

LABOR AGREEMENT

BETWEEN

THE CITY OF CHASKA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL #210

January 1, 2015 through December 31, 2016

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ARTICLE I- PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Chaska hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

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

The EMPLOYER and the UNION, through this AGREEMENT, shall continue their dedication to the highest quality police service and protection to the residents of the City of Chaska. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE II - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minn. State. 179A.03, Subd. 8, for all personnel in the following job classifications:

Peace Officer

- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III - DEFINITIONS

- 3.1 UNION: LAW ENFORCEMENT LABOR SERVICES, INC., (Local #210)
- 3.2 UNION MEMBER: a member of LAW ENFORCEMENT LABOR SERVICES, INC., (Union Local #210).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Chaska Police Department.
- 3.5 EMPLOYER: The City of Chaska.
- 3.6 UNION OFFICER/STEWARDS: Officer elected or appointed by LAW ENFORCEMENT LABOR SERVICES, INC., (Local #210).

- 3.7 CHIEF: The Chief of the City of Chaska Police Department.
- 3.8 WORK WEEK: The workweek shall average forty (40) hours, making a normal work year of 2,080 hours.
- 3.9 SENIORITY: Length of continuous service with the employer.
- 3.10 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.11 LUNCH BREAK: A paid thirty (30) minute period during the scheduled hours/normal shift.
- 3.12 REST BREAK: Two paid fifteen (15) minute periods during the scheduled hours/normal shift.
- 3.13 PEACE OFFICER: Is any Peace Officer who is subject to MN Post licensure employed by the City of Chaska.

ARTICLE IV - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE V - EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the sole right to operate and manage all manpower, facilities and equipment in accordance with applicable laws and regulations of appropriate authorities.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE VI - UNION SECURITY

- 6.1 The EMPLOYER shall deduct from the wages of peace officers who authorize such a deduction in writing, an amount necessary to cover monthly UNION DUES. Such monies shall be remitted as directed by the UNION.
- 6.2 The UNION may designate peace officers (employees) from the bargaining unit to act as a steward and an alternate or co-steward and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate. The steward/or co-steward shall receive overtime, at time and a half, when attending contract negotiation meetings when off-duty, and when they will meet their overall scheduled hours for that week.

- 6.3 The EMPLOYER shall make space available on the employee bulletin board, use of internal Email and telephone, for posting union notices and announcements which are non-partisan, and anti-inflammatory communications.
- 6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE VII – PEACE OFFICER RIGHTS - GRIEVANCE PROCEDURE

7.1 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.

7.2 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 as provided by 6.2 of this AGREEMENT.

7.3 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 PEACE OFFICER and shall therefore, be accomplished during normal working hours only when consistent with such PEACE OFFICER duties and responsibilities. The aggrieved PEACE OFFICER 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 that the PEACE OFFICER and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the EMPLOYER.

7.4 PROCEDURE

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

Step 1. A PEACE OFFICER claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the PEACE OFFICER'S supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed 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 will 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 EMPLOYERS 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. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYERS answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 3a. If a grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days of mediation shall be considered waived.

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

7.5 ARBITRATORS AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and The UNION, and shall have no authority to make a decision on any issue not so submitted.
- B. The arbitrator will be without power to make decisions contrary to, or inconsistent with, or modifying, or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and will be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

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

7.6 WAIVER

If a grievance is not presented within the time limits set forth 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 EMPLOYERS 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 agreement of the EMPLOYER and the UNION in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of a peace officer who has completed the required probationary period, the grievance may be appealed to Step 4 of Article VII or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VII, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE VIII - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Chaska. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX - SENIORITY

- 9.1 Seniority will be determined by the peace officer's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be determined by the Chief on the basis of time in grade and time within specific classifications.
- 9.2 A reduction of work force will be accomplished on the basis of seniority. Peace officer's shall be recalled from layoff on the basis of seniority. A peace officer (employee) on layoff shall have an opportunity to return to work within two years of the time of his/her layoff before any new employee is hired.
- 9.3 Vacation periods shall be selected on the basis of seniority until March 15 of each calendar year. Requests of more senior employees must only be sought in the same assignment. Example of assignment is patrol division, investigations, administration, etc. that could affect the specific scheduling of that assignment. Senior peace officers (employees) have a ten (10) day time limit from the date of vacation request to respond back to the requesting peace officer. No response back after the ten (10) day time line automatically grants permission to a less senior peace officer.
- 9.4 Seniority shall prevail. Senior qualified peace officers shall have first preference on the job.

ARTICLE X - DISCIPLINE

- 10.1 The EMPLOYER will discipline PEACE OFFICERS for just cause only. Discipline will be in the form of:
- a. oral reprimand;
 - b. written reprimand;
 - c. suspension;
 - d. demotion; or
 - e. discharge.
- 10.2 Suspensions, demotions, and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of a peace officers personnel file shall be read and acknowledged by signature of the peace officer. Peace officers and the UNION will receive a copy of such reprimands and/or notices at the time of discipline.
- 10.4 Peace officers may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 Discharges will be preceded by a five (5) day suspension without pay.

- 10.6 A peace officer will not be questioned concerning an investigation of disciplinary action unless the peace officer has been given an opportunity to have a UNION representative present at such questioning, as defined in the Peace Officer Discipline Procedures Act- Minnesota State Statute 626.89.
- 10.7 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article VII.
- 10.8 A peace officer may request in writing to the Chief of Police to have a letter of reprimand removed from his or her personnel file after 24 months. The Chief of Police has the final decision if the letter of reprimand will be removed from the peace officer's personnel files.

ARTICLE XI - CONSTITUTIONAL PROTECTION

A peace officer shall have the right granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE XII - HOURS OF WORK

- 12.1 The normal work year is two thousand eighty (2,080) hours to be accounted for by each peace officer through:
- a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training, and
 - d) authorized leave time.
- 12.2 Holiday pay is to be calculated based on the peace officer's actual length of assigned shift. Authorized leave time is to be calculated based on the peace officer's actual length of assigned shift. A peace officer that works on a holiday shall receive the actual length of their assigned shift for the holiday hours worked.
- 12.3 Nothing contained in this Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign peace officers.
- 12.4 A peace officer shall be granted 30 minute paid lunch during his/her normal shift. The peace officer remains on continual duty. Break time allowance is part of the normal annual average workweek of forty hours. The Employer may require that the lunch be taken at the work site.

ARTICLE XIII - OVERTIME

- 13.1 Peace officers will be compensated at one and one-half time the peace officer's regular base pay rate for hours worked in excess of the peace officer's regularly scheduled shift. Changes of shifts do not qualify a peace officer for overtime under this Article.

- 13.2 Overtime hours worked shall be paid either in the form of salary during the pay period in which they are earned or as compensatory time off. Final determination of form of payment shall be the City's responsibility. Determination of salary or comp will be determined on a case by case basis. A maximum of eighty (80) hours of compensatory time may be carried over from year to year. Approval must be granted by the Chief of Police in advance of compensatory time off. A peace officer may cash out their compensatory time throughout the year. Any compensatory overage will automatically be paid out on the last pay date in December of each year.
- 13.3 Overtime will be distributed as equally as practicable.
- 13.4 Overtime refused by peace officers will for record purposes under Article 13.2 be considered as unpaid overtime worked.
- 13.5 For the purpose of computing overtime compensation, overtime hours worked will not be pyramided, compounded, or paid twice for the same hours worked.
- 13.6 Overtime will be calculated to the nearest fifteen (15) minutes.

