

Township of Breitung Agenda-Special Board Meeting **(Open/Closed)**

Township of Breitung Special Board Meeting 10/10/23 @ 10:00am
Public Works Building, 41 1st Avenue, Soudan, MN 55782

- Call the meeting to order
- Acceptance of Agenda

Old Business

- Resolution 2023-24 Update to 2023-06 Authorizing the Issuance and sale of the town of Breitung, Minnesota Temporary General Obligation Utility Revenue Note to the City of Tower, Minnesota
- McKinley Park Playground Equipment-Updated Quote

New Business

- Labor Negotiations between Breitung Township and Local Union 49

Next Regular Meeting Date-October 26th, 2023 @ 12N, Breitung Community Center

Adjourn

RESOLUTION NO. 2023-24
Update to Resolution No 2023-06

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF THE TOWN OF
BREITUNG, MINNESOTA TEMPORARY GENERAL OBLIGATION UTILITY
REVENUE NOTE TO THE CITY OF TOWER, MINNESOTA**

BE IT RESOLVED, by the Board of Supervisors (the "Board") of the Town of Breitung, St. Louis County, Minnesota (the "Town"), as follows:

Section 1. Recitals.

A. Under the authority of Minnesota Statutes, Section 471.59, the Town and the City of Tower, Minnesota (the "Town" and together with the City, the "Members"), have entered into the Tower Breitung Wastewater Board Joint Powers Agreement dated December 29, 2017 (the "Joint Powers Agreement"), establishing the Tower Breitung Wastewater Board (the "Joint Powers Board") for the purpose of jointly acquiring, maintaining, and operating water facilities (the "System") and wastewater disposal facilities, for the mutual benefit of the Members.

B. The Joint Powers Board has determined that an upgrade and improvements to the water treatment plant serving the System are necessary (the "Project") and the Members have agreed to share the costs of the Project equally.

C. The Members have previously entered into that Amendment No.1 to Joint Powers Agreement General Obligation Revenue Obligations (the "JPA Amendment") specifying the terms and responsibilities of each Member to finance the Project.

D. The City has applied, on behalf of itself, the Joint Powers Board and the Town, to the Minnesota Public Facilities Authority (the "PFA") for assistance in the form of a tax-exempt loan (the "Anticipated Loan") to finance a portion of the total costs of the Project.

E. The City has agreed to issue temporary obligations, including its \$284,580 Temporary General Obligation Utility Revenue Note, Series 2023A (the "Temporary Note") to payoff the City's \$284,580 Temporary General Obligation Utility Revenue Note, Series 2020A issued to finance Project costs prior to receipt of the Anticipated Loan.

F. The Town has agreed to issue a General Obligation Note payable to City in a principal amount equal to its fifty percent (50%) share of the Temporary Note and payable as to interest at the rate then in effect on the Temporary Note.

G. The Town desires to authorize issuance of its Town Note (as defined below);

H. The Town will pledge net revenues derived from the operation of its water utility, including its portion of the System, and its full faith, credit and taxing powers to the repayment of the principal of and interest on the Town Note when due;

I. If the Town Note cannot be paid from the proceeds of the Anticipated Loan, the Town Note will be paid from the proceeds of long term definitive bonds or additional temporary obligations issued by the Town which shall be offered for sale in advance of the maturity of the Town Note;

J. The Town will benefit from the Project.

Section 2. Approval of Temporary Note Issuance. The Town hereby approves the issuance and sale of the Temporary Note by the City in a total principal amount not to exceed \$284,580 on the further terms and conditions as provided in the Joint Powers Agreement and JPA Amendment (together, the "Agreements").

Section 3. Authorization of Payment of Allocated Share of Debt Service. The Town authorizes payment of the Town's fifty percent (50%) share of principal of and interest on the Temporary Note.

Section 4. Approval of Town Note Issuance. The Town approves the issuance and delivery of its temporary general obligation utility revenue note to the City in the amount of its fifty percent (50%) share of principal of the Temporary Note and payable as to interest at the rate then in effect on the Temporary Note (the "Town Note"). The Town Note shall be payable as to principal on the maturity date of the Temporary Note, and payable as to interest on the dates interest is payable on the Temporary Note. The Town Note shall be prepared for execution by the manual signature of the Chair and attested by the manual signature of the Clerk and is approved in substantially the form attached as **Exhibit A**.

Section 5. Pledge of Net Revenues, Proceeds of Definitive Bond or Additional Temporary Bond, and Full Faith, Credit and Taxing Power.

A. The Town hereby pledges and appropriates net revenues of the Town's water utility, including its portion of the System ("Water Utility") in excess of claims duly approved and allowed for payment of expenses of the Water Utility which, under generally accepted accounting principles, constitute normal, reasonable, and current expenses of operating and maintaining the Water Utility and to maintain such reasonable reserves for such expenses of the Water Utility as the Board shall determine to be necessary from time to time, in the amount which along with the Town's allocated fifty percent (50%) share of the Anticipated Loan will be sufficient to pay the principal of and interest on the Town Note when due.

B. As required by law, the Town covenants and agrees with the City that if the Town Note cannot be paid on its maturity date from the proceeds of the Anticipated Loan and available funds appropriated by the Members, including net revenues, the Town Note will be paid from the proceeds of definitive obligations which will be issued and sold by the Town prior to the maturity date on the Town Note or exchanged for definitive obligations in the manner provided in Minnesota Statutes, Section 475.61, Subdivision 1. It is recognized, however, that the Town's liability on the Town Note is not limited to its allocated fifty percent (50%) share of the Anticipated Loan proceeds and net revenues so pledged, and the Town covenants and agrees that it will levy upon all taxable property within the Town, and cause to be extended, assessed, and collected, any

taxes found necessary for full payment of the Town Note and any definitive obligations, without limitation as to rate or amount.

Section 6. Prepayment. Regardless of the redemption and prepayment terms of the Temporary Note, the Town reserves the right to prepay the Town Note, in whole or in part on any date, in an amount sufficient to defease all or a portion of its allocated share of principal of and interest on the Temporary Note.

Section 7. Consent/Cooperation. The Town hereby consents to the distribution, by City, of any offering materials describing the Temporary Note, the Project and the Members (including the Town), and agrees to take such further actions, and authorizes its appropriate officers to execute such documents, as necessary to provide for the issuance of the Temporary Note by the City in accordance with the terms of the Agreements and this Resolution.

Section 8. General Tax Covenant. The Town covenants and agrees to comply with the tax covenants made by City in the bond resolution and certificates approved in connection with the Temporary Note, and the Chair and Clerk are hereby authorized and directed to execute such certificates as may be requested by bond counsel relating to such tax matters.

Adopted: October 10th, 2023.

