

LABOR AGREEMENT

BETWEEN

THE CITY OF CHASKA

AND

LAW ENFORCEMENT LABOR SERVICES

LOCAL #447

JANUARY 1ST 2022 THROUGH
DECEMBER 31, 2023

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ARTICLE 1 – PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1st, 2022 between the City of Chaska, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc. (LELS) Local #447 hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto:
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application, and
- 1.3 Place in written form the party's 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 2 – RECOGNITION

- 2.1 The EMPLOYER recognizes, the UNION as the exclusive representative, under Minnesota Statutes, Section 179.67, Subdivision 3, and Section 179.71, Subdivision 3, for all personnel in the following job classifications:

Lieutenant

- 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 3 – DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services Inc. Local #447.
- 3.2 UNION MEMBER: A member of LAW ENFORCEMENT LABOR SERVICES, INC. Local #447.
- 3.3 SUPERVISOR: A member of the exclusively recognized bargaining until LELS #447.
- 3.4 DEPARTMENT: The Chaska Police Department.
- 3.5 EMPLOYER: The City of Chaska
- 3.6 UNION OFFICER: Lieutenant(s) elected or appointed by the UNION.

- 3.7 CHIEF: The Chief of the City of Chaska Police Department.
- 3.8 WORKWEEK: The workweek shall average forty (40) hours, making a normal work year of 2,080 hours.
- 3.9 DEPARTMENT HEAD: The Chief
- 3.10 SENIORITY: Length of continuous service with the employer.
- 3.11 SCHEDULED SHIFT: A 8-hour consecutive work period including rest breaks and a lunch break.
- 3.12 LUNCH BREAK: A paid thirty (30) minute period during the scheduled/normal shift.
- 3.13 REST BREAK: Two fifteen (15) minute periods during the scheduled hours of a normal shift.
- 3.14 BASE PAY RATE: The Supervisors monthly base wage exclusive of longevity pay, differential pay, or any other special allowance.

ARTICLE 4 – EMPLOYER SECURITY

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

ARTICLE 5 – 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 6 – UNION SECURITY

- 6.1 The UNION may designate employees from the bargaining unit to act as representative(s) and shall inform the EMPLOYER in writing of such choice and changes in the position of representative(s). The representative(s) 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.

- 6.2 The EMPLOYER shall allow the use of internal e-mail and telephone for posting UNION notices and announcements that are non-partisan and anti-inflammatory communications.
- 6.3 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.
- 6.4 The EMPLOYER shall deduct from the wages of SUPERVISORS 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.

ARTICLE 7 – EMPLOYEE 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 6.1 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 SUPERVISORS and shall, therefore, be accomplished during normal working hours only when consistent with such SUPERVISOR duties and responsibilities. The aggrieved SUPERVISOR and 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 SUPERVISOR and a UNION REPRESENTATIVE have notified and received the approval of the designated EMPLOYER REPRESENTATIVE who had 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 SUPERVISOR 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 EMPLOYER. An 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 EMPLOYER'S Step 2 answer in writing with 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 with ten (10) calendar days following the EMPLOYER designated representative 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 ARBITRATOR'S 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 other issue not so submitted.

- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this 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 shall 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 based on 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 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 an employee who has completed the required probationary period, the grievance may be appealed either 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.

ARTICLE 8 – 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 request of either party.

ARTICLE 9 – SENIORITY

- 9.1 Seniority will be determined by the SUPERVISOR'S length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be determined by the Chief based on time in grade and time within specific classifications. A reduction of the workforce will be accomplished on the basis of seniority. SUPERVISORS shall be recalled from layoff on the basis of seniority. A SUPERVISOR on layoff shall have an opportunity to return to work within two years of the time of his layoff before any new employee is hired.
- 9.2 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. An example of an assignment is patrol division, investigations, administration, etc. that could affect the specific scheduling of that assignment. Senior employees have a ten (10) daytime limit from the date of vacation request to respond back to the requesting peace officer. No response back after the ten (10) days automatically grants permission to that requesting officer.
- 9.3 Seniority shall prevail. Senior qualified SUPERVISORS shall have first preference on the job.