ARTICLE XIV - COURT TIME

- 14.1 A peace officer who is required to appear in Court during his/her scheduled off duty time and/or day off, shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the peace officer's base pay rate or three (3) hours minimum compensatory time at one and one-half (1-1/2) times the peace officer's base pay rate at the peace officer's discretion. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the peace officer for the three (3) hour minimum.
- 14.2 A peace officer who is scheduled for Court during his/her off duty time and not cancelled prior to 5:30 PM the business day prior, shall receive two (2) hours of pay at the peace officer's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the peace officer for the two (2) hour minimum.
- 14.3 A peace officer formerly employed by the Chaska Police Department shall be paid their last earned hourly wage for any Court time performed.

ARTICLE XV - CALL BACK TIME

A peace officer who is called to duty during his/her scheduled off-duty time, shall receive a minimum of two (2) hours pay at one and one-half times the peace officer's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the peace officer for the two (2) hour minimum.

ARTICLE XVI – VACATION/PAID PERSONAL LEAVE (PPL)

16.1 Vacation is earned and granted according to the following schedule:

Years of Service	Hours earned per month
Start 0 through 5 years	6.67 hours (80 hours annual)
6 through 10 years	10 hours (120 hours annual)
11 years	12 hours (144 hours annual)
12 years	12.67 hours (152 hours annual)
13 years	13.33 hours (160 hours annual)
14 years	14 hours (168 hours annual)
15 years	14.67 hours (176 hours annual)
20 years	16.67 hours (200 hours annual)

16.2 A peace officer may not accumulate vacation leave in an amount greater than one and one-half (1-1/2) times the amount which the peace officer earns in one year, without the employer's written approval.

16.3 All existing peace officers are eligible to choose to be on the Paid Personal Leave (PPL) plan on an annual basis. Once this decision has been made, the peace officer may not choose to go back on the vacation/sick time program. A peace officer will not be forced to go to PPL plan unless the peace officer has been hired after January 1, 2010.

16.4 PPL is earned and granted according to the following schedule

Years of Service	Annual Accrued Personal Leave/ Hours Per Month
Start through completion of year 5	18 days (144 hours) 12 hours
Year 6 through completion of year 10	22 days (176 hours) 14.66 hours
Year 11	23 days (184 hours) 15.33 hours
Year 12	24 days (192 hours) 16 hours
Year 13	25 days (200 hours) 16.66 hours
Year 14	26 days (208 hours) 17.33 hours
Year 15	27 days (216 hours) 18 hours
Year 16	28 days (224 hours) 18.66 hours
Year 17	29 days (232 hours) 19.33 hours
Year 18	30 days (240 hours) 20 hours
Year 19 or more	31 days (248 hours) 20.66 hours

- 16.5 Peace officers choosing to convert over to the Personal Leave Plan shall have their existing banked vacation leave converted to personal leave on a 1:1 basis, and will be able to keep their sick leave bank available for future use, as defined by the Personal Leave Plan and Salary Continuation Plan. Peace officers at no time may accumulate personal leave to exceed two times the annual rate at which the Peace Officer earns personal leave.
- 16.6 Personal Leave Plan and vacation periods shall be selected on the basis of seniority until March 15, of each calendar year as stated in Article 9.3.
- 16.7 PPL time may be used in 15 minute increments.
- 16.8 Peace officers under the PPL and/or vacation plan shall receive four floating holidays and observe the same holidays as stated in Article 18.1.
- 16.9 A peace officer shall receive three (3) days to attend funerals of members of the peace officer's immediate family defined as: spouse, children, step children, mother, father, brother, step brother, sister, step sister, grand children, grandparent, and step-grandparents of either the peace officer or peace officer's spouse. Up to two (2) days shall be granted for the death of great-grandparents, aunt, uncle, nieces, and nephews or if the peace officer is asked to perform the service of pallbearer. Funeral Leave is a separate bank and is not removed from a peace officer's PPL plan, sick leave, compensatory time, or floating holiday time. Funeral leave is per occurrence. Any additional time or other funerals is to be taken off from PPL, compensatory time, floating holiday time, or without pay.
- 16.10 For the purpose of PPL the definition of good standing means that the peace officer must give a minimum two-week (10 working days) notice unless a mutual agreement has been made between the peace officer and Employer to end employment earlier or the peace officer ends employment due to an injury/disability.
- 16.11 A peace officer under the PPL plan requesting leave under FMLA may use up to fifteen (15) days of accrued sick leave in accordance with Article 24. This is supplemental to the benefits in the Personal Leave Plan and Salary Continuation Plan.
- 16.12 All peace officers under the PPL plan will be governed by the *City of Chaska Personal Leave Plan and Salary Continuation Plan* (See Addendum A – Personal Leave Plan and Salary Continuation Plan) unless stated in this Labor Agreement. All peace officers continuing under the vacation/sick time program will continue to be governed by the language of this Labor Agreement in Article XVI, Article XVII, Article XIX, and Article XXIV unless stated.

16.13 Personal Leave Cash-Out: A peace officer may designate up to thirty-two (32) PPL hours annually toward their paycheck or 457 Deferred Compensation Account consistent with IRS guidelines. This will be paid out at the peace officer's current hourly rate as taxable income. Annually, a peace officer may designate forty (40) PPL hours to fund their 457 Deferred Compensation Account, Health Savings Account (HSA), or their paycheck, consistent with IRS guidelines provided the peace officer has utilized forty (40) PPL hours prior to November 1. A minimum of eight (8) hours, of the forty (40) PPL hours, must be designated to fund the peace officer's HSA account.

ARTICLE XVII - SICK LEAVE

17.1 A peace officer shall accumulate one day sick leave per month.

17.2 Sick leave usage shall be subject to approval and verification by the Chief, who may require the peace officer to furnish a report from a recognized medical authority attesting to the necessity of the leave.

ARTICLE XVIII - HOLIDAYS

18.1 The following are the observed holidays: January 1 (New Year's Day), one floating holiday in recognition of Martin Luther King's Birthday, third Monday of February (Lincoln's and Washington's Birthday), last Monday in May (Memorial Day), July 4th (Independence Day), first Monday in September (Labor Day), November 11 (Veteran's Day), 4th Thursday in November (Thanksgiving Day), Christmas Day, and three floating holidays. A peace officer may carry-over 16 hours of floating holiday time from year to year.

18.2 A peace officer on a fixed Monday to Friday schedule, if any of the aforementioned holidays falls on a Sunday, then Monday is the official holiday, and if any falls on a Saturday, then Friday will be the official holiday.

