



AGENDA
CHASKA CITY COUNCIL
ONE CITY HALL PLAZA, CHASKA CITY HALL
Monday, March 04, 2019
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Swearing in of Nate Bostrom - Ward 2
4. Roll Call
5. Adopt Agenda
6. Visitor Presentation
 - 6.A. Cindy Nevins - Senior Living
7. Approve Previous Meeting Minutes
8. Consent Items
 - 8.A. Approve Massage Therapy Registration for Katherine McCabe
 - 8.B. Adopt Resolution 2019-16, Approving Peddler's Permit for A Whale of a Treat
 - 8.C. Adopt Resolution 2019-17, Establishing an Absentee Ballot Board for the Special Election
 - 8.D. Adopt Resolution 2019-19, Administrative Amendment for TIF District #12
 - 8.E. Adopt Resolution 2019-20, Administrative Amendment for TIF District #13
9. Action Items
 - 9.A. Adopt Resolution 2019-18 and Ordinance 961, Water Ordinance Revision - Prohibiting Non-Essential Watering

- 9.B. Approve the 2019-2020 Employment Union Contracts
- 10. Bills
 - 10.A. Accounts Payable Council Roster 3-4-19
- 11. Other Business
 - 11.A. Other Meeting Minutes
 - 11.A.i. Receive the minutes of the February 13, 2019 Planning Commission Meeting
- 12. Adjourn

EDA Meeting Immediately Following City Council

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
03/04/2019**

Subject: Massage Therapy Registration

Prepared By: Denise Wetzel, Senior Clerk

Katherine McCabe, 968 Bluff Point Dr. Chaska, Minnesota has made application to register as a Massage Therapist which will allow her to work as a massage therapist out of two locations: Good and Twisted Yoga at 1018 Gateway Drive and at KM Aligned at 968 Bluff Point Dr. in Chaska. She has provided the necessary documentation and paid the required fee.

Staff recommends approval of the registration application.

CITY COUNCIL ACTION REQUESTED

Motion to approve Massage Therapy Registration No. MTL 19-07 to allow Katherine McCabe to practice Therapeutic Massage out of Good and Twisted Yoga at 1018 Gateway Drive and KM Aligned at 968 Bluff Point Dr. in Chaska.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
03/04/2019**

Subject: Peddler Permit for A Whale of a Treat

Prepared By: Denise Wetzel – Senior Clerk

Penny Pollock, of A Whale of a Treat! 17979 Evener Way, Eden Prairie, Minnesota, has made application with the City of Chaska for a Peddler's Permit to vend frozen novelty items citywide from her Mercedes Benz van, plate number VBP1558. Ms. Pollock has had permits in previous years, with no complaints noted.

The required paperwork and fee of \$40 has been submitted. Staff recommends approval.

CITY COUNCIL ACTION REQUESTED

Motion to adopt resolution approving Peddler Permit No. PP. 19-01 in the name of Penny Pollock, DBA A Whale of a Treat! 17979 Evener Way, Eden Prairie, Minnesota, 55346, valid March 4, 2019 through October 31, 2019.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 03/04/2019 **RESOLUTION NO.** 2019-16

MOTION BY COUNCILMEMBER _____ **SECOND BY COUNCILMEMBER** _____

Resolution Approving Peddler Permit for A Whale of a Treat!

WHEREAS, Penny Pollock, of A Whale of a Treat! has made application for a peddler's permit, pursuant to Chaska Ordinance No. 291;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chaska, Minnesota, that the request for a peddler's permit for Penny Pollock of A Whale of a Treat! of 17979 Evener Way, Eden Prairie, Minnesota, which would allow her to vend ice cream novelties citywide for the period beginning March 4, 2019 through October 31, 2019 is hereby approved subject to the following conditions:

1. Failure to comply with any of the conditions of this license or the Chaska Code of Ordinances, Chapter 12, Article 11, Sections 31-42, shall result in immediate revocation of said permit.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 4th day of March 2019.