ARTICLE 10 - DISCIPLINE

- 10.1 The EMPLOYER will discipline SUPERVISORS 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 Suspension, 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 SUPERVISORS 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. Supervisors shall also be notified of any document(s) which are added to or part of the peace officer's personnel file. In the event that a peace officer discovers that any such notice was placed in his/her personnel file without their knowledge, the formal grievance process may be applied based upon the time of discovery. Supervisors shall also be notified of any document removed from their personnel file.
- 10.4 Supervisors 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 Supervisors will not be questioned concerning an investigation of disciplinary action unless the supervisor 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. The EMPLOYER and UNION will coordinate to ensure the process moves in a timely manner.
- 10.7 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article VII.

ARTICLE 11 – CONSTITUTIONAL PROTECTION

Supervisors shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 12 – OVERTIME

- 12.1 Supervisors will be compensated at one and one-half times the supervisor's regular base pay rate for hours worked more than 80 hours in a pay period. Changes of shifts

do not qualify a supervisor for overtime under this Article. All continuous assigned work by a supervisor after fourteen (14) hours is double time.

Employer forced hours in excess of eight hours on a regularly scheduled day or any forced time on a regular day off shall be paid at the applicable overtime rate.

- 12.2 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. The final determination of the 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 in advance of compensatory time off. A supervisor may cash out their compensatory time throughout the year. Any compensatory overage for the year will automatically be paid out on the last pay period of each year.
- 12.3 Overtime will be distributed as equally as practicable.
- 12.4 Overtime refused by supervisors will for records purposes be considered as unpaid overtime worked.
- 12.5 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.6 Overtime will be calculated to the nearest fifteen (15) minutes.

ARTICLE 13 – COURT TIME

- 13.1 A supervisor who is required to appear in court during his scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half times the supervisors base pay rate or (3) hours minimum compensatory time at (1-1/2) times the supervisors base pay rate at the supervisor's discretion. An extension or early report to a regularly scheduled shift for a court appearance does not qualify the employee for the three (3) hour minimum.
- 13.2 A supervisor who is scheduled for court during his/her off-duty time shall check the Carver County Attorney's website after 4:30 pm the day before confirming if their Court case is still listed. If the supervisor is not canceled by email, phone, or on the website before 4:30 pm the business day prior, a supervisor shall receive two (2) hours of pay at the regular base rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the supervisor for the two (2) hour minimum.

- 13.3 A supervisor formerly employed by the Chaska Police DEPARTMENT shall be paid their last earned hourly wage for any court time performed.
- 13.4 In the event a supervisor is subpoenaed to testify in private party litigation in a capacity other than that of an expert witness regarding an incident that has occurred within the scope of employment for the City of Chaska involving facts which the supervisor came to know while on duty as a supervisor, then the supervisor shall receive court time pay from the employer in accordance with the requirements as outlined in Article XIV. The supervisor shall not be required to take vacation, PPL, or compensatory time if the appearance occurs during their work shift.

ARTICLE 14 – CALL-BACK TIME

A supervisor who is called to duty during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half times the supervisor’s base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the supervisor for the three (3) hour minimum.

ARTICLE 15 – VACATIONS

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

Year’s 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	10.67 hours (144 hours annual)
12 years	11.33 hours (152 hours annual)
13 years	13 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)

15.2 A supervisor may not accumulate vacation leave in an amount greater than one and one-half (1.5) times the amount that the supervisor earns in one year without the employer's written approval.

15.3 All existing supervisors are eligible to choose to be on the Paid Personal Leave (PPL) plan on an annual basis. Once this decision has been made, the supervisor may not choose to go back on the vacation/sick time program.

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

Supervisors 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. Supervisors at no time may accumulate personal leave to exceed two times the annual rate at which the supervisor earns personal leave.

15.4 Personal Leave Plan and vacation periods shall be selected based on seniority until March 15 of each calendar year as stated in Article 9.3.

15.5 PPL time may be used in increments of less than 30 minutes.

15.6 Supervisors under the PPL and/or vacation plan shall receive two floating holidays (24 hours) and observe the same holidays as stated in Article 18.1.

15.7 For the purpose of PPL, the definition of good standing means that the supervisor must give a minimum of two-week (10 working days) notice unless a mutual agreement has been made between the supervisor and Employer to end employment earlier or the supervisor ends employment due to an injury/disability.