18.3 A peace officer shall be paid or given equal time off when it is necessary to schedule a peace officer to work on one of the official holidays. The pay or time off shall be at the discretion of the Chief or the City Administrator. Should the Administrator or Chief choose to pay the peace officer, the peace officer whose scheduled or overtime shift begins or ends on the official holiday shall be compensated at the rate of double time for all hours worked on the actual holiday, and shall receive the actual length of their normally assigned work shift for holiday pay hours (not worked) at straight time. Example 1: If a peace officer works 6 AM to 4 PM on an official holiday he/she shall receive 10 hours at double time and 10 hours holiday pay (not worked) at straight time. Example 2: If a peace officer works seven (7) hours on the official holiday he/she shall receive seven (7) hours at double time and 10 hours at straight time holiday pay (not worked). The holiday worked pay hours shall go toward the peace officers 2080 hours, and cannot be accrued as compensatory time.

- 18.4 A peace officer not working a shift or assignment that he/she normally would have been scheduled for (deviating from their normal work rotation/schedule), due to an official holiday, shall be paid (8) hours at straight time, and shall receive an additional two (2) hours at straight time, which shall be applied to their 2080 hours. The peace officer shall not be required to take vacation, PPL, or compensatory time to equal the number of hours short for their normal shift or assignment. This section shall apply to peace officers regardless of their assignment.
- 18.5 A peace officer on sick leave before or after a holiday may be required to have a certificate stating the nature of illness before holiday pay will be granted; however, a peace officer may use a vacation day, PPL, or compensatory time and still receive holiday pay.
- 18.6 A peace officer not scheduled to work on a holiday will receive holiday pay based on an eight (8) hour day.
- 18.7 A peace officer that works anytime on Christmas Eve or New Year's Eve shall receive four hours of vacation/PPL time toward their vacation/PPL bank. A peace officer on a fixed Monday to Friday schedule that leaves at early close time shall not receive this additional benefit, but will not be charged vacation, PPL, or compensatory time for the time period that City Hall is closed. A peace officer on a fixed Monday to Friday schedule that works their normal shift on the observed day shall receive four hours of vacation/PPL time toward their vacation/PPL bank. A peace officer who is on a regular or scheduled day off is not eligible for this benefit.

ARTICLE XIX - FUNERAL LEAVE

A peace officer shall receive three (3) days to attend funerals of members of the peace officer's immediate family defined as: spouse, children, step children, mother, father, brother, step brother, sister, step sister, grand children, grandparent, and step-grandparents of either the peace officer or peace officer's spouse. Up to two (2) days shall be granted for the death of great-grandparents, aunt, uncle, nieces, and nephews or if the peace officer is asked to perform the service of pallbearer. Funeral leave is per occurrence. Funeral leave is a separate bank and is not removed from the peace officer's sick leave, vacation time, compensatory time, or floating holiday time. Any additional time or other funerals is to be taken off from vacation time, compensatory time, floating holiday time, or without pay.

ARTICLE XX - SEVERANCE PAY

- 20.1 For peace officers hired prior to January 1, 1986 the EMPLOYER shall pay one-third (1/3) of the accumulated sick leave (up to a maximum of 30 days) upon severance of employment with the City after five (5) years of continuous employment. For all peace officers the City will pay 100% of the accumulated unused vacation or PPL time. However, a peace officer who voluntarily terminates his employment must notify the City at least two weeks ahead of termination date or the peace officer will forfeit the above severance pay. No severance pay will be given any peace officer who is discharged from his position because of disciplinary reasons by the EMPLOYER.

- 20.2 Peace officers eligible for severance pay may elect in lieu of severance pay as provided in Article 20.1, to have the employer use 1/3 of the accumulated sick leave (up to a maximum of 30 days) for the retiree's group insurance premium, as long as funds are available, up to the retiree's 65th birthday.
- 20.3 Prior to last day of service, a peace officer in good standing will receive a letter from the Department stating that he/she left employment in good standing and stated length of service to the City with such letter signed by the Chief.

ARTICLE XXI - JURY DUTY

In the event a peace officer is called for jury duty, he/she will receive full salary while on jury duty if his/her jury duty fee less expenses is turned over to the City Treasurer.

ARTICLE XXII – TRAINING

- 22.1 TRAINING: Is defined as continuing education for Peace Officers, which is necessary to promote and ensure professional competence.
- 22.2 For mandatory departmental meetings and training, peace officers who are called in off-duty will be paid at time and one half, for a minimum of one hour. Peace officers that are on a regular scheduled day off do not receive a paid meal break for attending a mandatory training or meeting. Mandatory training is annual mandated specific training by the Minnesota Post Board or training determined to be mandatory that is assigned by the Chief of Police, a Chaska Police Supervisor, or a Department Training Instructor.
- 22.3 NON-MANDATORY: A peace officer who attends training while off-duty that is not mandatory, but satisfies POST requirements or enhances or benefits job performance as defined by the Chief of Police, shall be compensated at straight time up to FLSA limits. Peace Officers that are on a regular scheduled day off do not receive a paid meal break for attending training.
- 22.4 A peace officer shall be compensated two (2) hours of additional pay for each shift or partial shift the peace officer is assigned to work as a Field Training Officer with a trainee, which includes initial training such as Firearms, Taser, and Use of Force with a trainee.
- 22.5 SCHEDULED SHIFT REPLACEMENT: A peace officer who attends a training that replaces their regularly scheduled normal shift, shall be compensated as stated in article XII (HOURS OF WORK-normal shift) and receive a paid meal break, but shall not receive a meal reimbursement.

22.6 MEALS

Meals will be reimbursed at a set cost of no more than \$40 per day of training. A peace officer is not reimbursed the difference for going over or under the set cost. Alcohol is not eligible for reimbursement. This applies to training where the peace officer is staying in a hotel overnight. Upon returning from training reimbursement must be submitted within 10 business days, unless otherwise approved by the Chief of Police.

One meal will be reimbursed for MANDATORY and NON-MANDATORY training where the officer is not paid for their meal break, if the training is occurring outside of the City of Chaska limits.

A peace officer attending scheduled shift replacement training will not receive meal reimbursement unless the peace officer is staying in a hotel overnight.

22.7 TRAVEL

DEFINITION: Travel time will be the actual time taken to travel by vehicle from the Chaska Police Department to the training location and back to the Chaska Police Department.

Peace officers attending any training will receive straight time for travel time as defined by 22.7. Peace officers will not receive travel time for any training occurring in the City of Chaska and/or training within 15 minutes of the Chaska Police Department. Peace officers attending scheduled shift replacement training will not be paid for travel time unless it exceeds the time of their normal work shift.

AIR TRAVEL: Any air travel time shall include: travel time to and from the airport from the Chaska Police Department; terminal and airtime; and travel time to the end destination. A peace officer shall receive straight time for air travel time. Air travel scheduled on a peace officer's normal work shift shall be considered a normal work shift.

ARTICLE XXIII - INJURED ON DUTY

23.1 Peace officers injured on duty will receive full pay for a maximum of ninety (90) working days while unable to work due to such injury. Supplementary payments for the first ninety (90) working days shall be paid by the employer. Supplementary payments from the City will be deducted from a peace officer's accumulated sick leave, PPL, or vacation only after ninety (90) working days have expired.

