

Agreement Between

The American Federation of State,
County, and Municipal Employees, AFL-
CIO Local Union #105

and

Sanford Health of Northern Minnesota

June 1, 2016 - May 31, 2019

October 17, 2016

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AGREEMENT

This Agreement is entered into by and between Sanford Health of Northern Minnesota, Bemidji, Minnesota, hereinafter referred to as "SHNM" or "Employer", and Local Union No. 105, American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the "Union."

ARTICLE 1: RECOGNITION

Section A.

SHNM hereby recognizes Local Union No. 105, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining agreement purposes for all full, part-time, and casual clinic LPNs and clinic CMAs of SHNM at Bemidji, Cass Lake, Walker, Blackduck, and Kelliher clinics, excluding LPNs represented by other bargaining units, LPNs employed in in-patient or senior living/post-acute departments, and LPNs who perform primarily management or other non-patient care tasks

Section B. Definition of Employee

1. A regular full-time employee is one who is regularly scheduled to work an average of sixty-four (64) hours or more (.8 to 1.0 FTE) in a two-week pay period.
2. A regular part-time employee is one who is regularly scheduled to work an average of twenty-four (24) hours but less than sixty-four (64) hours (.3 to .79 FTE) in a two-week pay period.
3. A casual employee is one who is not regularly scheduled more than 24 hours per pay period (0-.29 FTE) and/or for whom the average number of hours worked in a two-week pay period fluctuates.

ARTICLE 2: UNION SECURITY

Section A. Dues Check Off

The Union shall be allowed dues check off for its members provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. The Employer shall deduct from the wages an amount necessary to cover monthly Union dues and any other mutually agreed Union deductions. Upon receipt of a properly executed authorization card of the employee, SHNM will deduct from the employee's paycheck the dues established by the Union and remitted to the AFSCME Council 65 office in Nashwauk, Minnesota.

Section B. Fair Share Fee

1. Each employee who currently is or shall become a member of AFSCME Local #105, on or after the execution date of this Agreement, and has not signed a dues deduction card must do so as a condition of employment. The Employee has the option to have fair share dues collected in lieu of full dues. All new employees hired after ratification of this agreement shall, as a condition of employment, become either full dues or fair share members within thirty days of employment and shall remain a full dues or fair share member as a condition of employment. Employees who fail to comply with this requirement shall be discharged by SHNM within twenty (20) days after receipt of written notification to SHNM from the union requesting discharge.
2. Any dispute concerning the amount of such fee shall be solely between the Union and the employee involved. The Union hereby warrants and covenants that it will defend, indemnify and save SHNM harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of the amount of the assessment of the fair share fee specified by the Union as provided herein. The Union agrees to provide all advance notices required by the law. In the event a challenge to the fair share fee assessment is made, deductions for the fee of any challenging individual or individuals shall be held by SHNM in escrow until a final decision is made in accordance with the laws.

Section C. Notice

SHNM Minnesota will give the Union notice of employment of regular full-time, regular part-time and casual employees covered by the AFSCME Local 105 contract as requested.

ARTICLE 3: INTENT AND PURPOSE

The purpose of this Agreement is to (a) promote and insure harmonious relations, cooperation and understanding between SHNM and its employees; (b) to encourage economy of operation and the protection of property; (c) to establish standard hours of work, rate of pay and working conditions; and to these ends, SHNM pledges its employees considerate and courteous treatment, and the employees directly and through their agent (the Union) pledge the Employer loyal and efficient service.

ARTICLE 4: RIGHTS OF MANAGEMENT

Except as limited by the provisions of this Agreement, the management of SHNM and the direction of the working forces, including the right to direct, plan and control SHNM operations, to hire, recall, transfer, promote, demote, schedule employees, suspend for cause, discipline and discharge employees

for cause, to lay off employees because of lack of work, or for other legitimate reasons, to introduce new and improved operating methods and/or facilities, and to change or discontinue existing operating methods and/or facilities, and to manage SHNM, are vested exclusively in SHNM.