15.8 A supervisor under the PPL plan requesting leave under FMLA may use up to fifteen (15) days of accrued sick leave in accordance with FMLA Article 30. This is supplemental to the benefits in the Personal Leave Plan and Salary Continuation Plan.

All supervisors under the PPL plan will be governed by the City of Chaska Personal Leave Plan and Salary Continuation Plan unless stated in this agreement. All supervisors continuing under the vacation/sick time program will continue to be governed by the language of this Labor Agreement unless stated in this agreement.

Annually, supervisors may designate 50 PPL hours to fund their Deferred Compensation Plan, Health Savings Account, or paycheck.

ARTICLE 16 – SICK LEAVE

- 16.1 A supervisor who has not elected the PPL plan shall accumulate one day of sick leave per month.
- 16.2 The Employer shall follow Minnesota State Statute 181.9413.
- 16.3 Sick leave usage shall not be subject to approval and verification by the Employer.

ARTICLE 17 – HOLIDAYS

17.1 The EMPLOYER shall recognize ten (10) paid holidays plus two (2) floating holidays as specified below:

New Year's Day	January 1
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February (Lincoln's and Washington's Birthday)
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

In the event that the State of Minnesota adopts any new holidays, the city agrees to recognize and adopt said holiday as an observed holiday.

Supervisors beginning employment after January 1st of a calendar year shall receive holiday leave beginning on the first full pay period in which they are employed. Such Supervisors shall receive an advance of holiday leave based on their assigned work shift length multiplied by the number of holidays left through December 31 of the calendar year in which they were first employed.

- 17.2 Holiday leave shall be advanced to the supervisor on January 1st of each calendar year. The holiday leave shall be placed in a holiday leave bank and calculated based on the Supervisors assigned work shift and/or assignment. Supervisors will receive a holiday bank of hours on January 1 of each calendar year based on the peace officers assigned work shift and/or assignment:
- A Supervisor on an eight (8) hour work shift shall receive 96 hours of holiday leave.
- 17.3 For Supervisors on a fixed Monday to Friday schedule, if any of the 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.
- 17.4 A Supervisor who works on any of the abovementioned holidays (as listed in 18.1) shall be compensated at the rate of double time for all hours worked on the actual holiday. This time may be taken as pay or compensatory time at the peace officer's discretion at their hourly rate.
- 17.5 A maximum of sixteen (16) hours of Holiday time may be carried over from year to year. Any Holiday overage will be automatically paid out on the last pay date in December of each calendar year at the peace officers' hourly rate at straight time.
- 17.6 A supervisor 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 supervisor may use a vacation day. PPL hours, or compensatory time and still receive holiday pay.
- 17.7 A supervisor who works any hours on Christmas Eve or New Year's Eve shall receive four(4) hours of vacation/PPL time toward their vacation/PPPL bank. A supervisor on a fixed Monday to Friday schedule that leaves on an early close time shall not receive this additional benefit but will not be charged vacation or compensatory time for the time

period that City Hall is closed. A supervisor who is on a regular or scheduled day off is not eligible for this benefit.

ARTICLE 18 – BEREAVEMENT LEAVE

Supervisors shall receive up to three (3) days for bereavement, memorials, family gathering or to attend funerals of members of the supervisor's immediate family defined as spouse, children, step-children, mother, father, brother, step-brother, sister, step-sister, grandchildren, grandparent, and step-grandparents of either the supervisor or supervisor's spouse. Up to two days shall be granted for the death of great-grandparents, aunt, uncle, nieces, nephews, or if the employee is asked to perform the service of a pallbearer. Funeral leave will be deducted from a separate city-held bank and not the supervisor's accrued leave time. Any additional time or other funerals is to be off from vacation time, PPL, compensatory time, or without pay. Funeral leave is per occurrence.

ARTICLE 19 – HEALTH AND WELFARE

- 19.1 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 supervisor's assent to and ratify the appointment of the trustee and plan administrator for the VEBA plan Trust identified in VEBA Attachment #1. It is intended that this arrangement constitutes a voluntary supervisor's 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.
- 19.2 Benefits provided through the VEBA Employer shall provide the following welfare benefit arrangement through the VEBA Plan. A health reimbursement arrangement for active employees.
- 19.3 Payment of Administrative Fee: Administrative fees allocable to individual accounts of active supervisors 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 supervisors shall be paid from the VEBA account and deducted from the total accrued amount of dollars that are allocated to that former supervisor 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.