23.2 Any compensation payable to the peace officer under Worker's Compensation insurance will be reported to the EMPLOYER. The EMPLOYER shall make supplementary payments to the peace officer to make up the difference between Worker's Compensation and the peace officer's normal rate of pay.

- 23.3 A peace officer who claims an absence from work due to an injury sustained on the job, shall provide if requested by the EMPLOYER, a statement from the peace officer's attending physician as to the nature of the injury.
- 23.4 The Employer may require a peace officer who is absent due to an injury while on duty, to undergo a medical evaluation, requested and paid for by the EMPLOYER.
- 23.5 As provided for through the City of Chaska's Worker's Compensation policy coverage, treatment for exposure and/or acquiring a communicable disease directly related to work-related activities, shall be considered a work-place injury, subject to all the benefits and peace officer requirements listed above in this section of the agreement.

ARTICLE XXIV - FAMILY AND MEDICAL LEAVE ACT (FMLA)

A peace officer requesting leave under the (FMLA), shall at the peace officer's discretion, be able to take leave from any of the accrued leave time banks provided for by this contract, however a peace officer will be limited to fifteen (15) days of sick leave use per occurrence. Accrued leave time shall include Vacation, Sick Leave, PPL, Compensatory Time, and Floating Holiday Time. The peace officer may request a leave of absence without pay, pursuant to the (FMLA), as well.

ARTICLE XXV - NEGOTIATION MEETINGS

The Steward, co-steward, or an authorized alternate, upon approval of the Department Head, may be absent from duty to attend negotiation meetings.

ARTICLE XXVI - HEALTH AND WELFARE

26.1 Establishment of VEBA: Employer shall make available a VEBA Plan and Trust described in summary and attached hereto as VEBA Attachment #1, to all qualified bargaining unit members who exercise their option to enroll in the high deductible health insurance program offered in Section 4, Subdivision 2 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA plan and Trust Identified in VEBA Attachment #1. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501 (c) (9) of the Internal Revenue Code. This plan year will begin on January 1, and end on December 31 of each year.

26.2. Benefits Provided through the VEBA

Employer shall provide the following welfare benefit arrangement through the VEBA Plan:

A health reimbursement arrangement for active employees

26.3 Payment of Administrative Fee

Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA and HSA Plans shall be paid by the employer. Administrative fees allocable to the individual accounts of former employees shall be paid from the VEBA account, and deducted from the total accrued amount of dollars that are allocated to that former employee in the VEBA account. If the VEBA Plan is terminated, or if Employee Contributions cease by agreement between the parties, administrative fees shall be paid from the VEBA account.

26.4 Employer Contributions to the Health Reimbursement Arrangement for Active Employees:

Subd. 1. Contributions to the Active Employees' Plan:

Employer will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members in accordance with the following schedule:

\$1,248 for each qualified employee who elects single coverage under the group health plan described in Subdivision 2; and

\$2,496 for each qualified employee who elects family coverage under the group health plan described in Subdivision 2.

The contribution will be made in thirds, with the first contribution on January 1st, the second contribution on May 1st, and the third contribution on September 1st. The employer will contribute \$416.00 to the individual account each period for those employees who elect single coverage, and \$832.00 to the individual account each period for those employees who elect family coverage under the group health plan described in Subdivision 2. Dollars in individual accounts shall not be eligible to use until they have been accrued.

If a qualified bargaining unit member enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the late entry. This prorated share of employer contribution shall be based on the number of months remaining in the plan year. Any employee entering the VEBA plan on a date other than the first day of that month, shall receive the entire employee contribution amount for the month in which they enter (i.e. an employee entering the VEBA plan anytime during the month of April would receive 9/12 of the total year employee contribution toward the individual's VEBA account).

All employer contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Subdivision 2 below, or on a date that the individual no longer in employed by the City of Chaska.

Subdivision 2. High Deductible Health Plan:

Employer shall make available a high deductible health plan described in summary and attached hereto as Insurance Attachment #1, to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, in the 2015 benefit year, the Employer shall contribute an amount not to exceed \$665.00 toward the monthly premium cost for single group health coverage, and \$919.00 toward the monthly premium cost for family group health coverage. The employer' contribution toward the employee's premium shall be negotiated on an annual basis.

Current employees choosing the High Deductible Medical plan will be able to utilize dollars in the individual VEBA account to pay for those medical services that are currently covered under the high deductible health plan described in summary and attached hereto as Insurance Attachment #1. After an individual leaves employment with the City of Chaska, that individual will be eligible to utilize the dollars accumulated in the individual's VEBA account to pay for any medical services covered under IRS Code 213 (d).

26.5 Alternative Group Health Plan

Employer shall also make available the group health plan described in summary and attached hereto as Insurance Attachment #2, to employees who do not elect coverage provided for under the provision of the high deductible health plan described in Section 4, Subdivision 2. With respect to all qualified bargaining unit members, Employer for 2015 shall contribute an amount not to exceed \$769.00 toward the monthly premium cost for single group health coverage, and \$1,127.00 toward the monthly premium cost for family group health coverage. The employer contribution for 2015 shall be an increase of 6.3% from the 2014 level. The employer contribution for 2016 shall be an increase of 6.3% from the 2015 level with a reopener if the health insurance premium increase is over 11.5%. The employer' contribution toward the employee's premium shall be negotiated on an annual basis.

Qualified bargaining unit members who elect coverage under this Section 5 shall not be entitled to receive Employer Contributions to the VEBA Plan. If a participant changes coverage from a high deductible plan in Section 4, Subdivision 2, to the alternative group health plan in Section 5 above, all contributions on behalf of a VEBA Plan participant shall cease.

As one of the health insurance plans being offered, the employer is making available a Health Savings Account (HSA). Those choosing an HSA will receive the employer contribution laid out in section 26.5, with the employer covering the administrative costs of the HSA accounts.

All employees employed in a position in the appropriate unit shall, at a minimum, be enrolled in single coverage in one of the group health plans provided for under the provisions of this Article. In the event an eligible employee does not make a choice of plan coverage the Employer shall enroll the employee in the CORE medical benefit of the plan, which is the single-coverage VEBA high deductible medical plan

26.6 EMPLOYER will permit permanently disabled or retired employees over 50 and under 67 years of age to participate in the City's group health, VEBA, and welfare insurance plan, provided the employee pays 100% of the monthly premium for plan chosen.

- 26.7 In addition to the City's contribution toward life insurance, employees shall be permitted to utilize a portion of cafeteria plan to purchase additional life insurance. (Long-term disability and long-term care insurance.)
- 26.8 Survivors Health Insurance Coverage: Shall be defined under Minnesota State Statute 299A.465 in the event of the death or injury of an active peace officer.

