

## **Township of Breitung Agenda-Special Meeting**

**Township of Breitung Special Board Meeting 12/29/2020**

**Breitung Town Hall 12noon and via teleconference**

**Call in information (701) 802-5299, Access Code 8973797#**

- Call the meeting to order/Roll Call
- Approval of Minutes
  - 12/16/2020-Special Board Meeting

### **Old Business**

- Township Operations

### **New Business**

- Police Schedule

Next Regular Meeting Date-January 26th, 2021 @ 12 Noon

Adjourn

## **Township of Breitung Special Meeting 12/16/2020 12:00PM-In Person Meeting at the Town Hall & Via Teleconference**

### **Present In Person:**

**Board Members:** Supervisor Chuck Tekautz, Supervisor Greg Dostert, Clerk Dianna Sundahl, Treasurer Jorgine Gornick

**Public:** Tom Gorsma-Maintenance Supervisor, Valeda McDonald, Tony Sikora (12:20pm)

### **Phone In:**

Tim Tomsich-Chairman, Stephanie Ukkola-Timberjay Newspaper, Renee Pearson-Deputy Clerk, Dan Nylund-Police Chief

Call to Order @ 12:00pm by Chairman Tomsich, Roll call taken

### **Approval of Minutes:**

Motion by Supervisor Tekautz to accept the Meeting Minutes from 11/24/2020 as presented 2<sup>nd</sup> by Supervisor Dostert

Motion Passed 3-0

### **Approval of Treasurers Report:**

Motion by Supervisor Tekautz to accept the November Treasurers Report as presented 2<sup>nd</sup> by Supervisor Dostert

Motion Passed 3-0

### **Correspondence:**

- Arrowhead Area Agency on Aging-place on website

**Public Input:** Stephanie Ukkola asked that others place their phones on mute, difficult to hear

### **Reports:**

- Police Report-Included in Public Packet, also stated slow month due to Covid-19 Restrictions. Thanked everyone who supported Shop with a Cop. 8 children/2 families will be the beneficiaries of the gifts from Target, will deliver Friday.
- Fire Report-Included in Public Packet
- Road and Bridge-Included in Public Packet
- McKinley Park-None
- Recreation-Will talk about rink updates later, would like Conveyor belting for skates up at the rink
- Wastewater Board-Chairman Tomsich attended the December meeting, just looking @ changing how bills are sent out for both Tower and Breitung.

## Old Business:

- Projects

- McKinley Park Docks-Permits submitted, correspondence from DNR saying they could not support at this time. Maintenance is in the process of repairing the structure under the boardwalk for the lift up dock.
- Sanitary Sewer Castings needs fixing next spring
- Bike Trail-remains on list for cost estimate, Supervisor Tomsich spoke with John Jamnick, went to site, and JPJ had submitted an application to IRRR. There is no meeting of IRRR this month, but will be in January. Chairman Tomsich and Sara from JPJ will meet with the DNR and will get back to IRRR.
- Tile in Post Office-no updates, rug placed in front of door.
- Gutter behind Post Office-Kultala Construction has almost completed roof over the back door of the Post Office, just waiting on supplies. Will monitor vent pipe in the back
- Lighting in the Fire Hall-Chairman Tomsich spoke to Fire Chief in regards to having the work done on the lighting. ARI/Petrich has agreed to pay 50% of cost.
- Camera's-Continue to work with Roger's online for Police Building Camera's. Hunt Electric out 12/10/2020 to repair camera on the Community Center Building. Water in the box, repaired and sealed.

- Ordinance 2014-15 Regulating the Discharge of Firearms –Suggestions are as follows from Police Chief Dan Nylund; these are suggestions that are focused on the Safety of the Public, although it may shorten the hunt area.
  - Under Section D: Remove Clerks Office and leave the Police Department. This way police can verify and meet person(s).
  - Under Section E: Police to verify and make copies of Driver's License
  - Map: Work with the DNR to not include residential areas, move the red lines on the map. Will need to work with the Wastewater Board and get suggestions in regards to the area around the Ponds. May also need to work with the city of Tower boundaries regarding the map.

