LABOR AGREEMENT

BETWEEN

MURRAY COUNTY MEDICAL CENTER

And

COUNCIL # 65, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

(HOSPITAL GENERAL UNIT)

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ARTICLE I. PURPOSE OF AGREEMENT

1.1 This Memorandum of Agreement, hereinafter referred to as the Agreement, is entered into between the Murray County Medical Center, hereinafter called the Employer and Council No. 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union. The intent and purpose of this Agreement is to:

1.11 Establish the foundation for a harmonious and effective labor-management relationship.

1.12 Express in written form the complete Agreement between the parties on hours, wages, and other conditions of employment, and to specify the duration of this Agreement.

1.13 Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this Agreement,

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication. The parties recognize that this Agreement is not intended to modify any of the authority vested in the Employer by the statutes of the State of Minnesota, except as provided in this Agreement.

ARTICLE II. RECOGNITION

The Employer recognizes the Union as the exclusive representative for a unit of Murray County Medical Center employees composed as follows:

All regularly scheduled employees of the Murray County Medical Center, Slayton, Minnesota, in the following classifications: maintenance engineers, outreach service coordinator, medical transcription, business office specialist, physical therapy aide, certified nursing assistant, unit coordinator, cook, dietary aide and housekeeping, excluding supervisory and confidential employees, registered nurses, licensed practical nurses and any employee whose service does not exceed the lesser of 14 hours per week or 35 percent of the normal work week.

ARTICLE III. DEFINITIONS

3.1 The terms used in this Agreement shall be defined as follows:

3.11 Base Pay Rate: The base or starting pay rate for a position.

3.12 Regular Pay Rate: The employee's regular hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.

3.13 Continuous Service: Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.

3.14 Days: Unless otherwise indicated, means calendar days excluding holidays.

3.15 Demotion: A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.

3.16 Department: A division of Murray County Medical Center.

3.17 Emergency: A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.

3.18 Employee: A member of the exclusively recognized bargaining unit defined in the Agreement.

3.19 Employer: Murray County Medical Center Board and its designated Representatives.

3.20 Full Month of Service: One (1) calendar month of continuous service.

3.21 Layoff: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.

3.22 Leave of Absence: An approved absence from work duty during a scheduled work period with or without compensation.

3.23 Regular Employee: A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.

3.24 Probationary Period: The first six (6) calendar months of service of newly hired or rehired employees.

3.25 Promotion: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.

3.26 Pyramiding: The payment of more than one form of premium compensation for the same hours of work.

3.27 Seasonal Employee: An employee hired on a seasonal basis, for a period not to exceed six (6) months (except under exceptional circumstances, such period may be extended for up to two (2) additional months upon written notice to the Union and the seasonal employee), as designated by the Employer, in a position with little prospect for permanent employment. Such employees shall earn the salary rate set forth in Appendix A for seasonal employees and shall not receive any other benefits.

3.28 Seniority: Length of service established by Article VI.

3.29 Temporary Employee: An employee hired on a temporary basis as designated by the Employer, in a position that has little prospect for continued employment. Such employees shall earn the salary rate set forth in Appendix A for temporary employees and shall not receive any other benefits.

3.30 Transfer: A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualification.

3.31 Trial Period: The first six (6) calendar months of service in a new position of a promoted or transferred employee.

3.32 Union: Council No. 65, American Federation of State, County and Municipal Employees, AFL-CIO.

3.33 Union Member: A member of Council No. 65, American Federation of State, County and Municipal Employees, AFL-CIO.

3.34 Exempt Employee: An employee exempt from the provisions of the Federal Fair Labor Standards Acts whose job duties and responsibilities are primarily professional, managerial, and/or executive in nature.

3.35 Regular Part-time Employee: An employee regularly scheduled to work less than the normal work hours established for the department.

3.36 Year: one year equals 2080 hours in compensated status.

3.37 Month: One month equals 173.33 hours in compensated status.

ARTICLE IV. UNION SECURITY

In recognition of the Association as the exclusive representative, the Employer shall:

4.1 Dues Deduction -- the Employer shall deduct an amount sufficient to provide payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of the dues shall commence immediately after initial employment with the County, and

The Employer shall remit such deductions to AFSCME Council 65 (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

The Union shall provide the formula to calculate the actual dues deduction to the Employer and is willing to provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in electronic Excel format or via U.S. mail;

Fair Share—The Union may collect a Fair Share Fee from bargaining unit members who choose not to become members of the Union. Any Fair Share Fee collected by the Union shall be accomplished in accordance with Minn. Stat. 179A.06, Subd. 3.

4.2 Stewards -- The UNION may designate three employees from the bargaining unit to act as Steward and shall inform the EMPLOYER in writing of such choice.

4.3 New Employee Orientation—A Union representative will be allowed up to thirty (30) minutes during the new employee orientation or other mutually agreeable time between the Employer and the Union to make a presentation to represented employees.

4.4 Bulletin Boards -- The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of union meetings, union elections, union election returns, union appointments to office, and union recreational or social affairs. The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

4.5 Access to Premises – A non-employee representative of the Union, previously certified to the Employer as provided herein, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify and receive approval from the Employer's Department head and provided the Union representatives do not interfere with the work of employees. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union activities on the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without the prior approval of the Employer.