ARTICLE XXVII – UNIFORMS

By voucher system, the Employer will annually provide 974.00 for 2015, per peace officer after twelve (12) months of service and \$994.00 for 2016, with \$700.00 per year carry over allowable; to be used to purchase any uniform article required. The City of Chaska will provide all badges, shoulder patches, nameplates and insignia (these items to remain property of City of Chaska). The City of Chaska shall provide the amount as defined in Minnesota State Statute 299A.38 for the purchase of body armor for peace officers, every five years, or from when the body armor is initially purchased. The body armor shall be of a certain quality and description as the (Level 3A) body armor. A peace officer may elect to use a maximum of \$300 of the peace officer's uniform allowance to supplement the purchase of body armor. Should the state funds for the purchase of law enforcement body armor be cancelled at any time, this agreement shall be re-opened. If agreement is not reached within 30 days of re-opening, either party may refer the issue to binding arbitration.

A peace officer may use up to \$400.00 every five (5) years to purchase their own duty weapon and/or a back-up weapon. The peace officer shall submit a receipt for reimbursement.

ARTICLE XXVIII - FALSE ARREST

The EMPLOYER shall provide False Arrest Insurance.

ARTICLE XXIX - PEACE OFFICER LICENSE

The EMPLOYER will assume the cost of the Peace Officer license required by the State of Minnesota. Each peace officer is responsible for maintaining and renewing the license.

ARTICLE XXX - PROBATIONARY PERIOD

A probationary period for full time Peace Officers shall be one year.

ARTICLE XXXI – COMPENSATION

31.1 WAGES: Monthly base wages for peace officers shall be:

	01/01/2015	01/01/2016
Start	\$4,528	\$4,664
6 Month	\$4,938	\$5,086
12 Month	\$5,213	\$5,369
24 Month	\$5,625	\$5,794
36 Month	\$6,136	\$6,320

31.2 *SPECIALTY PAY FOR PERMANENT ASSIGNMENTS:*

Peace officers assigned to a specialty position shall be paid an additional 4.75% of the patrol rate for which the peace officer is eligible to be paid as set forth in section 31.1 above. Examples of specialty positions include but are not limited to: Investigator/Detective, School Resource Officer, Youth Service Officer, and Community Partnership Specialist.

31.4 *LONGEVITY PAY:*

A peace officer will receive the following additional longevity pay as a percent of the base pay as set forth in section 31.1:

Longevity Pay

After 4 years of service	3%
After 8 years of service	5%
After 12 years of service	7.5%
After 16 years of service	9.5%
After 20 years of service	10.5%

31.5 *TRAINING/INSTRUCTOR OFFICER PAY:*

A peace officer assigned to instruct annual mandated state and/or department training shall receive \$50.00 per month for a total of \$600.00 a year as additional pay. On January 1, 2016, a peace officer assigned to instruct annual mandated state and/or department training shall receive \$55.00 per month for a total of \$660.00 a year as additional pay. Instructor pay shall increase \$5.00 per month (\$60 per year) each contract year thereafter.

31.6 *CELLULAR PHONE REMIBURSEMENT PAY:*

The Employer shall provide a reimbursement of \$45.00 monthly for peace officers who purchase their own cellular phone coverage and agree to utilize the cellular phone for both personal and work use. The cellular phone shall be replaced at the Employers expense if it is damaged in the course of his/her duties.

31.7 *PEACE OFFICER DIFFERENTIAL PAY:*

31.8 A peace officer that works between 7 PM and 6 AM shall receive differential pay per hour for each hour worked under the following conditions:

31.9 A peace officer on a day shift schedule shall earn their normal rate of pay as defined in the contract and is not eligible for differential pay.

31.10 Peace Officer Differential Pay Rate is \$.55 cents per hour.

31.11 A peace officer on the night shift shall earn an additional \$.55 cents per hour for all hours worked based on the peace officer's normal rate of pay. A peace officer on the night shift shall receive differential pay until 7 AM.

31.12 A peace officer on the afternoon shift shall earn an additional \$.22 cents per hour for all hours worked based on the peace officer's normal rate of pay. The \$.55 cents per hour shall be spread out over the entire length of the shift based on the formula below.

31.13 A peace officer working an alternating/rotating schedule/shift or modified shifts between 7 PM to 6 AM not mentioned above shall receive differential pay. The \$.55 cents per hour shall be spread out over the entire length of the shift based on the formula below.

31.14 A peace officer working the afternoon shift, alternating/rotating schedule/shift or any modified shifts between 7 PM to 6 AM shall use the following differential formula for differential pay: Differential hours worked (between 7 PM to 6 AM) in a pay period times (x) \$.55 cents divided by 80 hours equals the peace officers differential pay rate.
Example: A peace officer has worked 32 differential hours times (x) \$.55 cents divided by 80 hours equals \$.22 cents. The peace officers differential pay rate is \$.22 cents for all hours worked including overtime. This formula is not required for the night shift since the entire shift earns the additional differential pay of \$.55 cents per hour.

31.15 A peace officer that voluntarily trades a shift(s) will be eligible for differential pay based on their regularly scheduled shift they are currently working at the time.

31.16 All overtime hours worked during a pay period including court time, training time, and holidays shall be paid at the differential pay rate for what shift/schedule the peace officer is on at the time.

- 31.17 A peace officer scheduled to work a shift that is eligible for differential pay shall receive the differential rate/payment for an absence due to usage of vacation, compensatory, sick, PPL, or funeral leave time.
- 31.18 Compensatory time shall be paid at the differential pay rate that the peace officer is working based on the shift/schedule the peace officer is working at the time.
- 31.19 A peace officer shall be compensated in accordance with Article XXXI (Compensation).

ARTICLE XXXII – WORK OUT ON DUTY

- 32.1 The Chief of Police will implement a work schedule that provides time for peace officers to exercise during their scheduled shifts, subject to the needs of the Police Department. This work schedule may be continued or terminated in the sole discretion of the Chief of Police. The scheduled exercise time is not a right, and it may be suspended for one or more peace officers, in the sole discretion of the Chief of Police, for such shift or shifts as the Chief of Police deems appropriate or necessary.
- 32.2 Implementation of the schedule referenced above shall not constitute a precedent, shall not establish a past practice, and shall in no way limit or reduce the City's inherent managerial rights and contractual rights to set and modify work schedules. Decisions of the Chief of Police regarding the suspension or termination of the work schedule as referenced above shall not be subject to the grievance procedure.

ARTICLE XXXIII – ON CALL

- 33.1 Peace officers assigned to investigator/detective "on-call" rotation (working under the current "on-call" memo dated July 7, 2010) shall receive 12.25 hours of straight compensatory time per week (7 days) or 1.75 hours per day for each day on "on-call." Each day of "on-call" shall consist of a 24-hour period of "on-call" service.
- 33.2 Peace officers working "on-call" may have another peace officer substitute and fulfill their "on-call" obligations. The substituting peace officer shall be the only one that shall receive "on-call" compensation. A supervisor must approve a peace officer substitution for an investigator/detective. Any peace officer that substitutes to be "on-call" for an investigator/detective shall receive 1.75 hours of straight compensatory time per day for each day (or portion thereof) "on-call."
- 33.3 A Peace officer working "on-call" on a designated holiday as stated in 18.1 shall receive 3.5 hours of straight compensatory time.
- 33.4 If an "on-call" peace officer is requested to return to duty, that peace officer shall be compensated in accordance with Article XV.