- Skating Rink- Waiting on Governors orders today. The township is at least one week away from the rink being open. Persons attending will need to put their skates on inside car/or at home. Warming shack will not be a hangout area as in past practice. Maintenance to move more picnic tables outside. Maintenances will take measurements of the warming shack to verify how many people can safely fit with social distancing requirements. Clerk Sundahl to order labels to place on benches to identify 6'. Can BBQ outside, no food to be prepared or served inside. Motion by Supervisor Dostert to adopt items 1-2 of the Safe Skating Rink with 6' social distancing in mind  
2<sup>nd</sup> by Supervisor Tekautz  
Motion passed 3-0

- Exemptions from CDL Licensing-Maintenance Assistant cannot plow past the border of Breitung Township, or Echo Point with the Commercial Vehicle (Dump Truck) without

another CDL Licensed Driver. Maintenance Supervisor stated he will be able to take care of this until Assistant can obtain Air Brakes Endorsement. Virginia Licensing now open for appointments, Maintenance Assistant will continue to call to schedule.

- Memorandum of Agreement-Clerk has the original, 2 sent to LU 49, 2 copies to Maintenance Employees.

#### **New Business:**

- Pay Bills

Motion made by Supervisor Tekautz to pay bills as presented

2nd by Supervisor Dostert

Motion passed 3-0

- Township Operations-Township to remain closed until the end of the year. Will hold a Special Meeting at the end of the month to discuss any updates by the Governor.

- McKinley Park Manager Agreement

Motion by Supervisor Dostert to accept the Manager Agreement as presented

2<sup>nd</sup> by Supervisor Tekautz

Motion passed 3-0

- Resolution #2020-17 Designation of Annual Polling Place

Motion by Supervisor Dostert to pass Resolution #2020-17

2<sup>nd</sup> by Supervisor Tekautz

Motion passed 3-0

- Resolution #2020-18 Submission of Pay Equity Report

Motion by Supervisor Tekautz to pass Resolution #2020-18

2<sup>nd</sup> by Supervisor Dostert

Motion passed 3-0

- Notice of Filing for Town Offices to be Elected-Notice posted

- Apportionments-So noted as in Public Packet

- Account Transfers-After all bills are paid for the year, funds to be transferred.

Motion by Supervisor Dostert to transfer \$38,899 from Town Hall rehab project to equipment replacement fund

2<sup>nd</sup> by Supervisor Tekautz

Motion passed 3-0

Based on the Union Contract, the treasurer will move sick day balance funds for eligible employees to the reserve account. Based on work schedule through the end of the year and Union Contract the treasurer will move overage of sick time into employees HRA account. Previous understanding by the Board members was that this was based on an 8 hour day, but per Union Contract for the Police Department it was confirmed that this is based on a scheduled day which is currently a 12 hour day. The Board members will look at the Police Schedule at a later date to ensure proper management for both employees and the township.

- Donations-Table till a later date, Clerk Sundahl will review the Contributions and Donations by Townships Policy put out by the Minnesota Association of Townships.

**Special Board Meeting:** Consensus by the Board to hold a Special Board Meeting on Tuesday, December 29<sup>th</sup>, 2020 at 12 Noon to discuss Township Operations and Police Schedule.

**Next Regular Town Board Meeting:** Tuesday, January 26th, 2020 @ 12 noon

**Adjourn:**

Motion by Supervisor Dostert to Adjourn the Meeting at 12:47pm

2<sup>nd</sup> by Supervisor Tekautz

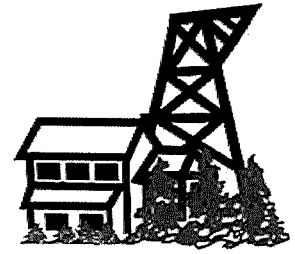
Motion Passed 3-0

Respectfully Submitted

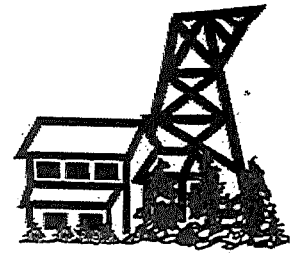
Dianna Sundahl  
Clerk, Breitung Township

DRAFT

# SAFE SKATING RINK



1. The number of people in the Warming Shack is limited to 7 and 1 attendant to allow for 6' social distancing.
2. Masks are required in the Warming Shack at all times.
3. Use of the Warming Shack is limited to warming up, and putting on or taking off skates. No loitering.
4. Distance seating is 6' apart unless it is the same family.
5. Temperature will be taken upon entrance.
6. Individuals will be asked Health Questionnaire.
7. Individuals will be required to use hand sanitizer upon entering the Warming Shack.
8. If the Warming Shack is to capacity, individuals will have to use outdoor seating or personal vehicles for warming up.
9. If a skater arrives to warm up, the individual who has been in the shack the longest must leave to skate or rest outside.
10. The Rink Attendant will disinfect rink skates and sticks after each use
11. After individuals have completed dressing, bags need to be removed to the outside.
12. Can BBQ outside, no food to be prepared or served indoors.
13. These rules are to be enforced by the Rink Attendant.