Mark Windschitl – Mayor

Attest: _____
Deputy Clerk

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
03/04/2019**

**Subject: Establish Absentee Ballot Board Judges
for 2019 Special Election**

Prepared By: Denise Wetzel, Senior Clerk

The Special Election will be held on Tuesday, May 14, 2019. It is required that before the candidate filing period starts, Council must establish an absentee ballot board for processing and counting of absentee ballots.

As per Minnesota Statute, judges performing ballot board duties must be of a different major political party. This condition will be met at all ballot board reviews. Deputy city clerks are exempt from party balance requirements. Judges are required to review absentee ballots within 5 days after receipt of voted ballots returned from the beginning of absentee ballot voting period through the 15th day before the election. Beginning the 14th day before the election voted ballots must be reviewed within 3 days beginning of the absentee ballot voting period.

Due to the uncertainty in the volume of absentee ballots that will be received absentee ballot board judges will be paid at a minimum of one hour. Rate of pay \$10.50 per hour.

Staff recommends the appointment of absentee ballot board judges as those persons listed on Exhibit A, and any additional individuals needed to work processing and counting absentee ballots.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution appointing those persons listed on Exhibit A as Absentee Ballot Board Judges for the Special Election, Tuesday, May 14, 2019.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 03/04/2019 **RESOLUTION NO.** 2019-17

MOTION BY COUNCILMEMBER _____ **SECOND BY COUNCILMEMBER** _____

Resolution Establishing an Absentee Ballot Board

WHEREAS, it is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board effective March 4th; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in the City of Chaska; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22, deputy city clerks or additional individuals needed to work trained in the processing and counting of absentee ballots;

THEREFORE, BE IT RESOLVED THAT, the City of Chaska hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22, deputy clerks or additional individuals needed to work to perform the task.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 4th day of March, 2019.

Mark Windschitl, Mayor

Attest _____
Deputy Clerk

EXHIBIT A

Absentee Ballot Board

Lname	Fname
Adjei	Nana Ama
Beebe	Ivy
Hipps	Joanne
Johnson	Joanne
Jones	Lucy
McCoy	Cheryl
Schmit	Jan

Staff Members

Lname	Fname
Callister	Ryan
Donavan	Sarah
Kabat	Nate
Schmid	Vicki
Wetzel	Denise
Wipf	Stephanie
Wright	Kevin

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
03/04/2019**

Subject: Administrative Amendment for Tax Increment Financing District #12

Prepared By: Kelly Grinnell, Finance Manager

Reviewed By: Nate Kabat, Assistant City Administrator

The purpose of the administrative amendment to the Tax Increment Financing (TIF) Plan for TIF District #12 is to make a line-item adjustment to the estimated uses of funds. This amendment will not increase the overall size of the budget but will clarify the EDA's intent to pool available tax increment revenues from TIF District #12 to finance eligible housing projects within the project area. When TIF District #12 was created, it was the EDA's intent to pool available increments for other projects. This amendment further clarifies the EDA's intent to annually transfer available increment for financing of eligible affordable housing activities.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution Approving Administrative Modification to the Tax Increment Financing Plan for Tax Increment Financing District No. 12.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE MARCH 4, 2019 **RESOLUTION NO.** 2019-19

MOTION BY COUNCILMEMBER _____ **SECOND BY COUNCILMEMBER** _____

**Resolution Approving Administrative Modification to the Tax Increment Financing
Plan for Tax Increment Financing District No. 12**

WHEREAS, the City of Chaska, Minnesota (the "City") and the Chaska Economic Development Authority in and for the City of Chaska (the "EDA") previously established Redevelopment Project Area No. 4 (the "Redevelopment Project") pursuant to Minnesota Statutes, Sections 469.001 through 469.047, as amended (the "HRA Act"); and