ARTICLE XXXIIII - DURATION

This AGREEMENT shall be effective as of the 1st day of January, 2015, and shall remain in full force and effect until the 31st day of December, 2016, and shall automatically renew from year to year unless either party gives notice of their desire to modify or amend this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on

Date

FOR (THE CITY OF CHASKA)

FOR (LAW ENFORCEMENT LABOR SERVICES, INC.)

City Administrator Matt Podhradsky

Union Steward Mike Kleber

Date

Date

Union Steward Jamie Personius

Date

LELS Union Representative Denny Arons

Date

ARTICLE 16.12 - Addendum A – City of Chaska Personal Leave Plan and Salary Continuation Plan

City of Chaska
Personal Leave Plan and
Salary Continuation Plan

1. Overview of the Personal Leave Plan

The Personal Leave Plan combines what would be considered employees' sick and vacation time into one general pool from which employees can use the accrued time subject to approval from the employees' Department Head or Supervisor. Like vacation or sick time, personal leave is accrued by the employee based on their number of years of service.

2. Specifics of the Personal Leave Plan

A. Accrual of Personal Leave:

Employees begin to accrue personal leave as of their first day of employment with the City and are eligible to use personal leave subject to the approval of their Department Head or Supervisor. The amount of personal leave employees accrue is dependent upon their years of service with the City.

All regular, full-time employees are eligible to accrue personal leave based on the schedule below:

Years of Service	Annual Accrued Personal Leave
Start through completion of year 5	18 days (144 hours)
Year 6 through completion of year 10	22 days (176 hours)
Year 11	23 days (184 hours)
Year 12	24 days (192 hours)
Year 13	25 days (200 hours)
Year 14	26 days (208 hours)
Year 15	27 days (216 hours)
Year 16	28 days (224 hours)
Year 17	29 days (232 hours)
Year 18	30 days (240 hours)
Year 19 or more	31 days (248 hours)

Note: In addition to personal leave, employees will continue to receive two (2) paid floating holidays per year and ten (10) paid set holidays per year.

B. Use of Personal Leave:

Employees may only use personal leave once it is accrued. This means that employees may not use personal leave in anticipation of accruing leave time in the future.

For a planned leave of absence from work, employees must receive prior approval from their Department Head or Supervisor. This will ensure that there are enough employees to perform all necessary job duties. However, a Department Head or Supervisor shall not unreasonably deny employees' requests for use of accrued personal leave.

For an unplanned leave of absence from work due to a personal illness or an emergency or to care for an immediate family member, employees shall give their Department Head or Supervisor a minimum of 30 minutes notice before the beginning of their scheduled work time. Upon returning to work, the Department Head or Supervisor may request that employees provide a physician's statement certifying the personal illness or injury or that of the immediate family member. Any confirmed abuse of an unplanned leave may result in disciplinary action.

It should be noted that if the employee is out longer than a five (5) day period for a personal illness or injury as well as the care of an immediate family member, the employee may be eligible for the City of Chaska Salary Continuation Program and/or the Family Medical Leave Act (FMLA).

If a regularly scheduled holiday falls during employees' use of personal leave, the holiday will not be considered part of the employees' personal leave. To be paid for a holiday, an employee must work or use personal leave the day before and after the holiday.

3. Vacation and Sick Leave Conversion to Personal Leave

A. Vacation Time:

The City will convert employees' accrued vacation time to personal leave on a 1:1 ratio. This means that for every day of vacation accrued, employees will receive one day of personal leave.

B. Sick Time:

The City will *not* convert a portion of employees' accrued sick time to personal leave. However, employees will not lose any of their sick time as it will be "banked" for use only after an employee has been absent from work due to an illness or injury for three (3) or more consecutive days and provides a physician certification. In addition to the above, employees who becomes eligible for the salary continuation program or long-term disability insurance may continue to exhaust a portion of their sick leave to provide themselves with 100% of their regular pay during their disability period. Under no circumstances may employees add time to their banked sick leave. However, when using sick leave employees will accrue personal leave.

4. Options for Remaining Accrued Sick Time

A. Employees Hired Prior to January 1, 1986:

Employees hired prior to January 1, 1986 are eligible to receive a payout of one third (1/3) of their accumulated unused sick leave up to a maximum of 90 accumulated days or 30 payout days upon severance of employment from the City of Chaska. Under the Personal Leave Plan, employees hired prior to January 1, 1986, have the option of receiving this severance at their current hourly rate when personal leave is implemented or at the time of their last day of employment with the City at their hourly rate at the time of termination. This severance can be paid to employees as taxable income for investment or can be invested by employees on a pre-tax basis into a 457 deferred compensation plan as allowed by IRS regulations. Employees must make an irrevocable election at the time that the personal leave plan is implemented.

After severance has been paid to employees or set aside for pay-out at the time that they leave City employment, all remaining sick leave will be banked for use consistent with the same policies and procedures for all employees as outlined in Section 4 B.

Employees will not lose their sick leave since it will be banked for use only after an employee has been absent from work due to an illness or injury for three (3) or more consecutive days and provides a physician's certification. In addition to the above, employees who becomes eligible for the salary continuation program or long-term disability insurance may continue to exhaust a portion of their sick leave to provide themselves with 100% of their regular pay during their disability period. Under no circumstances may employees add time to their banked sick leave. However, when using sick leave employees will accrue personal leave.

C. New Employees:

New employees, those hired after personal leave is implemented, will begin accruing personal leave in accordance with their number of years of service.

5. Personal Leave Accrual, Carry-Over and Cash-Out

For employees converting from vacation and sick time to paid personal leave, a maximum amount of personal leave will be allowed to be carried at any time during the year. Initially, the maximum amount will be the amount of personal leave accrued by the employee at the time that the plan is implemented. As employees use personal leave, the maximum amount will be lowered by the amount of leave they use, until it is at or below two (2) times the employees' annual personal leave accrual. Once the rate is lowered to or below two (2) times the employees' annual accrual rate and for new employees that are on the Paid Personal Leave Plan, at no time may accumulated personal leave exceed two (2) times the annual rate at which employees earn personal leave.

In addition to carrying a maximum amount of personal leave, employees will be able to cash-out a maximum of four (4) days or thirty-two (32) hours of their personal leave anytime during the calendar year. Under no circumstances, may an employee cash-out more than four (4) days or thirty-two (32) hours in a calendar year. The cash-out will be at the employee's current hourly rate and will be paid to the employee as taxable income or at the employee's election, may be placed into a 457 deferred compensation account consistent with IRS guidelines.

6. Funeral Leave

An employee shall receive up to a total of three (3) days to attend funerals of members of the employee's immediate family defined as: spouse, children, step children, mother, father, brother, step brother, sister, step sister, grand children, grandparent, and step-grandparent of either the employee or employees spouse. An employee shall receive up to a total of two (2) days to attend funerals of other family members defined as: great-grandparent, aunt, uncle, niece, nephew or if the employee is asked to perform the service of pallbearer.