Approved:

Chair-Timothy Tomsich

Attest:

Clerk-Dianna Sunsdahl

EXHIBIT A

(Town Note)
**UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ST. LOUIS**

R-1

\$129,000

**TOWN OF BREITUNG, MINNESOTA
GENERAL OBLIGATION UTILITY REVENUE NOTE,
SERIES 2023A**

**Rate
3.30%**

**Maturity Date
March 1, 2026**

**Date of Original Issue
March 1, 2023**

REGISTERED OWNER: CITY OF TOWER, MINNESOTA

PRINCIPAL AMOUNT: ONE HUNDRED TWENTY-NINE THOUSAND DOLLARS

The Town of Breitung, a public corporation and political subdivision under the laws of the State of Minnesota (the "Town"), for value received, promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, and to pay interest on said principal amount to the registered owner hereof from date of original issue set forth above, or from the most recent Interest Payment Date (defined below) to which interest has been paid or duly provided for, until the principal amount is paid, said interest being at the rate per annum specified above.

Interest is payable semi-annually on March 1 and September 1 of each year (each referred to herein as an "Interest Payment Date") commencing on September 1, 2023. Interest will be computed upon the basis of a 360-day year of twelve 30-day months. This Note is payable as to principal on the maturity date set forth above. Payments shall be applied first to interest due on the outstanding principal balance and thereafter to reduction of the principal balance.

Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the main office of the Clerk as note registrar, authenticating agent, paying agent and transfer agent (the "Registrar"), or at the office of such successor Registrar as may be designated by the governing body of the Town. The Registrar shall make all payments with respect to this Note directly to the registered owner hereof shown on the bond registration records maintained on behalf of the Town by the Registrar at the close of business on the 15th day of the month next preceding the Interest Payment Date (whether or not a business day) at such owner's address shown on said bond registration records, without, except for final payment of principal of this Note, the presentation or surrender of this Note, and all such payments shall discharge the obligation of the Town to the extent of the payments so made. The payment of principal of this Note shall be made upon presentation and surrender of this Note to the Registrar when due.

This Note comprises the entire series issued by the town in the aggregate amount of \$129,000 pursuant to the authority contained in Minnesota Statutes, Sections 444.075 and 475.61, Subdivisions 5 and 6, Chapter 475 and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the Town on February 23, 2023 (the "Resolution"), for the purpose of providing funds for (i) the temporary financing of upgrades and improvements to the water treatment plant serving the Members including preliminary expenditures; (ii) to pay certain expenses incurred in the issuance of the Note; and (iii) to pay a portion of the interest cost of the Note. The principal of and interest on this Note shall be paid primarily from net revenues (the "Net Revenues") derived from the operation of the Town's municipal water utility, including its portion of the System (the "Utility"), in excess of normal, reasonable and current costs of the operation and maintenance of the Utility and from the proceeds of permanent bonds or additional temporary bonds which the Town shall offer for sale in advance of the maturity of this Note (the "Permanent Obligations"). (The Permanent Obligations and Net Revenues are collectively referred to herein as the "Pledged Revenues.") The Pledged Revenues are sufficient to pay the interest on and principal of this Note.

The registered owner has applied for and anticipates approval of a loan from the Minnesota Public Facilities Authority (the "Anticipated Loan"). Notwithstanding anything in this Note to the contrary, the obligations of the Issuer hereunder shall be deemed fully satisfied and no principal or interest shall be due to the registered holder hereunder if proceeds of the Anticipated Loan are sufficient to pay the principal of and interest on the registered owner's \$284,580 Temporary General Obligation Utility Revenue Note, Series 2023A (the "City Note"). If proceeds of the Anticipated Loan satisfy a portion but not all of the City Note, the principal hereof shall be reduced by fifty percent (50%) of the Anticipated Loan proceeds applied to the City Note.

In the Resolution the Town has covenanted and agreed that if this Note cannot be paid at maturity from the Net Revenues or from other funds appropriated by the governing body of the Town or the Anticipated Loan, this Note will be paid from the proceeds of additional definitive obligations or additional temporary bonds which will be issued and sold prior to the maturity date of this Note. The holder of this Note shall have and may enforce, by mandamus or other appropriate proceedings, all rights respecting the levy and collection of taxes that are granted by law to holders of permanent bonds, except the right to require the levies to be collected prior to the maturity of this Note. If this Note is not paid in full at maturity, the holder hereof may require the issuance in exchange for it, at par, of a new temporary bond maturing within one year from its date of issue but not subject to any other maturity limitation, and bearing interest at the maximum rate permitted by law. Reference is made to the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

For the prompt and full payment of such principal and interest as they become due, the full faith and credit and taxing power of the Town are irrevocably pledged.

The Note is prepayable in whole or in part on any date without notice at a price of par plus accrued interest to the prepayment date.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the laws and the Constitution of the State of Minnesota to be done and to exist precedent to and in the issuance of this Note, in order to make it a valid and binding general obligation of the Town in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the limits of the Town is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest hereon when due, without limitation as to rate or amount and that the

issuance of this Note does not cause the indebtedness of the Town to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Town of Breitung, Minnesota, has caused this Note to be executed in its behalf by the manual signatures of the Chair and Clerk, the Town having no seal or said seal having been intentionally omitted as permitted by law.

ATTEST:

Chair-Timothy Tomsich

Clerk-Dianna Sunsdahl

REGISTRATION CERTIFICATE

This Certificate must be registered as to both principal and interest in the name of the owner on the books to be kept by the Clerk of the Town of Breitung, as Bond Registrar. No transfer of this Certificate shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Certificate and the interest accruing thereon is registered on the books of the Town in the name of the registered owner last noted below.

