and Conciliation Service (FMCS) for a non-binding mediation of the grievance. This may be done at any time after the written Step 2 response up until the day of

arbitration. A representative of the Employer and the Association shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement on a neutral arbitrator is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the FMCS. The parties shall alternatively strike names from the list with the party proceeding first to be determined by coin toss. The last remaining name on the list shall be the neutral arbitrator.

47.4 Authority of the Arbitrator. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of the Agreement and the arbitrator shall have no authority to add to, subtract from, or modify in any way the terms and provisions of this Agreement. The award of the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Association, the Employer and individual employee filing the grievance.

47.5 Arbitration Expense. The fees and expenses of the neutral arbitrator shall be borne equally by the Association and the Employer.

47.6 Time Limits. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently waived and the grievance shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement.

ARTICLE 48: NO STRIKES, NO LOCKOUTS

There shall be no strikes or lockouts of any kind, including sympathy strikes, whatsoever during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute. No employee shall engage in any concerted refusal to work, slowdown, or work stoppage. The failure or refusal on the part of any employee to comply with the provisions of this Article may result in immediate discipline up to and including discharge. If an employee is disciplined or discharged for allegedly engaging in a strike in violation of this Article, the employee may proceed through the grievance procedure contained in this Agreement.

ARTICLE 49: SAVING CLAUSE

In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated shall remain in force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet immediately for the purpose renegotiating the provision so invalidated.

ARTICLE 50: ADIT REPRESENTATIVES

50.1 Member Representative List. The Association shall furnish the Employer a complete list of Member Representatives, updated from time to time.

50.2 Notice When on Premises. A representative of the Association (who is not an employee) may be permitted access to the Essentia Health-Virginia campus during regular business hours, in order to conduct normal Association business and participate in the Employer's labor relations activities. Such representative is expected to provide advance notice to the Employer. The Association representative should ensure that these visits create minimal disruption to the Employer's business.

ARTICLE 51: SERVICE FEES AND MONTHLY DEDUCTIONS

51.1 Payment of Fees or Dues. All employees covered by this Agreement will as a condition of employment, pay the Association a one-time initiation fee and a service fee per pay period in an amount determined by the Association, which will be reasonably related to the actual costs incurred by the Association for the negotiation and administration of this Agreement. Payments required under this Article will be due the first pay period of the month following the completion of the first thirty (30) calendar days of employment with the Employer and on each pay period thereafter. Failure of an employee to pay the service fee will be grounds for immediate dismissal and, in that event, the Employer will provide the employee and the Association with written notice of the employee's dismissal. The Association will hold the Employer harmless from the claims of any employee so terminated.

51.2 Initial Association Lists. Within sixty (60) calendar days after the execution date of this Agreement, the Employer will provide the Association with a master list of each employee who is covered by this Agreement, giving the name, address, classification, scheduled hours per pay period (FTE), date of hire, seniority date, seniority hours, shift, and date of employment.

51.3 Quarterly Association Lists. Thereafter, the Employer will furnish the Association with quarterly lists of employees who are represented by the Association under this Agreement, which will include the employee's name, address, classification, scheduled hours per pay period (FTE), date of hire, seniority date, and seniority hours.

51.4 Monthly Updates of Association Lists. Thereafter, the Employer will furnish the Association with a monthly update of employees, which will include new hires, terminations, scheduled hours per pay period, FTE, classification, name, and address changes.

51.5 Payroll Dues Deduction. The Employer agrees to deduct the service fee from the earnings of all employees who execute an authorization form for such deduction. The provisions of the form will be agreed to between the Employer and the Association. Withheld amounts will be forwarded to the Association for each calendar month, by the 20th of the calendar month following the actual withholding, together with a record of the

amount and the names of the employees for whom deductions have been made. If a dispute occurs between the Association and any employees over this deduction, the Association will hold the Employer harmless for the payments made and will resolve the dispute with the employee without cost to the Employer.

ARTICLE 52: DRUG AND ALCOHOL TESTING POLICY

It is agreed that the Essentia Health Drug and Alcohol Testing Policy - Minnesota, effective May 8, 2014, as amended from time to time, will be followed during the term of this Agreement.

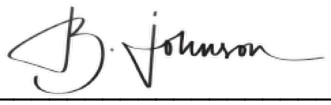
TERM OF AGREEMENT

Except as otherwise stated herein, this Agreement shall be effective April 1, 2025, and shall remain in full force and effect until its expiration date, March 31, 2028.