19.4 Employer Contributions to the Health Reimbursement Arrangement for Active Supervisors:

Subd. 1 Contribution 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 supervisor who elects single coverage under the group health plan described in Subdivision 2; and

\$2,496 for each qualified supervisor who elects Employee + Spouse, Employee + Child(ren), or 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 to the individual account each period for those supervisors who elect single coverage, and \$832 to the individual account for each period for those supervisors 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 supervisor entering the VEBA plan on a date other than the first day of that month shall receive the entire supervisor contribution amount for the month in which they enter (i.e. a supervisor entering the VEBA plan anytime during the month of April would receive 9/12 of the total year supervisor 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 is no longer employed by the City of Chaska.

Subd. 2 High Deductible Health Plan/VEBA:

The 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 2021 benefit year, the Employer shall contribute an amount not to exceed \$932.00 toward the monthly premium cost for single group health coverage, and \$1,306.00 toward the monthly premium cost for Employee + Spouse, Employee + Child(ren), or Family group health coverage. The employer's contribution toward the employee's premium shall be negotiated on an annual basis. The employer contribution toward the employee's premium shall be negotiated on an annual basis.

Current supervisors 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).

19.5 HSA Qualified High Deductible Plans:

The employer shall also make available the group health plan described in summary and attached hereto as Insurance Attachment #2, to supervisors 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. The employer for 2021 shall contribute an amount not to exceed \$1,036.00 toward the monthly premium cost for single group health coverage, and \$1514.00 toward the monthly premium cost for Employee + Spouse, Employee + Child(ren), or Family group health coverage. The employer's 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 20.5, with the employer covering the administrative costs of the HSA accounts.

All supervisors 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 supervisor does not make a choice of plan coverage the Employer shall enroll the supervisor in the CORE medical benefit of the plan, which is the single-coverage VEBA high deductible medical plan.

- 19.6 EMPLOYER will permit permanently disabled or retired supervisors over 50 and under 67 years of age to participate in the City's group health, VEBA, and welfare insurance plan provided the supervisor pays 100% of the monthly premium for the plan chosen.
- 19.7 In addition to the City's contribution toward life insurance, supervisors shall be permitted to utilize a portion of cafeteria plan to purchase additional life insurance. (Long-term Disability, and long-term care insurance.)
- 19.9 The employer's 2023 contribution toward the employee's premium shall be negotiated on an annual basis.
- 19.10 Survivors Health Insurance Coverage: Shall be defined under Minnesota State Statute 299A.465 in the event of the death or injury of an active supervisor.
- 19.11 The Minnesota Health Care Savings Plan (HCSP) is an employer-sponsored program that allows Chaska Peace Officers to save money, tax-free, to use upon separation of employment to pay for eligible health care expenses, HCSP is a tax-free account, which means contribution, and eligible reimbursements are not reportable on state or federal income tax returns.

This program will enrich the City of Chaska's benefit plan. The City of Chaska appreciates peace officers, who through long-term service and dedication, contribute to making the city a successful and positive service provider. In recognition, the City acknowledges the following plan.

All eligible Chaska Supervisors under this contract shall participate in the Minnesota Post Employment Health Care Savings Plan established under Minnesota State Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the Supervisor will be deposited into the peace officer's post-employment health care savings plan account.

On January 1, the Supervisor and Employer contribution shall be per pay period based on the Supervisor's monthly base wage and shall be placed into the Supervisor's HCSP account.

4 Years of service or more: Employer contribution 1%

Supervisor contribution 3.5%

Supervisors with Paid Personal Leave (PPL) and/or Vacation shall contribute 50% of their accrued leave upon separation of employment/service into their health care savings plan account but no more than 200 hours, at their final hourly rate. This program is designed for all Supervisors of the Chaska Police DEPARTMENT that are members of LELS #447.