ARTICLE 5: LEAVE OF ABSENCE

Section A.

Employees shall be eligible to apply for a Leave of Absence on the same basis as non-contract employees of SHNM by contacting the human resources department.

These LOA's include the following Sanford Health policies:

- Leave of Absence-Family Medical Leave Act (FMLA) Enterprise Policy (dated 1/8/2016)
- Educational Leave of Absence Enterprise Policy (dated 12/23/2015)
- Military Leave of Absence Enterprise Policy (dated 1/8/2016)
- Compassionate Leave Enterprise Policy (dated 12/23/2015)
- Jury Selection-Jury Duty Enterprise Policy (dated 4/20/2016)

Section B. Funeral Leave

Employees assigned an FTE of .3 or greater are eligible to receive up to 5 days (40 hours) of paid time off for the death of a husband, wife, common law spouse, same-sex domestic partner, son, daughter, step-son, step-daughter, adopted children and guardian children or up to 3 days (24 hours) for father, step-father, father-in-law, mother, step-mother, mother-in-law, parental guardian, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, step-grandparent and grandchildren.

ARTICLE 6: HOURS OF WORK

Section A.

The basic work week shall be forty (40) hours in a seven-day period. An employee shall be paid time-and-one-half (1-1/2) for work in excess of forty (40) hours per week.

Section B.

Employees who perform work outside of the hours of 6:00 am and 9:00 pm shall be paid an additional \$1.00 per hour for actual time worked for the hours outside of 6:00 am and 9:00 pm.

Section C.

Paid Time Off (PTO) hours shall be paid at the same rate at regular work hours. PTO hours do not count toward the weekly overtime threshold.

PTO shall be paid for holidays based on the number of hours that the employee is regularly scheduled to work on that day.

Section D.

A 30-60 minute meal period will be provided to all employees working at least 8 consecutive hours.

Section E.

Work schedules shall be posted no later than fourteen (14) days before the posted schedule begins. After being posted, hours may be changed by SHNM after notification to the affected employee.

Employees requesting time off must make requests at least fourteen (14) days in advance of the posting of the schedule, 14 days prior to start of the pay period for staff on perpetual, repeating schedules, or as determined by the department. An employee desiring to change the posted schedule shall obtain a qualified replacement whose compensation will not include or result in overtime or other premium pay and shall obtain the approval of their supervisor.

Section F.

Any employee who reports for work in accordance with a schedule or call-in shall receive credit for his/her full benefits for that shift and a minimum of four (4) hours of work or four (4) hours of pay, or the regular shift, whichever is less, unless such employee has previously been notified at least one hour prior to the start of their shift not to report to work. A waiver of the four (4) hour payment provision may be mutually agreed upon in writing by the employee and SHNM. An employee forfeits the right to notification if that employee fails to provide Sanford Health of Northern Minnesota with a telephone number at which the employee may be notified.

Section G.

Except as mutually agreed or as described in the job posting the employee accepted, if an employee is scheduled to work more than fifty percent (50%) of the weekends (Saturday and Sunday) in a given schedule, the employee will be paid an additional \$4.20 per hour for each extra Saturday or Sunday worked.

Except under extenuating circumstances or by mutual agreement, employees will not be scheduled for more than three weekends in a row.

Employees who are hired to or mutually agree to work more than every other weekend are not eligible for weekend compensation.

Employees may not be required to work split shifts.

Section H.

All overtime shall be distributed equitably within the classification. Overtime shall not result in the change of staff assigned to specific providers.

ARTICLE 7: PAID TIME OFF AND HOLIDAYS

Section A.

Full-time and eligible part-time employees are subject to the terms and conditions of the Paid Time Off (PTO), PTO Donation and PTO Sell Back-Bemidji Policy effective 05/02/2016 on the same basis as non-contract employees.