WHEREAS, on July 1, 2002, the City approved a Tax Increment Financing Plan (the "TIF Plan") for Tax Increment Financing District No. 12 (the "TIF District") located within the Redevelopment Project, pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "TIF Act"), and on July 1, 2002, the City also approved establishment of the TIF District; and

WHEREAS, the City and EDA have determined the uses of funds detailed in the TIF Plan for TIF District need to be modified in order to correspond with the intent of pooling a portion of the tax increment revenues for certain eligible housing activities within the Redevelopment Project; and

WHEREAS, pursuant to Section 469.175, subd. 4(b) of the TIF Act, a tax increment financing plan may be modified without public hearing or the findings required to be made for the original tax increment financing plan if the modification does not include (i) any reduction or enlargement of the geographic area of the project or tax increment financing district; (ii) an increase in the amount of bonded indebtedness; (iii) a determination to capitalize interest on debt if that determination was not a part of the original plan; (iv) an increase in the portion of the captured net tax capacity to be retained by the City; (v) an increase in the estimated cost of the project, including administrative expenses, to be paid or financed with tax increment from the district; or (vi) the designation of additional property to be acquired by the authority; and

WHEREAS, the proposed modification to the TIF Plan consists of revised line items of expenditures as provided in Exhibit A attached to this Resolution but does not increase the total estimated cost of the project or the total amount of bonded indebtedness.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Chaska, Minnesota as follows:

1. The administrative modification to the TIF Plan is hereby approved in substantially the form on file in City Hall and attached hereto as Exhibit A.
2. The Finance Manager is authorized to forward a copy of the modified TIF Plan to the Department of Revenue and the State Auditor pursuant to Minnesota Statutes 469.175, subd.4a.
3. The Finance Manager is authorized and directed to forward a copy of the TIF Plan to Carver County for information purposes.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 4th day of March 2019.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

EXHIBIT A

Chaska Tax Increment Financing District #12 Clover Fields Plan Budget

	Original Adopted Plan	Modification No. 1
ESTIMATED TAX INCREMENT REVENUES (from tax increment generated by the district)		
Tax Increment revenues distributed from the county	\$ 15,875,000	\$ 15,875,000
Total Estimated Tax Increment Revenues	\$ 15,875,000	\$ 15,875,000
 ESTIMATED PROJECT/FINANCING COSTS (to be paid or financed with tax increment)		
Project costs		
Land/building acquisition	\$ 7,000,000	\$ 4,000,000
Site improvements/preparation costs	\$ 475,000	\$ 475,000
Utilities	\$ 2,000,000	\$ 2,000,000
Other public improvements	\$ 400,000	\$ 400,000
Construction of affordable housing	\$ -	\$ 3,000,000
Administrative costs	\$ 1,500,000	\$ 1,500,000
Estimated Tax Increment Project Costs	\$ 11,375,000	\$ 11,375,000
Estimated financing costs		
Interest expense	\$ 4,000,000	\$ 4,000,000
Total Estimated Project/Financing Costs to be Paid From Tax Increment	\$ 15,375,000	\$ 15,375,000

**City of Chaska, Minnesota
Chaska Economic Development Authority**

Tax Increment Financing Plan

for

**Tax Increment Financing (Housing)
District No. 12**

Dated: July 1, 2002

Administrative Amendment Dated: March 4, 2019

Anticipated Approval Dated: March 4, 2019

Prepared by:

**SPRINGSTED INCORPORATED
380 Jackson Street, Suite 300
St. Paul, MN 55101-2887
(651) 223-3000
*WWW.SPRINGSTED.COM***

Introduction

The purpose of the Administrative Amendment to the Tax Increment Financing Plan for Tax Increment Financing District No. 12 is to make a line-item adjustment to the Estimated Uses of Funds. This amendment will not increase the overall size of the budget but will clarify the EDA's intent to pool available tax increment revenues from TIF District No. 12 to finance eligible housing projects within the Project Area. The section specifically being modified is Subsection 2-10. This amendment does not reflect all the legislative changes that have occurred since original adoption and may not reflect fully the financial ramifications of all the TIF and property tax system changes.