## Breitung Township Skating Rink Health Questionnaire

Have you had any of the following symptoms in the last 24 hours that you cannot attribute to another pre-existing health condition?

- \_\_\_\_\_ Feeling Feverish
- \_\_\_\_\_ Chills
- \_\_\_\_\_ New/Worsening Cough
- \_\_\_\_\_ Shortness of Breath
- \_\_\_\_\_ Sore Throat
- \_\_\_\_\_ New/Unusual Muscle Aches
- \_\_\_\_\_ New/Unusual Headache
- \_\_\_\_\_ Loss of Smell or Taste

If the individual answers yes to any of the above, they cannot enter the warming shack or the skating rink.

Adopted by the Breitung Town Board 12/16/2020

# **LABOR AGREEMENT**

BETWEEN THE

Breitung Township

AND THE

Teamsters General Local Union No. 346



*REPRESENTING*  
**ESSENTIAL POLICE EMPLOYEES**

**Effective January 1, 2020 through December 31, 2022**



**LABOR AGREEMENT**  
**Between the**  
**Breitung Township**  
**And the**  
**Teamsters General Local Union No. 346**

**ARTICLE I. PURPOSE OF AGREEMENT**

This Agreement is entered into between the Breitung Township, hereinafter called the Employer, and the Teamsters General Local 346, hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE II. RECOGNITION**

- 2.1 The Employer recognizes the Union as the Exclusive Representative for all Employees in a unit certified by the State of Minnesota Bureau of Mediation Services in No. 03- PCE-726, as:

All Essential Police Supervisory Employees employed by the Breitung Township, Minnesota, who are public employees within the meaning of Minn. Stat. & 179A.03, Subd. 14, excluding confidential and all other employees, and employees and classifications specifically excluded by the certification order.

- 2.2 Neither the Employer nor the Union shall enter into any agreements covering terms and conditions of employment with the Employees' bargaining unit under the jurisdiction of this Agreement or the Employer, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.3 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of new or modified job classes, the issue shall be submitted to the Bureau of Mediation Services for determination.

### ARTICLE III. DEFINITIONS

- 3.1 Union: Teamsters General Local 346.
- 3.2 Union Member: A member of Teamsters General Local 346.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Employer: The Breitung Township.
- 3.5 Council: The elected governing body of the Breitung Township.
- 3.6 Union Steward: Steward elected or appointed by the Teamsters General Local 346.
- 3.7 Immediate Family: Immediate family shall include spouse, children, stepchildren, father, mother, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law.
- 3.8 Standby: An Employee on Standby status must be able to respond to an emergency page or call and immediately report to work. An example would be the Chief of Police covering an open shift.
- 3.9 On Call: An Employee "On Call" must be able to be reached by phone or other means and must be able to respond and report to work within fifteen (15) min of when called. An example would be the Street Superintendent on call for snow removal.

### ARTICLE IV. UNION SECURITY

- 4.1 The Employer shall deduct from the wages of Employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 4.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments, including attorney's 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.
- 4.3 The Union may designate necessary Employees from the bargaining unit to act as a Union Steward. The Union shall notify the Employer in writing of Employees so designated and changes in such designation.
- 4.4 The Union staff representative, or an authorized representative, shall be permitted to enter the facilities of the Employer to conduct official Union business.
- 4.5 The Employer shall provide reasonable space on Employee bulletin boards for the posting of official Union notices and announcements.
- 4.6 The Employer shall notify the Union in writing monthly of the name, address, and job

classification of all new Employees covered by this Agreement.

- 4.7 New employees shall join the Union after thirty (30) calendar days of employment.

## **ARTICLE V. EMPLOYER SECURITY**

The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment, to establish functions and programs; to set and amend budgets; to determine the utilization of technology or contractual services; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

## **ARTICLE VI. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 6.1 **DEFINITION OF A GRIEVANCE:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the Agreement.
- 6.2 **UNION REPRESENTATIVES:** The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 6.3 **PROCESSING OF A GRIEVANCE:** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employee and shall therefore be accomplished during non-working hours. The aggrieved Employee and a Union representative shall be allowed a reasonable amount of time 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 designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer.
- 6.4 **PROCEDURE:** Grievances as defined in Section 7.1 shall be resolved in conformance with the following procedure:

STEP 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed in Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances," as established by the Public Employment Relations Board.

