



September 9, 2022 - September 8, 2025



Collective Bargaining Agreement

Michigan Nurses Association and UP Health System Marquette

MI NURSES Association
Affiliate of National Nurses United and AFL-CIO

AGREEMENT BETWEEN

**DLP MARQUETTE GENERAL HOSPITAL, LLC dba UP HEALTH SYSTEM
MARQUETTE**

AND

MICHIGAN NURSES ASSOCIATION

(Technical Employees)

TERM OF AGREEMENT

September 9, 2022 - September 8, 2025

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PREAMBLE

THIS AGREEMENT is made and entered into effective the 9th day of September, 2022, by and between DLP MARQUETTE GENERAL HOSPITAL, LLC, d/b/a UP HEALTH SYSTEM MARQUETTE (“Hospital” or “Employer”) and the MICHIGAN NURSES ASSOCIATION (“Association” or “Union”), for and on behalf of the Technical Employees of the Hospital employed within the bargaining unit described in this Agreement. Although not a party to this Agreement, it is noted that the Technical Employees have a local council known as the Marquette Ancillary Staff and Technologists (MAST) herein referred to as “Council” or “Staff Council” which is affiliated with the Association and which has been delegated certain duties and responsibilities by the Association under this Agreement.

PURPOSE AND INTENT

The general purposes of this Agreement are: to set forth the parties’ entire mutual understanding on wages, hours and other terms and conditions of employment; to promote orderly and peaceful labor relations between the Hospital, its Technical Employees, and the Association; to provide a procedure for the adjustment of grievances; and to mutually recognize that the Hospital’s services are essential to the community and that the public has a legitimate interest in having those services promptly and properly performed without interruption. To such desirable ends, the Hospital and the Association commit to work together and to promote and improve the care and comfort of the patients of the Hospital as well as the interests of its healthcare professionals, and to encourage to the fullest degree harmonious and cooperative relationships between their respective representatives at all levels, and among all Technical Employees.

ARTICLE 1– RECOGNITION CLAUSE

Pursuant to the provisions of the National Labor Relations Act, as amended, (hereinafter the “Act”), and in accordance with the Certification of Representative in Case 18-RC-276214, the Hospital hereby recognizes the Association as the exclusive bargaining representative of the employees in the following described unit:

Unit: All full-time, regular part-time, and per diem technical employees employed by the Employer at its facilities located in Marquette, Michigan at 850 W. Baraga Avenue, 580 W. College Avenue, and 427 W. College Avenue in the following classifications: CT Radiographers; Histology Technicians; Lead Cardiovascular Technicians; Cardiovascular Technicians I and II; Holter Monitor Techs; MRI Radiographers; Senior Cardiovascular Technician; Neurophysiology Techs; Neurophysiology Tech Trainees; Laboratory Specialists; Laboratory Lead Technician; Electrocardiographers; Nuclear Medicine Technologists I and II; Respiratory Therapists; Advanced Pharmacy Technicians; Pharmacy Technicians; Surgical Technicians; Senior Surgical Technicians; Senior Surgical Technologist/DaVinci Coordinators; Registered Sonographers; Radiographers; Medical Laboratory Technicians; Medical Technologists; Mammographers; Exercise Physiologists; Radiation Therapists; Special Procedure Radiographers; Echo Cardiographers; Registered Vascular Technologist; Endoscopy Technologists;

Interventional Radiology Technologists; and Cytotechnologists; but excluding all non-technical employees, confidential employees, guards and supervisors as defined by the Act, and all other employees.

If any new position is established in which technical employees are employed by the Hospital, the Hospital will provide 30 days' notice and, upon request by the Association, meet to determine whether such classification(s) should be included in the bargaining unit. Should the parties disagree, either party may have the option of seeking to have such issue resolved by the National Labor Relations Board.

ARTICLE 2– RECOGNITION OF THE HOSPITAL’S RIGHT TO MANAGE

2.1 The Association recognizes and agrees that Management has the right to govern all aspects of operating the Hospital and to direct its entire work force at all times, provided, however, that such right shall not be construed as authorization to violate any provision of this Agreement. The Association agrees it will not disrupt or interfere with the sole and exclusive right and responsibility of Management to manage and operate the Hospital. Generally, this includes, but is not limited to the right to: hire, suspend, discipline, discharge, promote, demote, assign (transfer of over a 60-day duration shall be with the mutual consent of the technical employee); layoff, recall or relieve technical employees; determine the number of shifts, the number of days in the workweek, the hours of work, and the number of employees to be employed by the Hospital at any time; determine the methods and schedules of all operations and services; set standards of professional conduct, productivity and performance; determine what work will be performed and when, where, how and by whom it will be performed; subcontract work; determine by interview, performance, written test or other generally accepted methods or procedures the ability, aptitude, skill level and qualifications of technical employees for assignment to, employment in or promotion to, the various positions and job classifications; enforce and maintain discipline and efficiency among technical employees; determine the nature, scope, and type of facilities, equipment and services provided by the Hospital and alter and install new facilities and equipment; and extend, maintain, change or terminate operations and services. Except as expressly limited by a specific provision of this Agreement, the Employer retains all rights which pre-existed this Agreement.

2.2 Further, the Association recognizes the Hospital’s right to publish policies, rules, and regulations governing the technical employees and others using the Hospital, and to revise, change, or institute new policies, rules, and regulations not inconsistent with the express terms of this Agreement. The Hospital agrees to furnish to a designated representative of the Staff Council a copy of any new or revised Hospital or personnel policies which affect technical employees at the time they are implemented. The Hospital will also present the new or revised policies at the first Labor Management meeting following notification to the Staff Council representative. The Association may grieve any such new or revised policies provided the Association files a grievance within ten (10) days after receipt of such notification; or in the event the policy is discussed at the Labor Management meeting, within ten (10) days of that meeting.

2.3 A technical employee shall not be required to carry out any order or instruction by the Hospital if so doing would jeopardize the health or safety of themselves or others beyond the

risks inherent in the occupation. In all other instances, however, a technical employee covered by this Agreement shall immediately proceed to carry out any order or instruction given them by the Hospital. The technical employee shall raise any question they have as to the Hospital's right to give them the order or instruction only after they carried out the order or instruction, and their question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement. In reviewing such a question, the Hospital will consider the technical employee's professional obligations and responsibilities to the patient, to their profession, to the Hospital, and to themselves.

2.4 The parties agree that staffing decisions, including but not necessarily limited to the determination and selection of adequate staffing of the Hospital, the filling of position vacancies, and the determination of how best to utilize the training and competencies of all personnel, is a managerial right. Accordingly, staffing decisions of the Hospital shall not be subject to the grievance and arbitration provisions of this Agreement. This limitation is not intended to exclude from the grievance procedure grievances which allege violations of any specific contract provision(s) that regulate the scheduling of technical employees. Any disputes regarding the arbitrability of such grievances shall be resolved by the Arbitrator under Article 16 - Grievance Procedure of this Agreement.

2.5 The parties agree that staffing and related subjects can best be discussed within the framework of Article 15 - Labor Management Committee.

ARTICLE 3 – ROLE OF TECHNICAL EMPLOYEE

3.1 Both parties agree that they share a common responsibility for providing quality care for patients that are consistent with accepted industry standards and comply with all local, state, and federal legal and regulatory requirements.

3.2 Both parties agree that technical employees are to perform all activities associated with the needs of the department as determined by their Director or designee, perform all duties included in their job description, and provide direct patient care according to their scope of practice. Technical employees will normally assume only those functions primary to their classification. However, the parties agree that professional responsibility for patient care or treatment may necessitate a technical employee providing other services wherever there is a patient in need of care.

3.3 Both parties agree that healthcare is an always evolving industry and that both parties will assist technical employees in improving their clinical skills, leadership skills, and to improve their knowledge of the care being provided.

3.4. In recognition of the need for maintaining and improving the services of the Hospital, the Labor Management Committee will consider ideas, comments, and suggestions from technical employees.

3.5. Nothing contained in this article shall be interpreted to relinquish in any way the Hospital's right to manage the affairs of the Hospital as stated in Article 2 - Recognition of the Hospital's Right to Manage. Further, the parties agree that any dispute regarding the interpretation

or application of this article may be grieved up to and including Step 3 of the grievance procedure and neither the Association nor any technical employee shall have the right to arbitrate any matter contained in this article. The parties also agree that before filing any grievance under this Article the grieving party shall first refer the matter to the Labor Management Committee for consideration. In order to be timely filed, any grievance under this article must be filed within the timelines indicated in Article 16 -Grievance Procedure following a determination by the Labor Management Committee that the matter cannot be resolved.

ARTICLE 4 – ASSOCIATION MEMBERSHIP

4.1 The parties hereto mutually recognize that each technical employee in the bargaining unit described in Article 1 – Recognition Clause has an equal right to be represented by the Association and that the Association has a duty to provide representation to each such technical employee.

4.2 Neither the Hospital nor the Association will discriminate against any technical employee in the bargaining unit because of membership or non-membership in the Association.

4.3 The Hospital will provide the Association and a designated member of the Staff Council on a monthly basis, a list of names, addresses and hire dates of the technical employees currently employed by the Hospital, along with any submitted authorizations for payroll deduction of new technical employees hired that month.

4.4 New technical employees who will be in the MNA bargaining unit will be scheduled for a one- hour paid lunch break during orientation in order that the Staff Council representatives may meet with any new technical employees who wish to meet them. Such meeting may be held on Hospital premises under the terms specified in Article 6 –Representation and Use of Hospital Facilities. The Hospital agrees to notify the Staff Council of the dates and times such orientation is to be scheduled at least 90 days prior to the orientation. The Hospital shall provide a list of bargaining unit technical employees in attendance at orientation as soon as reasonably practicable prior to the above-referenced lunch.

4.5 The names of bargaining unit technical employees who are transferred to permanent non-bargaining unit positions shall be provided to the Association as soon after the effective date of the transfer as practicable.

ARTICLE 5 – PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

5.1 The Employer agrees to deduct from the salaries of technical employees, dues for the Michigan Nurses Association, and MAST dues if applicable, when authorized in writing by each technical employee.

5.2 Dues shall be deducted together in twelve monthly installments. Appropriate notice shall be given for a technical employee who is on leave or layoff or for whom, for other reasons, no deduction is made in a given payroll period.

5.3 The Association will notify the Hospital in writing of the proper dues to be

deducted. Written notification shall be made not less than thirty (30) days prior to the implementation of any change in the dues withholding rate. Such notice shall not be made more than four (4) times in any calendar year.

5.4 All dues so deducted shall be sent to the Michigan Nurses Association at its office at 2310 Jolly Oak Road, Okemos, Michigan, or to such address as the Association shall direct, promptly under procedures to be established by the Employer. The Association shall be responsible for disbursements of dues received by it to the treasurers of the various associations.

5.5 The Association shall refund to the technical employee dues erroneously deducted by the Hospital and paid to the Association. The Association agrees to indemnify and save the Hospital harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization cards or by reason of the Hospital's agreement to participate in a payroll deduction of Association dues.

5.6 The Hospital shall honor and utilize lawful payroll deduction forms submitted by the Association. A copy of the current form is attached as **Appendix (A)**.

ARTICLE 6 - REPRESENTATION AND USE OF HOSPITAL FACILITIES

6.1 All technical employees covered by this Agreement shall be represented by individuals in the Staff Council.

6.2 The bargaining unit will elect one of the representatives to serve as President, and will keep the Director of Human Resources currently informed of that position.

6.3 Use of Hospital Facilities

A. A duly authorized representative of the Association and/or Staff Council may request the use of an available conference room at the Hospital to meet with bargaining unit technical employees for the purpose of representing such technical employees with respect to issues and complaints or addressing other contract administration matters. Any such use shall be with the prior consent of the Director of Human Resources or designee, which shall not be unreasonably denied. Arrangements for the use of such conference room shall be made through the Director of Human Resources or designee, who shall be provided with information regarding the date, time and hours of the requested use and a general statement of the purpose for such use. The Association and/or Staff Council may only meet with technical employees on the technical employees' non-working time and shall not interfere with the technical employees' performance of their duties or any of the Hospital's operations. The Association and/or Staff Council will be responsible for removing any meeting materials or items from the conference room and ensuring that the room is returned to a condition suitable for use for any following meetings.

B. For purposes of announcing MAST Staff Council and other special meetings, and for posting the minutes therefrom, bulletin boards will be made available in the following areas:

- (1) Imaging next to the CUS board;
- (2) Between Lab and the Pharmacy facing the bulk stores hallway;
- (3) OR Locker room;
- (4) Echo Breakroom

Each bulletin board may be utilized with the proper authorization from the Director of Human Resources or designee.

C. All notices, other than meeting notices (on pre-approved form), list of Officers and Grievance Representatives and phone numbers must be presented to the Director of Human Resources or designee for prompt approval prior to any posting. Such approval shall not be unreasonably denied.

D. The Staff Council, upon making appropriate arrangements through and gaining approval of the Director of Human Resources or designee, may use other Hospital equipment for Staff Council activities. The Staff Council shall be obligated to pay the Hospital's cost of supplies used and/or meals and beverages supplied at such Staff Council meetings.

ARTICLE 7 – DEFINITION OF EMPLOYEE STATUS

7.1 Full-time Employees: those who are regularly scheduled to work at least sixty (60) hours in a pay period.

7.2. Regular Part-time Employees: those who are regularly scheduled to work at least forty (40) hours in a pay period.

7.3 Contingency or PRN Employees: those who are classified by the Hospital as contingency/PRN, have no regular schedule, and are available on an as needed basis. Contingency/PRN employees shall not be utilized as a permanent replacement for any bargaining unit technical employee. Contingency/PRN employees shall be excluded from the bargaining unit unless and until they have worked a minimum of 96 hours in a payroll quarter. Once they work 96 hours in any payroll quarter, they shall remain in the bargaining unit for the following four succeeding payroll quarters. Hours utilized for orientation purposes not to exceed a six-week period shall not be counted for purposes of calculating the ninety-six (96) hour cut-off. The Hospital shall provide the Staff Council with a current list of such contingency/PRN employees on a quarterly basis along with a calculation of the number of hours in that payroll quarter. Contingency/PRN employees will not be required to work weekends, holidays, or call.