ARTICLE 20 – SEVERANCE PAY

- 20.1 For all supervisors the City will pay 100% of the accumulated unused vacation or PPL time. However, a supervisor who voluntarily terminates his employment must notify the City at least two weeks ahead of the termination date or the supervisor will forfeit the above severance pay. No severance pay will be given to any supervisor who is discharged from his position because of disciplinary reasons by the EMPLOYER.
- 20.2 Before the last day of service, a supervisor 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 21 – JURY DUTY

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

ARTICLE 22 – TRAINING

- 22.1 TRAINING: Is defined as continuing education for Peace Officers, which is necessary to promote and ensure professional competence.
- 22.2 A supervisor that is on a regularly scheduled day off who attends mandatory training shall be paid for group breaks during the training and is eligible to submit per diem requests for meals not provided during the training. 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 supervisor who attends training while off duty that is not mandatory but satisfies POST requirements or enhances or benefits job performance

and training have been approved by a department head or his/her designee shall be compensated at straight time up to FLSA limits. A supervisor who attends training on a regular scheduled off shall be paid for group breaks taken during the training and are eligible to submit per diem requests for meals not provided during the training.

- 22.4 FTO COMPENSATION: A supervisor shall be compensated two (2) hours of additional pay at the supervisor's current hourly rate for each shift or partial shift the supervisor is assigned to work as a Field Training Officer with a trainee, Community Service Officer or a CERT member. This includes initial orientation, firearms, Taser, use of force training, or evaluation of the trainee.
- 22.5 SCHEDULED SHIFT REPLACEMENT: A supervisor who attends a training that has been approved by a department head or his/her designee that replaces their regular scheduled normal shift, shall be compensated as stated in Article XII (HOURS OF WORK – normal shift) and shall be paid for group breaks taken during the training.
- 22.6 MEALS When a peace officer must stay overnight while traveling on official city business to attend professional training or conferences that are authorized and shall receive a per diem allowance for meals and incidental expenses at the daily federal Per Diem Rate authorized for the travel location. This rate can be found at: <http://www.gsa.gov/portal/content/142071>. Expenses exceeding authorized per diem allowances are the personal responsibility of the peace officer.

On the first and last day of travel, supervisors will be reimbursed using the GSA partial day rate for the first/last day of travel. If a full day of training occurs on a travel day, the total meals and incidentals per diem rate are reimbursed.

When meals are included as part of a conference, seminar, or registration fee, or provided by or paid for by third parties, supervisors must deduct those meals from the per diem reimbursement. Lodging is not included in per diems. Supervisors should make arrangements at the preferred conference hotels when possible. Supervisors may use a p-card for lodging or can request reimbursement with an original receipt. When supervisors are traveling on official city business to attend professional training or conferences and an overnight stay is not required, supervisors are still authorized and shall receive per diem allowance for the particular meals required for the day though they are not authorized incidental expenses. The City of Chaska will pay a modified per diem rate per meal based on the Federal Per Diem rate authorized at the travel location and in accordance with their meal (after looking up per diem rate for location, the meal rate breakdown can be found at <http://www.gsa.gov/portal/content/101518>).

Peace officers on official city business attending professional training or conferences that do not require an overnight stay shall receive a per diem allowance for the following meals (if not provided during the training or conference):

- Breakfast (if travel to the conference/training and/or the conference/training occurs prior to 7:00 a.m.)
- Lunch (if travel or the conference/training occurs during lunch)
- Dinner (if travel from the conference and/or the conference/training occurs after 6:00 p.m.)
 - The City of Chaska will pay the per diem rate per meal based on the Federal Per Diem authorized for the travel location. The meal rate breakdown can be found at <http://www.gsa.gov/portal/content/101518>. The per diem will be included in the employee's gross income and the appropriate taxes will be withheld if overnight travel is not required.

Expense claims must be submitted to finance within 15 business days of return from training/conference. Although it is no longer necessary to submit receipts for meals or incidental expenses, all other claimed expenses must have the appropriate documentation (lodging/Airfare receipts, mileage reimbursement log or map, etc.)

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.

Supervisors attending any training will receive straight time for travel time as defined by 22.7. Supervisors 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. Supervisors 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 supervisor shall receive straight time for air travel time. Air travel scheduled on a supervisor's normal work shift shall be considered a normal work shift.

ARTICLE 23 – NEGOTIATION MEETINGS

The UNION representative(s), or an authorized alternate, upon approval of the Department Head, may be absent from duty to attend union meetings.

For de minimis union activities, or when a union meeting is called, members shall be allowed to attend such meetings with Department Head approval, subject to calls, where police services are required and shall not count against the supervisor's break time.