4.6 Indemnification – The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgment, including attorneys' fees brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE V. EMPLOYER AUTHORITY

5.1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate

reasons; to make and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities.

5.2 Any term or condition of employment not specifically established by this Agreement shall remain solely within the authority of the Employer to establish, modify or eliminate.

ARTICLE VI. SENIORITY

6.1 Seniority Lists: Upon request of the Union, the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification and department to include and rank, in order of highest to lowest seniority, all permanent employees in the bargaining units.

6.2 Types of Seniority: There shall be three types of seniority established by the Agreement.

6.21 Service Seniority, which shall be the total length of continuous service with the County.

6.22 Department Seniority, which shall be the total length of service within a specific department or division of Medical Center service.

6.23 Classification Seniority, which shall be the total length of service within a work classification.

6.3 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, layoff, discharge for just cause, or retirement. An employee's seniority shall be frozen and retained during periods of layoff.

6.4 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:

6.41 Layoff, which shall be by classification within a department, shall be in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any employee in a previously held equal classification or a lower classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped.

6.42 Recall from layoff shall be by classification within a department in inverse order of layoff. An employee's name shall be retained on the recall list for one (1) year from the date of layoff, at which time all rights to recall shall terminate. If an employee does not return to work upon recall, as directed by the Employer, or on a mutually agreed extended date, she/he shall automatically have terminated her/his employment.

6.43 The Employer shall issue written notice of an indefinite layoff at least fifteen (15) calendar days in advance of layoff and will meet and confer with the Union to attempt to minimize the impact of the layoff on unit members. The Employer shall issue written

notice of recall from an indefinite layoff to affected employees, providing at least seven (7) calendar days to return to work. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of thirty (30) or more days. The Employer may layoff an employee for a definite period of twenty-nine (29) days or less by giving written notice to the affected employees. Recall notification shall be registered or certified mail to the employee's last known address for an indefinite layoff and shall be contained in the layoff notice for layoffs for a definite period.

6.5 The Employer is committed to hiring the most qualified candidate for County service. When all other qualifications are equal, the Employer shall select the applicant with the greater service seniority for the job opening. Positions where incumbents are reclassified shall not be considered vacant or newly created for the purpose of bidding.

6.6 For a period of seven (7) calendar days prior to filling such vacant or newly created position, the Employer shall post, in a conspicuous placed in the department, notice of all vacant or newly created positions to be filled. Such notices shall state the type of work, the place of work, rate of pay, normal hours to be worked, and the job classification.

ARTICLE VII. GRIEVANCE PROCEDURE

7.1 Definition of a Grievance: A grievance is defined as a dispute or a disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

7.2 Processing of a Grievance: it is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the Employer who has determined that such absence is reasonable.

7.3 Procedure: Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. The Union claiming a violation concerning the interpretation or application of this contract shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor. The grievance shall be placed in writing and set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, and the remedy requested. The supervisor shall respond to the grievance within fourteen (14) calendar days of receipt of the written grievance. The Union may appeal the supervisor's answer to Step 2 within fourteen (14) calendar days of the answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fourteen (14) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Hospital Administrator, or designee shall give the Union the Employer's answer in writing within fourteen (14) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the Administrator's or designee's answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within fourteen (14) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted by written notice to the Employer and petition to the Bureau of Mediation Services for assistance in settling the grievance through mediation. If either party determines the mediation process shall serve no further purposes, the Union may, within fourteen (14) calendar days by written notice to the Employer, request arbitration of the dispute.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.4 Arbitrator's Authority: The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator may not ignore the language of the agreement pursue the rule of the shop or other considerations beyond the scope of the written agreement. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrators decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.

7.5 Arbitrator's Fees: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit of each step may be extended by mutual agreement of the Employer and Union.

7.7 Choice of Remedy: If, as a result of the written Employer's response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3, or a procedure such as: Civil Service, Veterans Preference or Human Rights. If appealed to any procedure other than Step 3, the grievance is not subject to the arbitration procedure as provided in Step 3. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 3, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 3.

ARTICLE VIII. NO STRIKE/NO LOCKOUT

8.1 Neither the Union, its officers or agents, nor any of employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

8.2 The Employer shall not lock out unit employees.

ARTICLE IX. PROBATION AND TRIAL PERIODS

9.1 All newly hired or rehired employees shall be probationary and shall serve a six (6) month probationary period.

9.2 The Employer, at its sole discretion, may discipline or discharge a probationary employee, such action shall not be subject to the grievance procedure.

9.3 All employees promoted or transferred to a new position shall serve a six (6) month trial period.

9.4 The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previous to transfer or promotion.

9.5 For a period of thirty (30) calendar days, a trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion. After the thirty day period the employee may request such return but the Employer shall be under no obligation to honor the request.

9.6 A probationary employee shall be eligible for holiday benefits pursuant to Article XI of this Agreement. Employees shall accrue vacation and sick leave from the date of hire. A probationary employee may not utilize vacation but may use sick leave during the probationary period.

ARTICLE X. WORK SCHEDULES - PREMIUM PAY

10.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

10.2 The basic work period shall be forty (40) hours to be worked during a one (1) week period (seven (7) consecutive days). The regular work day will be eight (8) hours. If an employee is required to work in excess of forty (40) hours during a one (1) week period or in excess of an employee's scheduled shift, the employee shall receive one and one half (1-1/2) times the employee's regular rate of pay for all excess time so worked. Two (2) times the employee's regular rate of pay shall be paid for all hours worked in excess of twelve (12) hours. Overtime payments shall not be duplicated.