7.4 Temporary Employees: those who are hired for a specified period of time on a temporary basis, generally not to exceed sixty (60) calendar days. The Hospital may extend such period as it deems necessary for up to an additional thirty (30) days. The Hospital shall inform the Staff Council of the name of the temporary employee and the department/area where that person is to be assigned and the date of hire within twenty-one (21) days of their date of hire. Temporary technical employees who are retained longer than ninety (90) calendar days shall be credited with seniority as of their first day of work and shall be subject to the provisions of Article 4 – Association Membership from the ninety first (91st) calendar day of hire. Temporary

employees are not represented by the Association.

Temporary employees shall be utilized to fill in for a specific program need or high vacation periods and shall not be utilized to permanently displace bargaining unit employees. Prior to a temporary being hired, the temporary position will be posted. Temporary employees shall not be utilized to fill an existing or newly created vacancy for a permanent position until the Hospital has complied with the posting requirements set forth in Article 24 - Posting Notices of Vacancies of this Agreement.

7.5 Agency Technical Employees: The Hospital may utilize agency employees as needed. Agency employees will not be utilized for a period of more than one year. Agency employees are not represented by the Association.

After one year, agency technical employees will be offered employment with the Hospital or will be terminated, unless otherwise mutually agreed upon between the parties. Should such technical employees accept employment with the Hospital, the applicable provisions of Articles 4 and 7 (*Association Membership and Definition of Employee Status*) will apply. Bargaining unit technical employees will receive preference for matters relating to scheduling prior to scheduling available agency technical employees. Agency technical employees are not intended to and will not be used to diminish bargaining unit positions and work opportunities for Hospital technical employees who are part of the bargaining unit.

7.6 All new and rehired technical employees are considered to be in a probationary period during their first ninety (90) calendar days of employment. A technical employee will begin their probationary period as a technical employee when they are placed in a technical employee position by the Hospital. The Hospital may discharge probationary technical employees for any reason whatsoever. Such discharged technical employees shall have no recourse to the grievance procedure unless the reason for discharge is the participation in Association activities.

7.7 Technical employees shall become eligible for all benefits as specified in this Agreement in accordance with the terms of said benefits/plans not later than the first of the month following thirty (30) calendar days of employment.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.1 Hours of Work and Overtime. The work schedules may be based upon an eight (8), ten (10) or twelve (12) hour workday, with adjustments for part-time and contingent/PRN technical employees. The parties recognize that there are units which historically utilize less than eight (8) hour shifts and that they may continue to do so.

For eight (8) hour workdays, the work schedule shall be based on forty (40) hours of work in an established period of seven (7) consecutive days in a pay period, and overtime shall be paid at one and one-half (1 ½) times the technical employee's regular rate for hours worked beyond forty (40) in such seven (7) day period. For ten (10) and twelve (12) hour workdays, the work schedule shall be based on forty (40) or thirty-six (36) hours of work in an established period of seven (7) consecutive days in a pay period, and overtime shall be paid at one and one-half (1 ½)

times the technical employee's regular rate for hours worked beyond forty (40) in such seven (7) day period.

For all consecutive hours worked beyond the technical employee's normally scheduled work shift of at least eight (8) hours' duration, daily overtime shall be paid at time-and-one-half (1 ½) the technical employee's regular rate, provided that any hours paid at time-and-one-half (1 ½) shall not be pyramided or duplicated.

No employee is to work overtime without prior approval by the department Director, Manager or Supervisor.

8.2 Meal and Rest Periods.

Because of patient care needs, it is understood that it is impossible to set a specific time each day for the taking of breaks and/or meal periods. Break time and meal periods will be regulated for all employees by a supervisor or designee to provide the greatest coverage based on patient care needs.

Technical employees are entitled to one break not to exceed 15 minutes in the first half of the work shift, an unpaid meal period not to exceed 30 minutes toward the middle of the work shift, and one break not to exceed 15 minutes in the last half of the work shift.

Rest breaks may not be used to compensate for arriving late without specific authorization by the department Director, Manager or Supervisor.

Time spent during the meal period is not considered work time for pay purposes.

Break vouchers

A break voucher may be utilized if any technical employee is unable to take their allotted rest period. It is the technical employee's responsibility to notify the department Director, Manager and/or Supervisor when reasonably possible of the potential for not receiving a break in order to allow the department Director, Manager and/or Supervisor to assist in providing for coverage.

In the event that it is not possible for a technical employee to take a rest period (break) during his/her shift, the technical employee shall be exclusively responsible for obtaining and submitting valid vouchers to the Payroll Department within ten (10) days of issuance. To be valid, the voucher needs to be approved and signed by the department Director, Manager and/or Supervisor as applicable within three (3) days of the date the rest period was not utilized.

Such time will be credited at the technical employee's straight time hourly rate and will be paid in the next payroll period. Such time will not be utilized for calculating benefits or overtime.

ARTICLE 9 – GENERAL SCHEDULING GUIDELINES

9.1 Criteria for schedule/shifts/holidays/weekends/on-call.

A. The Employer retains the right to establish all schedules, including schedule shifts, holiday schedules, weekend schedules, and on-call schedules. All posted schedule shifts/holidays/ weekends/on-call need to be filled by the Technical and Contingency/PRN Employees to support Hospital operations. Based on workload and patient needs, Technical and Contingency/PRN Employees may be asked to work on days and shifts not selected to be available. Contingency/PRN Employees will not be required to work on days and shifts where they have designated they are unavailable. Schedule shifts/holiday/weekend/on-call can be added at the discretion of the Employer at any time based on census and Hospital needs. A schedule shift/holiday/ weekend/on-call may be cancelled by the Employer at any time.

(1) The Employer will attempt to provide a minimum of 12 hours' advance notice prior to cancelling a schedule shift. This will not preclude the Employer from offering low need on shorter notice.

(2) If a Technical or Contingency/PRN Employee terminates/transfers, the Director/Manager/ Supervisor/Designee will post the vacated schedule shifts/holidays/weekends/on-call for Technical and Contingency/PRN Employees to fill voluntarily. Any remaining shifts will be assigned by the Director/Manager/Supervisor/Designee according to the existing rotational list. In departments where there is not a rotational list, a list will be created based on departmental seniority. All lists will be posted in a conspicuous area in the department. Employees will not be assigned involuntarily to work on approved days off.

(3) Technical and Contingency/PRN Employees will provide 2 hours' advance notice prior to the start of scheduled shift/holiday/weekend/on-call when calling out.

B. When a Technical or Contingency/PRN Employee needs backfill/desires to swap coverage for a scheduled shift/holiday/weekend/on-call, it is the Technical or Contingency/PRN Employee's responsibility to obtain backfill coverage and receive approval from their Director/Manager/Supervisor/Designee of the coverage change prior to the start of the scheduled shift/holiday/weekend/on-call. If the Technical or Contingency/PRN Employee is unable to obtain backfill/swap coverage and receive approval prior to the start of the scheduled shift/holiday/weekend/on-call, then that Technical or Contingency/PRN Employee remains responsible for working the scheduled shift/holiday/weekend/on-call. Emergencies, such as bereavement, illness, or approved LOA, will be assigned by the Director/Manager/Supervisor/Designee.

C. High Need (additional shift coverage), Extended Hours (minimum 2 hours) and Low Census (reduced coverage) rotational lists will be maintained by the Director/Manager/Supervisor/Designee within their home department where applicable. Credit will

be given to the Technical Employee who fulfills the additional or reduced coverage need, upon approval of the Director/Manager/Supervisor/Designee.

9.2 Scheduling a Procedure for Holidays.

A. Technical employees working a 7-on/7-off schedule will be scheduled for holidays that fall during their regular work rotation.

B. The remaining Technical Employees will be assigned a spot on the holiday shift rotation. New Technical Employees hired will be assigned an open spot in the holiday rotation. Holiday Shift rotation roster will be maintained by the Director/Manager/Supervisor/Designee. If there are more employees than there are holiday shift assignments, a bye year will be granted on a rotational basis, starting with the highest senior employee based on departmental seniority.

C. Notwithstanding (A) & (B) above, those departments that have traditionally assigned holidays equitably with preference given by departmental seniority may continue to do so.

D. Technical Employees may swap/backfill holidays, but they will stay in their original rotation order for the following years.

E. If open holiday shifts exist, vacant shifts will be filled by taking actions in the following order:

(1) Post open shifts for volunteer/s pick up.

(2) Assign Technical Employees, rotating staff based upon departmental seniority (least to most).

F. for departments that use on-call staff to cover the weekends, when the department is closed to outpatient services, each holiday that falls on a Monday or Friday will also have an attached "holiday weekend," not to exceed three (3) consecutive call shifts unless mutually agreed upon, except for departments that have call teams (*i.e.*, multiple people on call at the same time).

9.3 Scheduling Procedure for Schedule Shifts For All Department Excluding Lab and Pharmacy

A. The schedule period will be a minimum of two (2) pay periods.

B. The scheduling procedure for schedule shifts is as follows:

(1) 8 weeks before schedule go-live the Director / Manager/ Supervisor/Designee posts a draft schedule with the following information filled in:

- i. approved vacations, PTO, LOA, assigned weekends and holidays
- ii. number of staff and skillset(s) needed for each shift
- iii. Contingency/PRN Employees submit the shifts and days they are not available to work to their Director/ Manager/ Supervisor/Designee.

(2) Weeks 7 & 6

- i. Technical Employees enter their preferred shifts on the schedule by departmental seniority (most to least).
 1. Select shifts/roles in an equitable rotation to support competency in all qualified skillsets within their home department. For example, Rad Onc - select equitable shifts for Sim and Linac; Diag Rad-equitable shifts for portables, fluoro, OR, DEXA, mammography, etc.

(3) Week 5

- i. The Director/Manager/Supervisor/Designee schedules Contingency/PRN Employees based on the availability they submitted if the scheduled shift(s) are not already covered by Technical Employee(s).
 1. If more than one Contingency/PRN Employee has availability for a given unfilled shift, then the Director/Manager/ Supervisor/Designee will assign the Contingency/PRN Employee by departmental seniority (most to least).

(4) Week 4

- i. Technical and Contingency/PRN employees sign up for 22 remaining shifts voluntarily.

(5) Week 3

- i. The Director/Manager/Supervisor/Designee will assign any remaining schedule shifts in a rotation as follows:

1. Contingency/PRN Employees by departmental seniority (least to most)
2. Technical Employees by departmental seniority (least to most)

(6) Week 2:

- i The final schedule will be posted by the Department Director/Manager/Supervisor/Designee.

9.4 Scheduling Procedure for On-Call and Weekends for all Departments excluding Lab and Pharmacy

A. Weekday Call (Monday-Thursday) will be equitably divided among the staff by departmental seniority and can be signed up by the staff on the draft schedule. Technical Employees who do not sign themselves up for Weekday Call will be assigned call by the Director/Manager/Supervisor/Designee on remaining uncovered weekdays.

B. Weekends (scheduled shifts and on-call) will be selected in a rotation annually (first two weeks in January) as follows:

1. Technical Employees choose one weekend by departmental seniority (most to least) in a rotation until there are no longer enough remaining weekends to equitably select among the Technical Employees.

C. When there are no longer enough remaining weekends to equitably select among the Technical Employees, then those remaining weekends will be selected in a rotation by departmental seniority (least to most).

9.5 Scheduling Procedure – Inpatient Pharmacy, Home Infusion, Outpatient Pharmacy, Hematology/Oncology Pharmacy

A. Schedules will be prepared by the Director/Manager/Supervisor/Designee in 4-week, or 6-week increments aligned with pay periods and will be posted at least two weeks prior to schedule start.

B. Technical Employees holding variable shift positions may communicate shift preferences to the pharmacy scheduler(s). Shift preferences will be taken into consideration when scheduling and granted based on departmental seniority and competency

C. Contingent/PRN Employees will specify the shifts they are not available to work.

D. All Technical Employees of the inpatient pharmacy will be equitably assigned to a weekend rotation.

E. The Director/Manager/Supervisor/Designee will post open shifts for volunteer pick up after assigning shifts per B, C and D.

F. High Need (additional coverage) rotational lists will be used to schedule any remaining open shifts.

9.6 Scheduling Procedure – Core Laboratory, Transfusion Services, Microbiology, Pathology, Flow Cytometry and Donor Services

A. Schedules will be prepared by the Director/Manager/Supervisor/Designee in 4-week, or 6-week increments aligned with pay periods and will be posted at least two weeks prior to schedule start.

B. Technical Employees holding variable shift positions may communicate shift preferences to the scheduler(s). Shift preferences will be taken into consideration when scheduling and granted based on departmental seniority and competency.

C. Technical Employees with regularly scheduled weekend hours are assigned to an evenly distributed weekend rotation. When there are no longer enough remaining weekends to equitably assign among the Technical Employees, the remaining weekends will be assigned by departmental seniority (least to most on a rotating basis) by the Director/Manager/Supervisor/Designee.

1. Technical Employees have the option to be scheduled for additional weekends with the written consent of the Technical Employee and the Director/Manager/Supervisor/Designee.

D. The Director/Manager/Supervisor/Designee will post open shifts for Technical and Contingent/PRN pick up after assigning shifts per B and C. If open shifts are not filled, advanced assignments will be used.

E. Advanced Assignments

1. All Technical Employees are subject to Advanced Assignments.

i Weekends will be assigned first on the Advanced Assignment Weekend List by departmental seniority.\

1. If requested by a Technical Employee, all attempts will be made to provide an alternate day off during the pay period if scheduled over 1.0 status.

2. Credit will be given on the Advanced Assignment Weekend List once assignment fulfilled.

ii All other assignable shifts will be assigned on the Advanced Assignment List to all Technical Employees with part-time employees being assigned first based on departmental seniority.