ARTICLE 24 – UNIFORM/EQUIPMENT/TECHNOLOGY COMPENSATION

- 24.1 The City of Chaska will provide required approved initial issue uniforms and equipment items to all new supervisors.
- 24.2 The City of Chaska will provide for all badges (including maintenance and repair), patches (police, badge, shoulder and name, nameplates, insignia, and/or stitching) on uniforms. All departmental purchased items will remain the property of the City of Chaska. Upon termination, separation, or retirement from employment, all initially issued items and departmental patches, insignia, and nameplated shall be returned to the City of Chaska upon request.
- 24.3 The City of Chaska will provide supervisors with mandated OC spray, reflective vests, reflective rain jackets, and two (2) body-worn camera mounts, which will remain the property of the City of Chaska
- 24.4 Uniform items, clothing, and equipment worn while performing police duties (including footwear, watches, and eyewear) which are damaged or contaminated rendering it unwearable in the line of duty by an individual that is being arrested, detained, fought with, chased or that is seized as evidence shall be replaced in whole by the City of Chaska. Any restitution will be paid to the City of Chaska. A uniform item that is damaged as the result of wear and tear or while performing normal duties (other than described above) will be replaced at the cost to the supervisor from his/her uniform compensation.
- 24.5 The City of Chaska will annually provide each supervisor with an annual uniform and equipment compensation of **\$1,602.68 for 2022, and \$1,650.76 for 2023.**
- 24.6 It is recognized by the employer and the supervisor that supervisors have unique uniforms, and equipment needs above the beyond those of patrol officers. To address these additional requirements, the employer will provide the supervisors with additional annual uniform and equipment compensation of **\$456.29 for 2022, and \$469.97 for 2023.** This supervisor allowance will be paid in the same check as the normal uniform

allowance. For newly appointed supervisors, this amount will be available upon successful completion of their initial probation period. The allowance shall be prorated for the remaining months in the calendar year after probation ended.

- 24.7 Supervisors shall receive a monthly technology allowance of \$50, intended to offset the use of personal data/internet plans for work purposes, for a total of \$600 annually.
- 24.8. Uniform/equipment, and supervisor's uniform, shall be paid on or about January 1st of each year. All uniform/equipment and supervisor's uniform allowance once paid is considered compensation and shall not be returned to the City of Chaska.
- 24.9 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. An internal vest carrier shall be included with the purchase of body armor. Should the state funds for the purchase of law enforcement body armor be canceled 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.
- 24.10 All supervisors are required to purchase their own duty, backup, or off-duty weapon(s).

ARTICLE 25 – CELL PHONE

- 25.1 A supervisor will be provided a cell phone and usage plan by the City of Chaska

ARTICLE 26 – FALSE ARREST

The EMPLOYER shall provide False Arrest Insurance.

ARTICLE 27 – INJURED ON DUTY

- 27.1 Supervisors on an eight (8) hour work shift injured on duty will receive full pay for a maximum of 720 hours while unable to work due to such injury. Supplementary payments from the City will be deducted from a supervisor's accumulated sick leave, PPL, or vacation only after the 720 hours have expired per injury.
- 27.2 Any compensation payable to the supervisor under Workers Compensation insurance will be reported to the EMPLOYER. The EMPLOYER shall make supplementary

payments to the supervisor to make up the difference between workmen's compensation and his normal rate of pay. Supplementary payments from the City will be deducted from a supervisor's accumulated sick leave or vacation only after 720 hours of working days have expired. The employer shall pay a supplementary payment for the first 720 hours.

- 27.3 A supervisor 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 supervisor's attending physician as to the nature of the injury.
- 27.4 An supervisor who claims an absence from work due to an injury sustained on the job is subject to an examination to be made on behalf of and paid for by, the EMPLOYER. The examination shall be conducted by a person competent to perform such and will be designated by the EMPLOYER.
- 27.5 As provided for through the City of Chaska Worker's Compensation policy coverage, treatment for exposure and/or acquiring a communicable disease directly related to work-related activities shall be considered a workplace injury subject to all the benefits and employee requirements listed above in this section of the agreement.

ARTICLE 28 – PEACE OFFICER LICENSE

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

ARTICLE 29 – PROBATIONARY PERIOD

A probationary period for SUPERVISORS shall be one year from the date of promotion. If the Chief of Police does not feel a supervisor meets the expectations of a SUPERVISOR'S role during probation, they shall be assigned back immediately as a Sergeant. This does not affect situations where a supervisor could be terminated from employment for just cause.