7. Termination of Employment

Accrued personal leave time shall be paid to employees as taxable income at the time of termination of employment if the employee leaves in good standing and provides a minimum of a two-week (10 working days) notice. Employees' Department Heads or supervisors are responsible for determining if an employee is leaving in good standing and is providing sufficient notice.

Employees may not receive any severance for banked sick leave unless they were hired prior to January 1, 1986 and have made an election to have their time paid-out. This payout is subject to the rules established in 4. A. above.

In the event of an employees death while in service to the City of Chaska, accrued personal leave time shall be paid to the employee's estate according to IRS rules.

8. Regular Part-Time Employees

Regular part-time employees are defined as those who are regularly scheduled to work one (1) or more hours per week. A regular part-time employee who works one (1) or more hours per week for twelve (12) consecutive months will be eligible for personal leave beginning on their thirteenth (13th) month of employment. The amount of personal leave time accrued will be determined and prorated by the actual number of hours worked.

Regular part-time employees will accrue personal leave at the rate of .08462 hours for each regular time hour worked. For more information on how this rate is calculated, please contact the Assistant City Administrator.

9. Personal Leave Accrual While Receiving Salary Continuation and Long-Term Disability

Employees receiving benefits for salary continuation or long-term disability are not eligible to accrue personal leave. However, employees receiving salary continuation or long-term disability benefits may exhaust accrued personal leave and banked sick leave to provide themselves with 100% of their regular pay during their period of disability. Employees supplementing their salary continuation or long-term disability insurance with personal leave or banked sick leave will accrue additional leave based on the prorated amount that they are using.

10. **Flexible Benefit Plan Insurance While Under the Salary Continuation Program**
In conjunction with providing employees with salary continuation coverage, the City will continue to make its monthly contribution to employees' Flexible Benefit Plans depending upon their election (i.e. single or family coverage) for the plan year. The contribution will begin at the time that employees begin receiving the salary continuation benefit and terminate at the time that their salary continuation coverage terminates.

City of Chaska Salary Continuation Program

Summary of Benefit

The City of Chaska's Salary Continuation Program is meant to provide protection for employees who may be forced to be out of work for an extended period of time. The policy is designed to pay a weekly benefit to partially replace lost income due to a disability resulting from injury, sickness, or pregnancy. The policy is designed to provide employees with protection of up to 60% of their income, should their disability not allow them to earn their full weekly wage. It is the intent of the City of Chaska to ensure that all of its employees have protection from unforeseen circumstances that can occur outside of the work environment. This salary continuation policy helps ensure that all of our employees have a guarantee of protection, should one of these unforeseen circumstances occur. Providing this benefit directly through the City will help eliminate the complicated procedures of dealing directly with an insurance company, and will ensure that the City will be able to provide proper attention to its employees in times when this coverage is a necessity.

Qualification for Benefits

Salary Continuation benefits are established to help protect the income of an employee should the employee need to be out of work for an extended period of time due to an illness, pregnancy, or injury. This benefit is only meant to protect an employees' income for conditions that would occur from circumstances outside of the workplace environment. All injuries or illnesses directly related to, or occurring in the workplace, will be covered under Worker's Compensation Insurance.

All injuries and illnesses in which a physician has specifically given instruction that an employee cannot attend work because of physical or mental restrictions due to an illness, pregnancy or injury, will be eligible for coverage. All pregnancies are eligible for coverage through the salary continuation program after the date of birth, unless specific written notice is received from the attending physician indicating the need for the employee to be confined to bed rest, or have restricted work activities either before or after the birth.

Eligible Employees

All employees who are under the Paid Personal Leave Policy will be eligible for this benefit. Employees who are not on the Paid Personal Leave Policy and continue to accrue Vacation and Sick Time are not eligible for this benefit. To be considered full-time, an employee must work at least thirty (30) hours per week. No temporary or part-time employees will be eligible for this benefit. This benefit will become available for the employee to use after their first complete day of employment with the City of Chaska.

Test for Disability Status

In order to qualify for the use of the Salary Continuation Benefit, an employee must first be classified as disabled. In order to meet the definition of disabled, an employee must be able to satisfy either the Occupation Test or the Earnings Test.

Occupation Test: An injury, sickness, or pregnancy requires that you be under the regular care and attendance of a physician, and the injury, sickness, or pregnancy prevents you from performing at least one of the material duties of your regular occupation.

Earnings Test: You may be considered disabled in any week even if you are actually working, if an injury, sickness, or pregnancy prevents you from earning more than 80% of your weekly pay in that week in any occupation for which your education, training or experience qualifies you.

An employee may satisfy these tests with any injury, illness or pregnancy in which a physician specifically gives written notification to the employer that this condition will affect the employee's workplace activities and abilities. Satisfying these qualifications under the Occupation and Earnings tests will not automatically qualify you for Salary Continuation, and no benefit will be paid to the employee if the injury or illness was directly caused by an occupational duty. Injuries or illnesses caused by circumstances associated with an occupational duty will be covered through Worker's Compensation Insurance.

How to Use the Salary Continuation Program

If an employee satisfies the definition of being disabled from an injury, illness or pregnancy, and will be forced to be out of work for an extended period of time due to this disability, the following is a defined procedure for how an employee makes a claim for Salary Continuation Coverage.

Filing a Claim:

1. In order to qualify for use of Salary Continuation Coverage, an employee must first complete a five (5) day qualifying period. The first three (3) days of this qualifying period, the employee must use 3 days of Paid Personal Leave. The last 2 days of this qualifying period, the employee may use any combination of Paid Personal Leave or banked Sick Time.
2. After the five (5) day qualifying period, an employee may then qualify for use of Salary Continuation Coverage. To qualify, the employee must first contact the Assistant City Administrator in writing explaining the situation and requesting the coverage.
3. The employee must, by the fifth consecutive day of absence, notify in writing the Assistant City Administrator and provide proper documentation from their physician, describing their condition and the need for an extended absence. This documentation must indicate the estimated time of absence from their work activities.
4. The Assistant City Administrator will review the written documentation and request and determine if the condition warrants utilization of coverage, and requires absence from work. Unless there is a clear reason for not approving a Salary Continuation claim, the Assistant City Administrator will not unreasonably deny any requests that come from an employee's attending physician for the need to take an extended absence from normal work activities.

Note: The City of Chaska does have the right to require the employee to obtain a second opinion from a doctor of the employer's choosing, if there is reason to question the diagnosis by the employee's attending physician. The cost of this opinion would be covered by the City of Chaska.

5. If the Assistant City Administrator approves the Claim, the Assistant City Administrator will memorialize these findings by sending a memo/letter to the employee, the employee's Department Head, and Payroll indicating the approval or disapproval of the coverage. This memo will also outline the employee's use of any other banked time the employee may desire to use to bring their earnings up to 100% of their pre-disability pay (such as banked Sick Time or Paid Personal Leave time). At no time will the employee be allowed to collect Salary Continuation, or utilize sick or personal leave time in conjunction with this benefit, that would put the employee's earnings at over 100% of the weekly wage.
6. The Assistant City Administrator will notify payroll of this claim, and all Salary Continuation payments will commence. The payments will be included in the employee's regular bi-weekly checks. This Salary Continuation claim will be reported as taxable income for the employee.