ARTICLE 8: CASUAL STATUS

To maintain Casual status, employees must

- 1) work one hundred fifty (150) hours per year;
- 2) complete all mandatory education;
- 3) attend mandatory department meetings; and
- 4) maintain clinical proficiency.

If the Casual employee fails to meet these expectations, employment may be terminated.

ARTICLE 9: PROBATIONARY PERIOD

The first three hundred and sixty (360) hours of work shall be a probationary period. During this probationary period, such employee may be discharged by SHNM without cause and without the same causing a breach of this agreement or constituting a grievance hereof. The probationary period must have been worked in a consecutive twelve-month period.

ARTICLE 10: SENIORITY

Section A.

Seniority is basis of total hours worked for SHNM in the clinic LPN/CMA job.

Section B.

All new employees shall be placed on the seniority list after the completion of the 360 hours probationary period, provided these hours have been worked in a consecutive twelve month period.

Section C.

An employee shall lose seniority standing upon termination of employment with SHNM.

Section D.

SHNM will, on February 15th and August 15th of each calendar year, prepare a seniority list of employees covered by the agreement and post at SHNM and send a copy to the Staff Representative and local Union President. Such seniority list shall list specific seniority, definition of employee as full-time, part-time or casual, job title, and assigned FTE. Within fifteen (15) days thereafter, the employees may file with SHNM any objection to such seniority listing. Within twenty (20) days of such posting, the Union and SHNM shall mutually agree on such correction, or if it cannot be done, the matter shall be subject to the grievance procedure. After so corrected, whether by agreement or grievance procedure, such seniority listing shall be permanent until the next posting and shall not be subject to change except as to new employees whose names are placed on subsequent listings.

ARTICLE 11: TERMINATION OF EMPLOYMENT

Section A.

No employee shall be discharged or suspended except for just cause. An employee charged with an offense involving discharge shall be informed of such offense in writing at the time of discharge. The Union or the employee so discharged may protest such discharge within ten (10) calendar days of the time of discharge, by invoking the regular grievance procedure. If such objection is not submitted to the grievance procedure within the ten (10) calendar days, such employee and the Union shall be barred from any claims of any kind against SHNM.

Section B.

Employees covered by this Agreement electing to resign or quit their employment will give SHNM thirty (30) days written notice of termination. Employees failing to work the required thirty (30) day notice period at their scheduled work level will have their PTO bank debited by the amount equal to the difference between the 30 days and the actual period worked. SHNM will give an employee thirty (30) days' notice of termination or thirty (30) days' pay in lieu thereof, except in the case of a discharge for just cause.

ARTICLE 12: GRIEVANCE PROCEDURE

All grievances which may arise by virtue of this Agreement shall be adjusted in the following manner. Time limits at all steps may be extended by mutual written agreement between the parties to the grievance.

Step 1. First, the employee and their supervisor shall attempt to adjust the grievance or alternately the employee and/or grievance committee representative shall attempt to adjust the grievance with the department director or designee. No grievance shall be considered by any department director or representative of SHNM unless it is brought to the attention of the department director or representative of SHNM within ten (10) calendar days of its alleged occurrence.

Step 2. If such grievance cannot be so resolved within such ten (10) calendar day period, the employee shall reduce the grievance to writing. The grievance shall be so reduced to writing and submitted to the Human Resource Department with a copy to the Union President within fifteen (15) days after the occurrence of the alleged grievance. Provided, however, that grievances as to the amount of money due and payable to any employee for wages, hours worked, vacation allowance and days off may be filed and furnished to the Administrator's office within fifteen (15) days after the first regular payday following the occurrence of such alleged violation relating to such matters. The representatives of SHNM and the Union shall immediately after the submission of such grievance in writing, by mutual negotiation, attempt to arrive at a satisfactory settlement thereof. SHNM shall answer such grievance in writing within twenty (20) calendar days after the Step 2 meeting between SHNM and the Union. If such answer is not made, the grievance shall be deemed denied and the union may proceed to Step 3.