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SECTION I – MODIFICATION TO THE REDEVELOPMENT PLAN FOR CHASKA FLOOD CONTROL REDEVELOPMENT PROJECT NO. 4

SECTION II – TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING DISTRICT NO. 12

Section	Page(s)
Subsection 2-10 Uses of Funds.....	1

Subsection 2-10. Uses of Funds

The estimate of public costs and uses of funds associated with the District is outlined in the table below.

Administrative Modification	Original TIF Plan	
	USES OF FUNDS	TOTAL
		TOTAL
	Land/Building Acquisition	\$7,000,000
	Site Improvements/Preparation	\$475,000
	Public Utilities	\$2,000,000
	Other Public Improvements	\$400,000
	Construction of Affordable Housing	\$0
	Administrative Costs (up to 10%)	\$1,500,000
	PROJECT COSTS TOTAL	\$11,375,000
	Interest	\$4,000,000
	TOTAL FINANCING AND PROJECT COSTS	\$15,375,000

The above budget is organized according to the Office of the State Auditor (OSA) reporting forms.

Estimated costs associated with the District are subject to change among categories without a modification to this Plan. The cost of all activities to be considered for tax increment financing will not exceed, without formal modification, the budget above pursuant to the applicable statutory requirements. The EDA may expend funds for qualified housing activities outside of the District boundaries.

In accordance with this administrative modification, the estimated uses of funds will not increase, however line-item adjustments will be made to several categories to clarify the EDA's intent on the use of tax increment funds. The EDA intends to use tax increment to fulfill current obligations of the district, which includes a developer pay-as-you-go note, as well as administrative expenditures. The remaining budget authority of the district will be reserved for the financing of qualified housing activities outside of the District. The EDA intends to use all available increment from this district, after current district obligations, for pooling to eligible affordable housing projects.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
03/04/2019**

Subject: Administrative Amendment for Tax Increment Financing District #13

Prepared By: Kelly Grinnell, Finance Manager

Reviewed By: Nate Kabat, Assistant City Administrator

The purpose of the administrative amendment to the Tax Increment Financing (TIF) Plan for TIF District #13 is to make a line-item adjustment to the estimated uses of funds. This amendment will not increase the overall size of the budget but will clarify the EDA's intent to pool available tax increment revenues from TIF District #13 to finance eligible housing projects within the project area. When TIF District #13 was created, it was the EDA's intent to pool available increments for other projects. This amendment further clarifies the EDA's intent to annually transfer available increment for financing of eligible affordable housing activities.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution Approving Administrative Modification to the Tax Increment Financing Plan for Tax Increment Financing District No. 13.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE MARCH 4, 2019 **RESOLUTION NO.** 2019-20

MOTION BY COUNCILMEMBER _____ **SECOND BY COUNCILMEMBER** _____

**Resolution Approving Administrative Modification to the Tax Increment Financing
Plan for Tax Increment Financing District No. 13**

WHEREAS, the City of Chaska, Minnesota (the "City") and the Chaska Economic Development Authority in and for the City of Chaska (the "EDA") previously established Redevelopment Project Area No. 4 (the "Redevelopment Project") pursuant to Minnesota Statutes, Sections 469.001 through 469.047, as amended (the "HRA Act"); and

WHEREAS, on August 19, 2002, the City approved a Tax Increment Financing Plan (the "TIF Plan") for Tax Increment Financing District No. 13 (the "TIF District") located within the Redevelopment Project, pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "TIF Act"), and on August 19, 2002, the City also approved establishment of the TIF District; and

WHEREAS, the City and EDA have determined the uses of funds detailed in the TIF Plan for the TIF District need to be modified in order to correspond with the intent of pooling a portion of the tax increment revenues for certain eligible housing activities with the Redevelopment Project; and