10.3 The basic work period for Maintenance Engineers only shall be eighty (80) hours to be worked during a period of two (2) weeks, fourteen (14) consecutive days. The regular work day will be eight (8) hours. If an employee is required to work in excess of eighty (80) hours during said two (2) week period or in excess of an employee's scheduled shift, the employee shall receive one and one-half (1-1/2) times the employee's regular rate of pay for all excess time so worked and two (2) times the employee's regular rate of pay for all hours worked in excess of twelve (12) hours. Overtime payment shall not be duplicated.

10.4 The basic work period for Surgery Unit Coordinators and Certified Nursing Assistants shall be forty (40) hours to be worked during a one (1) week period (seven (7) consecutive days). Daily work hours may be variable due to surgery work schedule. Daily work hours for the position of Certified Nursing Assistants may be variable due to patient census or acuity. If an employee is required to work in excess of forty (40) hours during a one (1) week period, the employee shall receive one and one-half (1-1/2) times the employee's regular rate of pay for all excess time worked.

10.5 Work Shift: Work shifts, staffing schedules and the assignment of employees thereto shall be established by the Employer.

10.6 Work Schedule Changes: The Employer shall notify employees fourteen (14) calendar days in advance of any permanent changes in their work schedules. Temporary changes in work schedules, including but not limited to early starts, early quits or send homes shall be at the Employer's discretion and shall not constitute a layoff.

10.7 Rest Breaks: Employees shall be granted two paid fifteen (15) minute rest breaks per work shift, one break toward the middle of each one-half work shift, at times designated by the Employer.

10.8 Meal Period: An unpaid meal period, not to exceed thirty (30) minutes, shall be scheduled toward the middle of the work shift, at a time which the Employer determines does not interfere with the rendering of services.

10.9 No Pyramiding of Hours: The regular pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.

10.10 Overtime Rate: All employees shall be compensated in cash for all overtime hours worked at the rate of time and one-half (1 1/2) the employee's regular pay rate.

10.11 The Medical Center (MCMC) will provide employees two (2) hours' notice prior to the scheduled shift of a call-off if it involves the entire shift. If the Hospital fails to provide two (2) hours' notice or does not attempt to contact the employee at least two (2) hours prior to the scheduled shift, the employee will be entitled to two (2) hours pay at the employee's regular rate of pay. If the Employer tries to reach employee and documents attempt, the employee shall not be eligible for the two (2) hours pay.

10.12 When an employee is called out to work on other than their regularly scheduled shift, he/she shall receive a minimum of one (1) hour pay at the appropriate rate. A call-out shall not include an early start to a work shift or an extension of a work shift. Meetings and other scheduled work, except for emergencies, shall not qualify for call-out. Hours shall not be pyramided, compounded or paid twice for the same hours worked.

10.13 Employees required to be on call shall receive two dollars and fifty cents ($2.50) per hour.

10.14 Employees required by the Employer to work more than two (2) weekends in four (4) consecutively scheduled weekends will be paid an additional twenty dollars ($20.00) for each extra eight (8) hour weekend shift worked. Employees whose regular shift is less than eight (8) hours shall be compensated on a pro-rata basis, two dollars and fifty cents ($2.50) per hour, for each regular weekend shift worked. For purposes of this section, the weekend shall commence at 11:00 p.m. on Friday and end at 11:00 p.m. on Sunday.

ARTICLE XI. HOLIDAYS & PERSONAL DAYS

11.1 **Policy Guidelines**

11.11 Regular full-time employees and regular part-time employees, who are normally scheduled to work 20 hours or more per week, are eligible for Holiday, Floating Holiday and Personal Days. Casual, temporary, and student employees are not eligible for these benefits.

11.12 The number of Holiday, Floating Holiday and Personal Day hours given each year is based on the average number of hours the employee was paid each week during the previous year, excluding overtime and call. The manager of each department will determine and approve whether these same hours are anticipated for the following year.

11.13 New employees will be assigned Holiday, Floating Holiday and Personal Day hours based on the number of hours the manager projects them to work each pay period.

11.14 If the employee's schedule has a major change during the year, which would affect benefit hours, Human Resources will review the change to see if Holiday, Floating Holiday and Personal Day hours need to be adjusted.

11.15 Employees may use the time in these benefit banks during their probationary period.

11.16 Consistent with the Fair Labor Standards Act, Holiday, Floating Holiday, and Personal Days are non-productive and are not included in the calculation of overtime since these are not "worked" hours.

11.2 **Holiday Policy Guidelines**

11.21 Eligible employees, employed at the Murray County Medical Center, shall have the following holidays recognized as paid holidays:

Holiday	**Observance**
New Years Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

11.22 If the employee is not scheduled to work on the designated holiday, Holiday pay will be given, based on the following schedule:

Hours Scheduled per Week	**Hours Received**
40	8
35-39	7
30-34	6
25-29	5
20-24	4

11.23 If a holiday occurs during an eligible employee's paid absence (such as vacation or sick leave), Holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. Should employee be on a leave without pay, when a holiday occurs, no pay will be granted for that holiday.