## **6.5 ARBITRATOR'S AUTHORITY**

1. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. 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.
2. 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 arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the transmission 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 the Agreement and to the facts of the grievance presented.
3. 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 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.

## **ARTICLE VII. WORK SCHEDULES**

- 7.1 The sole authority in work schedules is the Employer.
- 7.2 The Employer will give forty-eight (48) hours advance notice to the Employees of changes to the work schedules, except in the event of an emergency.

## **ARTICLE VIII. OVERTIME and COMPENSATORY PAY**

- 8.1 Overtime: Hours worked in excess of 80 hours biweekly will be compensated at one and one-half (1½) the Employee's regular calculated hourly base rate of pay listed in

Appendix A. Hours on "Standby" or "On Call" status shall not count for computing hours worked for overtime calculations.

- 8.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 8.3 **COMPENSATORY TIME IN LIEU OF PAID OVERTIME;** At the Employee's choice, overtime compensation, earned as described above in Section 8.1, may be accrued as compensatory time in lieu of overtime pay by making the request on the Employee's timecard for the pay period in which the overtime occurred. If an Employee chooses to have overtime worked credited to compensatory time, one and one-half (1½) hours of compensatory time shall be credited to the Employee's account for each hour of overtime worked.
- 8.4 Employees may use accrued compensatory time as paid time off at their discretion, so long as it does not interfere with their normal job duties.
- 8.5 Compensatory time may be carried over from calendar year to calendar year.
- 8.6 The Township retains the right to approve all overtime worked or to schedule Employees to minimize overtime costs.
- 8.7 Twice per calendar year employees can ask for payout in a check of unused compensatory time.
- 8.8 Unused compensatory time will be paid out upon employees termination, layoff, or resignation.

#### **ARTICLE IX. CALL BACK**

- 9.1 An Employee called in for work at a time other than his/her normal scheduled shift will be compensated for a minimum of one (1) hour pay at one and one-half (1½) the Employee's regular calculated hourly base rate of pay listed in Appendix A. An extension of, or early report to an assigned shift, is not a call back.
- 9.2 **STANDBY/ON CALL:** An Employee placed on standby/on call, other than his/her normal scheduled shift will be compensated \$3.00 per hour for all time spent on call paid in one (1) hour increments.
- 9.3 During the months of February, March and April and upon approval of Tower, the township can use St. Louis County Sheriff's Department in place of Breitung officers. **FOR ON CALL HOURS ONLY** Other months of the year will be offered to employees covered by the Agreement.

## ARTICLE X. HOLIDAYS

10.1 Employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Christmas Eve	Easter Monday
Veteran's Day	Christmas Day
Memorial Day	Thanksgiving Day
4 <sup>th</sup> of July	

10.2 For the above-named holidays, all Employees shall receive their regular scheduled hours of pay.

10.3 When a paid holiday falls on an Employee's scheduled day off or during his/her vacation period, he/she shall receive an additional day of pay or an additional day of paid vacation time, at the option of the Employee, providing said Employee, in choosing the option, notifies the Employer at least five (5) working days prior to the holiday or by the last day of work prior to vacation. The Employee's Supervisor shall make the final decision as to the day to be taken off.

10.4 All Employees shall be allowed a paid personal leave of three (3) days per year to be taken at the Employee's discretion, provided that no more than one (1) Employee per Department shall take personal leave at one time.

## ARTICLE XI. VACATIONS

11.1 Regular, full-time Employees who have worked for the Township for at least twelve (12) months are eligible for paid vacation. Paid vacation is not available to temporary, seasonal or Part-Time Employees.

11.2 Vacation leave with pay will accrue at the following rates:

<u>Years of Service</u>	<u>Vacation Leave</u>
After one year	40 Hours
After years 2 through 4	80 Hours
After years 5 through 9	120 Hours
After years 10 through 14	160 Hours
After years 15 through 19	200 Hours
After 20 years until retirement	240 Hours

11.3 Vacation leave will not accrue during the training period. However, if the Employee becomes a regular Employee, vacation leave will be awarded based on the schedule above.