Date

10/10/2023

Registered Owner

City of Tower

P.O. Box 576

Tower, MN 55790

Federal Taxpayer I.D. No.: 41-

6005577

Signature of Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

Social Security or Other
Identifying Number of Assignee

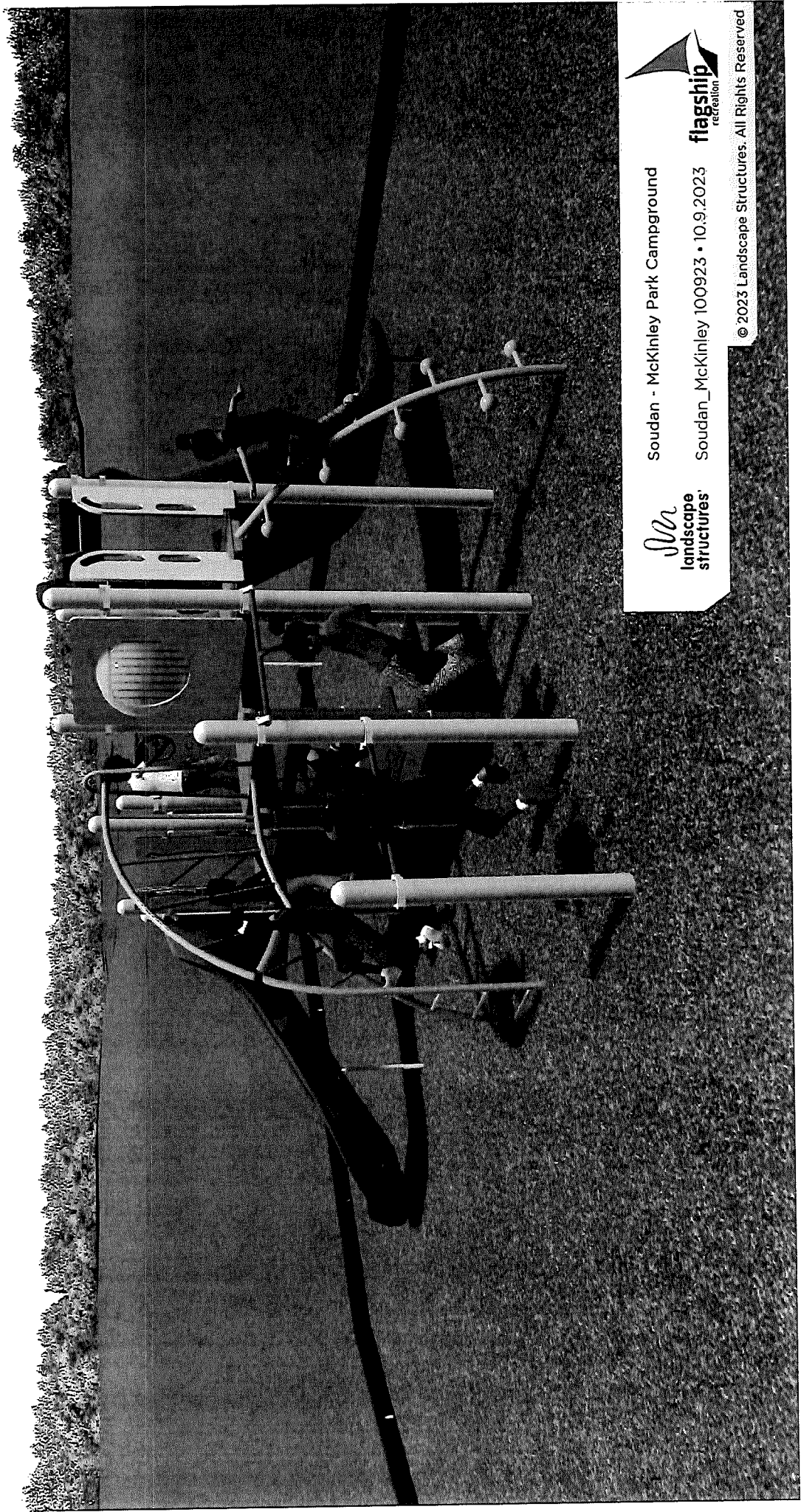
the within Note and all rights thereunder and irrevocably constitutes and appoints _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)



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Soudan - McKinley Park Campground

Soudan_McKinley 100923 • 10.9.2023



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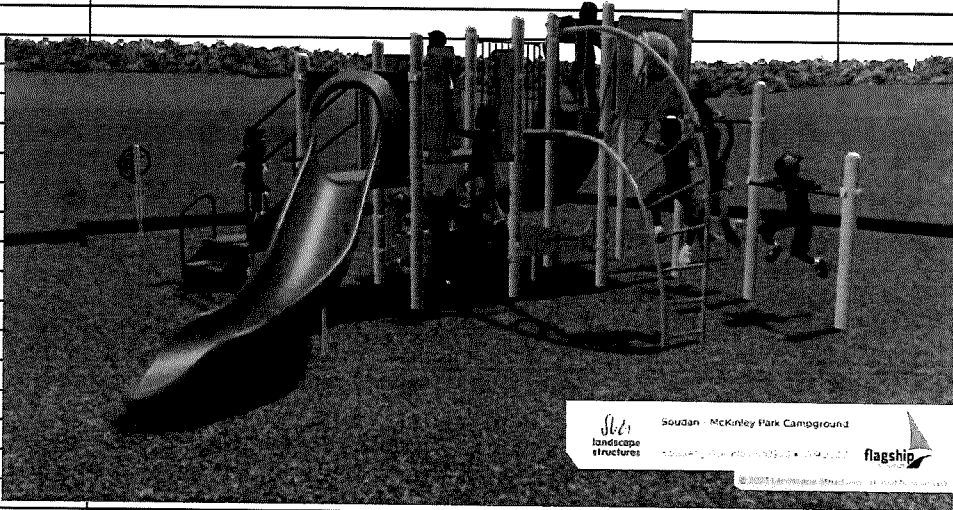


Please Make PO's & Contracts Out To:

Landscape Structures, Inc.
601 7th St. S
Delano, MN 55328

Please Remit Payment To:

Landscape Structures, Inc.
SDS 12-0395 PO Box 86
Minneapolis, MN 55486-0395

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
1	EQUIPMENT	Soudan - McKinley Park Playground - Oct9-2023-JT		\$33,836.00
1	DISCOUNT	State Contract #218091 Discount <i>Playground Border & Play Equipment Freight on Flagship Recreation Quote</i>	6.00%	(\$2,030.16)
		Playground Colors per Image Below: <i>(Can be changed before ordering)</i>		
				

Page 1 of 2

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope (This Section For Quotes Including Full Installation)

Inclusions:

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

DRAFT

Acceptance of Quotation:

Accepted By (Print)	Tim Tomisch, Chairman	PO#:	
Signature:		Email:	chairman@breitungtownship.org
Title:		Phone:	
Date:		Purchase Amount:	\$31,805.84


**landscape
structures®**

Date 10/9/2023
 Expires 11/8/2023
 Quote: Breitung Township
 Contact: Tim Tomisch, Chairman
 Phone: 218-780-5310
 Email: chairman@breitungtownship.org



Ship To:	Please Make PO's & Contracts Out To:
Soudan - McKinley Park Playground 5563 Hoodoo Point Rd Soudan, MN 55782	Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042
Bill To:	Please Remit Payment To:
Breitung Township PO Box 56 Soudan, MN 55782	Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042

We are pleased to submit this proposal to supply the following products/services:

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
	Design	Soudan - McKinley Park Playground - Oct9-2023-JT		
		<i>Playground Equipment & State Contract Discount on Landscape Structures Quote</i>		
0	MOB	Mobilization - Transport Construction Equip to Job Site	Owner	\$0.00
0	DUMPSTER	Dumpster - Disposal / Equipment Packing (30 Yard)	Owner	\$0.00
0	SITE WORK	Demo/Disposal of Equipment & Excavation (existing container)	Owner	\$0.00
50	BORDER	Plastic Timber Border & ADA Ramp - Materials Only - Owner Install		\$3,630.00
0	INSTALL	Playground Installation by Owner Per Manufacturer Instructions	Owner	\$0.00
0	DRAINAGE	Drainage Pea Rock (3/8" Crushed) - 3" (Ton)	Owner	\$0.00
0	DRAINAGE	Drain Tile per Drainage Plan / Outlet Stub(s) Req'd Inside Play Container	Owner	\$0.00
0	SURFACING	GeoTextile Fabric (Material & Installation) Sq Ft	Owner	\$0.00
0	SURFACING	EWf - Playground Safety Surfacing (CY)	Owner	\$0.00
		<i>Safety Surfacing Recommended per Manufacturer and IPEMA Guidelines</i>		
0	RESTORE	Backfill Border w/ TopSoil or Class 5 to Stabilize Border	Owner	\$0.00
		<i>No Mark-Ups on Freight per State Contract / Customer Offload & Store Materials</i>		
			Subtotal	\$3,630.00
			Freight	\$725.00
			Sales Tax	Tax Exempt Cert
			Total	\$4,355.00