11.24 Any eligible non-exempt employee who is assigned to work on a recognized holiday will receive time and ½ of their normal pay. In addition, they will receive Holiday pay for the number of hours worked on the holiday, or they will receive their holiday hours assigned for the year, whichever is greater.

11.25 If departmental needs require that staff must be normally scheduled on holidays, an alternate holiday may be designated by the Department Manager. The alternate holiday must be taken within seven (7) days, before or after, the observed holiday.

11.26 New employees are eligible for Holiday pay during their initial probationary period, provided they are otherwise eligible as set forth in this policy.

11.3 **Floating Holiday Policy Guidelines**

11.31 Four Floating Holidays are provided to qualified employees each year. These days represent recognized holidays in which Murray County Medical Center remains open for business. These holidays are provided to the employees in a Floating Holiday bank and can be used on a day of their choosing, with approval of their manager.

11.32 Floating Holiday hours will be placed in the employee's Floating Holiday bank on the first payroll of each new quarter according to the following schedule. Due to the 1st payroll of the year often beginning in December, employees may not use the hours in the Floating Holiday bank until the 1st of each new year.

Hours Scheduled per Week	**Hours Received**
40	8
35-39	7
30-34	6
25-29	5
20-24	4

11.33 New Employees will begin receiving Floating Holidays on the quarter following their hire date and are, at that time, eligible for immediate use.

11.34 Floating Holidays must be used in full-day increments and by the end of each **payroll year**. Any Floating Holidays not used by the end of the payroll year will be forfeited.

11.35 Employees will not be compensated for accrued Floating Holidays upon termination of their employment, whether voluntary or involuntary.

11.4 **Personal Day Policy Guidelines**

11.41 Personal Days are defined as leave which may be taken for personal matters of importance or necessity.

11.42 Two Personal Days are provided to qualified employees each year. These hours will be placed in the employee's Personal Day bank on the first payroll of the first and third quarters according to the following schedule. Due to the 1st payroll of the year often beginning in December, employees may not use the hours in the Personal Day bank until the 1st of each new year.

Hours Scheduled per Week	**Hours Received**
40	8
35-39	7
30-34	6
25-29	5
20-24	4

11.43 New Employees will receive pro-rated Personal Day hours according to the following schedule. If hired prior to July 1, 50% of the hours will be placed in the employee's Personal Day bank on their date of hire; and will be available for use immediately. The second 50% will be placed in their Personal Day bank on the first payroll of the third quarter; available to be used during the second half of the year.

Hours Scheduled per Week	**Personal Day hours for New Employees Hired from Jan. 1 - March 31**	**Personal Day hours for New Employees Hired from April 1 – June 30**	**Personal Day hours for New Employees Hired from July 1 – Sept. 30**	**Personal Day hours for New Employees Hired from Oct. 1 - Dec. 31**
40	16	12	8	4
35-39	14	10.5	7	3.5
30-34	12	9	6	3
25-29	10	7.5	5	2.5
20-24	8	6	4	2

11.44 Exempt employees may use Personal Day hours in increments of a full day or half day. Hourly employees may use Personal Day hours in .25 hour increments.

11.45 Personal Days must be used by the end of each payroll year. Any Personal Days not used by the end of the payroll year shall be forfeited.

11.46 Employees shall not be compensated for accrued Personal Days upon termination of their employment, whether voluntary or involuntary.

ARTICLE XII. VACATIONS

12.1 **Eligibility**
Regular full-time, regular part-time and casual employees shall earn and be entitled to vacation leave benefits on a pro rata basis. Temporary and interns shall not earn nor be entitled to vacation leave benefits.

12.2 **Vacation Accrual**
Employees accrue vacation immediately upon assignment to an eligible employment status. The amount of paid vacation time employees earn is based on the number of hours they are regularly scheduled to work. Regular part-time and casual employees will earn vacation benefits on a prorated basis.

Vacation is earned at the end of each pay period.

An employee shall not earn and accrue vacation during a period of non-paid leave of absence.

The following schedule defines accrual rates and maximum accrual amounts:

Years of Service	Maximum Monthly Accumulation (hours)	Maximum Annual Accumulation (hours)	*Maximum TOTAL Accumulation (hours)	Accrual Rate
0-5	8.0	96	192	4.60%
6-10	10.0	120	240	5.75%
11-15	12.0	144	288	6.90%
16-20	14.0	168	336	8.04%
21+	16.0	192	384	9.20%

Example – If a regular full-time employee (works 40+ hours a week) has 1 year of service, they would accrue vacation at a maximum of 8 hours per month. This is calculated by multiplying hours paid by the accrual rate of 4.60% (174 hours in a month x .946 = 8 hours).

*For non-bargaining unit employees, and for employees in a bargaining unit which have so elected, any accumulation above the maximum allowed hours shall be paid into the employee's MSRS Health Care Savings Plan. The hours earned beyond the employee's maximum accrual will be assigned to their MSRS plan on the payroll following the period in which the hours were accrued in excess of the limits.

12.3 **Vacation Usage**

- Employees shall not be eligible to use vacation leave during their probationary period.

- Vacation can only be used after it has been earned. Therefore, vacation leave cannot be used prior to or in the same pay period that it is earned.