1. If requested by a Technical Employee, all attempts will be made to provide an alternate day off during the pay period if scheduled over 1.0 status.

2. Credit will be given on the Advanced Assignment List if an employee signs up for an assignable shift.

iii If an employee assigned a shift can get another qualified employee to work the shift; the assigned employee still gets credit for the assignment.

iv If staffing, or workload is such that the Hospital can release an employee from working a day, the assigned employee gets first choice to opt out of working. If the assigned employee chooses to keep the assignment, the next vacation request may be approved and then released based on seniority. An assigned employee who elects not to work does not get credit for an assignment.

v Technical Employees, who are on pre-approved PTO, will not be involuntarily given Advanced Assignments.

2. Short Notice Assignments

i Short Notice Assignment List is used for shifts that provide <2 weeks' notice (i.e., sick calls/emergency/COVID).

1. All Technical employees are subject to the Short Notice Assignment List.

2. Credit will be given for all Short Notice Assignments once fulfilled.
3. If Short Notice Assignment occurs on a weekend, credit will be given on both the Short Notice and Weekend Assignment list.
 - a. Assignment can be split into ½ shift assignments and both employees will receive credit on both assignment lists.
 - ii Only Technical and Contingent/PRN employees already at work can be mandated to work a double shift, or to provide coverage for the remaining vacant shift.
 - iii Technical Employees who are on pre-approved PTO will not be involuntarily given Short Notice Assignments.
3. All lists will be maintained by the Director/Manager/Supervisor/Designee of the home department and posted in a conspicuous area in the department.

ARTICLE 10 - CHARGE ASSIGNMENT

10.1 The Hospital will offer “charge pay” to a designated technical employee when the technical employee is assigned by the department Director/Manager/Supervisor to act in a leadership capacity in addition to their routine shift responsibilities. The additional charge assignment responsibilities shall be determined by the Hospital and shall include, but are not limited to:

- Coordinating patient care
- Staff management
- Day-to-day operations of the department.

10.2 The charge assignment will be pre-determined by the Director/Manager/Supervisor and indicated on the schedule. Determination of the charge assignment will be made by the Director/Manager/Supervisor from the existing staff on the shift schedule. When the scheduled charge assignment is unexpectedly absent, the charge assignment from the previous shift (or Director/Manager/Supervisor if there was no charge pay assignment on the previous shift) will determine the replacement.

10.3 Charge Pay: A technical employee who is assigned a charge assignment will be paid a premium of three dollars (\$3.00) per hour for all hours performing the charge assignment. Charge pay should not continue past the normal shift if the employee is working voluntary double shifts, unless scheduled for charge assignment for both shifts.

ARTICLE 11 - LEAVE OF ABSENCE

11.1 Family and Medical Leave.

A. The Hospital's Leave of Absence policy, as may be amended from time to time, shall apply to the bargaining unit technical employees. The Hospital's Family and Medical Leave Act policy is contained within the Hospital Leave of Absence policy.

B. FMLA leave shall be unpaid except for any portion for which accumulated EIB and PTO days are utilized.

C. A technical employee may use EIB for birth/adoption of a child.

11.2 Military Leave of Absence

The Hospital abides by the provisions of the Federal Regulations regarding reemployment rights as stated in the Uniformed Services Employment and Reemployment Rights Act (USERRA), with respect to the reemployment rights of a technical employee, and to the granting of leaves of absence in accordance therewith. The Hospital's policy regarding military leaves of absence is contained within the Hospital Leave of Absence policy.

11.3 General Leave

Full-time and part-time technical employees are eligible to request and be granted a General Leave of Absence (LOA), without pay, regardless of length of service. All General LOA requests must be filed with the Leave Administrator by telephone or website along with the required certifications.

All requests for a General LOA are reviewed by Human Resources in conjunction with the appropriate Department Director for recommendation for approval prior to processing. Granting of a General LOA shall be at the Hospital's discretion, for a time period not to exceed twelve (12) weeks per LOA; however, the duration of a General LOA for an occupational injury may exceed twelve (12) weeks where required by law.

11.4 Leave for Association Business

A. A technical employee who is an elected officer of the Association and who is required to be absent from work for official Association business shall, subject to the operational needs of the Hospital, be granted a leave of absence without pay and without loss of status, for a period not to exceed twelve (12) months. If the leave granted is thirty (30) days or less, the position of the technical employee shall be held open for the duration of the leave. For leaves in excess of thirty (30) days but less than twelve (12) months, the technical employee will upon request be reinstated to their former position within twenty-eight (28) days from the conclusion of such leave, if such position is available, or if such position is unavailable, to a comparable open position. If, upon expiration of such leave, the technical employee refuses reinstatement to their former or

comparable open position, they shall be terminated and, upon return at a later date, shall be considered a new hire for all purposes.

Technical employees returning from a leave in excess of thirty (30) days shall be reinstated in an available position for which they are qualified. In the event that position is not the technical employee's former position, the following guidelines will apply:

The technical employee shall be permitted opportunity to apply into their former comparable position for a period of one year from the date of return. The option may be exercised only once during this year's time frame. For the purposes of this paragraph the technical employee's former comparable position shall be defined as a position in the same department which the technical employee left and one of the following two options being the same as the former position--same shift or same number of hours. It is the technical employee's responsibility to be aware of and exercise this option for positions.

If, upon expiration of such leave, the technical employee refuses reinstatement to their former or comparable position, they shall be terminated and, upon return at a later date, shall be considered a new hire for all purposes.

B. A technical employee who is elected by the Staff Council to serve on the Association's House of Delegates and Board of Directors and who is required to be absent from work to attend House of Delegate meetings or Board of Director meetings will be granted a leave of absence without pay (but may elect to use benefit time) and without loss of status, subject to the following:

1. The technical employee must submit a request for leave to her department Director or designee and the Chief Operating Officer as soon as possible, but in no event later than forty-five (45) days prior to the date of the leave;

2. Requests for leave shall not be unreasonably denied;

3. Technical employees collectively shall be limited to forty (40) days of leave per calendar year (for example, one (1) technical employee may take up to a maximum of forty (40) days; two (2) technical employees may take a maximum of up to forty (40) days collectively); and

4. No more than five (5) technical employees per calendar year will be allowed to take leave under this section B (no more than one (1) per department).

C. A technical employee who is elected by the Association to serve as a delegate to the officially designated national governing body of which the Association is a member, and who is required to be absent from work to attend delegate meetings will be granted a leave of absence without pay (but may elect to use benefit time) and without loss of status, subject to the following:

1. The technical employee must submit a request for leave to her

department Director or designee and the Chief Operating Officer as soon as possible, but in no event later than forty-five (45) days prior to the date of the leave;

2. Requests for leave shall not be unreasonably denied;
3. The technical employee shall be limited to four (4) days of leave per calendar year; and
4. No more than two (2) technical employees per calendar year will be allowed to take leave under this section C (no more than one per department).

D. Staff Council will maintain and provide an updated list of current elected officers of the Association and MNA (and officially designated national governing body) delegates to the Chief Operating Officer.

E. All requests for time off for Association business under this Article will be routed to the department Director or designee and then the Chief Operating Officer for approval.

ARTICLE 12 – STRIKES, INTERRUPTIONS AND LOCKOUTS

12.1 The parties of this Agreement mutually recognize that the services performed by the technical employees covered by this Agreement are services essential to the public health, safety, and welfare. The Association, therefore, agrees that there shall be no interruption of these services for any reason whatsoever by the technical employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Hospital's premises.

12.2 It is also agreed that the Association, its members, its affiliates, or members of the bargaining unit will not cause, support, encourage, or condone, nor shall any technical employee or technical employees concertedly take part in action against or any interference with the operations of the Hospital such as a strike, work stoppage, sit down, slow down, curtailment of work, or any picketing, patrolling or demonstrations during the term of this Agreement. It is further agreed that members of the bargaining unit will not honor any strike or picket established by another bargaining unit or by another labor organization at the Hospital premises, but will continue to work notwithstanding any such strike or picketing.

12.3 Nothing contained in this section shall result in the discipline or discharge of any technical employee who refuses to cross such picket line if such refusal is occasioned solely by a reasonable and good faith belief that crossing such picket line will result in violence to person or property. Furthermore, technical employees working behind any such picket line or during any such strike will exert their best effort in maintaining quality patient care. However, no technical employee may be required to perform other than their normal responsibilities.

12.4 Any technical employee violating the provisions of this article shall be subject to disciplinary action or discharge, in the discretion of the Hospital. Only questions of fact regarding a violation of this article and a technical employee's participation in such violation shall be subject

to the grievance procedure.

12.5 When the Association receives notice that any strike, sit down, work stoppage, or any other act that constitutes a violation of this article is occurring or is threatened, the Association shall take immediate, positive action to stop or prevent the same. Among other things, the Association will immediately dispatch to the Hospital such officer or person with sufficient authority to terminate or prevent any violation of this article. The Association will advise and confirm to all technical employees participating in the violation that they are subject to summary discharge. The Association will take any further or additional steps as may appear to be required to terminate or prevent any violation.

12.6 When it appears to the Hospital that the Association is unwilling or unable to terminate or prevent any violations of this article, the Hospital may take such action as is necessary to maintain normal Hospital service for the community. The Hospital reserves all of the legal rights and remedies which may be available to it against the Association for breach of this Agreement.

12.7 The Hospital will not lock out any technical employees during the term of this Agreement.

ARTICLE 13 – COMMUNICATIONS

13.1 To facilitate better communication between the parties and to resolve mutual problems, the following is being established:

A. Labor Management Committee (Discussed in Article 15).

B. Channels of Communication - The parties recognize the traditional relationship and channels of communication that exist between technical employees and their supervisor. This system allows for the relaying of information, professional knowledge, and resolution of problems. The format provided within the Hospital structure includes one-to-one communication, unit meetings, committee/council meetings, inservices and/or conferences. Technical employees participating in these meetings shall be compensated at their regular rate of pay.

ARTICLE 14 – SPECIAL CONFERENCES

In the interest of good communications and to cultivate and achieve mutual understanding and cooperation, Special Conferences will be held at the request of either party hereto to exchange ideas and information on special situations relating to the administration and implementation of this Agreement. Such meetings shall be scheduled at the convenience of both parties within 30 days of the initial request for a special conference.

ARTICLE 15 – LABOR MANAGEMENT COMMITTEE

15.1 The parties agree to establish a joint labor management committee. The purpose of the labor management committee is to investigate, study, and discuss problems affecting labor-management relations including contract administration issues and operational concerns in a

sincere attempt to find solutions to common problems.

15.2 The labor management committee will also discuss all ADO forms filed; consider and discuss monthly unit composition data; and discuss any unit changes.

15.3 The labor management committee shall meet, at minimum, once a month for up to two (2) hours.

15.4 The committee will consist of an equal number of representatives from the Staff Council and Hospital management. Permanent members of the committee shall include:

- a. MAST Staff President
- b. 3 MAST Delegates
- c. Chief Operating Officer
- d. 3 Hospital Delegates
- e. HR Director
- f. MNA Labor Representative

15.5 Each party shall designate a co-chairperson of the Committee.

15.6 Agenda items for the next meeting will be established at the prior meeting. Additional items for the agenda should be submitted no later than one (1) week prior to the meeting. Matters to be discussed in these meetings shall be confined to those included in the agenda unless additional items are agreed upon by both parties.

15.7 All resolutions or agreements entered into by the parties will be memorialized in writing and signed by the parties prior to adjourning the labor management meeting.

15.8 Nothing contained in this article shall be interpreted to require the Hospital or the Association to agree to any proposal or to alter or modify any term or condition of this Agreement without the mutual agreement of the parties.

15.9 Neither the Association nor any technical employee shall have the right to grieve over any matters contained in this article except if it involves a failure or refusal of either party to comply with any term of this Agreement.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.1 Definition of a Grievance

The term “grievance” for the purpose of this Agreement means a claim, reasonably founded, of an alleged violation of this Agreement. Technical employees shall not suffer any form of retaliation for filing a grievance or otherwise participating in the grievance process. Such grievance may be initiated by an aggrieved technical employee/technical employees, and in the case of a class action, may be grieved by the Association Representative, Chief Grievance Steward, or his/her designee, acting on their behalf.

16.2 Steps of the Grievance Process

Grievances shall be processed as follows:

Step 1

The technical employee must present the Grievance Form in person and in writing to their Director or authorized management designee not later than ten (10) days after the date of the event giving rise to the grievance. If the technical employee could not have known of such event at the time it occurs, then such grievance must be presented within ten (10) days from the date it reasonably should have been known. The grievance shall specifically refer to the provision(s) of the Agreement alleged to have been violated and shall set forth the known facts in support of the alleged violation, the relief sought, and shall be on a grievance form mutually agreed upon by the parties.

The Director and a Human Resources representative or other appropriate member of management or their designees shall meet with the aggrieved technical employee and a Staff Council Representative within seven (7) days of receipt of said grievance. Such meeting may be waived by mutual consent. The Director or designee shall answer the grievance in writing within seven (7) days after such meeting or, where no meeting is held, within seven (7) days after receipt of such grievance. If the Director or designee is able to resolve the grievance, a signed confirmation shall be executed thereby closing the matter. Failure of the Director or designee to timely respond to the grievance shall automatically advance the grievance to Step 2.

Step 2

If the Step 1 answer does not resolve the grievance, the Chief Grievance Steward or designee may submit an appeal within seven (7) days of receipt of the Step 1 answer. The appeal shall be in writing to the Director of Human Resources, and shall include a statement by the grievant of the unresolved issues regarding the grievance. The Director of Human Resources and the Chief Operating Officer shall meet with the aggrieved technical employee and Staff Council Representative, and at the Staff Council's option, a labor relations representative of the Association, during the regular bi-monthly grievance meeting. Such meeting may be waived by mutual consent. The Director of Human Resources shall answer the grievance in writing within seven (7) days after such meeting or, where no meeting is held, seven (7) days after receipt of such grievance. If the Director of Human Resources and Chief Operating Officer are able to resolve the grievance, a signed confirmation shall be executed thereby closing the matter. Failure of the Director of Human Resources to timely respond to the grievance shall automatically advance the grievance to Step 4.