Quotes from Flagship Recreation. are subject to current Flagship Recreation policies as well as Terms & Conditions, Inclusions & Exclusions outlined below unless noted otherwise on this quote. Changes are subject to price adjustment. Sales tax, if applicable, will be applied unless a tax-exempt certificate is provided at the time of order entry. Customer deposits, if required, must be received before orders will be entered & installation scheduled. Purchases in excess of \$1,000.00 must be supported by a formal Purchase Order made out to Flagship

Minnesota State Contract #218091

***Terms: Net 30 days; 1.5% finance charge on balances over 30 days**

Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope (This Section For Quotes Including Installation)

Inclusions:

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

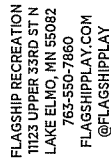
- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

DRAFT

Acceptance of Quotation:

Accepted By (Print)	Tim Tomisch, Chairman	PO#:	
Signature:		Email:	chairman@breitungtownship.org
Title:		Phone:	
Date:		Purchase Amount:	\$4,355.00





THIS PLAY AREA & PLAY EQUIPMENT IS
DESIGNED FOR AGE RANGES AS NOTED
ON PLAN.

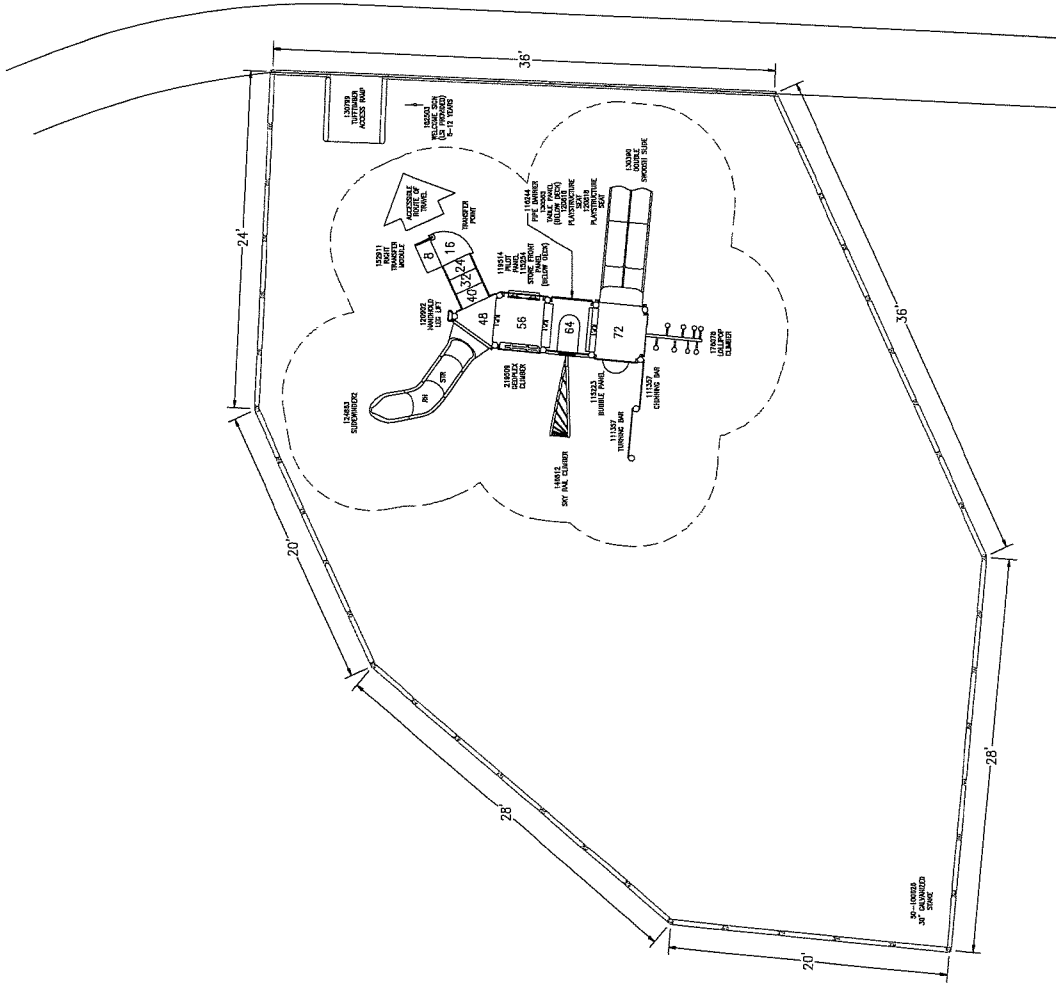
SALES REPRESENTATIVE:
Stacy Strand

 $1/4" = 1'-0"$

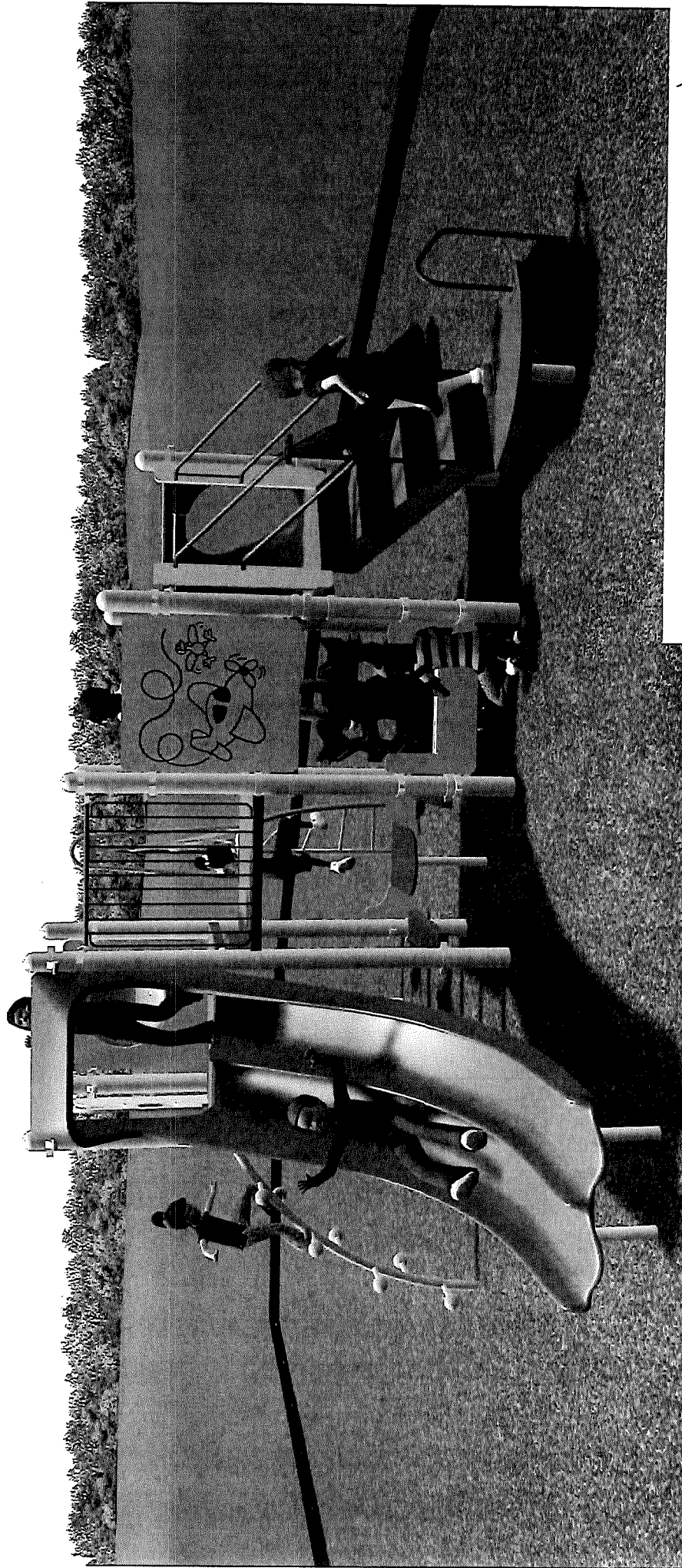
LS101

TOTAL CONTAINER AREA	2402 SF
ASTM SAFETY SURFACING TYPE	ENGINEERED WOOD FIBER