On or before ninety (90) days prior to the expiration date set forth above, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. Promptly following such notification, and during such ninety (90) day period, the parties hereto shall meet and engage in such negotiations.

If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the expiration date of this Agreement, as provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

Association of Diagnostic Imaging Technologists

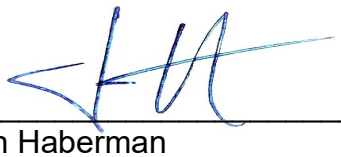
By 

Brett Johnson
President and CEO

Essentia Health - Virginia

By 

John Von Arb
Chief Human Resources Officer (interim)

By 

John Haberman
Labor Relations Director

By 

Jason Baasten
Labor Relations Advisor

By 

Amy Holodnick
Senior Labor Relations Specialist

ADDENDUM A:

- Behavioral Health Technician
  $28.72
- Medical Lab Technician
  $35.61
- Radiologic Technologist
  $39.95
- Surgical Technologist
  $39.38
- Polysomnographic Technologist
  $42.30
- Mammography Technologist
  $42.30
- Surgical Assistant
  $44.62
- Respiratory Therapist
  $49.05
- CT Technologist
  $46.54
- MRI Technologist
  $46.54
- Sonographer
  $52.55
- Nuclear Medicine Technologist
  $52.55

See Letter of Understanding: 20-year Grid Step

LETTER OF UNDERSTANDING: BENEFIT ELIGIBILITY

LETTER OF AGREEMENT

BETWEEN

ESSENTIA HEALTH-VIRGINIA
AND
ASSOCIATION OF DIAGNOSTIC IMAGING TECHNOLOGISTS

During the course of negotiations to achieve the first collective bargaining agreement between Essentia Health-Virginia and Association of Diagnostic Imaging Technologies (ADIT), the parties have agreed to recognize the benefit eligibility of those bargaining unit employees whose authorized FTE is 0.50 through 0.59 as of the date of ratification of this Agreement. It is understood that such "grandfathered" employees will qualify for the same benefits that those employees with an authorized FTE of 0.60 or greater enjoy.

If a "grandfathered" employee reduces their FTE below 0.50, the employee will no longer qualify for benefits, and the benefits that had been provided to the employee will terminate. If a "grandfathered" employee increases their FTE to 0.60 or greater, the employee will maintain the benefits that had been provided. Any "grandfathered" employee who returns to an authorized FTE of 0.50 through 0.59 will no longer qualify for benefits, as benefit eligibility is defined as 0.60 FTE in the Agreement.

A list of the "grandfathered" employees are as follows:

Giese, Katherine

Association of Diagnostic Imaging Technologists

By _____
Brett Johnson
President and CEO

Essentia Health

By _____
Jason Baasten
Labor Relations Advisor

LETTER OF UNDERSTANDING: 20-YEAR GRID STEP

LETTER OF AGREEMENT

BETWEEN

ESSENTIA HEALTH-VIRGINIA
AND
ASSOCIATION OF DIAGNOSTIC IMAGING TECHNOLOGISTS

Pursuant to Article 5.7 of the 2025-2028 Collective Bargaining Agreement, the following employees will be placed on the newly created wage step at the end of the contract:

Giese, Katherine
Mattila, Jess
Blake, Marsha
Keith, Jennifer
Asbach, Jody
Brown, Kristine
Kaufmann, Sally
Feroe, Bruce
Gustafson, Kristy
Gunderson, Lisa
Nelson, Steven

Association of Diagnostic Imaging Technologists

By_____
Brett Johnson
President and CEO

Essentia Health

By_____
Jason Baasten
Labor Relations Advisor

LETTER OF UNDERSTANDING: MARKET ANALYSIS

LETTER OF AGREEMENT

BETWEEN

ESSENTIA HEALTH-VIRGINIA
AND
ASSOCIATION OF DIAGNOSTIC IMAGING TECHNOLOGISTS

Upon completion of the market analysis for Radiology, the Union (Association of Diagnostic Imaging Technologist – ADIT) will be notified that the analysis is completed.

The parties agree to meet and confer over the actions taken by the department, subject to Article 7, Market Differential, of the Collective Bargaining Agreement.

Association of Diagnostic Imaging Technologists

By_____
Brett Johnson
President and CEO

Essentia Health

By_____
Jason Baasten
Labor Relations Advisor