- Requests to use vacation leave must be approved by the employee's department head prior to the date on which the employee seeks to take leave. Scheduled absences are to be arranged at the mutual convenience of the department and the employee based on the operational needs of the department.

- Time Off Increments:
    - Non-exempt – The minimum increment to be taken for non-exempt employees taken for vacation time is one-quarter (.25) hour.

    - Exempt – The minimum increment to be taken for exempt employees for vacation time shall be a half day or four (4) hours. Exempt staff working a 10 hour per day schedule a half day shall be five (5) hours. Supervisors may wish to track partial day absences. Abuse of this system will lead to corrective action.

12. 4 **Voluntary Termination or Retirement of Employment**

Upon voluntary termination or retirement of employment, accrued but unused vacation benefits shall be deposited into the employee's MSRS Health Care Savings Plan, if so elected by their Voting Unit. An employee whose employment is terminated, during their probationary period or otherwise involuntarily terminated for cause, shall forfeit their accrued vacation. In the event an employee dies while employed by MCMC, the appropriate vacation payout will be made to the employees estate.

12.5 **40/40/40 Vacation Payout Option**
An employee may request to be paid for forty (40) hours of accumulated vacation in conjunction with taking forty (40) hours of vacation provided that after the reduction of the eighty (80) hours the employee retains a **minimum** vacation balance of forty (40) hours. The 40/40/40 option must be requested in advance of taking the vacation in order to receive payment and vacation must include five consecutive workdays. The vacation payout will be paid in the pay period following the vacation taken.

12.6 **Additional Guidelines**
a. When a recognized legal holiday falls on a working day during an employee's vacation leave, the day of the holiday will not be counted as a day of vacation.

b. When sickness occurs within a period of vacation leave, the period of illness may, on presentation of a report from a licensed practicing physician, be charged as sick leave and the charge against vacation leave reduced accordingly.

c. In cases where an employee is temporarily not working because of prolonged illness or injury and has exhausted their sick leave the employee may be permitted to use part or all of their accumulated vacation leave for an extension of paid sick leave.

d. In cases of Family Medical Leave Act (FMLA) Leave, the employee is required to exhaust all accumulated paid vacation leave prior to unpaid leave being granted.

e. Vacation leave accrual is not transferable from one employee to another unless authorized according to the Voluntary Donation of Vacation Policy (#731).

f. Vacation leave is granted for the purpose of employee recreation and no employee shall be permitted to waive vacation for the purpose of receiving double pay, except as noted in 40/40/40 Vacation Payout Option.

g. The Human Resources Department will maintain records of vacation leave balances.

12.7 Consistent with the Fair Labor Standards Act, vacation, sick leave, personal time and paid holiday pay will not be included in the calculation of overtime since these are not "worked" hours.

ARTICLE XIII. SICK LEAVE – SEVERANCE

13.1 **Eligibility**
Regular full-time, regular part-time and casual employees shall earn and be entitled to paid sick leave benefits. All other employment statuses shall not earn nor be entitled to sick leave benefits.

13.2 **Sick Leave Accrual**
Employees accrue sick leave immediately upon assignment to an eligible employment status. The amount of sick leave earned is based on the number of hours they are regularly scheduled to work. Regular part-time and casual employees will earn sick leave on a prorated basis.

Sick leave is earned at the end of each pay period.

An employee shall not earn and accrue sick leave during a period of non-paid leave of absence.

Sick leave shall be earned as follows:

Years of Service	Maximum Monthly Accumulation (hours)	Maximum Annual Accumulation (hours)	*Maximum TOTAL Accumulation (hours)	Accrual Rate
0-5	8.0	96	480	4.60%
6-10	8.0	96	600	4.60%
11-15	8.0	96	720	4.60%
16-20	8.0	96	840	4.60%
21+	8.0	96	960	4.60%

For every 174 hours worked, 8 hours of sick leave are accrued. This would equal an accrual of 4.60% of an hour sick leave for each hour worked (174 hours X .0459 = 8 hours).

* Any accumulation above maximum accrual hours shall be lost.

13.3 **Sick Leave Usage**

◦ Employees may use sick leave immediately upon assignment to an eligible employment status.

◦ Sick leave can only be used after it has been earned. Therefore, sick leave cannot be used in the same pay period that it is earned.

◦ Sick leave may be used for temporary absences due to illness, injury or medical appointments for the employee, child (biological, adopted children, stepchildren, foster children), adult child, employee's spouse, sibling, parents, stepparents, spouse's parents, grandparents, grandchildren and wards.

◦ Employees who are unable to report to work due to illness or injury shall notify their department head before the scheduled start of their workday. If such notice is not possible, the employee shall contact their department head within one-half hour of the employee's scheduled start time. The employee shall also notify their department head for each additional day of absence. Requests for use of sick leave for medical appointments or other planned absences shall be made in writing to the employee's department head as far in advance as possible. Scheduled absences are to be arranged at the mutual convenience of the department and the employee based on the operational needs of the department.

◦ Employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative, is a victim of sexual assault (means an act that constitutes a violation under Minnesota sections 609.342 to 609.3453 or 609.352), domestic abuse (refer to Minnesota section 518B.01), or stalking (refer to Minnesota section 609.749). Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in the 12-month period used for FMLA leave calculation. All employees shall follow sick leave usage notice requirements when using safety leave.