TOTAL EWF AREA	2402 SF
TOTAL PERIMETER	192 LF
EDGING TYPE	4" PLASTIC TIMBERS
FINISH GRADE	TOP OF CURB

- *ASTM: PREPARATION REQUIREMENTS:
 - MAXIMUM OF 1/4 GRADE CHANGE ACROSS CONTAINER
 - NO PRE-INSTALLED DRAIN TILE OUTSIDE OF 4 FEET OF PERIMETER
 - DRAIN TILE STUB TO BE PROVIDED IF DRAIN TILE IS REQUIRED
 - NO DRAINAGE AGGREGATE PRE-INSTALLED
 - NO FABRIC PRE-INSTALLED
 - MINIMUM CONTAINER SIZE NEEDED DENOTES THE INSIDE OF CURB DIMENSION



TOTAL ELEVATED PLAY COMPONENTS	6	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP		0	REQUIRED 3
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER		6	REQUIRED 2
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN		5	REQUIRED 2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS		4	REQUIRED 4



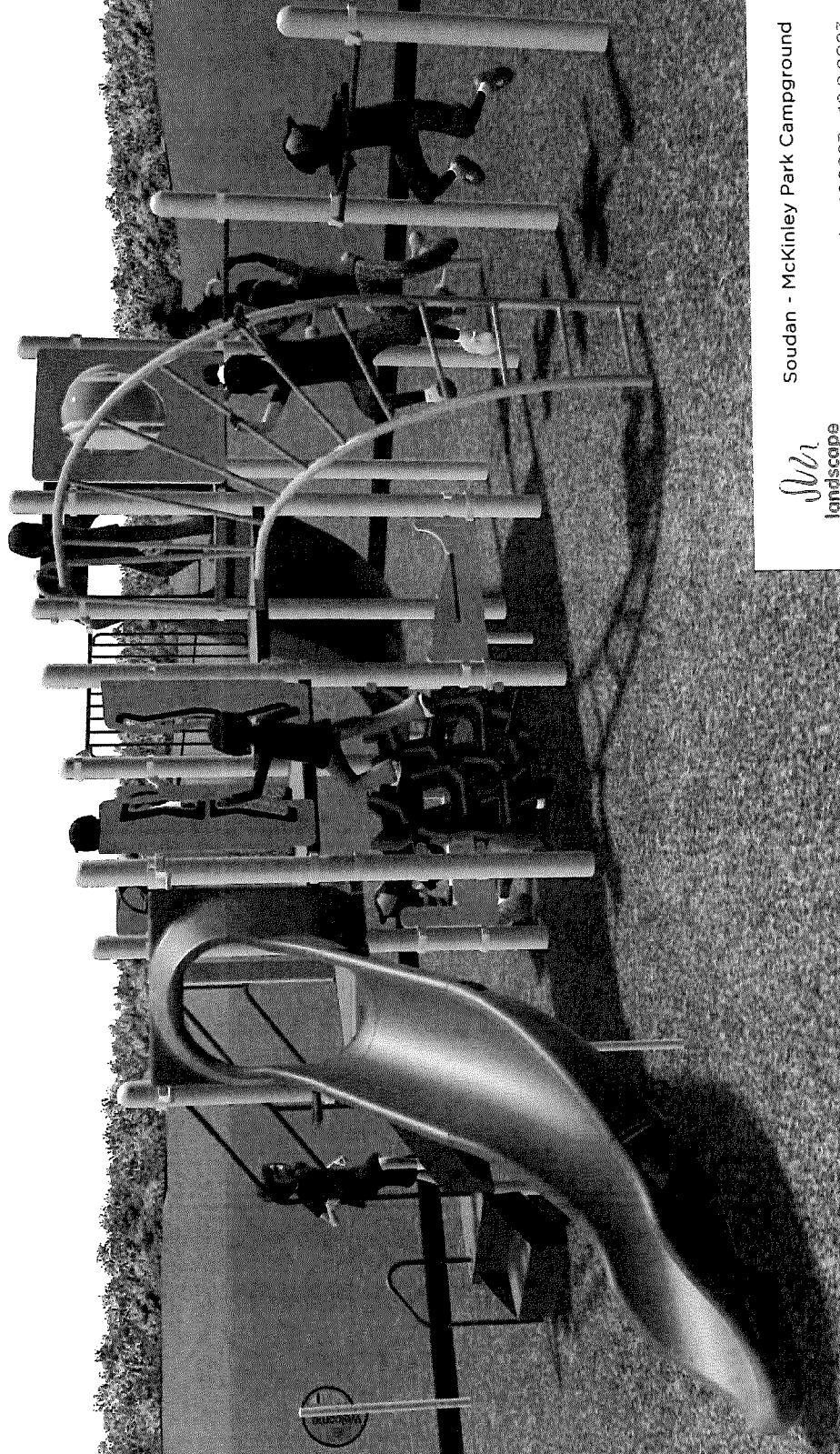
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AGREEMENT

By and Between

BREITUNG TOWNSHIP

and

INTERNATIONAL UNION OF

OPERATING ENGINEERS

LOCAL NO. 49 AFL-CIO

January 1, 2021

Through

December 31, 2023

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AGREEMENT
By and Between
TOWNSHIP OF BREITUNG
and
OPERATING ENGINEERS LOCAL NO.49, AFL-CIO

This Agreement is entered into between the Township of Breitung, hereinafter referred to as the Township or Employer, and the International Union of Operating Engineers, Local No.49, AFL-CIO, hereinafter referred to as the Union or exclusive representative.