Step 3

If the grievance is not satisfactorily resolved at Step 2, the parties may, as an option, jointly request the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator to mediate the grievance. Such request should be made within thirty (30) days following the Association's receipt of the Step 2 answer. The mediator shall have no authority to resolve the

dispute, but may make a non-binding recommendation to both parties regarding the appropriate resolution of the grievance.

Step 4

If the grievance is not satisfactorily settled by the foregoing procedure, the Hospital or the Association may file a demand for arbitration within thirty (30) days following the Association's receipt of the Step 2 answer or in the event of mediation, within thirty (30) days following the mediator's recommendation. The arbitrator shall be selected from a list or lists supplied by the FMCS.

In the event either party is dissatisfied with the names appearing on the initial panel list, such party may request a second panel. Where a satisfactory list is received, the Employer shall first strike a name from the list in the first case and the Association shall strike first in the second case. Thereafter, the parties shall rotate striking the first name. The parties shall alternate striking names until one name remains. That person will be the neutral arbitrator.

The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this agreement. The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

Each party shall furnish to the Arbitrator and to the other party whatever facts or materials the Arbitrator may require to properly weigh the merits of the grievance.

The Arbitrator's expenses and charges for services shall be shared equally by the parties.

The Arbitrator's decision shall be final and binding and shall have such precedential effect as future arbitrators or courts may deem appropriate.

16.3 Rules of the Grievance Procedure

A. In no event shall the Hospital be liable for back pay for any period prior to thirty (30) days preceding the day on which the grievance is submitted in writing. Back pay shall be the amount of wages the technical employee would have earned from the Hospital, less any amount received from other employment, self-employment and/or unemployment compensation. The technical employee found to have been discharged without just cause may be required by the Hospital to provide proof she was diligent in seeking substantially equivalent employment as a condition to being made whole where such remedy is ordered by the Arbitrator.

B. For the purposes of the grievance procedure, a day shall be deemed to mean Monday through Friday, excluding holidays, and the day on which the action is taken shall not be part of the time limit provided. In addition, the Employer's response at any step of the grievance process shall be deemed received in accordance with the following: If by personal delivery, then as of the date of delivery; if by U.S. mail, then within three (3) days after deposit in the mail; and if by fax or e-mail, then as of the date of faxing or e-mailing.

C. The time limit at any step of the grievance procedure may be extended by mutual agreement of the parties' representatives at that step. If a grievance advances to Step 4 due to the Hospital's failure to provide a timely response at Step 2, the time limits for filing for Arbitration with FMCS will be extended by the total of (1) the number of days the Step 2 answer is late, plus (2) 30 days. (By way of example, if the Step 2 answer is submitted 10 days after the deadline set forth in Step 2, the Union shall have 40 days to file for arbitration instead of 30 days.)

D. In the absence of any of the parties specified to participate at any step, such party may designate an alternate to act in their place. The name or names of such designees shall be promptly furnished in writing to the other party in any case where the named representative is unable to serve. However, the failure of the grievant to participate at any step in the process shall be considered abandonment of the grievance by the grievant.

E. When a grievance discussion and/or investigation with Hospital management takes place during the working hours of the grievant or Staff Council representative employed by the Hospital, and their presence is reasonably required for such purposes, they will, upon request to their immediate Supervisor, be allowed to leave work as soon as they can be spared therefrom as determined by their Supervisor. They shall be paid at their regular rate of pay for work hours so lost as a result of such investigation or discussion. Employees shall have the right to be represented by the union at all steps of the grievance procedure. A Staff Council representative attending a grievance meeting with management during his or her regular work hours shall be paid for such time at their regular rate of pay. Any investigation or preparation of grievances by a Staff Council representative shall be conducted on the non-working time of all involved unless otherwise agreed.

F. Any grievance settlement arrived at is final and binding upon the Hospital, Staff Council, the Association, and the grievant(s).

G. All grievance discussions, investigations, or proceedings, shall be conducted in such manner and in such areas of the Hospital so as to assure that there will be no disruption, disturbance or interference with normal Hospital operations or atmosphere.

H. The grievant shall have the right to be present at all steps of the grievance procedure.

I. Any grievance which affects the entire bargaining unit or which affects either an entire department or an entire shift may be processed by the Staff Council as a class action grievance and filed at Step 2 of the grievance procedure. Such grievances must be submitted within ten (10) days after the date of the event giving rise to the grievance or within ten (10) days after the Chief Grievance Steward became aware of such event, whichever is later. Grievance meetings held for the purpose of discussing class action grievances shall not exceed five individuals per party, unless otherwise mutually agreed.

J. Grievances involving the discharge of a technical employee or retaliation for filing a grievance shall be filed at Step 2.

K. The parties may by mutual agreement advance any grievance to any successive step of the grievance procedure and waive any step in the grievance procedure.

L. The Arbitrator is empowered by the parties to resolve any disputes arising under this Agreement regarding the arbitrability of any grievance. Any decision by the Arbitrator shall only serve as precedent for the precise facts and circumstances presented in such proceeding.

M. At all steps throughout the grievance process, the original grievance form shall be provided to the Chief Grievance Steward or designee, with copies to be provided to the persons identified on the grievance form mutually agreed upon by the parties. Original grievance responses shall not be sent through the Hospital mail.

N. A bi-monthly grievance meeting, for purposes of hearing Step 2 grievances, shall be scheduled on a day mutually agreed upon with the Director of Human Resources, Chief Operating Officer, Staff Council President, and Staff Council grievance chair. In the event there are no grievances to hear, the meeting will be cancelled. These meetings will generally be held on the second (2nd) and fourth (4th) Wednesday of each month.

ARTICLE 17 – COUNSELING

17.1 Technical employee counseling and the use of counseling forms are intended to bring an issue or concern to the technical employee's attention for the purpose of improving the technical employee's performance. As such, employee counseling forms are not part of the discipline process and not subject to the grievance procedure. If requested, the technical employee shall be entitled to have a union representative present at any discussion regarding any potential counseling they may receive.

17.2 Employee counseling forms are not to be utilized in evaluating candidates for promotions/transfers. After one year from the date the counseling form was issued and upon written request from the technical employee, the written counseling shall be removed from the technical employee's personnel file and returned to the technical employee.

ARTICLE 18 - DISCIPLINE

18.1 Any authorized representative of the Hospital may discipline or discharge employees for just cause. Where appropriate, disciplinary action shall be corrective rather than punitive and may, depending on the seriousness of the offense, consist of a verbal warning, written warning, final written warning, suspension or discharge.

18.2 If requested, the employee shall be entitled to have a Staff Council representative present at any interview with a management representative(s) when the employee has a reasonable basis to fear discipline at such review.

ARTICLE 19 – DRUG AND ALCOHOL TESTING

19.1 The parties agree that it is in the interest of the community, the Hospital, the patient, the technical employee and the profession to maintain a safe and healthy working environment.

To that end the Hospital has adopted a policy which recognizes, among other things, that the possession, use or sale of illegal drugs or alcohol in the workplace poses an unacceptable risk to the safety and well-being of patients and technical employees.

19.2 It is the intent of the parties to make every effort to treat the problem of drug or alcohol abuse constructively and on an individual basis. The parties further agree that the principal purpose of the policies and protocols are to encourage technical employees suffering from alcohol or drug abuse to seek treatment and rehabilitation.

19.3 In administering such policy, the parties further recognize and acknowledge the following principles:

- (A) That all technical employees irrespective of duty or responsibility have a duty to report to work in an unimpaired condition;
- (B) That technical employees suffering from alcohol or drug abuse should be encouraged to report such problem confidentially to the Employee Health Manager and be encouraged to seek appropriate treatment;
- (C) That the results of any drug or alcohol test will be maintained on a confidential basis; and
- (D) That testing will be conducted in such a way as to assure accuracy and confidentiality of the results. Accordingly, testing will be done at an unaffiliated laboratory in accordance with state, federal, and industry standards.

ARTICLE 20 – CHANGES IN PERSONNEL RECORDS

20.1 Each technical employee covered by this Agreement shall have the personal responsibility to keep the Hospital advised of any changes in legal name, preferred name, preferred pronoun, address, telephone number, number of dependents and other changes which may affect taxes or social security coverage.

20.2 Such changes shall be reported to the Human Resources Office in writing on forms provided by the Hospital, as soon after the change occurs as possible. The Hospital shall rely upon the last information provided by a technical employee and shall have no responsibility for failure of a technical employee to promptly report any of the above changes.

ARTICLE 21-- ANTI-DISCRIMINATION

21.1 The Hospital and the Association agree that neither party will enforce or apply the terms of this Agreement in a manner which discriminates against technical employees covered by this Agreement in violation of any law or regulation.

21.2 Whenever reference is made in this Agreement to the female pronoun, she, her, etc., it is intended and shall be deemed to include reference to the equivalent male pronoun, he, him, his, and non-binary pronoun, them, they.

ARTICLE 22 – EFFECT OF THIS AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject and matter not removed by law from the area of collective bargaining. Accordingly, it is agreed that the entirety of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and constitute the entire agreement between the parties. Unless specifically so provided in this Agreement to the contrary, all past practices, verbal agreements or grievance settlements not reduced to writing shall not be binding on either party. In addition, no future grievance settlements will be relied upon by the parties unless that grievance settlement has been reduced to writing and executed by the parties.

ARTICLE 23 – TERMINATION OF EMPLOYMENT

23.1 At least four (4) weeks written notice of termination of employment shall be given by a technical employee.

23.2 At least four (4) weeks' notice of termination of employment shall be given to a technical employee by the Hospital. This provision shall not apply to probationary technical employees or disciplinary discharge.

ARTICLE 24 – POSTING NOTICES OF VACANCIES

24.1 When the Hospital elects to fill a vacancy for a position covered by this Agreement, the Hospital will post an appropriate notice on the Hospital's website. Such notice shall be posted for a period of no less than five (5) days, excluding Saturdays, Sundays, and holidays before the position is filled. Technical employees interested in applying for any vacancy are directed to submit an application online.

24.2 Except as otherwise provided herein, any technical employee covered by this Agreement who is qualified for an open position and has completed the probationary period (as defined under Article 7 - Definition of Employee Status) in their current position may apply for the position. Preference will be given to qualified internal candidates on that unit, who shall be interviewed first. If none of the internal candidates on that unit are qualified and/or selected, the Hospital shall then interview qualified internal applicants from other units. If no qualified employees employed by the Hospital apply for such opening, the Hospital may fill the opening by hiring a new technical employee. The Hospital will attempt to complete the selection process within a reasonable period of time.

24.3 Once a technical employee has posted to, and been accepted for such posted position within another department, the transfer shall, absent unusual circumstances, be made no later than the start of the pay period closest to six (6) weeks from the date of selection.

Once this transfer has been effected, the technical employee may not repost for open positions in a different department prior to a period of twelve (12) months from the date of the transfer. Exceptions may be made by mutual agreement of an authorized representative of Staff

Council and the Director of Human Resources or designated representative.

24.4 If two or more technical employees apply for the same opening and both meet the minimal qualifications set for the position, the opening shall be awarded to the most qualified technical employee. The Director for the department or designee shall determine who the most qualified technical employee is based on the following criteria: work record, education (formal and informal), experience, ability, and other criteria which is valid for the position. If two (2) or more technical employees who apply for the same vacancy are equally qualified, the position shall be awarded to the technical employee with the most bargaining unit seniority.

24.5 The electronic listing of all technical employee postings shall be updated continuously on the electronic job posting site. Upon request made to the Director of Human Resources, Staff Council will be provided with the names of the successful candidates for the vacant, posted positions. Requests shall be made on a timely basis. Requests shall not be made for postings beyond a thirty day period.

24.6 Notwithstanding anything to the contrary herein, management may transfer or place technical employees into vacant or newly created positions when it believes it is necessary to do so to comply any federal or state law or regulation, including the Americans With Disabilities Act, and the state workers' compensation statute.

24.7 Postings will contain, at a minimum, the following information:

- A. Date of posting
- B. Name of Position
- C. Shift
- D. Department
- E. Pointage

ARTICLE 25 - LAYOFF AND RECALL

25.1 Layoff

A. The Hospital has the right to layoff technical employees to the extent the Hospital determines to be necessary.

B. In the event it becomes necessary to reduce the size of the Hospital's work force, the Hospital will notify the Association of such prospective layoff and, if requested, meet with the Association to discuss the effect of such a layoff on the technical employees. Nothing herein shall preclude or postpone Hospital implementation of such layoff under the terms agreed upon in this article, notwithstanding that such layoff occurs during the pendency of meeting or discussion between the parties.

C. In the event layoff becomes necessary within any department of the Hospital, the Hospital shall initially seek volunteers for such layoffs. Full and part time technical employees with the greatest seniority shall be given priority in taking a voluntary layoff, provided

the technical employees remaining possess the qualifications, skill and ability necessary to perform the work normally performed by the senior technical employees without additional training. Should further reductions be necessary, contingency employees within the department shall be laid off next, then probationary employees, regular part-time employees and regular full-time employees within the department shall be laid off in that order.

D. In the event a technical employee is subject to layoff in their department and a posted vacancy exists in another department, such employee shall have the option of transferring to such position if the employee possesses the qualifications, skill and ability necessary to perform the position. In the event two or more technical employees seeking such positions are equally qualified, they shall be assigned in accordance with bargaining unit seniority with the most senior person being placed first. For purposes of this paragraph, a vacancy shall be deemed to exist in any job classification in which an unfilled posted vacancy exists or a temporary, probationary, or contingency employee is employed. A technical employee designated for layoff shall be given preference to fill any posted vacancy for which the employee possesses the qualifications, skill and ability necessary to perform the position. Any technical employee who elects not to transfer into such vacant position shall be laid off.