◦ Time Off Increments:

▪ Non-exempt – The minimum increments to be taken for nonexempt employee's sick leave is one-quarter (.25) hour.

▪ Exempt – The minimum increment to be taken for exempt employees for sick leave shall be a half day or four (4) hours. Exempt staff working a 10 hour per day schedule a half day shall be five (5) hours. Supervisors may wish to track partial day absences. Abuse of this system shall be subject to disciplinary action up to and including termination.

◦ MCMC reserves the right to require employees to provide a note from a provider verifying that an absence was caused by a medical situation. MCMC also reserves the right to require documentation from the doctor authorizing the employee to return to work.

◦ Employees must use sick leave for its intended purpose. Managers will monitor employee use of sick leave for indications of abuse. Abuse of sick leave may result in disciplinary action up to and including termination of employment.

13.4 **Sick Leave and Termination of Employment**

13.41 **Voluntary Termination or Retirement:**
Upon voluntary termination or retirement from MCMC employment, employees shall receive, as severance pay, a payment based upon their accrued and unused sick leave at the employee's then current rate of pay. The severance pay will be deposited into the employee's MSRS Health Savings Account. In the event an employee dies while employed by MCMC, the appropriate sick leave payout will be made to the employee's estate.

Computation of sick leave pay upon termination of employment shall be in accordance with the following applicable formula:

▪ Non Exempt – Hourly wage rate x sick leave hours = eligible wage
▪ Exempt: Yearly salary x sick leave hours = eligible wage

2080 hours

Severance pay shall be made under Schedule I or Schedule II as listed below. They shall be paid according to Schedule I or II, whichever is larger.

▪ Schedule I – A payment of 50% (1/2) of accrued and unused sick leave at the employee's then current rate of pay, not to exceed the schedule below:

Years of Service	Rate of Sick Leave Payout at Termination
0-5 Years	$1,500.00
6-10 Years	$1,750.00
11-15 Years	$2,000.00
16-20 Years	$2,500.00

▪ Schedule II – A payment of the percentage using the schedule below:

Years of Service	**Rate of Sick Leave Payout at Termination**
0-5 Years	20% of accrued and unused sick leave
6-10 Years	30% of accrued and unused sick leave
11-15 Years	40% of accrued and unused sick leave
16-20 Years	50% of accrued and unused sick leave
21 Years & Over	60% of accrued and unused sick leave

13.42 **Involuntary Termination**
An employee who is involuntarily terminated for cause from MCMC employment, will forfeit all accrued sick leave.

13.5 **Additional Guidelines**
a. When sickness occurs within a period of vacation leave, the period of illness may, on presentation of report from a licensed practicing physician, be charged as sick leave and the charge against vacation leave reduced accordingly.

b. An employee on an extended leave of absence due to a work-related injury or serious medical condition must apply for all other available compensation and benefits, such as workers' compensation, PERA and other employer-provided disability benefits. Sick leave benefits shall be used to supplement any payments that an employee is eligible to receive from other sources as set forth above. The combination of any such disability benefits and sick leave benefits shall not exceed the employee's regular weekly earnings.

c. In cases of Family Medical Leave Act (FMLA) leave, the employee is required to exhaust all accumulated sick leave prior to unpaid leave being granted as long as the reason for the absence is covered by the Sick Leave policy.

d. Sick leave accrual is not transferable from one employee to another.

e. The Human Resources Office will maintain records of sick leave balances.

ARTICLE XIV. LEAVES OF ABSENCE

14.1 Employees will be entitled to the same leaves of absence as the Medical Center (MCMC) non-organized employees.

14.2 Military Duty Leave: As required by law.

14.3 Funeral Leave: Employees will be entitled to the same funeral leave as the Medical Center (MCMC) non-organized Employees (Policy No. 711).

14.4 Jury Duty: Employees shall be entitled to the same jury duty leave as the Medical Center (MCMC) non-organized employees (Policy No. 713).

14.5 Parental Leave: Parental Leave shall be granted under Minn. Stat. § 181.941 (2015).

14.6 Union Business: The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the department.

14.7 Not more than three (3) bargaining committee members shall be allowed to meet without loss of compensation when negotiations are scheduled during a committee member's normal work hours.

14.8 Disability Leave: Each occurrence will be handled on an individual basis.

14.9 Family Medical Leave. Leave shall be granted under the Family and Medical Leave Act, 29 U.S.C. §§ 2601-2654 (2014).

ARTICLE XV. ABSENCE WITHOUT LEAVE

15.1 Any absence of an employee from scheduled duty that is not promptly reported to and authorized by the Employer shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for two (2) consecutive days shall be deemed to have resigned his/her employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence, if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE XVI. ALLOWANCES

16.1 Automobile Allowance: Employees required by the Employer to use their personal cars while engaged in County work shall be entitled to reimbursement at the rate established by the Internal Revenue Service.

ARTICLE XVII. INSURANCE

17.1 The Employer shall provide health insurance coverage in the Employer's comprehensive major medical group plan to regular employees scheduled to work more than thirty (30) hours or more per week. An employee will be eligible for insurance coverage upon successful completion of the first month of employment.