ARTICLE 1
PURPOSE OF AGREEMENT

Section 1. This Agreement has as its purpose the promotion of harmonious relations between the Employer, its employees and the Union, the furtherance of efficient governmental services, establish procedures for the resolution of disputes concerning agreement interpretation and or application without interference or disruption of the efficient operation of the department, to specify the full and complete understanding of the parties, and place in written form the parties' agreement upon the terms and conditions of employment for the duration of this Agreement.

Section 2. Whenever any words are used in the Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and wherever any words are used in the plural they shall also be construed to include the singular.

ARTICLE 2
RECOGNITION

Section 1. The Township of Breitung recognizes the Union as the exclusive representative for all employees employed by the Township of Breitung, Minnesota, who are public employee's within the meaning of the Minnesota Statute §179A.03, excluding clerical, supervisory, part time and confidential employees.

Section 2. The Employer will notify the Union within 30 working days of all newly hired employees that meet the definition of Minn. State. 179A, subd. 14. The Employer's notification shall state employee name, job title, date of hire and hourly rate.

Section 3. In the event that a job classification is established by the Employer, which it proposed should be excluded from the Agreement, it is agreed that in the event of a controversy regarding said exclusion, the matter shall be submitted to the Bureau of Mediation for determination.

ARTICLE 3 CHECKOFF OF UNION DUES/FAIR SHARE

Section 1. Check-off of Union Dues. The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card, a sum certified by the Financial Secretary of Local 49, which are Union dues, such deductions to be made from the payroll period ending the first half of each month, and transmit to the Financial Secretary of Local 49 (address to be supplied by the Union) the total amount with any change of employees from whose pay deductions were made. An employee may terminate his /hers payroll deductions by written notice delivered to the Financial Secretary of Local 49, who shall forthwith transmit a copy of such termination to the Town Clerk. All Employees who have completed thirty (30) calendar days of employment shall become members of the Union and shall maintain their membership in good standing. "In good standing," for the purpose of this Agreement, is defined as to mean the payment of a standard initiation fee and standard regular monthly and/or administrative dues uniformly required as a condition of acquiring or retaining membership in the Union.

Working dues contributions of (0) percent of the gross wages excluding fringes shall be made with each reporting form sent in, the dues are an employee contribution from his/her wage.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. 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; to establish and modify the organizational structure; to select, direct and establish work schedules; and to perform any inherent managerial functions not specifically established or modified by this Agreement.

ARTICLE 5 EMPLOYER SECURITY

Section 1. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will during the life of this Agreement engage in, encourage,

sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the absence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 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 this Agreement.

Section 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.

Section 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 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 in 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 approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 4. Procedure. Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedures:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fourteen (14) working days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representatives will discuss and give an answer to such Step I grievance within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to 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, and 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 Step 2 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 Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. Upon mutual agreement between the parties a grievance unresolved in Step Two and appealed to Step Three shall be submitted to the Bureau of Mediation Services for mediation. A grievance not resolved in Step Three may be appealed to Step Four within ten (10) calendar days following the employer's final answer to Step Three grievance mediation. In the event the parties are unable to agree to grievance mediation the grievance may be appealed to Step Four within ten (10) calendar days of the employer's answer in Step Two.

Step 4. A grievance unresolved in Step 2 or Step 3, whichever is appropriate shall be submitted to arbitration subject to the following procedure: The matter may be referred by either party within fourteen (14) days to Arbitration. The Employer and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance.

If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services.

The Union and the Employer will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Union and the Employer are unable to agree on an arbitrator, they may request, from the Director of the Bureau of Mediation Services, a list of qualified arbitrators. The parties will alternately strike names from the list of arbitrators until only one (1) name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on who will strike the first name the question will be decided by the flip of a coin.

Section 5. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the Willis 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.

The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

The fees and expenses of 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.

Section 6. 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 in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE 7 DISCIPLINE

Section 1. The Employer will discipline for cause only. Discipline will be in one or more of the following forms:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

Section 2. Notices of suspension and/or discharge will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. The Union shall be provided with a copy of each such notice.

Section 3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.

Written reprimands will be purged from the employee's personnel file and be of no effect one (1) year after the date of which the employee acknowledged the reprimand.

Section 4. Discharges will be preceded by a five (5) calendar day suspension without pay.

Section 5. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 6. Grievances relating to discharge or suspension without pay may be initiated by the Union in Step 3 of the grievance procedure.

Section 7. Severe Infractions. The following conduct or action on the part of an employee constitutes a severe infraction and the basis for immediate termination, if deemed appropriate by the town board. The following is not an exhaustive or comprehensive list but is set out below merely for example:

Theft, as defined by state law.

Dismissal. The Town Board may dismiss any employee, but if the employee has completed his/her probationary period, a dismissal shall be only upon a unanimous vote of the Town Board.

- A. DUI or refusal occurs while the employee is working for the Township or operating a Township vehicle or equipment, and /or.
- B. The conviction or refusal results in the loss of the driver's license required for the performance of the employee's duties.

Section 8. Drug Policy All Breitung Township employees shall follow the State, Federal & Breitung Township drug policies.

ARTICLE 8 JOB SAFETY AND CELL PHONE

Section 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.

Section 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 the rules promulgated to insure safety.

Section 3. Breitung Township employees will receive Two Hundred Dollars (\$200.00) a year for safety/clothing allowance with accompanying receipt. Allowances will not transfer from year to year – use it or lose it. Breitung Township will pay for safety item(s) required by law.

Section 4. The employer shall cover the expense of a basic cell phone plan as well as any increases to the basic plan which consists of a fifty (\$50.00) per month rate presently for the duration of this Agreement.

ARTICLE 9 SENIORITY AND PROBATION

Section 1. Definition. Seniority shall mean an employee's length of service with the Employer since his last date of hire. An employee's continuous service record shall be broken only by separation from service by reasons of resignation, discharge for cause, retirement, death or a layoff which exceeds one (1) year in duration. When two or more employees have the same seniority date, their positions on the seniority list shall be determined by lot.

Section 2. Layoffs. When a reduction in the work force becomes necessary, the employee with the least seniority shall be the first laid off provided the remaining employees are qualified to perform the work available. The last employee laid off shall be the first to be recalled for work provided he/she is qualified to perform the available work.

Any employee recalled to work and accepting same shall be given five (5) calendar days' advance notice in which to report for work. Registered mail will be used only in cases where the individual declines a telephone notification or cannot be reached by phone or other means.

When the employee receives notice of recall he must notify the Township within a twenty-four (24) hour period following the receipt of such notice of his intention of accepting or rejecting recall or be terminated.

If an employee fails to report within five (5) days after the notice or attempt of notice, without giving a satisfactory explanation acceptable to the Township for not reporting he/she will be considered as having voluntarily quit. Employees shall notify the Township of their proper telephone number and post office address or change of address. The Township shall be entitled to rely upon the address shown upon its records.