E. In the event there is no available vacant position into which a technical employee subject to layoff can be transferred, such employee may exercise one of the following options:

1. Accept the layoff with the right to recall as specified in the Recall paragraph of this article or
2. Seek to bump the least senior bargaining unit technical employee, provided the technical employees remaining possess the qualifications, competency, skill and ability necessary to meet service need as determined by the Director.

F. Any technical employee who desires to exercise the option to displace another technical employee in lieu of accepting a layoff must notify the Hospital of the desire to displace within forty-eight (48) hours after notice of layoff. Failure to give timely notice shall result in the forfeiture of this option.

25.2 Recall

A. Recall from layoff shall be made in the reverse order of layoff, provided the technical employee possesses, in the judgment of the Hospital, the qualifications, skill and ability to perform the available position.

B. Notice of recall may be given in person, by telephone or by certified mail. If the technical employee fails to report to work when notified to do so by the starting time of their shift of the fifth (5th) day after such notice is received, they shall be deemed to have terminated employment at the Hospital. Such reporting period may be extended on an individual basis only by mutual agreement by the parties.

25.3 Temporary Layoff

A. A temporary layoff is defined as a reduction in work force for a period of time of not less than 10 calendar days but not more than 30 calendar days.

B. In the event a temporary layoff is anticipated, the Hospital will notify the Staff Council/Association of such prospective layoff. If Staff Council/Association makes a timely request (within 48 hours) for a meeting to discuss the effect of such layoff on technical employees, the parties will immediately meet. During such meeting, the parties may discuss options in lieu of a temporary layoff.

C. In the event a temporary layoff becomes necessary, volunteers from the affected department(s) shall initially be sought. Full and part time technical employees with the greatest seniority shall be given priority in taking a voluntary layoff, provided the technical employees remaining possess the qualifications, skill and ability necessary to perform the work normally performed by the senior employees without additional training. Should further reductions be necessary, temporary technical employees and non-bargaining unit contingency employees within the unit shall be laid off next. Should further reductions become necessary, contingency employees within the department shall be laid off next, then probationary employees, regular part-time employees and regular full-time employees within the department shall be laid off in that order.

D. If the layoff is anticipated to exceed the initially anticipated timeframe, the parties shall meet and determine whether to extend the temporary layoff or to implement the layoff language in Section 25.1.

E. In the event the affected staff are needed to return to work prior to the anticipated end date of the temporary layoff, technical employees will be recalled from layoff in the reverse order of seniority, provided the technical employee possesses, in the judgment of the Hospital, the qualifications, skill and ability to perform the available work. Notice of recall may be given in person, by telephone or by certified mail. If the technical employee fails to report to work when notified to do so by the starting time of their shift of the fifth (5th) day after such notice is received, they shall be deemed to have terminated employment at the Hospital. Such reporting period may be extended on an individual basis only by mutual agreement by both parties.

ARTICLE 26 – CHANGE IN UNIT STRUCTURE

In the event it is determined necessary to permanently consolidate, close units, or make new units, the Hospital will notify the Staff Council of its intent. Absent emergency circumstances, the Hospital will attempt to provide the Staff Council with 14 days' advance notice of any such action. Upon request, the parties will promptly bargain in good faith over its impact on the bargaining unit. This is not intended to postpone Hospital implementation of these possible measures should it be necessary to do so pending the completion of these discussions.

ARTICLE 27 – SENIORITY

27.1 Definitions

A. Hospital seniority is defined as the length of time a technical employee has been continuously employed by the Hospital from their last date of hire.

B. Bargaining unit seniority is defined as the most recent date of hire or transfer of a technical employee into the bargaining unit.

C. The Hospital will prepare and periodically update a bargaining unit seniority roster quarterly. A copy of such list shall be supplied to MNA and Staff Council and shall be controlling with respect to disputes regarding seniority unless written objection is made to such list within ten (10) days following receipt of such list.

27.2 Accrual

A. A technical employee's Hospital seniority shall commence after completion of their probationary period and shall be retroactive to the most recent date of hire.

B. Seniority shall continue to accrue during paid leaves of absence and during any layoff up to, but not in excess of, twelve (12) months.

27.3 Loss of Seniority

A. A technical employee's seniority and/or employment relationship with the Hospital will terminate if:

1. The technical employee resigns, retires or quits and does not return to the Hospital within 90 days;
2. The technical employee is discharged for cause and is not reversed through the grievance procedure;
3. The technical employee fails to return to work at the termination of an authorized leave of absence or vacation unless such failure to return is beyond the control of the technical employee.
4. The technical employee is absent from work for three (3) consecutive days without prior notice to the Hospital and without satisfactory reason for such absence, unless such failure to notify is due to circumstances beyond the control of the technical employee;
5. The technical employee fails to return to work upon recall from layoff five (5) calendar days after receipt of notice of recall, provided such notice is given at the last known address of the technical employee on file with the Hospital and, further provided, such failure to return is beyond the control of the technical employee. In the event the technical employee claims that failure to

return was beyond their control within the meaning of paragraphs 3, 4, or 5, the technical employee shall be required to provide documentation showing it was not possible to notify the Hospital through any means of communication;

6. The technical employee is absent due to illness or injury for a period of one (1) year or the length of the technical employee's bargaining unit seniority, whichever is less. In the case of an occupational illness or injury, such a period shall be one (1) year.
7. The technical employee is laid off and not recalled for a continuous period of two (2) years from the date of the layoff, whichever is shorter.

B. A technical employee's bargaining unit seniority will terminate three months following a technical employee's acceptance of a permanent non-bargaining unit position. In the event a technical employee returns to a bargaining unit position, their bargaining unit seniority date shall be the date of such return.

27.4 Application of Seniority

A. Hospital seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor in determination of such benefits under this Agreement.

B. In the case of layoffs, recalls, vacation requests, and requested days off, bargaining unit seniority for those technical employees within the department shall apply.

C. Bargaining unit seniority shall apply in other instances.

D. In the event two or more technical employees have the same seniority date, the technical employee(s) with the greater total number of worked hours in the previous calendar year shall be deemed to have greater seniority.

ARTICLE 28 – SAFETY AND WORKPLACE VIOLENCE

28.1 The Hospital will observe all applicable health and safety laws and will take all steps reasonably necessary to assure technical employee safety.

28.2 Every technical employee will observe all applicable and reasonable safety rules and instructions established by the Hospital and applicable safety laws and governmental regulations.

28.3 The Staff Council will notify the Director of Human Resources of its members selected to serve on the Safety Committee to assure that concerns of the Staff Council/Association are addressed. The Safety Committee shall be comprised of at least the following members:

One member of the MAST Staff Council Executive Team plus three members of the technical employee bargaining unit (no more than one member per department)

The COO

28.4 The Safety Committee will meet monthly to review workplace safety issues including but not limited to ergonomics, hazardous materials and environmental exposures, workplace injuries, and workplace violence/abuse. Minutes of the Safety Committee meeting will be distributed to each unit. Where appropriate, a follow up letter will be sent to individuals involved or impacted by issues addressed by the Safety Committee.

28.5 Technical employees participating in the Safety Committee shall be compensated at their regular rate of pay while attending a meeting or participating in an investigation for the Committee.

28.6 The parties are committed to maintain an environment that is safe and free from violence and will not tolerate violent or threatening behavior. All Hospital community members share the responsibility and are expected to maintain a climate of behavior that does not tolerate acts of bullying, violence, threats and aggression. The Hospital will not tolerate actions that serve to target or intimidate members of our community based on race, ethnicity, gender, gender identity, sexual orientation, religious or political beliefs, national origin or other personal characteristics. The Hospital's Workplace Violence Prevention Plan/Policy shall apply to the bargaining unit.

- (A) It is expected that employees experiencing acts of violence or aggression will complete and submit an incident report.
- (B) When the Hospital learns of such incidents, it will address them promptly by following the chain of command. Depending on the severity of such incident the Risk Manager or Administrator on Call will be notified promptly, to address the incident. Often, this means immediately and, in most cases, within 24 hours.

ARTICLE 29 – PAID TIME OFF AND EXTENDED ILLNESS BANK

29.1 Technical employees shall be eligible for the PTO and EIB time accruals per the scheduled outlined below. The technical employees' participation in such plans shall be on the same terms and conditions (including, but not limited to, eligibility requirements) applicable to non-bargaining unit employees per Hospital policy.

PTO Accrual Schedule – Effective First Pay Period After Ratification Full-time based on status/Part-time based on hours worked up to a max of 40 hours per week				
Years of PTO Eligibility	Accrual Rate Per Eligible	Maximum Accrual Rate	Annual PTO Hours Accrued	Maximum PTO Bank Hours

	Hour Worked	Per Pay Period		
0 through 4 Years	0.0788	6.31	164	246
5 through 10 Years	0.0981	7.85	204	306
11 through 19 Years	0.1096	8.77	228	342
20 Years	0.1173	9.38	244	366
21 years	0.1212	9.69	252	378
22 Years	0.1250	10.00	260	390
23 Years	0.1288	10.31	268	402
24 Years	0.1327	10.62	276	414
25+ Years	0.1365	10.92	284	426

EIB Accrual Schedule			
Full-time based on status/Part-time based on hours worked			
Accrual Rate per Eligible Hour Worked	Maximum Accrual Rate per Pay Period	Annual EIB Accrual Hours	Maximum EIB Bank Accrual
0.02700	2.16	56.16	650

29.2 Paid Time Off will be granted and scheduled by the department Director/Manager based upon job classification.

29.3 Requests for PTO shall be submitted and granted utilizing the following procedure and the instructions attached to the PTO Request Form:

A. All PTO requests for the period of April 1 through September 30 must be submitted in writing on a PTO Request Form by January 15 in the year the PTO will occur. Technical employees shall designate their first, second, third preference for PTO time.

B. All requests for the period of April 1 through September 30 will be approved or disapproved by the department Director/Manager by January 30.

C. All PTO requests for the period of October 1 through March 31 must be submitted in writing on a PTO Request form by the prior July 15. Technical employees shall designate their first, second, third preference for PTO time.

D. All requests for the period of October 1 through March 31 will be approved or disapproved by the department Director/Manager by July 30.

E. PTO will be granted based on bargaining unit seniority.

F. No more than two consecutive weeks of PTO may be taken during the prime PTO times of June 1 through September 1. A two week PTO would provide for the weekend

before the PTO, the weekend during the PTO, and the weekend immediately following the PTO as weekends off provided the middle weekend was his/her weekend to work. A third consecutive week will only be granted if there are no other requests granted during that same time period.

G. No more than 30 consecutive calendar days off may be taken during the PTO period from January 1 through April 1. An additional seven (7) days may be granted if there are no other requests granted during the same time period.

H. A PTO schedule of all granted PTO and pending requests shall be maintained in each department available to all technical employees who work in that department.

29.4 For individuals submitting requests outside of the time frame identified above it shall be the right of the department Director/Manager to determine whether or not they can be granted. Technical employees will be notified of whether their request has been granted within 15 days after the request is submitted.

29.5 In the case of a technical employee's death, any unused PTO pay will be in accordance with applicable law.

29.6 In the event of an emergency, disaster, or unforeseen changes in personnel availability, the Hospital reserves the right to cancel PTO as necessary.

29.7 During the proper notice periods as specified in Article 23 - Termination of Employment, a technical employee covered by this agreement will not have PTO approved. A technical employee who resigns from employment in good standing with proper notice after one year of employment will receive terminal pay for eligible pro-rata PTO accrued at their straight time hourly rate at the time of termination.

29.8 Technical employees who transfer to a unit after PTO time has been scheduled for them may take PTO only as determined by the department Director/Manager of the unit they are transferring to.

29.9 Whenever possible, the Hospital will encourage PTO at historic periods of low activity such as during the holidays.

29.10 For purposes of this section, the Hospital recognizes the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day before Christmas and Christmas Day. Technical employees who are scheduled to work on a holiday shall be paid one and one half (1 ½) times their regular hourly rate for hours actually worked. For the Christmas holiday (day before Christmas and Christmas day) the holiday shall begin at 7 a.m. on December 24 and extend to 7 a.m. forty-eight (48) hours later on December 26.

ARTICLE 30 - INSURANCE BENEFITS

30.1 All full-time and regular part-time technical employees with 40 normal scheduled hours or more per pay period are eligible on the first of the month following 30 days of continuous employment for Hospital medical, dental and vision insurance, flexible spending account,

pharmacy benefits, and long-term disability benefits (hereinafter “insurance benefits”).

30.2 Eligible technical employees covered by this Agreement will receive, for the term of this Agreement, the same insurance benefits that are provided to the Hospital’s non-bargaining unit employees. To receive such benefits, eligible technical employees covered by this Agreement must satisfy all eligibility requirements of the Hospital’s insurance plans and must make all contributions required by such plans.

30.3 The 2022 bi-weekly employee contributions/premiums for the Hospital’s medical insurance benefits are set forth below. These employee contributions/premiums are subject to annual increases of three percent (3%).

2022 Rate Sheet

Bi-Weekly Medical Contributions: Full Time Employees

Coverage Option	PPO Plan - Your Premium	HRA Plan - Your Premium	HDHP Plan - Your Premium
Employee Only	\$85.19	\$54.16	\$45.00
Employee + Spouse	\$159.33	\$83.59	\$71.54
Employee + Child(ren)	\$138.23	\$74.18	\$63.49
Employee + Family	\$182.10	\$109.86	\$94.02

Note: Medical coverage includes Pharmacy benefits.

Bi-Weekly Medical Contributions: Part Time Employees

Coverage Option	PPO Plan - Your Premium	HRA Plan - Your Premium	HDHP Plan - Your Premium
Employee Only	\$116.30	\$75.38	\$64.51
Employee + Spouse	\$217.49	\$116.35	\$99.58
Employee + Child(ren)	\$188.71	\$103.26	\$88.37
Employee + Family	\$248.59	\$152.91	\$130.86

Ways to Save	PPO Plan - Your Discount	HRA Plan - Your Discount	HDHP Plan - Your Discount
Tobacco Free Discount	\$20.00	\$20.00	\$20.00
LifeWise Discount – Silver	\$5.00	\$5.00	\$5.00
LifeWise Discount – Gold	\$15.00	\$15.00	\$15.00
LifeWise Discount – Platinum	\$25.00	\$25.00	\$25.00

Note: LifeWise Discount is based on 2021 Vitality status. 2022 new hires receive silver level status by completing the Vitality Health Review within 45 days of their benefit effective date.