Failure to give any such notice of any grievance shall constitute a permanent waiver and bar the grievance and the employee and the Union shall be forever foreclosed from raising any complaint or grievance in regard thereto.

Step 3. If the grievance is not resolved in Step 2, the Union or SHNM may refer the matter to arbitration. Any demand for arbitration shall be made in writing and must be received by the other party within ten (10) calendar days following the receipt of the answer of SHNM to the grievance at Step 2, or the date such answer is due.

SHNM and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of arbitrators to be submitted to the parties by the Commissioner, Bureau of Mediation Services, State of Minnesota. The parties shall alternately strike names from the list until one name remains, who shall be designated the neutral arbitrator. The order of striking shall be determined by chance. The authority of the Board of Arbitrators shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement.

The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between SHNM and the Union.

ARTICLE 13: NO STRIKE/NO LOCKOUT

There shall be no strikes or lockouts of any kind whatsoever during the term of this contract Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Article 12.

ARTICLE 14: GENERAL PROVISIONS

Section A. Bulletin Board

The Union shall be permitted to place eight 3' by 3' bulletin board at a mutually agreeable locations for the purpose of posting notices of Union meetings and other Union business.

Section B. Union Conventions

SHNM agrees to grant time off without pay and without discrimination to any employee designated by the Union to attend a district, state or national labor convention, without losing seniority rights or other rights. Such leave shall be limited to three persons per year and shall not exceed a total of fourteen (14) days per year. The employees so designated by the Union shall give at least four (4) weeks' notice of their intentions to attend such conventions and shall assist the department director in finding a replacement. No more than one person from any department shall be on this leave for Union conventions at any one time.

Section C. Union Access to Premises

The representative of the Union who customarily handles grievances shall have access to the premises of SHNM at reasonable times and subject to reasonable rules and with the knowledge of the Human Resources department to investigate grievances with which he/she is concerned. Such activity shall be confined to non-patient areas and there shall be no interference with the assigned duties of any employee.

Section D. Breakage

It is not the policy of SHNM to charge employees for breakage; provided, however, that any employee guilty of gross or repeated negligence may be so charged. When breakage involves an expensive piece of equipment, it shall be reported to the department director.

Section E. Physical Examinations

All physical examinations required by the Employer shall be paid for by SHNM.

Section F. Orientation

AFSCME will make their best effort to have a union representative available for new employee orientation and Sanford will make their best effort to provide union representatives with the opportunity to meet with new employees during the new employee orientation process.

Section G. Lead Position

Sanford may choose to establish a Lead role in conjunction with any job. Selection of Leads will follow the terms in Article 22. Leads may be assigned various management responsibilities, with the exception of duties related to discipline or termination. Leads shall be compensated an additional \$1.00 per hour.

ARTICLE 15: INSURANCE BENEFITS

Section A. Health Insurance

AFSCME members shall be eligible for health insurance on the same terms as Sanford offers health insurance to non-union employees, with the following exceptions:

1. Insured employee may receive one Emergency Room visit per year with ER charge waived.
2. HRA contributions for insured members for plan years 2017, 2018, and 2019:
 - a. \$300 for enrollees in the \$1250 deductible plan
 - b. \$400 for enrollees in the \$2250 deductible plan
 - c. \$500 for enrollees in the \$3250 deductible plan
3. HRA may roll over from year to year, to a maximum of two times the annual HRA contribution amount.
4. SHNM shall pay no less than the following contribution toward the monthly health insurance premium for the duration of plan year 2017, 2018 and 2019:
 - a. Single, full-time \$481.00
 - b. Single, part-time \$319.00
 - c. Family, full-time \$1115.00
 - d. Family, part-time \$820.00

Section B. Life Insurance

Full-time and eligible part-time employees shall receive Sanford Base Life Insurance and may elect to take part in Sanford's Voluntary Life Insurance program on the same basis as non-contract employees of SHNM.

Section C. Dental Insurance

Full-time and eligible part-time employees may elect to receive dental insurance coverage under Sanford Health on the same basis as non-contract employees.

