

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

Township of Breitung Special Board Meeting 11/16/23 @ 2:00pm
Breitung Community Center, 33 1st Avenue, Soudan, MN 55782

- Call the meeting to order
- Acceptance of Agenda

New Business

- Labor Negotiations between Breitung Township and Local Union 49

Old Business

- Gravel in Soudan Pit

Next Regular Meeting Date-November 30th, 2023 @ 12N, Breitung Community Center

Adjourn

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
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Proposal for Changes
To
Breitung Township
From
**International Union of Operating Engineers,
Local # 49**

October 10th, 2023

- 1). **Cover:** [Strike AFL-CIO and change dates to reflect a three year agreement January 1 2024 - December 31, 2026](#)
- 2). **Index:** [Strike fair share.](#)
- 3). **Agreement:** [Page 3 Strike AFL-CIO](#)
- 4). **ARTICLE 3. CHECK OFF OF UNION DUES/FAIR-SHARE.**
ADD:
Effective January 1st, 2025, the Employer will, upon written authorization from the individual employee, deduct from the employee the working dues assessment. These dues will be deducted at five cents (\$0.05) per hour, not to exceed forty (40) hours per week. Effective January 1st, 2026, an additional five cents (\$0.05) will be deducted for a total dues assessment of ten cents (\$0.10) per hour.

All money collected by the Employer, as provided herein, shall be remitted, along with the reporting form which states the Employee's name, last four digits of social security number, hours worked, and amount of working dues owed, to the Union's office located at 2829 Anthony Lane South, Minneapolis, MN 55418, not later than the fifteenth (15th) day of the month following the month in which deductions were made.
- 5). **ARTICLE 8. JOB SAFETY AND CELL PHONE.**

Section 3. Increase safety/clothing to \$300.00.

6). ARTICLE 8. JOB SAFETY AND CELL PHONE.

Section 4. Incorporate language from MOU. Cell phone stipend is for the Maintenance Supervisor position only.

7). ARTICLE 11. HEALTH AND WELFARE INSURANCE

Section 1. Change insurance to be "paid in full".

8). ARTICLE 11. HEALTH AND WELFARE INSURANCE

Section 2 HRA. Change year 5 to \$500.00 per month.

9). ARTICLE 15. WAGES. \$2.00 per hour, each of 3 years. Add Maintenance Assistant position and wage schedule to this article.

10). ARTICLE 16. PENSION

Section 1. Add language for employee contribution. Employees will contribute \$1.00 per hour effective January 1, 2024. Employees will have the right to make changes to the plan once a year. Change language to, not to exceed \$10,000 per updated state statute.

11). ARTICLE 17. HOLIDAYS. Add Juneteenth. Change Christmas Eve to full day.

ARTICLE 18. SICK LEAVE AND FUNERAL LEAVE. Discussion on new Earned Safe and Sick Time law.

13). ARTICLE 20 DURATION. Change the dates to reflect 3 year contract.

14). MOU'S: Incorporate language from all MOU's to appropriate article.

- **Local 49 reserves the right to change, alter, add or modify its proposal at any time during the course of negotiations.**

AGREEMENT

By and Between

BREITUNG TOWNSHIP

and

INTERNATIONAL UNION OF

OPERATING ENGINEERS

LOCAL NO. 49 AFL-CIO

January 1, 2021

Through

December 31, 2023

INDEX

ARTICLE	TITLE	PAGE
	COVER	1
	INDEX	2
1.	PURPOSE OF AGREEMENT	3
2.	RECOGNITION	3
3.	CHECKOFF OF UNION DUES/FAIR SHARE	4
4.	MANAGEMENT RIGHTS	4
5.	EMPLOYER SECURITY	4
6.	GRIEVANCE PROCEDURE	5,6&7
7.	DISCIPLINE	7
8.	JOB SAFETY AND CELL PHONE	8
9.	SENIORITY AND PROBATION	9
10.	TEMPORARY/SEASONAL EMPLOYEES	10
11.	HEALTH AND WELFARE	11
12.	DISCRIMINATION	11
13.	HOURS OF EMPLOYMENT	12
14.	REPARABILITY AND SAVINGS CLAUSE	12
15.	WAGES	13
16.	PENSION	14
17.	HOLIDAYS	14
18.	SICK LEAVE AND FUNERAL LEAVE	14
19.	VACATION	15
20.	DURATION	16