LifePoint Contribution	PPO Plan	HRA Plan	HDHP Plan
Employee Only	\$0.00	\$500.00	\$250.00
Employee + Spouse	\$0.00	\$650.00	\$500.00
Employee + Child(ren)	\$0.00	\$800.00	\$500.00
Employee + Family	\$0.00	\$1,000.00	\$500.00

Note: During the Plan Year, the maximum HRA dollars that one family member can use is \$500 out of the total HRA employer contribution. For new hires during the Plan Year, the LifePoint contribution to the HRA account is prorated based on eligibility date.

Bi-Weekly Dental Contributions: Full Time Employees

Coverage Option	Premier Plan Your Premium	Basic Plan Your Premium
Employee Only	\$0.00	\$0.00

Employee + Spouse	\$2.30	\$1.17
Employee + Child(ren)	\$2.39	\$1.20
Employee + Family	\$2.98	\$1.50

Bi-Weekly Dental Contributions: Part Time Employees

Coverage Option	Premier Plan Your Premium	Basic Plan Your Premium
Employee Only	\$0.00	\$0.00
Employee + Spouse	\$4.53	\$2.28
Employee + Child(ren)	\$4.71	\$2.34
Employee + Family	\$5.87	\$2.93

Note: The cost sharing tables for the all other benefits (as show below) applies to both full time and part time employees.

Bi-Weekly Vision Contributions:

Coverage Option	Premier Plan Your Premium	Basic Plan Your Premium
Employee Only	\$0.00	\$0.00
Employee + Spouse	\$11.02	\$5.56
Employee + Child(ren)	\$11.02	\$5.56
Employee + Family	\$17.88	\$8.66

30.4. During the term of this Agreement, the Hospital will offer technical employees the opportunity to participate in the voluntary supplemental health and wellness benefits that are made available to hourly, non-bargaining unit employees of the Hospital, on the same terms and conditions (including, but not limited to, eligibility requirements) applicable to such non-bargaining unit employees.

30.5 Any technical employee who is not eligible for health insurance coverage under the provisions of this Agreement, but who qualifies as a “full-time employee” as defined in the Patient Protection and Affordable Care Act, P.L. 111-48, as amended (the “PPACA”), and implementing regulations promulgated by the Internal Revenue Service (the “IRS Regulations”), for purposes of the PPACA’s shared responsibility penalties, shall be eligible for coverage under the Hospital’s insurance benefits on the first of the month following thirty (30) continuous days of employment or as otherwise provided in the PPACA and IRS Regulations.

30.6 The Hospital has the right to change the insurance benefits of eligible technical employees covered by this Agreement, including, but not limited to, the right to change coverage and/or benefit levels, employee premiums and/or contributions, co-pays and/or other costs, carriers and/or plan providers, and/or the insurance plans themselves, to the same extent that changes are made to the insurance benefits provided to non-bargaining unit employees, except to the extent set forth in section 2 of this Article. Changes to the insurance benefits of eligible technical employees covered by this Agreement will occur at the same time as changes to the insurance benefits on non-bargaining unit employees. When and if health benefit alternatives become available that the Hospital is interested in offering to its technical employees, the parties will meet to review and consider the alternative(s). Plans will be administered in accordance to the terms of the applicable plan.

30.7 The Hospital will provide Dental and Vision benefits for all full-time and regular part-time technical employees. Technical employees will be given the option to add dependent

coverage through payroll deduction at their expense. The Hospital reserves the right to seek and obtain dental and vision plans of its choice provided that copies of such plans are made available to and reviewed with MNA's representative prior to implementation.

30.8 The Hospital will provide a long-term disability program for all full-time and regular part-time technical employees. The Hospital reserves the right to seek and obtain a long-term disability plan of its choice.

30.9 The Hospital shall be entitled to adopt any and all amendments or modifications to its Health, Dental, Vision and other insurance benefit plans and coverages set forth and agreed upon in this Agreement as may be required to comply with the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), P.L. 93-406, the Patient Protection and Affordable Care Act (P.L. 111-148), the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152), any other laws affecting welfare benefit plans, and any regulations and orders issued pursuant to any such laws; provided that the Hospital shall provide prior written notice to the Staff Council President and, further provided, that such amendments or modifications shall not change the contributions or annual caps set

ARTICLE 31 - JURY DUTY

31.1 A technical employee who is called for jury duty or who has been subpoenaed to be a witness at a judicial proceeding must notify their supervisor immediately upon receiving the notice of being so called.

31.2 To be eligible for supplemental pay as provided herein, the technical employee shall as soon as possible present to their supervisor a written statement from an appropriate official showing the dates, times, and pay for the jury duty and/or the subpoena or copy thereof, showing the date and time scheduled to be a witness.

31.3 Upon certifying to the Hospital that all such pay for those days which they currently would have been scheduled to work received for such jury duty or witness pay shall be endorsed to the Hospital within five (5) working days after it is received by the technical employee, the Hospital shall continue to pay to the technical employee their straight time pay while said technical employee is serving as a juror or witness for such time as the technical employee would otherwise have been scheduled to work.

31.4 Supplemental pay will be provided to a technical employee in addition to the jury duty or subpoena pay received to assure that the technical employee has no loss in pay resulting from jury or witness duty. In assuring that the technical employee has maintained their normal pay, the technical employee's total remuneration will be calculated based upon the technical employee's straight time net pay which would have normally been received but for such jury or witness duty.

31.5 Such supplemental pay will be provided only in such instances where the technical employee is required to be on jury duty or, in the case of witness duty, has been subpoenaed to be a witness by the Hospital or is subpoenaed to be a witness by any party in a judicial proceeding involving liability claims against the Hospital, its employees, agents, contractors, or any other

persons utilizing the facilities of the Hospital.

31.6 As soon as practicable, the technical employee shall meet with their supervisor so that arrangements can be made to schedule for the technical employee's absence from regular duty in order to serve on jury duty or to give testimony. A technical employee scheduled to work the night shift will be excused from work for the night preceding jury duty. A technical employee scheduled to work the day and afternoon shift will be excused from work for the day of jury duty.

ARTICLE 32 - BEREAVEMENT

32.1 At the time of death of a member of the immediate family as described below, a technical employee shall be granted a leave of absence for an appropriate period of time in order to make funeral arrangements and/or attend the funeral or memorial service and grieve. A full time technical employee shall be paid for three (3) of their scheduled work days (up to 24 hours) of such personal business, bereavement leave. Regular part-time technical employees shall be paid for two (2) of their scheduled days (up to 16 hours). A contingent/PRN technical employee shall be paid for one (1) scheduled day (up to 8 hours). Bereavement days shall be paid for any of the above categories for scheduled work days taken up to five (5) days excluding the day of death, following the death of the immediate family member. In the event that internment or memorial services are performed later than the five (5) calendar days after death, and the technical employee did not take all of their bereavement paid time off as allowed above, the days as provided in this section may, upon the authority of the Director of Human Resources, be deferred until the time of internment or memorial service. The technical employee shall be compensated at his/her regular straight time rate of pay for time lost.

32.2 "Immediate family" shall mean grandparent, grandparent-in-law, parent, spouse, child, child-by-law, grandchild, brother, sister, brother-in-law, sister-in-law, parent-in-law, son-in-law, or daughter-in-law, and those relations referred to as step, wherever they may have resided, or any other significant other who resided in the same household as the technical employee.

32.3 Employees who need additional time beyond paid bereavement may request PTO or unpaid time off. Such requests shall not unreasonably be denied by the Hospital.

32.4 The Hospital may require verification of death and/or of the relationship of the technical employee to the deceased, at its discretion, following the leave and before making payment for the bereavement time. The technical employee shall fill out forms provided on-line on the Hospital's intranet within three (3) days after the technical employee returns to work. The Hospital may withhold payment if the technical employee did not make prompt request for leave of absence prior to taking time off, so that their work could be covered in their absence.

ARTICLE 33 - STAND-BY / ON CALL

GENERAL GUIDELINES

1. The Hospital retains the right to establish stand-by/on-call shifts. All posted on-call shifts are to be filled. Scheduled on-call shifts can be added at the discretion of the Hospital at any time based on census and department needs. A scheduled on-call shift may be cancelled by the

Hospital at any time. Technical Employees shall be expected to be available to work their entire standby shift.

2. Technical Employees on standby will be paid four dollars and fifty cents (\$4.50) per hour for each hour on-call and one-half (1 ½) their regular rate for each hour worked on callback.

3. Technical Employees are guaranteed a minimum of two (2) hours of work (or pay-in-lieu thereof by mutual agreement) at time and one-half (1 ½) when after being relieved of duty and leaving the Hospital premises they are required to report back to work.

4. A Technical Employee who is assigned standby on a holiday shall be paid at the rate of six dollars (\$6.00) per hour for each hour on standby and two times (2x) their regular rate of pay for each hour worked on callback.

FATIGUE TIME FOR TECHNICAL EMPLOYEES WITH HOME DEPARTMENT IN PROCEDURAL AREAS (SURGICAL SERVICES, ENDOSCOPY, CARDIAC CATH LAB, AND INTERVENTIONAL RADIOLOGY)

1. Except provided below, Technical Employees on standby who are called in and work a shift of eight (8) hours to less than fourteen (14) hours shall be allowed ten (10) hours off, following the last time they punched out during their standby shift, before they may be required to work any portion of their regularly scheduled hours. Following said ten (10) hours off, the technical employee shall report to work for the balance of their scheduled shift and be paid only for those hours worked, unless otherwise specifically authorized by the department Director/Manager/Supervisor/Designee.

a. Technical Employees on standby who are called in and work during the two (2) hour period immediately before the start of their regularly scheduled shift, and who have not been called in within the eight (8) hour period prior to such call-in, may need to continue working up to the end of their regularly scheduled shift as necessary to meet patient needs and be paid only for those hours worked. The Hospital shall use reasonable efforts to arrange for alternative coverage for the Technical Employee upon request.

2. Technical Employees may use their EIB, PTO, or “low need” for any hours off that qualify as Fatigue Time.

3. Technical Employees on standby who worked fourteen (14) or more hours within a twenty-four (24) hour period, and who are regularly scheduled to work the following shift, will receive twelve (12) hours off following the completion of their work cycle.

FATIGUE TIME FOR TECHNICAL EMPLOYEES WITH HOME DEPARTMENT IN ALL DEPARTMENTS EXCLUDING PROCEDURAL AREAS

1. Technical Employee on standby who worked callback between 11:00pm to 5:00am, so that less than eight (8) hours are available prior to the start of their next scheduled shift, may be eligible for Fatigue Time if they are not needed during their following shift.

a. Technical Employees on standby will stay or return to work up to the end of their regularly scheduled shift as necessary to meet patient or department needs and be paid only for those hours worked. The Hospital shall use reasonable efforts to arrange for alternative coverage for the Technical Employee upon request.

b. If the Technical Employee is not needed to meet patient or department needs as determined by the department Director/Manager/Supervisor/Designee, then the Technical Employee may exercise the option to take up to eight (8) hours of Fatigue Time following the last time the Technical Employee punched out.

c. Following the eight (8) hours of Fatigue Time, the Technical Employee shall call the department Director/Manager/Supervisor/Designee to determine if their services are needed. If directed to return to work, the Technical Employee will work as needed up to the end of their regularly scheduled shift and be paid for only those hours worked. If not needed, the Technical Employee may utilize Fatigue Time for the remainder of the scheduled shift.

2. Technical Employees on standby who worked fourteen (14) or more hours within a twenty-four (24) hour period, and who are regularly scheduled to work the following shift, will receive eight (8) hours off following the completion of their work cycle.

a. Following the eight (8) hours of Fatigue Time, the Technical Employee will have the option to return for the balance of their scheduled shift if needed or, if not needed, may take an additional (4) hours of Fatigue Time.

3. Technical Employees on Fatigue Time have the option of remaining on Fatigue Time or coming in to work up to the end of their regularly scheduled shift. If the Technical Employee chooses to come in, and the department need diminishes, the next employee on the "Low Need" rotation list will be given low need.

4. Technical Employees may use their EIB, PTO, or "low need" for any hours off that qualify as Fatigue Time.

5. Departments with scheduled twelve (12) hour shifts are not eligible for this provision.

ARTICLE 34 - CALL INS

34.1 Call-ins are technical employees who are contacted by the Hospital and asked to report to work at any date or time other than their regularly scheduled shifts. A technical employee who is called in under this provision and reports to work and then is sent home for lack of work will be paid a minimum of two (2) hours at their regular rate of pay.

34.2 If a technical employee is called in to work on a contractually recognized holiday, either in lieu of or in addition to the technical employees assigned, they will be paid at the rate of two times (2x) their regular rate of pay.

34.3 Those respiratory therapists assigned to the special care nursery will be paid at time and one-half their straight time hourly rate and receive a \$10 meal stipend for time spent on neonatal transport.

34.4 Extra Shift Incentive: The Hospital may, within its sole discretion, designate any shift on the current schedule as an "incentive shift." Employees who volunteer for and work such designated "incentive shift" (beyond the employee's FTE pointage) will receive an extra shift incentive of double time (2x) for all hours included within that designated shift.

ARTICLE 35 - REPORTING PAY

If an employee reports to work on their regular shift and is sent home for lack of work, they shall be paid a minimum of two (2) hours at their regular rate of pay.

ARTICLE 36 - PREMIUMS

36.1 Shift Premiums: Shift premium shall be paid to technical employees who work either the afternoon or night shift, or to any technical employee who is willing and does rotate shifts at the convenience of the Hospital. Shift premium pay shall be one dollar and ten cents (\$1.10) per hour for the afternoon shift, and two dollars and sixty cents (\$2.60) per hour for the night shift.