Section D. Disability Insurance

Full-time and eligible part-time employees may participate in disability insurance on the same basis as non-contract employees of SHNM.

Section E. Hours for Eligibility

All regular hours worked will go toward the eligibility for health, life and dental insurance.

ARTICLE 16: RETIREMENT

All employees will be eligible to participate in the Sanford Health 401(k) Retirement Savings Plan on the same basis as non-contract employees of the hospital.

ARTICLE 17: VOLUNTARY BENEFITS

Upon the effective date of this Agreement, all employees will be eligible to participate in such voluntary benefits as may be offered by SHNM from time to time to non-contract employees and on the same basis as those employees.

ARTICLE 18: ON-CALL PAY

Employees will receive \$5.00 per hour "on call" pay for each hour they are "on-call." if called to work while on-call, the employee shall be expected to report to work within 30 Minutes of being contacted.

In the event the employee who is on-call is called in to work, the employee shall receive a minimum of two hours pay at the employee's regular rate of pay. This call back time is not intended to be pyramided for the purpose of pay.

ARTICLE 19: UPTO/ATTENDANCE POLICY

PURPOSE

To outline the responsibility of employees by defining attendance and punctuality expectations at Sanford.

To provide a guideline for supervisors to identify excessive absences and habitual tardiness in order to ensure unacceptable attendance issues are treated consistently and fairly through a process that can be used uniformly within Sanford Health of Northern Minnesota.

POLICY

Employees have the personal responsibility to ensure that they are at their workstation and ready to work at the starting time of their assigned shift. Regular and predictable attendance is required.

Directors or their designee are responsible for maintaining employee attendance records and addressing employee attendance issues that are contrary to Sanford's mission, vision, and values.

PROCEDURE

1. It is the employee's responsibility to contact their supervisor or designee about their absence in advance, prior to the start of their scheduled shift. This includes absences for an entire day, an anticipated delayed arrival, or requesting to leave their work shift early. Employees are required to contact their supervisor regarding absence notifications requirements for their department.
2. Non-exempt employees are expected to clock in at the Badge Reader closest to their work area. Non-exempt employees are expected to be punched in and working during their entire assigned shift. A consistent pattern of routinely punching in before the beginning or after the end of the scheduled shift will be reviewed on a case by case basis and may result in disciplinary action.
3. Specific department guidelines may require employees to receive prior authorization from their supervisor before leaving Sanford premises during the workday to include the unpaid meal break. Both exempt and non-exempt employees whose job causes them to be away from their work area frequently for business reasons, whether on or off Sanford premises, may be required to inform their supervisor of their whereabouts throughout the day.
4. Planned Time Off (PTO) is any absence that has been approved in advance. Specific guidelines for requesting time away may vary by department/clinic. Employees are required to discuss the process for requesting PTO with their supervisor.
5. In addition to Planned Time Off, the following are considered approved absences and will not be included when documenting disciplinary action for UPTO/unapproved absences:
 - a. Short Term Disability LOA
 - b. Family Medical Leave Act (FMLA)
 - c. School Conferences/Activities Leave (MN locations)
 - d. Approved Educational or Personal Leaves
 - e. Jury Duty
 - f. Military Leave
 - g. Worker's compensation illness or injuries
 - h. Compassionate Leave
6. Unplanned Time Off/UPTO is any absence that has not been approved in advance or when the supervisor lacks choice in granting time off (i.e. illness, family emergency, weather, etc.). Absences