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 ~~the~~ 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</u> <u>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. Carr

By Shirley S. Sussfeld, 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. DAVES, Vice President
STEVE R. PIPER, Recording-Corresponding Secretary
MARTIN 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

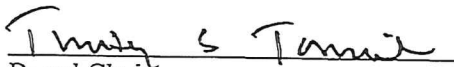
WHEREAS, pursuant to Minn. Stat. 645.44, Subd. 5, no public business shall be transacted on Juneteenth; and


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.

Breitung Township Material Summary

	Mesabi Proposal		Breitung Calculation
	Unit Price	Total	
Mckinley Park Trail			
6587 cu yds Sand from the Mckinley Trail Pit	\$2.00	\$13,174.00	\$13,174.00
60 cu yds Sand from the Breitung Pit	\$2.00	\$120.00	\$120.00
301 cu yds Sand from the Breitung Pit for Topsoil	\$2.00	\$602.00	\$602.00
110 cu yds Class 5 from the Breitung Pit (Replaced)			
Street Project			
1719 cu yds Sand from the Breitung Pit	\$2.00	\$3,438.00	\$3,438.00
2620 cu yds Excavation to the Breitung Pit	\$0.50	\$1,310.00	\$1,310.00
296 cu yds Class 5 from the Breitung Pit (Replaced)			
Tower to Soudan Trail			
1243 cu yds Class 5 from the Breitung Pit (Replaced)			
130 cu yds Excavation to the Breitung Pit	\$0.50	\$65.00	\$65.00
110 cu yds Sand from the Mckinley Trail Pit	\$2.00	\$220.00	\$220.00
7 cu yds Sand from the Breitung Pit	\$2.00	\$14.00	\$14.00
Tower Trailhead Parking Lot			
6057 cu yds Sand from the Breitung Pit	\$2.00	\$12,114.00	\$12,114.00
Replace Class 5 from Breitung Pile			
1649 cu yds X 1.4 = 2308 tons of Class 5		\$0.00	\$ 3,298.00 (1649yd @ \$2.00) used from our pile vs. yours
New Crushing			
5000 cu yds X 1.4 = 5000 tons of Class 5 @ \$3.85 per ton =			5000 cu yds X 1.4 = 7000 tons of Class 5 @ \$3.85 per ton =
MBI Royalty to Breitung Township(New Crushing)			
MBI to Crush 10000 cu yds (14000 tons) @ \$2.00 per cu yds			
Total		\$20,000.00	\$20,000.00
		\$24,107.00	\$27,405.00

At this time MBI owes Breitung Township \$31,057.00 for pit run material and tip fees from the Township Pits

MBI proposes to crush and replace 1649 cu yds (2308 tons) of Class 5 borrowed from the Township

MBI will also crush for the Township an additional 5000 cu yds (7000 tons) @ \$3.85 per ton for a cost of \$26,950.00

MBI will accept the entire cost (\$12,500.00) of the mobilization of the Crusher and would like to Crush 10000 cu yds (14000 tons) of Class 5 and store in the pit for future local projects. This will gain the Township an additional \$20,000.00 in Royalties.

Also we discussed adding the soil sterilant to the McKinley Park Trail as it was not included in the project specification for their segment. JPJ did not want to add it but I strongly recommended to the Township. This was 8959 sqyds at a normal bid price of \$1.00 per sqyd for \$8959.00 MBI sprayed soil sterilant prior to paving MBI agrees to do this at half price also as a good faith effort for all the cooperation with the Township. \$4479.50 Please call to discuss this item

\$ 4,479.50

Total

\$ 31,884.50