11.4 Vacation leave may not be granted until it is earned.

11.5 An Employee will receive a lump sum payment for the balance of accumulated vacation leave upon termination, on a pro-rated basis, provided the Employee has been employed

by the Township for at least a year.

- 11.6 Vacation can be rolled over from year to year if not used, with a maximum of eight (8) weeks.
- 11.7 For purposes of accumulating additional vacation leave, an Employee using earned vacation or on paid sick leave is considered working. If a paid holiday falls during an Employee's vacation, the Employee will not be charged vacation time for the period holiday.
- 11.8 Vacation may be taken in increments of four (4) hours or more.
- 11.9 The rate of vacation pay will be the Employee's regular base rate of pay, exclusive of overtime premium and shift differential, in effect on the date immediately preceding the Employee's vacation period.

## **ARTICLE XII. SICK LEAVE**

- 12.1 All regular full-time Employees shall receive sick leave with pay, and sick leave shall accumulate at the rate of one (1) day per month of service, hours based on regular scheduled hours worked, up to a maximum of seventy-five (75) days. An Employee who is absent from work due to illness shall not accumulate sick leave during the time of such absence from work. After 75 days of accrual, sick time shall be paid to the employee's HRA.
- 12.2 A doctor's certificate satisfactory to the Clerk may be required for sick leave absences. In case of an illness of more than three (3) days, a sick slip or return to work slip must be signed by the doctor. In a case of up to three (3) days illness, the Employee will sign a verification slip, as to his/her illness, which will read:

I, (Employee name), was off work for (nature of illness) on (days off).

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Signed by Employee

- 12.3 The Employer and the Union agree to comply with the Workers' Compensation regulations.
- 12.4 **MEDICAL EMERGENCY LEAVE:** An Employee may, in an emergency medical situation involving the Employee's husband, wife, children, stepchildren, grandchildren, parents or grandparents, be granted five (5) additional days a month of medical emergency leave which will be deducted from his/her accumulated sick leave.
  - 1. Written notification will be waived in emergency situations. The Council reserves the right to require documentation of reasoning for the emergency situation.
- 12.5 Sick leave shall be paid out upon employee's termination, layoff, or resignation.

### **ARTICLE XIII. LAYOFF**

- 13.1 Employees shall be laid off on the basis of job classification seniority only when job-relevant qualification factors between employees are equal.
- 13.2 Employees laid off by the Employer shall retain rights for a period of three (3) years.
- 13.3 Recalled Employees shall have five (5) working days after notification of recall by certified mail at the Employee's last known address to report to work or forfeit all recall rights.

### **ARTICLE XIV. PROBATIONARY PERIODS**

- 14.1 NEW HIRE, REHIRE PROBATIONARY PERIOD. All newly hired or rehired Employees shall serve a twelve (12) month probationary period. During the probationary period such Probationary Employees may be terminated at the sole discretion of the Employer.
- 14.2 PROMOTIONAL PROBATIONARY PERIOD. All promoted Employees shall serve a six (6) month probationary period in any job in which the promoted Employee has not successfully completed a probationary period. Any Employee who does not successfully complete the promotional probationary period shall be returned to the Employee's pre-promotion job classification. An Employee serving a promotional probationary period, who is returned to the Employee's previously held job classification, shall receive a written notice of the reasons for return.
- 14.3 An Employee may return to his/her previous job classification during the probation period upon written notification to the Employer.

### **ARTICLE XV. FUNERAL LEAVE**

- 15.1 Three (3) consecutive days' absence from work without loss of pay shall be allowed an employee in the event of a death of a member of the immediate family.
- 15.2 In the event travel is required to a point outside a 300-mile radius of the Breitung Township, an additional day will be allowed.
- 15.3 Benefits under this Article will not be deducted from the Employee's sick leave bank.
- 15.4 Benefits under this Article will be paid only if the Employee attends the funeral of the deceased relative, and produces an obituary of the deceased, provided to the clerk.

### **ARTICLE XVI. JURY DUTY LEAVE**

- 16.1 Any full-time Breitung Township Employee who is required to be absent from work because of jury duty shall be paid the difference between the compensation received for such duty, less paid mileage, and the amount of wages/salary the Employee would have earned during the period that the Employee served on jury duty. Jury duty pay adjustments will be made upon presentation of a voucher to the Clerk showing jury fees



received from the Court. In the event a juror's services are not required during a regularly scheduled workday, he/she shall report to work for that portion of the day when not required for jury duty. Such Employee shall supply the Township with evidence of the time required for jury duty. Jury duty will not be included for calculation of overtime hours.