Section 3. Probationary Employees. Employees shall be probationary employees for the first sixty (60) calendar days of their employment and during such period may be discharged by the Employer without constituting a breach of this contract or causing a grievance there under. The probationary period may be extended by up to ninety (90) days upon signed written mutual approval by the Employer and the Union.

Section 4. All benefits provided herein shall be provided no later than sixty (60) days after the first day of compensable employment.

ARTICLE 10 TEMPORARY/SEASONAL EMPLOYEES

Temporary or Seasonal employees shall be defined pursuant to Minnesota Statute 179A.03, Subd. 14, Sec. F, as employees whose positions are basically temporary or seasonal in character and are employed; (1) for not more than 67 working days in any calendar year; or (2) for not more than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in a non-profit or public educational institution prior to being hired by the Employer, and have indicated, whether in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment.

- A. Temporary/Seasonal maintenance employees required to work in excess of the time limits specified above shall be classified as temporary General Maintenance. The Union will obtain written authorization from the Employer for the deduction of wages for union dues established by the Union.
- B. The rate of pay for temporary/seasonal employees shall not exceed the 80% minimum rate for the classification of General Maintenance in the agreement, and they shall receive no additional benefits of the Agreement.
- C. Temporary/Seasonal employees shall not operate heavy equipment unless specifically assigned by a supervisor to perform duties of a short duration (under 1 hour) when regular employees are unavailable.
- D. In no instance may a temporary/seasonal appointment exceed 1040 hours in one calendar year.
- E. All time worked in a temporary/seasonal capacity shall be recorded and applied to satisfy pay progression and benefits in the event the affected temporary/seasonal employee becomes a permanent employee.

ARTICLE 11 HEALTH AND WELFARE INSURANCE

Section 1. Health and Welfare. Employees are eligible for coverage from the Operating Engineers Local No. 49 Health and Welfare Fund ("Health and Welfare Fund"). The terms of the Trust agreement establishing the Health and Welfare Fund is hereby incorporated as a part hereof. The Employer agrees to make monthly contributions to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions.

Breitung Township will make a combined contribution per month toward employee health and medical insurance coverage and also to the Union's Health Reimbursement Account (HRA) as provided in this paragraph. Breitung Township will contribute to each employee participating in the Union-designated health and medical insurance plan (the Local 49 Health and Welfare Fund) and HRA a combined amount per month, up to but not to exceed \$1,700 for 2021, \$1,700 for 2022 and \$1,750 for 2023. The Employer contribution to the HRA as provided herein shall be the difference between the maximum combined Employer contribution stated above in this paragraph and the Employer contribution to the cost of the insurance premium for health and medical insurance coverage for those employees participating in the Union-designated plan.

Section 2. Health Reimbursement Arrangement. H.R.A. contributions shall be based on years of employment commencing on the completion of the sixty calendar day probationary period based on the following schedule.

Year 1 - One hundred dollars per month. **Year 2** - Two hundred dollars per month.

Year 3 - Three hundred dollars per month. **Year 4** - Four hundred dollars per month.

Year 5 - Year five (5) the HRA contribution will be the difference as set forth in Section of this article.

Section 3. In the event that the cost of the health and welfare becomes a burden to the Township opening of this agreement shall be considered upon agreement by both parties signatory to this agreement, Breitung Township and the Union for considerations of revision.

ARTICLE 12 DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to persons with disabilities, race, color, creed, sex, national origin, religion or political affiliation.

This contract shall comply with the Americans with Disabilities Act. During the process to identify a reasonable accommodation, the employee has the right to have union representation, if he/she so chooses. The Union and the employees covered by this Agreement shall share equally with the Employer the responsibilities established by this Article.

Section 2. The Union recognizes its responsibility as the exclusive representative and bargaining agent and agrees to represent all employees in the Township except those excluded by law, without interference, discrimination restraint or coercion.

Section 3. The Employer shall not discriminate against, interfere with, restrain, or coerce an employee from exercising the right to join or not to join the Union or participate in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement. The Union shall not discriminate against, interfere with, restrain, or coerce an employee from exercising the right to join or not to join the Union and will not discriminate against any employee in the administration of the Agreement because of non-membership in the Union.

ARTICLE 13 HOURS OF EMPLOYMENT

Section 1/ Work day. The work day will be determined by the job at hand and based on the need to complete.

Section 2/ Work Week. The work week shall consist of forty (40) hours in consecutive days.

Section 3/Sundays. All work performed between 12:01 a.m. Sunday and 12:00 p.m. Sunday, shall be considered Sunday hours and will be compensated at one and a half (1 ½) times the regular rate.

Section 4/Overtime. Hours worked in excess of eight hours per day or forty hours per week shall be compensated at one and one half (1 ½) times the straight time rate to be taken either in wages or compensatory time off at the employee's discretion.

ARTICLE 14 REPARABILITY AND SAVINGS CLAUSE

Section 1. This Agreement is subject to the laws of the United States and the State of Minnesota.

Section 2. If any Article or Section of the Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

ARTICLE 15 WAGES

<u>CLASSIFICATIONS</u>	1-1-21	1-1-22	1-1-23
I Maintenance Supervisor-operator			
Maintenance Worker	\$24.18	\$24.98	\$25.78

II New Hires on Probation:

- a. Starting wage for the first six months equals 80% of journeyman rate.
- b. Wages for the second six month period equals 90% of journeyman.
- c. Upon completion of the ninety percent period of six months the rate of wage shall increase to 100% of journeyman scale.

Probation shall consist of up to sixty calendar days, not to exceed sixty calendar days. Insurance H.R.A. and pension shall commence on completion of the sixty day probationary period.

III Longevity. The full-time employee(s) of the Maintenance Department shall earn longevity as follows. This amount is not to be considered as part of the regular monthly wage.

Years:

5 - 9	2% increase
10 - 14	2.5% increase
15+	3% increase

ARTICLE 16
PENSION

Supplemental Pension Plan - Central Pension Fund

Section 1. Supplemental Pension Plan. Minnesota State Law allows public employees to participate in employer paid pensions (M.S. §356.24, Subd. 1(9 and 10)). The Central Pension Fund Plan of Benefits and the Trust Agreement govern the plan.

It is understood the amount contributed to this pension is a pre-tax employer contribution. The amount paid shall be funded one hundred percent by the employer.

All employees considered full time in the maintenance department who have completed their sixty (60) calendar day probationary period shall receive contributions per hour for all straight time hours, (retro-active to date of hire) not to exceed five thousand dollars (\$5000.00) in any one year.

Year 1	\$0.50 per hour	Year 3	\$1.50 per hour
Year 2	\$1.00 per hour	Year 4	\$2.00 per hour
		Year 5	\$2.40 per hour

ARTICLE 17
HOLIDAYS

All regular full-time employees of the Maintenance Department shall receive the following paid holidays:

New Year's Day	Memorial Day	Thanksgiving Day	Christmas Day
President's Day	Fourth of July	Veteran's Day	Personal Day
Good Friday	Labor Day	Christmas Eve Half Day	

Holidays will be compensated by an extra paid day off, or on approval of the Employer, payment will be given to the Maintenance Supervisor.
If work is required on a holiday, employee will be paid time and a half plus one day off.