- for appointments will be documented as UPTO unless approved as PTO prior to the employee's absence. UPTO hours must be documented as UPTO and the employee may be required to offset missed work time with Paid Time Off.
7. If absent days exceed more than three consecutive shifts refer to the Family Medical Leave (FMLA) Policy.
 8. UPTO should be reviewed routinely (quarterly/semi-annually) to promptly address patterns and trends of an employee's absences.
 9. Employees who do not meet attendance requirements will be subject to disciplinary action, which may be escalated with the consultation of Human Resources Employee Relations.
 10. Disciplinary Action: The disciplinary process described below normally begins after the employee has acquired 50 hours of unplanned time in a rolling (backward) 12 month period.
 - a. 50 hours of UPTO, the employee will receive a verbal reminder. Supervisor may recommend self-referral to EAP.
 - b. 62 hours of UPTO, the employee will receive a written reminder and will be encouraged to make an appointment with EAP to discuss the warning and poor attendance pattern.
 - c. 74 hours of UPTO, the employee will receive a final written reminder. The employee's supervisor may consider mandatory referral to EAP.
 - d. 86 hours of UPTO. The employee may be terminated from employment at Sanford following consultation with/approval of Human Resources.
 11. No Call/No Show: Failure to report for a scheduled shift or to notify management of an absence (no call/no show) is considered Job Abandonment and may result in termination of employment.
 12. If an employee does not call in to report their absence or show up for a scheduled shift (no call/no show), it is the director's or designee's responsibility to attempt to reach the employee by phone.
 13. If there is a concern for the employee's well-being, Human Resources should be consulted. If deemed appropriate, the Security department will be contacted to request that a "Well-Being Check" be conducted through local law enforcement. Security will report the findings to the department director and Human Resources.
 14. Tardiness is defined as arriving late to work from expected arrival time. Likewise, if an employee leaves work prior to the end of their shift without approval, this will be considered inappropriate completion of a shift and/or job abandonment depending on the circumstances and may result in termination of employment.
 15. Tardiness rates that are considered habitual are when an employee is tardy two or more times per month. Tardiness can be recorded if an employee does not return from their scheduled break period with the allotted time.
 16. Documentation of Tardy Absences: Tardiness of less than 1 hour will be documented as unpaid time and tardiness of 1 hour or more will be documented as UPTO.

ARTICLE 20: LAY-OFF AND REDUCTION-IN-FORCE

Section A

Seniority standing shall be granted to all employees. The standing is to be determined on the basis of total hours worked for SHNM.

Section B

All new employees shall be placed on the seniority list after completion of the 360 hours probationary period, provided these hours have been worked in a consecutive twelve month period.

Section C

An employee shall lose his/her seniority standing upon termination of employment with SHNM.

Section D

In the event of a lay-off, reduction in force, and recall the determinant shall be by seniority hours of the employees within the effected department. The least senior employee in a department in all accounts will be the first employee laid off. This includes a reduction in force and a provider leaving. In the event that an employee is in a standalone department the affected laid off employee will have the ability to exercise their seniority over the least senior employee in a different department providing they possess the necessary qualifications.

Section E

Employees on layoff shall be recalled according to their classification seniority in the inverse order of layoffs.

SHNM will contact those employees on layoff who held permanent full-time positions for vacant permanent full-time positions and permanent part-time positions of .3 FTE and above only after the normal bid procedure. An employee who held a permanent full-time position before layoff will not affect their layoff status by declining a permanent part-time position.

SHNM will contact those employees on layoff who held permanent part-time positions, .3 FTE and above, for permanent full-time and permanent part-time vacancies, .3 FTE and above, only after the normal posting procedure has been completed. Permanent part-time employees on layoff will not be allowed to decline a recall to a job between .3 and .79 FTE. Should they refuse a recall involving more hours than they were working prior to layoff, they will be considered to have resigned and their employment terminated.

An employee who has not responded to the Human Resources department within five (5) days after being notified by telephone or certified mail to the employee's last known address will be considered to have resigned.

An employee on layoff who does not report back to work for the job from which they were laid off within five (5) days after being notified personally by telephone or certified mail to the employee's known address will be considered to have resigned.

SHNM will provide employees with a thirty (30) day advance notice of layoff when possible.

Employees will be considered on lay off for a period of twelve (12) months. After twelve (12) months, the employee is considered terminated.