- 16.2 Employees who are scheduled to work afternoon or nighttime shifts will be placed on day shift during the time spent on jury duty.

## **ARTICLE XVII. DISCIPLINE**

- 17.1 The Employer shall discipline for "just cause" only. Oral warning will be the first step in discipline. Written warning will be the second step. Suspension will be the third step and Discharge will be the final step. All warning letters will be null and void after a twelve (12) month period, with no similar infractions.

## **ARTICLE XVIII. INSURANCE**

- 18.1 The Employer will provide regular full-time employees with group medical insurance provided through Teamsters Joint Council 32 – Employers Health and Welfare Fund. The Employer agrees to continue participation and pay all but \$125.00 of the cost of the plan not to exceed a 5% increase for each year of this agreement. Employees shall pay \$125.00 per month.
- A. Regular full-time employees shall be entitled to Medical and Dental Insurance sixty (60) days following the date of hire.
  - B. Employees hurt on the job shall have insurance premium paid for by the Employer for one (1) year.
  - C. Employees hurt off the job shall have insurance premium paid for by the Employer for thirty (30) days.
- 18.2 The Employer shall pay the entire cost of all life insurance provided.
- A. Regular full-time employees shall be provided life insurance in the amount of \$25,000.00 the 60 days following the date of hire.
  - C. Employees, if hurt on the job, shall have insurance premium paid for by the Employer until he/she returns to work, but, in no case longer than one (1) year.
  - D. Employees hurt off the job shall have insurance premium paid for by the Employer until the employee returns to work, but, in no case longer than thirty (30) days.
- 18.3 DENTAL INSURANCE. The Employer will contribute 100% of cost per month per Employee for group dental insurance premiums.
- 18.4 VISION INSURANCE. The Employer will deduct from employees pay 100% of cost per

month per employee for group vision insurance premiums.

- 18.5 Employer will contribute \$400.00 per month on all full-time employees covered under this agreement to Teamsters Joint Council 32 Health and Welfare HRA after being employed for a period of sixty (60) days

#### **ARTICLE XIX. UNIFORM ALLOWANCE**

- 19.1 Full time: Eight hundred dollars (\$800) per contract year uniform allowance effective for the duration of the contract.
- 19.2 Unused amounts in the uniform allowance bank shall not be carried over from calendar year-to-calendar year.

#### **ARTICLE XX. SEVERANCE**

- 20.2 Employees will be entitled to up to 75 days of unused accrued sick leave to be paid out in a lump sum upon separation from the township.
- 20.3 Dan Nylund and Jason Sanderson shall receive wages and benefits set forth by this Agreement for a period of six (6) months in the event the township closes down its Police Department for any reason.

#### **ARTICLE XXI. LONGEVITY**

- 21.1 Employees shall receive amounts payable once each year or split into two payments each year, as follows:

% increase of base wage

After completion of five (5) full years of service	2%
After completion of ten (10) full years of service	5%
After completion of fifteen (15) full years of service	9%

#### **ARTICLE XXII. WAGES**

- 22.1 The wages and Salary Schedule agreed to shall be incorporated into this Agreement as "APPENDIX A."
- 22.2 TRAINING. Union members will be paid for any training to retrain and/or acquire any required licenses or certificates at straight time, regular rate of pay up to 48 hours or if mandatory per POST board.

#### **ARTICLE XXIII. WAIVER**

- 23.1 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.

- 23.2 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 term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at 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 with 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 either or both parties at the time this contract was negotiated or executed.

#### ARTICLE XXIV. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the Breitung Township. 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 of this Agreement shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

#### ARTICLE XXV. DURATION

This Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect until December 31, 2022.

On May 1, 2022, or any anniversary date thereafter, a notice may be given by either party to begin negotiations for a new contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 21<sup>st</sup> day of January, 2020.

BREITUNG TOWNSHIP

Teamsters General Local Union No. 346

Timothy S. Tausch  
[Signature]  
[Signature]  
[Signature]

[Signature]

**APPENDIX A**

**WAGES**

Classification	01/01/20	01/01/21	01/01/22
Police Chief	\$27.45	\$28.00	\$28.56
Lieutenant	\$24.20	\$24.68	\$25.17
Full Time Officer	\$20.70	\$21.11	\$21.54