ARTICLE 30 – FAMILY AND MEDICAL LEAVE ACT (FMLA)

A supervisor requesting leave under the (FMLA) shall at the supervisor's discretion, be able to take leave from an of the accrued leave time banks provided for by this contract, however, a supervisor will be limited to fifteen (15) days of sick leave use per occurrence.

Accrued leave time shall include PPL, Vacation, Sick Leave, Compensatory Time, and Floating Holiday Time.

The supervisor may request a leave of absence without pay, pursuant to the (FMLA), as well.

ARTICLE 31 – COMPENSATION

31.1. WAGES

Specialty pay for the Lieutenants position will be 7.5% more than the Sergeant base rate. The breakdown for each contract year is shown below:

2022: Monthly base wage is \$8,920.66 (Sergeant base rate) + 7.5% = \$9,589.71

The Employer and Union have agreed upon the following list of comparable agencies for wages: (Brooklyn Center, Champlin, Cottage Grove, Elk River, Golden Valley, Hastings, Hopkins, Inver Grove Heights, Minnetonka, Maplewood, New Brighton, Oakdale, Prior Lake, Savage, Shakopee, South St. Paul, Stillwater, and West St. Paul). The Employer and Union agree to obtain contract adjustments percentages for 2023 year from the aforementioned agencies. An analysis will be completed to find the percent average for those contract increases. If it is found that a 3% increase was lower than the average percent calculated in 2023, the difference will be applied to the base wages in (section 31.1) effective December 31, 2023, at 11:59 pm. The Employer and Union will negotiate wage increases for the subsequent contract.

31.2. LONGEVITY PAY

In addition to their base pay, supervisors will receive the following additional percent of their monthly pay:

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	11%

31.3 SUPERVISOR MONTHLY ON CALL

A supervisor shall receive 6 hours of straight time compensation based on the supervisor's normal hourly rate for each month. The time may be taken as pay or

compensatory time at the supervisor's discretion. A monthly on-call supervisor is expected to answer their phone or return a call as soon as possible or practical during the month they are the primary on-call supervisor. No other geographical or other restrictions shall apply.

31.4 SUPERVISOR ON-CALL INVESTIGATOR/DETECTIVE ON CALL

Supervisors assigned to investigator/detective "on-call" rotation shall receive 18 hours of straight time pay or compensatory time per week (7 days) or (2.5) hours per day for each day (except Saturday) on "on-call" at the supervisor's current hourly rate at the supervisor's discretion. Each day of "on-call" shall consist of 24 hours of "on-call" service.

31.5 Supervisors working investigative/detective "on-call" may have another peace officer substitute and fulfill their supervisor/detective "on-call" obligations. The substituting peace officer shall be the only one that shall receive supervisor/detective "on-call" compensation.

31.6 A Supervisor working "on-call" on a Saturday shall receive 3 hours of straight time pay or compensatory time at the peace officer's current hourly rate at the supervisor discretion.

31.7 A supervisor working investigative/detective "on-call" on a designated holiday as stated in 18.1 shall receive eight hours of straight time pay or compensatory time at the supervisor's discretion.

31.8 If a supervisor/detective "on-call" supervisor is requested to return to duty, that supervisor shall be compensated in accordance with article XV.

ARTICLE 32 – WORK OUT ON DUTY

32.1 The Chaska Police Department will implement a work schedule that provides time for a supervisor to exercise during their scheduled shifts, subject to the needs of the police department. The scheduled exercise time may be suspended for one or more supervisors, with just cause. A supervisor may utilize work out on duty as long as the supervisor works 50% of their assigned schedule shift.

ARTICLE 33 – DURATION

This AGREEMENT shall be effective as of the 1st of January 2022 and shall remain in full force and effect until the 31st day of December 2023 and shall automatically renew from year to year unless either party gives notice of their desire to modify or amend this agreement.

IN WITNESS THEREOF, the parties hereto have extended this AGREEMENT on this _____ day of _____, _____(year).

FOR (THE CITY OF CHASKA)

FOR (The UNION)

City Administrator **Matt Podhradsky**

Union Steward **Lieutenant Tony Kjorstad**

Date _____

Date _____

LELS Business Agent