17.2 The Employer will contribute the same amount the employer contributes for the Hospital's non-organized employees.

17.3 A former employee who is receiving a disability benefit or an annuity from a Minnesota public pension plan other than a volunteer fire fighter plan, or who has not met age and service requirements necessary to receive an annuity from such a plan, and the employee's dependents if the employee received dependent coverage immediately before leaving employment, may

continue indefinitely in the Employer's health and dental plans participated in immediately before retirement pursuant to Minn. Stat. 471.61, Subd. 26 (1992). Such participation shall be at the former employee's sole expense. The employee shall coordinate coverage with applicable benefits provided through Medicare.

ARTICLE XVIII. RIGHT OF SUBCONTRACT

18.1 If the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the Employer, the Employer shall notify the Union when such determination is made, but in no case less than forty-five (45) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and negotiate with the Union to discuss possible ways and means to minimize the impact on the unit.

ARTICLE XIX. INDIVIDUAL RIGHTS

19.1 Employees have the right to join or to refrain from joining the Union. Neither the Employer nor the Union shall discriminate against or interfere with the rights of employees to become or not to become members of the Union and, further, there shall be no discrimination or coercion against any employee because of Union membership or non-membership. The Union shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

ARTICLE XX. SAVINGS CLAUSE

20.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and Murray County Medical Center. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE XXI. DISCIPLINE AND DISCHARGE

21.1 The Employer shall have the right to impose disciplinary actions on employees for just cause. The form of the discipline may include, but will not be limited to the following:

1.1 Verbal reprimand;
1.2 Written reprimand;
1.3 Suspension;
1.4 Demotion;
1.5 Discharge.

The Medical Center (MCMC) reserves the right to select the form of discipline that it deems appropriate under the circumstances.

21.2 Employees who are suspended or discharged shall be notified of such action in writing.

21.3 Probationary employees may be dismissed at any time, without cause, at the discretion of the Employer. Such action shall not be subject to the grievance procedure.

21.4 An employee shall be given a copy of any written entry to his personnel file which is the result of any disciplinary action and shall be allowed to respond thereto. In addition, any employee shall be allowed to review his personnel file and all documents therein at reasonable times and under conditions determined by the Employer.

21.5 An employee shall be allowed Union representation at any step of the discipline procedure or any investigation which could lead to disciplinary action. The Employer shall have no obligation to inform or advise an employee of the provisions of this Section.

ARTICLE XXII. WORK RULES

22.1 The Employer shall have the right to establish reasonable work rules that are not in conflict with the provisions of this Agreement, which shall be equitably and uniformly applied. Prior to the effective date, any work rule will be posted for a period of seven (7) calendar days.

ARTICLE XXIII. JOB SAFETY

23.1 It shall be the policy of the Employer that the safety of employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities.

23.2 It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to insure safety. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

23.3 There shall be established in the principal place of employment a joint Safety Committee composed of three (3) Employer representatives selected by the Appointing Authority and three (3) employee representatives selected by the Union. The Safety Committee shall meet quarterly. Meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the majority of the Committee members as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Employer's premises and without loss of pay.

23.4 Disputes under the terms of this Article shall not be subject to arbitration under the grievance procedure nor shall the provisions of this Article be admissible as evidence in any form.

ARTICLE XXIV. TRAINING.

Attendance at job-related conferences, workshops or seminars must receive approval of the department head and the Administrator. The criteria to be used in selecting outside training to attend include:

1. Topic is relevant to the employee's job.
2. Attendance is warranted to keep employee abreast of continuing developments in their professional field or specific area of general management and is important to the operation and function of the department.
3. Requirements for maintenance of professional or technical license.
4. Availability of funding.

Any costs incurred for outside training approved by the Employer shall be reimbursed in accordance with the Murray County Medical Center (MCMC) Personnel Procedures.

ARTICLE XXV. WAIVER

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

The parties mutually 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 terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or the respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

The parties may meet by mutual agreement during the life of this AGREEMENT for the purpose of modifying this AGREEMENT.

ARTICLE XXVII. SALARY RATES

27.1 All Employees shall receive a wage increase effective January 1, 2018. New Employees shall be compensated in accordance with the schedule attached hereto as Appendix A.

27.2 Employees regularly scheduled to begin shifts beginning after 1:00 p.m. shall be paid an additional fifty cents ($.50) per hour.

ARTICLE XXVIII. TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2018 to December 31, 2018, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by October 1st prior to the anniversary date that it desires to modify or terminate this Agreement.

Murray County Medical Center

Leonore Wendorf
Chairman, Murray County Medical Center Board

Dated: 3/2/18

ATTEST:

Clerk of the Board

Dated: 3-6-2018

American Federation of State, County and Municipal Employees, AFL-CIO Council 65

LeRoy Reem
Bargaining Committee Member

Dated: 2/28/18

Bargaining Committee Member

Dated: 03/28/2018

Eric Austin
AFSCME Staff Representative

Dated: 2/28/18

MEMORANDUM OF AGREEMENT
BETWEEN
AFSCME LOCAL 2424-MINNESOTA COUNCIL 65
AND
MURRAY COUNTY MEDICAL CENTER

IT IS HEREBY AGREED by and between Murray County Medical Center (Employer) and AFSCME local 2424 Murray County Medical Center Employees Union (Union) that the following shall constitute the understanding reached between the parties during 2017/2018 negotiations with regard to the wage study in process.

WHEREAS, Employer and Union are parties to a collective bargaining agreement; and

NOW, THEREFORE, the parties have agreed that upon completion of the current Compensation and Classification study, full results will be shared with the Union.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 28th day of February, 2018.