ARTICLE 18
SICK LEAVE AND FUNERAL LEAVE

Section 1. All regular full time employees of the Maintenance Department shall earn sick leave at the rate of one (1) day per month of service, accumulative to 120 working days.

After three (3) consecutive days' absence from work due to illness or accident, the Employer shall have the right to insist on a doctor's certificate confirming the employee's inability to do work. If such certificate is not furnished when demanded the Employer shall have the right to refuse any sick leave allowance.

The employer will pay for all physical examinations required by the Employer or by any State rules or regulations.

No sick leave credit will be accrued while an employee is, away from work due to leave of absence, sickness or disability, nor will sick leave pay be allowed during leave of absence or during layoff, except as described below:

Sick leave pay credit shall cease on the day preceding the day on which the employee retires. If an employee becomes ill or injured while on vacation, the scheduled vacation time is counted as vacation; and, if the disability continues beyond the scheduled time of the vacation, sick leave pay (any remaining sick leave credit) will begin on the first consecutive scheduled working day after the end of the scheduled vacation.

Any sick leave credits remaining to retiring employee will be paid on retirement date.

Section 2. Three (3) days absence without loss of pay shall be allowed by an employee in each case of death in the immediate family. Immediate family shall be defined as spouse, children, step relatives, parents, sisters, brothers, grandparents or grandchildren of either the employee or his/her spouse. We ask that a copy of the funeral notice be given upon your return to work for our records.

ARTICLE 19 VACATION

All regular full time employees of the Maintenance Department shall earn annual vacation at their regular weekly rate of pay as follows:

<u>Weeks of paid Vacation</u>	<u>Years of Service Upon completion of</u>
1 week	1 year
2 weeks	2 years
3 weeks	5 years
4 weeks	10 years

Upon termination of employment for any cause, the employee shall be paid for any accumulated vacation credit, including pro rata, payment for a period less than one year, providing he gives two weeks written notice. Vacation time may not accumulate from one calendar year to another unless arrangements are mutually agreed upon by the Employee and Employer.

ARTICLE 20
DURATION

This Agreement shall be effective January 1, 2021, and shall continue in full force and effect through Dec. 31, 2023. This Agreement shall automatically renew itself thereafter until and unless either party, at least one hundred fifty (150) days prior termination of this contract, notifies the other party in writing of its desire to terminate or modify the Agreement. If the notice given is one expressing an election to terminate the Agreement, it shall then expire on the first day of Jan. 1, 2024. If the notice is one of modification, the parties shall then begin negotiations of the proposed modification as soon as possible after such notice has been given. During the period of negotiations on the modifications, the terms and conditions of the Agreement not certified at impasse shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21st day of October, 2020

BREITUNG TOWNSHIP

By Timothy S. Tamm
Chairman

By C. J. Kautz

By Dr. A. D. ...

By Shannon Lunsford, Clerk

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 49 AFL-CIO

By Jason George
Jason George, Business Manager and
Financial Secretary

By Daniel Manick
Daniel Manick, Area Business Rep.

September 18, 2020

Breitung Township memo to Agreement with IUOE local 49

Breitung Township is considering establishing a full time Maintenance Assistant position as discussed at our meeting on September 9, 2020. In the effort to help justify the economics of hiring and additional full time employee in the Public Works Maintenance Department the following items are noted to be included in a Letter of Agreement in connection with the existing and future contract with the International Union of Operating Engineers:

1. Article 8, Section 4: The employer shall cover the expenses of a basic cell phone plan as well as any increases to the basic plan which consists of a Fifty (\$50.00) per month rate presently for the Maintenance Supervisor position only for the duration of this Agreement.

2. Article 15, Wages:

Section I. The Maintenance Assistant (Full Time) shall be classified as being currently paid a journeyman rate of \$18.50 per hour. Following are the rates established to coincide with the timing of the Maintenance Supervisor position:

	1-1-21	1-1-22	1-1-23
Maintenance Assistant (Full Time)	\$19.00	\$19.80	\$20.50

Section II. No changes

Section III: Longevity. The Maintenance Supervisor of the Public Works Maintenance Department shall earn longevity as follows. This amount is not to be considered as part of the regular wage.

3. Article 16 Pension

Section 1. (No changes to first two paragraphs)

Third paragraph: The Maintenance Supervisor of the Public Works Maintenance Department who has completed their sixty (60) calendar day probationary period shall receive contributions per hour for all straight time hours, (retro-active to date of hire at the Maintenance Supervisor position only) not to exceed five thousand dollars (\$5,000) in any one year. Thus if a current employee is hired or promoted to the Maintenance Supervisor position, the contributions for all straight time hours is based on the date of hire into the Maintenance Supervisor position—not the employees date of hire.

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49, 49A, 49B, 49C, 49D, 49E, 49L
MINNESOTA • NORTH DAKOTA • SOUTH DAKOTA

CLAYTON J. JOHNSON, President
RYAN P. DAVIES, Vice President
STEVE R. PIPER, Recording-Corresponding Secretary
MARVIN J. HOSE, Treasurer



JASON A. GEORGE
Business Manager/Financial Secretary

2829 Anthony Lane South, Minneapolis, MN 55418-3285
Phone (612) 788-9441 • Toll Free (866) 788-9441 • Fax (612) 788-1936

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Breitung Township, hereafter ("Township") and Local 49 of the International Union of Operating Engineers hereafter ("Union").

WHEREAS, the Township and the Union are parties to a collective bargaining agreement in effect January 1, 2021 until December 31, 2023; and

WHEREAS, the State of Minnesota designates state holidays under Minn. Stat. 645.44, Subd. 5 and after being duly passed in both the House and the Senate, the Governor signed into law a bill amending Minnesota Statute 645.44, subdivision 5, recognizing Juneteenth as a State Holiday; and

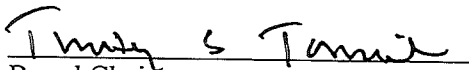
WHEREAS, pursuant to Minn. Stat. 645.44, Subd. 5, no public business shall be transacted on Juneteenth; and

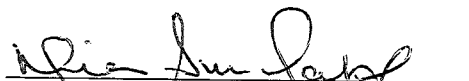
WHEREAS, the bill went into effect upon the Governor's signing, before June 19, 2023, and the Township wishes to provide Juneteenth as a paid holiday to all full time Township employees effective immediately in 2023.

NOW THEREFORE, the parties agree as follows:

1. Juneteenth will be added to the list of paid Holidays found in Article 17 and all holiday language in the Collective Bargaining Agreement (CBA) will pertain as they normally would for holidays currently recognized in the CBA.
2. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.


FOR BREITUNG TOWNSHIP


Board Chair


Town Clerk

**FOR LOCAL 49 INTERNATIONAL UNION
OF OPERATING ENGINEERS**


Tom Gorsma, Steward


Daniel Manick, Area Bus. Rep.