7. Coverage will continue as long as the employee's attending physician deems time away from work is necessary for up to a total of twelve (12) weeks, after which Long-Term Disability will become available (if the employee has opted to enroll for this benefit). The City of Chaska may, from time to time, require the employee's attending physician to provide an update on the employee's recovery, what the estimated time away from the employee's work activities will be, and if there are any measures the City could take to make the employee's return to work more expedient. (These measures could include assisting with rehabilitation services, or making the employee's work schedule or environment conducive to the employee's disability).
8. An employee will need to obtain a signed Report of Workability to return to all normal duties at work after utilizing the Salary Continuation Program.

Schedule of Salary Continuation Payments

An employee qualifying for Salary Continuation coverage will be covered for up to 60% of their weekly earnings. For each day of a period less than a full week, the scheduled amount will be prorated accordingly.

This benefit will be coordinated with any other leave or disability programs including the Family Medical Leave Act (FMLA), Social Security, PERA, worker's compensation, ect... The City of Chaska's Salary Continuation policy will pay up to 60% of the employee's weekly earnings after all other disability program payments have been deducted. At no time may an employee receive more than 60% of their weekly earnings from a combination of their Salary Continuation payments and disability program payments. However, an employee may supplement their benefit payment with banked Sick or Paid Personal Leave time. At no time may the combination between the Salary Continuation benefit and an employee's banked Sick or Paid Personal Leave time equal more than 100% of their normal weekly earnings.

As defined in the Paid Personal Leave Policy, an employee receiving Salary Continuation payments from the City will continue to receive their monthly Council Contribution toward their Flexible Benefit Plan. This contribution will begin at the time the employee begins to receive Salary Continuation payments and will terminate at the time their benefit coverage will terminate.

Weekly pay is defined as 40 hours at an employee's hourly rate. This pay is determined by the rate an employee is being paid the day before their period of disability starts. Possible bonuses, overtime, and other compensation will not be included in the calculation of the employee's hourly rate.

The qualifying period to receive Salary Continuation coverage will be five consecutive days of absence from an employee's position due to the disabling condition. The first three (3) days of this qualifying period, the employee must use 3 days of Paid Personal Leave. The last 2 days of this qualifying period, the employee may use any combination of Paid Personal Leave or banked sick time. The maximum benefit period will be twelve (12) weeks (one (1) week of qualifying period and eleven (11) weeks of 60% coverage). The possible twelve

(12)-week benefit period will start on the first day an employee is absent from work due to the disabling condition, and will continue for the next twelve (12) consecutive weeks that the employee is not able to attend work because of the same condition that disabled the employee at the beginning of this twelve (12)-week period. At the end of the twelve (12) weeks, if the employee is still out of work due to the same disabling condition, the employee will qualify for Long-Term disability (if the employee has opted to enroll for this benefit).

Note: For a period of disability due to a non-cesarean pregnancy, there will be a defined period of six (6) weeks that an employee will be eligible to receive Salary Continuation coverage (one (1) week of qualifying period and five (5) weeks of 60% coverage). For a period of disability due to a cesarean pregnancy, there will be a defined period of eight (8) weeks that an employee will be eligible to receive Salary Continuation coverage (one (1) week of qualifying period and seven (7) weeks of 60% coverage). If an employee has complications due to a non-cesarean or cesarean pregnancy that will force them to be out of work for more than a five (5) or eight (8) week period, extended coverage can be claimed by the employee. The claim process for this extended period of time will be identical to the claim process an employee would have to go through for any disability. The employee will have to file a separate written claim with the Assistant City Administrator requesting this extension of time.

The maximum interruption period an employee can have during this period of disability is two (2) consecutive days. If an employee is given clearance from their physician to return to normal duty, and works in the capacity of their normal functions for at least two (2) consecutive days, any new disabling condition would be considered a new disability.

Exclusions from Salary Continuation Coverage

The City of Chaska will not pay benefits for any time an employee is confined to any facility because you were convicted of a crime or public offense.

The City of Chaska will not pay benefits for any part of a period of disability during which the employee is receiving benefits under any Worker's Compensation Act (or similar law) or the Maritime Doctrine of Maintenance, Wages or Cure.

The City of Chaska will not pay benefits for any disability caused by:

- War or any act of war, whether declared or not;
- Intentionally self-inflicted injury, while sane or insane;
- Taking part in or the result of taking part in committing a felony;
- An injury that arises out of or occurs in the course of any occupation for pay or profit that entitles you to benefits under any Worker's Compensation Act or similar law; or
- A sickness that entitles you to benefits under any Worker's Compensation Act (or a similar law).

The City of Chaska will not pay benefits if:

- We have offered you the opportunity to return to limited work while you are disabled,
- you are functionally capable of performing the limited work which is offered, and
- you do not return to work when and as scheduled.

Any non-compliance with these three provisions will be considered non-cooperation by the employee and may result in the cancellation of Salary Continuation benefits by the City of Chaska.

Benefits will end on the first scheduled day the employee is to return to work, and will not continue after the employee is officially no longer working for the City of Chaska.

Miscellaneous Inclusions of Policy

An employee will not accrue Paid Personal Leave time while receiving benefit payments, unless the employee supplements their Salary Continuation with Paid Personal Leave or banked Sick Time. If an employee supplements their pay by 40% of the full time employment status through banked Sick or Paid Personal Leave, Paid Personal Leave will accrue and be pro-rated based on the amount of Paid Personal Leave or Sick Time used. An employee cannot receive more than the employee's normal take home pay because of any Salary Continuation Coverage. The City's entire contribution to the Flexible Benefit Plan will continue while on Salary Continuation Coverage. Holidays will be paid but are also included in the maximum count of Salary Continuation days used.

Salary Continuation Coverage cannot be used to care for any ill or injured family member.

Any employee receiving a denial of Salary Continuation Coverage may request in writing, within 60 days of denial, a written explanation of the denial of coverage. If the employee is in disagreement with the denial of benefits and wants to appeal this decision, the employee must submit to the Assistant City Administrator an official letter of appeal. This letter must be received by the Assistant City Administrator, and must include a list of the specific reasons why the denial is being appealed. The Assistant City Administrator will have 10 working days from the receipt of this appeal to make a written decision on the appeal. If the employee is still in disagreement with the decision made by the Assistant City Administrator in regards to the appeal, the employee may appeal in writing to the City Administrator. The City Administrator will then have 10 working days to make a determination in the appeal. The City Administrator's decision is final.

If an employee at any time during the period of disability discovers they will not be able to return to work, even with reasonable accommodations, the employee must immediately report this in writing to both their Supervisor and the Assistant City Administrator.

Questions on Policy

Any questions on this policy should be referred to the Assistant City Administrator at 952-448-9200.

Salary Continuation Coverage Example Chart

Week 1: -3 days (24 hours) of Paid Personal Leave.
-2 days (16 hours) of Paid Personal Leave or banked Sick Time.

Week 2-12: -60% of Salary covered by Salary Continuation Coverage.
-40% of Salary can be covered by Paid Personal Leave or banked Sick Time.