36.2 For purposes of this section, the afternoon shift shall consist of any shift starting after 12:29 p.m. and before 7:59 p.m. and the night shift shall consist of any shift starting after 7:59 p.m. and before 3:01 a.m. In order to qualify for afternoon and/or night shift premium for an entire shift, the technical employee must work at least three (3) consecutive hours on shifts which started within the specified time periods. An exception will be made for the 7:00 p.m. to 7:30 a.m. shift. In this case technical employees will be entitled to four (4) hours of afternoon premium pay and eight (8) hours of night premium pay.

If a technical employee's shift starts outside of the parameters defined above, but she works at least three (3) consecutive hours within the traditional premium shifts (3-11 or 11-7), she will be paid the appropriate premium pay for only those hours within the traditional premium shifts.

When computing the three (3) consecutive hours, lunch periods will not be considered.

36.3 Weekend Premium: There shall be a weekend differential of two dollars (\$2.00) per hour paid to all technical employees working any eight (8) hour shift starting with the night shift on Friday and ending with and including the afternoon shift on Sunday.

36.4 Specialty Certification (Beyond Base Certification/Registry Required for Position): Technical employees who earn a specialty certification relevant to their department that is beyond the base certification/registry required for their position will receive an additional sum of one dollar (\$1.00) per hour. Technical employees who earn additional specialty certifications relevant to their department that are beyond the base certification/registry required for their position will receive an additional sum of fifty cents (\$0.50) per hour for each additional certification, up to a maximum cap of two dollars and fifty cents (\$2.50) for all such certifications.

ARTICLE 37 - TUITION ASSISTANCE

37.1 Any technical employee regularly employed by the Hospital who has been so employed for ninety (90) days or more and who works on the average of at least thirty-two (32) hours per week, and who desires to enroll in one or more courses, up to a maximum of 24 credit hours per calendar year at an accredited educational institution in a course or courses which the department Director agrees would aid the technical employee in the practice and performance or professional growth, shall submit in advance of commencing such course or courses, a letter of application to the Hospital for reimbursement of the greater of \$75 per credit hour or 75% of each credit hour.

37.2 The letter of application shall be made on current Hospital forms at least 30 days prior to the start of the course. In the event of a change, the revised form shall be presented to the Staff Council President for review before implementation; shall list the course(s) to be taken by title and course number, a brief description of the course and to the applicant's best ability, why such course(s) would benefit the technical employee and/or the quality of care provided.

37.3 Upon proof of satisfactory completion of the course or courses, with a minimum grade of 2.0 for each course, the amount expended for tuition, the technical employee shall be reimbursed the greater of \$75 per credit hour or 75% of each credit hour. Recognized tuition will not exceed Northern Michigan University tuition costs. The technical employee must maintain their eligibility throughout the duration of the course taken and must be on the Hospital's payroll in good standing at the time the refund is made. Any technical employee who has applied for and received payment for tuition assistance will be required to refund such tuition reimbursement at the time of termination in the event of voluntary termination of employment within one year of receipt.

ARTICLE 38 - WORK RELATED CONFERENCES

38.1 Upon proper application, the Hospital may authorize technical employees to attend professional conferences sponsored by professional associations or institutions which are designed to increase the competency in a clinical or functional capacity.

38.2 Technical Employees desiring to attend such professional conferences shall submit requests to their department director/Manager. Technical employees may be given time off,

without loss of pay, to attend such professional meetings, at the discretion of the Hospital.

38.3 Technical employees having attended such conferences shall, at the next regularly scheduled unit meeting for that unit in which the technical employees are assigned and scheduled to work, be prepared to present a report on the major topics addressed at said conference to all unit personnel in attendance.

38.4 Full-time technical employees shall be eligible to attend provided they have been employed at least twelve (12) months.

38.5 Any regular part-time technical employee having been paid four thousand, one hundred and sixty (4,160) hours or more for services with the Hospital and who, during the year prior to making the request to attend a work related conference, was paid for working at least twenty (20) hours or more per week, shall be eligible to utilize the work related conference policy in force at the time of the execution of this agreement.

38.6 For conferences held in Marquette and sponsored by UP Health System - Marquette, the prerequisite for attendance specified in the Sections above will be waived and attendance encouraged for any technical employees who is currently employed to attend. Technical employees approved by the Hospital to attend such conference will be compensated at their regular straight time rate for eight hours for attending said conference. The hours in attendance at such conference will not be utilized for purposes of determining eligibility for overtime pay. Midnight shift technical employees approved to attend a conference during the day will not be required to work the night before the conference. Afternoon shift technical employees approved to attend a conference during the day will not be required to work the afternoon after the conference.

38.7 The Hospital will make every reasonable effort to continue to authorize technical employees to attend work related conferences; and, the Hospital will continue to utilize the work related conference policy in force at the time of the execution of this agreement.

ARTICLE 39 - RETIREMENT

39.1 All employees shall be participants in the LifePoint Marquette Hospital 401(k) Plan (the "401(k) Plan") with up to a three percent (3%) employer match based on the 401(k) Plan eligibility requirements and subject to the terms of the 401(k) Plan. Technical employees who do not execute an active electronic employee contribution election automatically will be enrolled in the 401(k) Plan with a four percent (4%) employee contribution, subject to the technical employee's right to change the contribution percentage or opt out of participation in the 401(k) Plan. The Hospital shall provide each participating technical employee with information regarding the 401(k) Plan and its benefits.

39.2 In the event the Hospital decides to offer pharmacy benefits to non-bargaining unit future retirees, such benefits will be offered on the same basis to the bargaining unit technical employees.

39.3 In the event the Hospital decides to offer health insurance benefits to non-

bargaining unit future retirees, such benefits will be offered on the same basis to the bargaining unit technical employees.

ARTICLE 40- LIFE INSURANCE

The Hospital shall provide a Life Insurance Policy, upon completion of the probationary period, to regular full-time technical employees and regular part-time technical employees working at least twenty (20) hours per week, for 1x their annual salary, term insurance with an accidental death, double indemnity clause with the Hospital paying the full premium. Technical employees will also be given the option to purchase additional employee, spousal and dependent term life insurance and AD&D coverage through payroll deduction with the technical employee assuming the full cost of such premium.

ARTICLE 41 – WAGES

41.1 Effective September 18, 2022, all technical employees covered by this Agreement shall be placed on the wage scale in Appendix A. Technical employees will be placed on the appropriate step of the wage scale based on their credited years of experience relevant to their classification as determined by the Hospital. Technical employees with more than 15 years of credited experience will be placed at Step 15 of the wage scale. Technical employees at the top of the scale in subsequent years will continue to receive the annual general wage increase reflected in the wage scale.

41.2 Effective September 9, 2023, the wage scale in Appendix A will be increased by five percent (5.0%). Technical employees will also move one step on the wage scale on their anniversary date.

41.3 Effective September 9, 2024, the wage scale in Appendix A will be increased by five percent (5.0%). Technical employees will also move one step on the wage scale on their anniversary date.

41.4 When establishing the appropriate placement on the wage scale for new hires and technical employees who are rehired more than ninety (90) days after a break in seniority, the Hospital will give one hundred percent (100%) credit for each year of previous experience in the same and/or a substantially equivalent position to the position for which the new employee is hired or rehired, up to a maximum of fifteen (15) years of credit.

ARTICLE 42 - TERM OF AGREEMENT

42.1 Unless stated otherwise, this Agreement shall be effective September 9, 2022. By execution hereof, the representative of the Association represents that this Agreement has been duly ratified by the technical employees of the Employer who are members of the Association, and representatives of the Employer represent that this Agreement has been duly approved by its Board of Trustees.

42.2 The parties recognize this Agreement is subject to the Constitution and Laws of the United States and the State of Michigan. To the extent any provisions of this Agreement may now

or in the future conflict with the provisions of any law, they shall be deemed modified or invalid only to the extent necessary so that they will comply with the applicable provisions of any such law. The parties shall enter into timely collective bargaining negotiations for the purpose of arriving at an initially satisfactory replacement for such article, section or provision held invalid.

42.3 The Association will be responsible for providing a copy of this Agreement to each bargaining unit technical employee employed by the Hospital as of the Agreement's effective date. The Hospital agrees to provide a copy of this Agreement to each bargaining unit technical employee hired during the term of this Agreement. The Hospital will type the final Agreement and provide a copy to the Association. The Association will be responsible for printing, copying and binding the Agreement and promptly under the circumstances providing the Hospital with a sufficient number of copies to meet its normal needs, including distribution to supervisory and managerial employees as well as newly hired bargaining unit technical employees.

42.4 This Agreement shall remain effective through September 8, 2025, and from year to year thereafter unless terminated as next provided. This Agreement may be terminated effective 12:01 a.m. on September 9, 2025, by written notice from either party thereto delivered to the other party no later than March 9, 2025, of intent to modify or terminate the same, and may be terminated effective 12:01 a.m. on any subsequent September 9, by similar notice delivered to the other party and no later than the proceeding March 9. It is agreed notice of intent to modify is equivalent to notice of intent to terminate the same.

42.5 Any notice required in writing under this Agreement shall be sufficient, unless otherwise specified, if mailed as follows:

To the Employer:

Director of Human Resources
UP Health System – Marquette
[Address on File]

To the Staff Council:

MAST Staff Council President
[Address on File]

To the Association:

Michigan Nurses Association
2310 Jolly Oak Road
Okemos, Michigan 48864
Attention: UP Health System – Marquette Labor Relations Representative

The Employer agrees that it shall provide service of all documents served on the Association to the Staff Council and all documents served on the Staff Council to the Association, wherever notices are required to be given under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative this ____ day of _____, 2023.

**DLP MARQUETTE GENERAL
HOSPITAL, LLC d/b/a UP HEALTH
SYSTEM MARQUETTE**

MICHIGAN NURSES ASSOCIATION

By: _____

By:_____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into, effective September 9, 2022, by and between DLP Marquette General Hospital, LLC d/b/a UP Health System Marquette (the "Hospital") and the Michigan Nurses Association (the "Association") (collectively, the "Parties"), in connection with and in furtherance of the parties' negotiation of an initial collective bargaining agreement effective during the period from September 9, 2022 through September 8, 2025 (the "CBA"). The Parties, intending to be legally bound, agree as follows:

1. If the Hospital offers an employer paid short-term disability benefit to Hospital non-union staff, it will offer the benefit to bargaining unit employees on the same basis.
2. Unless and until a short-term disability benefit is offered consistent with paragraph (1), technical employees who accrue EIB may utilize EIB in one day increments. If the technical employee calls in on two consecutive shifts requesting EIB, the Hospital may request documentation justifying the need for EIB.
3. This Agreement shall expire with the CBA on September 8, 2025, unless extended in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative this 2nd day of February, 2023.

**DLP MARQUETTE GENERAL
HOSPITAL, LLC d/b/a UP HEALTH
SYSTEM MARQUETTE**

By: [Signature]

MICHIGAN NURSES ASSOCIATION

By: [Signature]