FOR AFSCME COUNCIL 65

Staff Representative

Eric Austin
Union Representative

FOR MURRAY COUNTY MEDICAL CENTER

MCMC CEO
Chairman MCMC Board

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the Murray County Medical Center, an instrumentality of the County of Murray ("MCMC"), and Council #65, American Federation of State, County and Municipal Employees, (the "Union"), on behalf of the employees in the MCMC Hospital General Unit.

All employee severance pay benefits will be paid to the Minnesota State Retirement System Health Care Savings Plan for the benefit of each employee as approved by MCMC in Policy #728.

Employees whose vacation benefit accrual exceeds the maximum vacation hours provided in Policy #718 will have their excess vacation benefits paid to the MSRS for their health care savings account on the next bi-weekly payroll.

This Memorandum of Agreement supersedes the Memorandum of Agreement between Murray County and the Union dated January 26, 2010, and is the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement on the dates indicated below.

MURRAY COUNTY MEDICAL CENTER

By Renee Wendorff

Dated 3/2/18

COUNCIL #65, AFSCME

By Eric Austin

Dated 2/28/18

APPENDIX A
Salary Schedule 1/1/2018 to 12/31/2018

2018 SALARY SCHEDULE

	Level	MIN	A	B	C	D	E	F	G	H	MAX
MAINTENANCE ENGINEER II	16	$19.60	$20.13	$20.67	$21.21	$21.75	$22.27	$22.48	$23.34	$23.89	$24.43
MAINTENANCE ENGINEER	14	$17.68	$18.30	$18.92	$19.54	$20.16	$20.78	$21.40	$22.02	$22.64	$23.26
BUSINESS OFFICE SPECIALIST	11	$15.76	$16.41	$17.06	$17.71	$18.36	$19.01	$19.66	$20.31	$20.96	$21.61
UNIT COORDINATOR	8	$14.05	$14.42	$14.81	$15.19	$15.57	$15.95	$16.33	$16.71	$17.09	$17.47
DIETARY COOK	8	$14.05	$14.42	$14.81	$15.19	$15.57	$15.95	$16.33	$16.71	$17.09	$17.47
CERTIFIED NURSING ASSISTANT	7	$13.52	$13.89	$14.27	$14.62	$14.99	$15.35	$15.72	$16.09	$16.45	$16.82
HOUSEKEEPER	5	$12.54	$12.87	$13.22	$13.55	$13.89	$14.22	$14.57	$14.90	$15.24	$15.58
DIETARY AIDE	4	$12.08	$12.41	$12.73	$13.04	$13.37	$13.70	$14.03	$14.35	$14.68	$15.00

Employees who are currently being paid at a rate higher than the top step for their position shall not suffer a loss of pay and shall continue to be paid "over scale" until such time as the top step for their position exceeds their current rate of pay.

No step increases shall be awarded for the term of this agreement.

Employee	Hours	2018 Wage	2018 Step
Amanda Hoss	2080	$16.41	A
Stacie Menken	2080	$18.36	D
Lorrie Rolfes	1040	$12.41	A
Colleen Bose	2080	$18.37	MAX
Charilyn Busse	2080	$17.47	MAX
Peachie Hermia	1560	$15.35	E
Joyce Schreier	1560	$15.24	H
Kendra Michelau	1560	$13.22	B
Robert Eisfeld	1560	$13.89	D
Jean Plantz	1040	$14.22	E
Amy Gertsema	1300	$12.87	A
Mikayla Schmidt	1560	$12.87	A
Jim Chapman	2080	$18.30	A
LeRoy Reese	2080	$20.16	D

MEMORANDUM OF AGREEMENT
BETWEEN
AFSCME LOCAL 2424-MINNESOTA COUNCIL #65
AND
MURRAY COUNTY MEDICAL CENTER
MAINTENANCE DEPARTMENT SCHEDULING

IT IS HEREBY AGREED by and between Murray County Medical Center (Employer) and AFSCME Local 2424 Murray County Medical Center Employees Union (Union) that the following shall constitute the understandings reached between the parties with respect to schedule changes to the maintenance department.

WHEREAS, the Hospital and the Union are parties to a collective bargaining agreement; and

WHEREAS, the parties have engaged in discussions related to changes in shift schedules for maintenance workers at Murray County Medical Center

NOW, THEREFORE, the Hospital and Union agree to the following changes to the existing maintenance schedule as follows:

1. The maintenance department shall have three shifts as follows: 6:00 am to 2:30 pm; 7:00 am to 3:30 pm, and 7:30 am to 4:00 pm.

2. During the months of November through April, and days where snow accumulation is predicted to be three (3) inches or more, all staff will work the early shift of 6:00 am to 2:30 pm, to allow easier access of snow removal before majority of employees need parking access.

3. As a result of these shift changes there will continue to be no shift differential as currently indicated in Article 27.2.

4. The Employer and Union shall mutually agree to establish break times during shifts based on operational need.

5. This Memorandum of Agreement shall be effective March 12, 2018.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 28 day of Feb., 2018.

FOR AFSCME COUNCIL 65

Staff Representative

Eric Austin
Union Representative

FOR MURRAY COUNTY MEDICAL CENTER

MCMC Administrator