ARTICLE 21: EXPERIENCE CREDIT

SHNM may give experience credit to a new employee and place that employee on the salary schedule accordingly.

ARTICLE 22: JOB VACANCIES

Clinic job vacancies shall be posted for no less than seven (7) calendar days, during which internal candidates may apply. Postings shall include work location.

SHNM may temporarily assign any employee to fill vacancies.

The most qualified employee making application shall be transferred to fill the vacancy, provided the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the grievance procedure.

There will be no transfers during the first twelve (12) months of employment, except as approved by SHNM Human Resources department.

ARTICLE 23: SHIFT CANCELLATION

In the event lack of work necessitates a reduction in the scheduled work shifts, the supervisor or his/her designee will make a good faith effort to contact any employees so affected by such reduction, not less than 30 minutes before the beginning of the scheduled shift.

If SHNM determines a need for shift cancellations after the shift has begun, SHNM shall first solicit volunteers from the department, with preference given to employee with greatest seniority. If no volunteers accept cancellation, SHNM may cancel shifts by reverse seniority.

If the shift cancellation is due to the absence of a specific provider, the employee assigned to support that provider shall be given the opportunity to voluntarily cancel the shift without regard to seniority, unless management chooses to assign the employee to other work.

ARTICLE 24: SUCCESSOR CLAUSE

This agreement shall be binding on any successor or assign of Sanford Health.

ARTICLE 25: DURATION OF AGREEMENT

The terms and conditions of this Agreement shall become effective on June 1, 2016 (the effective date) and shall remain in full force and effect until May 31, 2019 and thereafter from year to year unless either party shall give written notice to the other party ninety (90) days before the annual expiration date of its desire to terminate or amend said agreement.

SANFORD HEALTH OF NORTHERN
MINNESOTA

By



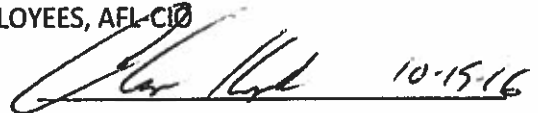
Bryan Nermoe, SHNM President

Date

10-15-16

LOCAL 105, AMERICAN FEDERATION
OF STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO

By



Chris Kapella, Staff Representative

By



Jane Messner, AFSCME 105 President

Date

10-19-16

APPENDIX A: STEP PLAN PAY SCALE

Effective first full pay period starting closest to 10/1/2015

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Less than 2080 hours in job and less than 1 year in job	2080 hours in job and 1 year completed	4160 hours in job and 2 years completed	6240 hours in job and 3 years completed	10,400 hours in job and 5 years completed	14,560 hours in job and 7 years completed	20,800 hours in job and 10 years completed	31,200 hours in job and 15 years completed
\$ 14.75	\$ 15.40	\$ 16.25	\$ 17.20	\$ 18.20	\$ 19.25	\$ 19.75	\$ 20.25

Effective pay period starting closest to October 1, 2017

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Less than 2080 hours in job and less than 1 year in job	2080 hours in job and 1 year completed	4160 hours in job and 2 years completed	6240 hours in job and 3 years completed	10,400 hours in job and 5 years completed	14,560 hours in job and 7 years completed	20,800 hours in job and 10 years completed	31,200 hours in job and 15 years completed
\$ 15.25	\$ 15.70	\$ 16.50	\$ 17.35	\$ 18.40	\$ 19.50	\$ 20.00	\$ 20.50

Effective pay period starting closest to October 1, 2018

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Less than 2080 hours in job and less than 1 year in job	2080 hours in job and 1 year completed	4160 hours in job and 2 years completed	6240 hours in job and 3 years completed	10,400 hours in job and 5 years completed	14,560 hours in job and 7 years completed	20,800 hours in job and 10 years completed	31,200 hours in job and 15 years completed
\$ 15.52	\$ 15.97	\$ 16.79	\$ 17.65	\$ 18.72	\$ 19.84	\$ 20.35	\$ 20.86