Ann Collins

Ken Bell

Josh B

Denise Drummond

Tracy Dockrill

Marquette Techs - Wage Scale 9.6.22 FINAL- Year 1 - CONFIDENTIAL

Position Desc - Home Curr	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Advanced Pharmacy Tech PRN	\$ 18.59	\$ 18.87	\$ 19.16	\$ 19.44	\$ 19.73	\$ 20.03	\$ 20.33	\$ 20.64	\$ 20.95	\$ 21.26	\$ 21.58	\$ 21.90	\$ 22.23	\$ 22.56	\$ 22.90	\$ 23.25
Advanced Pharmacy Technician	\$ 18.59	\$ 18.87	\$ 19.16	\$ 19.44	\$ 19.73	\$ 20.03	\$ 20.33	\$ 20.64	\$ 20.95	\$ 21.26	\$ 21.58	\$ 21.90	\$ 22.23	\$ 22.56	\$ 22.90	\$ 23.25
Cardiovascular Tech I	\$ 26.83	\$ 27.23	\$ 27.64	\$ 28.05	\$ 28.47	\$ 28.90	\$ 29.34	\$ 29.78	\$ 30.22	\$ 30.68	\$ 31.14	\$ 31.60	\$ 32.08	\$ 32.56	\$ 33.05	\$ 33.54
Cardiovascular Tech II	\$ 29.22	\$ 29.66	\$ 30.10	\$ 30.55	\$ 31.01	\$ 31.48	\$ 31.95	\$ 32.43	\$ 32.91	\$ 33.41	\$ 33.91	\$ 34.42	\$ 34.93	\$ 35.46	\$ 35.99	\$ 36.53
Cert Resp Therapy Tech PRN	\$ 26.11	\$ 26.50	\$ 26.89	\$ 27.30	\$ 27.71	\$ 28.12	\$ 28.55	\$ 28.97	\$ 29.41	\$ 29.85	\$ 30.30	\$ 30.75	\$ 31.21	\$ 31.68	\$ 32.16	\$ 32.64
CT Radiographer	\$ 29.45	\$ 29.89	\$ 30.34	\$ 30.80	\$ 31.26	\$ 31.73	\$ 32.20	\$ 32.69	\$ 33.18	\$ 33.68	\$ 34.18	\$ 34.69	\$ 35.21	\$ 35.74	\$ 36.28	\$ 36.82
CT Radiographer PRN	\$ 29.45	\$ 29.89	\$ 30.34	\$ 30.80	\$ 31.26	\$ 31.73	\$ 32.20	\$ 32.69	\$ 33.18	\$ 33.68	\$ 34.18	\$ 34.69	\$ 35.21	\$ 35.74	\$ 36.28	\$ 36.82
Cytotechnologist	\$ 29.22	\$ 29.66	\$ 30.10	\$ 30.55	\$ 31.01	\$ 31.48	\$ 31.95	\$ 32.43	\$ 32.91	\$ 33.41	\$ 33.91	\$ 34.42	\$ 34.93	\$ 35.46	\$ 35.99	\$ 36.53
Cytotechnologist PRN	\$ 29.22	\$ 29.66	\$ 30.10	\$ 30.55	\$ 31.01	\$ 31.48	\$ 31.95	\$ 32.43	\$ 32.91	\$ 33.41	\$ 33.91	\$ 34.42	\$ 34.93	\$ 35.46	\$ 35.99	\$ 36.53
Electrocardiographer	\$ 14.99	\$ 15.22	\$ 15.45	\$ 15.68	\$ 15.91	\$ 16.15	\$ 16.39	\$ 16.64	\$ 16.89	\$ 17.14	\$ 17.40	\$ 17.66	\$ 17.92	\$ 18.19	\$ 18.47	\$ 18.74
Exercise Physiologist	\$ 21.13	\$ 21.45	\$ 21.77	\$ 22.10	\$ 22.43	\$ 22.77	\$ 23.11	\$ 23.45	\$ 23.81	\$ 24.16	\$ 24.53	\$ 24.89	\$ 25.27	\$ 25.65	\$ 26.03	\$ 26.42
Histology Tech Trainee	\$ 16.39	\$ 16.64	\$ 16.89	\$ 17.14	\$ 17.40	\$ 17.66	\$ 17.93	\$ 18.20	\$ 18.47	\$ 18.75	\$ 19.03	\$ 19.31	\$ 19.60	\$ 19.90	\$ 20.19	\$ 20.50
Histology Technician	\$ 21.78	\$ 22.11	\$ 22.44	\$ 22.78	\$ 23.12	\$ 23.46	\$ 23.82	\$ 24.17	\$ 24.54	\$ 24.90	\$ 25.28	\$ 25.66	\$ 26.04	\$ 26.43	\$ 26.83	\$ 27.23
Holter Monitor Tech	\$ 14.99	\$ 15.22	\$ 15.45	\$ 15.68	\$ 15.91	\$ 16.15	\$ 16.39	\$ 16.64	\$ 16.89	\$ 17.14	\$ 17.40	\$ 17.66	\$ 17.92	\$ 18.19	\$ 18.47	\$ 18.74
Lab Lead Tech	\$ 24.17	\$ 24.53	\$ 24.90	\$ 25.28	\$ 25.66	\$ 26.04	\$ 26.43	\$ 26.83	\$ 27.23	\$ 27.64	\$ 28.05	\$ 28.47	\$ 28.90	\$ 29.33	\$ 29.77	\$ 30.22
Laboratory Lead Technician	\$ 24.17	\$ 24.53	\$ 24.90	\$ 25.28	\$ 25.66	\$ 26.04	\$ 26.43	\$ 26.83	\$ 27.23	\$ 27.64	\$ 28.05	\$ 28.47	\$ 28.90	\$ 29.33	\$ 29.77	\$ 30.22
Mammographer	\$ 28.92	\$ 29.36	\$ 29.80	\$ 30.24	\$ 30.70	\$ 31.16	\$ 31.62	\$ 32.10	\$ 32.58	\$ 33.07	\$ 33.56	\$ 34.07	\$ 34.58	\$ 35.10	\$ 35.62	\$ 36.16
Mammographer PRN	\$ 28.92	\$ 29.36	\$ 29.80	\$ 30.24	\$ 30.70	\$ 31.16	\$ 31.62	\$ 32.10	\$ 32.58	\$ 33.07	\$ 33.56	\$ 34.07	\$ 34.58	\$ 35.10	\$ 35.62	\$ 36.16
Med Lab Technician	\$ 22.84	\$ 23.19	\$ 23.53	\$ 23.89	\$ 24.25	\$ 24.61	\$ 24.98	\$ 25.35	\$ 25.73	\$ 26.12	\$ 26.51	\$ 26.91	\$ 27.31	\$ 27.72	\$ 28.14	\$ 28.56
Med Lab Technician PRN	\$ 22.84	\$ 23.19	\$ 23.53	\$ 23.89	\$ 24.25	\$ 24.61	\$ 24.98	\$ 25.35	\$ 25.73	\$ 26.12	\$ 26.51	\$ 26.91	\$ 27.31	\$ 27.72	\$ 28.14	\$ 28.56
Medical Technologist	\$ 24.44	\$ 24.80	\$ 25.18	\$ 25.55	\$ 25.94	\$ 26.33	\$ 26.72	\$ 27.12	\$ 27.53	\$ 27.94	\$ 28.36	\$ 28.79	\$ 29.22	\$ 29.66	\$ 30.10	\$ 30.55
Medical Technologist PRN	\$ 24.44	\$ 24.80	\$ 25.18	\$ 25.55	\$ 25.94	\$ 26.33	\$ 26.72	\$ 27.12	\$ 27.53	\$ 27.94	\$ 28.36	\$ 28.79	\$ 29.22	\$ 29.66	\$ 30.10	\$ 30.55
MRI Radiographer	\$ 30.28	\$ 30.74	\$ 31.20	\$ 31.66	\$ 32.14	\$ 32.62	\$ 33.11	\$ 33.61	\$ 34.11	\$ 34.62	\$ 35.14	\$ 35.67	\$ 36.20	\$ 36.75	\$ 37.30	\$ 37.86
Neurophys Tech Trainee	\$ 15.60	\$ 15.83	\$ 16.07	\$ 16.31	\$ 16.55	\$ 16.80	\$ 17.05	\$ 17.31	\$ 17.57	\$ 17.83	\$ 18.10	\$ 18.37	\$ 18.65	\$ 18.93	\$ 19.21	\$ 19.50
Nuclear Med Tech II PRN	\$ 31.15	\$ 31.62	\$ 32.09	\$ 32.58	\$ 33.06	\$ 33.56	\$ 34.06	\$ 34.57	\$ 35.09	\$ 35.62	\$ 36.15	\$ 36.70	\$ 37.25	\$ 37.81	\$ 38.37	\$ 38.95
Nuclear Med Technologist II	\$ 31.15	\$ 31.62	\$ 32.09	\$ 32.58	\$ 33.06	\$ 33.56	\$ 34.06	\$ 34.57	\$ 35.09	\$ 35.62	\$ 36.15	\$ 36.70	\$ 37.25	\$ 37.81	\$ 38.37	\$ 38.95
Pharmacy Technician	\$ 17.00	\$ 17.26	\$ 17.51	\$ 17.78	\$ 18.04	\$ 18.31	\$ 18.59	\$ 18.87	\$ 19.15	\$ 19.44	\$ 19.73	\$ 20.03	\$ 20.33	\$ 20.63	\$ 20.94	\$ 21.25
Pharmacy Technician PRN	\$ 17.00	\$ 17.26	\$ 17.51	\$ 17.78	\$ 18.04	\$ 18.31	\$ 18.59	\$ 18.87	\$ 19.15	\$ 19.44	\$ 19.73	\$ 20.03	\$ 20.33	\$ 20.63	\$ 20.94	\$ 21.25
Pulmonary Function Tech	\$ 24.33	\$ 24.70	\$ 25.07	\$ 25.44	\$ 25.82	\$ 26.21	\$ 26.60	\$ 27.00	\$ 27.41	\$ 27.82	\$ 28.24	\$ 28.66	\$ 29.09	\$ 29.53	\$ 29.97	\$ 30.42
Radiation Therapist	\$ 30.75	\$ 31.21	\$ 31.68	\$ 32.15	\$ 32.64	\$ 33.13	\$ 33.62	\$ 34.13	\$ 34.64	\$ 35.16	\$ 35.69	\$ 36.22	\$ 36.76	\$ 37.32	\$ 37.87	\$ 38.44
Radiographer	\$ 26.83	\$ 27.23	\$ 27.64	\$ 28.05	\$ 28.47	\$ 28.90	\$ 29.34	\$ 29.78	\$ 30.22	\$ 30.68	\$ 31.14	\$ 31.60	\$ 32.08	\$ 32.56	\$ 33.05	\$ 33.54
Radiographer PRN	\$ 26.83	\$ 27.23	\$ 27.64	\$ 28.05	\$ 28.47	\$ 28.90	\$ 29.34	\$ 29.78	\$ 30.22	\$ 30.68	\$ 31.14	\$ 31.60	\$ 32.08	\$ 32.56	\$ 33.05	\$ 33.54
Reg Respiratory Therapist	\$ 29.45	\$ 29.89	\$ 30.34	\$ 30.80	\$ 31.26	\$ 31.73	\$ 32.20	\$ 32.69	\$ 33.18	\$ 33.68	\$ 34.18	\$ 34.69	\$ 35.21	\$ 35.74	\$ 36.28	\$ 36.82
Reg Respiratory Therapist PRN	\$ 29.45	\$ 29.89	\$ 30.34	\$ 30.80	\$ 31.26	\$ 31.73	\$ 32.20	\$ 32.69	\$ 33.18	\$ 33.68	\$ 34.18	\$ 34.69	\$ 35.21	\$ 35.74	\$ 36.28	\$ 36.82
Registered Sonographer	\$ 31.68	\$ 32.16	\$ 32.64	\$ 33.13	\$ 33.63	\$ 34.13	\$ 34.64	\$ 35.16	\$ 35.69	\$ 36.23	\$ 36.77	\$ 37.32	\$ 37.88	\$ 38.45	\$ 39.03	\$ 39.61
Registered Sonographer PRN	\$ 31.68	\$ 32.16	\$ 32.64	\$ 33.13	\$ 33.63	\$ 34.13	\$ 34.64	\$ 35.16	\$ 35.69	\$ 36.23	\$ 36.77	\$ 37.32	\$ 37.88	\$ 38.45	\$ 39.03	\$ 39.61
Senior Cardiovascular Tech	\$ 30.28	\$ 30.74	\$ 31.20	\$ 31.66	\$ 32.14	\$ 32.62	\$ 33.11	\$ 33.61	\$ 34.11	\$ 34.62	\$ 35.14	\$ 35.67	\$ 36.20	\$ 36.75	\$ 37.30	\$ 37.86
Senior Cardiovascular Tech PRN	\$ 30.28	\$ 30.74	\$ 31.20	\$ 31.66	\$ 32.14	\$ 32.62	\$ 33.11	\$ 33.61	\$ 34.11	\$ 34.62	\$ 35.14	\$ 35.67	\$ 36.20	\$ 36.75	\$ 37.30	\$ 37.86
Senior Surgical Tech-Endo	\$ 23.80	\$ 24.16	\$ 24.52	\$ 24.89	\$ 25.26	\$ 25.64	\$ 26.02	\$ 26.41	\$ 26.81	\$ 27.21	\$ 27.62	\$ 28.04	\$ 28.46	\$ 28.88	\$ 29.32	\$ 29.76
Senior Surgical Technician	\$ 23.80	\$ 24.16	\$ 24.52	\$ 24.89	\$ 25.26	\$ 25.64	\$ 26.02	\$ 26.41	\$ 26.81	\$ 27.21	\$ 27.62	\$ 28.04	\$ 28.46	\$ 28.88	\$ 29.32	\$ 29.76
Senior Surgical Technician PRN	\$ 23.80	\$ 24.16	\$ 24.52	\$ 24.89	\$ 25.26	\$ 25.64	\$ 26.02	\$ 26.41	\$ 26.81	\$ 27.21	\$ 27.62	\$ 28.04	\$ 28.46	\$ 28.88	\$ 29.32	\$ 29.76
Special Procedure Radiographer	\$ 29.22	\$ 29.66	\$ 30.10	\$ 30.55	\$ 31.01	\$ 31.48	\$ 31.95	\$ 32.43	\$ 32.91	\$ 33.41	\$ 33.91	\$ 34.42	\$ 34.93	\$ 35.46	\$ 35.99	\$ 36.53
Sr Surgical Tech/DaVinci Coord	\$ 27.04	\$ 27.45	\$ 27.86	\$ 28.28	\$ 28.70	\$ 29.13	\$ 29.57	\$ 30.01	\$ 30.46	\$ 30.92	\$ 31.38	\$ 31.85	\$ 32.33	\$ 32.82	\$ 33.31	\$ 33.81
Surgical Technician PRN-Endo	\$ 20.61	\$ 20.92	\$ 21.24	\$ 21.55	\$ 21.88	\$ 22.21	\$ 22.54	\$ 22.88	\$ 23.22	\$ 23.57	\$ 23.92	\$ 24.28	\$ 24.64	\$ 25.01	\$ 25.39	\$ 25.77
Surgical Technician PRN-OR	\$ 20.61	\$ 20.92	\$ 21.24	\$ 21.55	\$ 21.88	\$ 22.21	\$ 22.54	\$ 22.88	\$ 23.22	\$ 23.57	\$ 23.92	\$ 24.28	\$ 24.64	\$ 25.01	\$ 25.39	\$ 25.77
Surgical Technician-FBC	\$ 20.61	\$ 20.92	\$ 21.24	\$ 21.55	\$ 21.88	\$ 22.21	\$ 22.54	\$ 22.88	\$ 23.22	\$ 23.57	\$ 23.92	\$ 24.28	\$ 24.64	\$ 25.01	\$ 25.39	\$ 25.77
Surgical Technician-OR	\$ 20.61	\$ 20.92	\$ 21.24	\$ 21.55	\$ 21.88	\$ 22.21	\$ 22.54	\$ 22.88	\$ 23.22	\$ 23.57	\$ 23.92	\$ 24.28	\$ 24.64	\$ 25.01	\$ 25.39	\$ 25.77
Lead Cardiovascular Tech	\$ 31.88	\$ 32.35	\$ 32.84	\$ 33.33	\$ 33.83	\$ 34.34	\$ 34.85	\$ 35.38	\$ 35.91	\$ 36.45	\$ 36.99	\$ 37.55	\$ 38.11	\$ 38.68	\$ 39.26	\$ 39.85
Laboratory Lead Technologist	\$ 26.56	\$ 26.96	\$ 27.37	\$ 27.78	\$ 28.19	\$ 28.62	\$ 29.04	\$ 29.48	\$ 29.92	\$ 30.37	\$ 30.83	\$ 31.29	\$ 31.76	\$ 32.23	\$ 32.72	\$ 33.21