WHEREAS, pursuant to Section 469.175, subd. 4(b) of the TIF Act, a tax increment financing plan may be modified without public hearing or the findings required to be made for the original tax increment financing plan if the modification does not include (i) any reduction or enlargement of the geographic area of the project or tax increment financing district; (ii) an increase in the amount of bonded indebtedness; (iii) a determination to capitalize interest on debt if that determination was not a part of the original plan; (iv) an increase in the portion of the captured net tax capacity to be retained by the City; (v) an increase in the estimated cost of the project, including administrative expenses, to be paid or financed with tax increment from the district; or (vi) the designation of additional property to be acquired by the authority; and

WHEREAS, the proposed modification to the TIF Plan consists of revised line items of expenditures as provided in Exhibit A attached to this Resolution but does not increase the total estimated cost of the project or the total amount of bonded indebtedness.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Chaska, Minnesota as follows:

1. The administrative modification to the TIF Plan is hereby approved in substantially the form on file in City Hall and attached hereto as Exhibit A.
2. The Finance Manager is authorized to forward a copy of the modified TIF Plan to the Department of Revenue and the State Auditor pursuant to Minnesota Statutes 469.175, subd.4a.
3. The Finance Manager is authorized and directed to forward a copy of the TIF Plan to Carver County for information purposes.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 4th day of March 2019.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

EXHIBIT A

Chaska Tax Increment Financing District #13 North Meadows Plan Budget

	Original Adopted Plan	Modification No. 1
ESTIMATED TAX INCREMENT REVENUES (from tax increment generated by the district)		
Tax Increment revenues distributed from the county	\$ 4,100,000	\$ 4,100,000
Total Estimated Tax Increment Revenues	\$ 4,100,000	\$ 4,100,000
 ESTIMATED PROJECT/FINANCING COSTS (to be paid or financed with tax increment)		
Project costs		
Land/building acquisition	\$ 500,000	\$ 1,000,000
Site improvements/preparation costs	\$ 500,000	\$ -
Utilities	\$ 90,000	\$ 90,000
Other public improvements	\$ 1,100,000	\$ -
Construction of affordable housing	\$ -	\$ 1,100,000
Administrative costs	\$ 410,000	\$ 410,000
Estimated Tax Increment Project Costs	\$ 2,600,000	\$ 2,600,000
Estimated financing costs		
Interest expense	\$ 1,500,000	\$ 1,500,000
 Total Estimated Project/Financing Costs to be Paid From Tax Increment	 \$ 4,100,000	 \$ 4,100,000

City of Chaska, Minnesota Chaska Economic Development Authority

Tax Increment Financing Plan

for

Tax Increment Financing (Housing) District No. 13

Dated: August 19, 2002

Administrative Amendment Dated: March 4, 2019

Anticipated Approval Dated: March 4, 2019

Prepared by:

**SPRINGSTED INCORPORATED
380 Jackson Street, Suite 300
St. Paul, MN 55101-2887
(651) 223-3000
*WWW.SPRINGSTED.COM***

Introduction

The purpose of the Administrative Amendment to the Tax Increment Financing Plan for Tax Increment Financing District No. 13 is to make a line-item adjustment to the Estimated Uses of Funds. This amendment will not increase the overall size of the budget but will clarify the EDA's intent to pool available tax increment revenues from TIF District No. 13 to finance eligible housing projects within the Project Area. Upon TIF District No. 13 creation, it was the EDA's intent to pool available increments for other projects. This amendment further clarifies the EDA's intent to annually transfer available increment for financing of eligible affordable housing project activities. The section specifically being modified is Subsection 2-10. This amendment does not reflect all the legislative changes that have occurred since original adoption and may not reflect fully the financial ramifications of all the TIF and property tax system changes.

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SECTION I – MODIFICATION TO THE REDEVELOPMENT PLAN FOR CHASKA FLOOD CONTROL REDEVELOPMENT PROJECT NO. 4

SECTION II – TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING DISTRICT NO. 13

Section	Page(s)
Subsection 2-10 Uses of Funds.....	1

Subsection 2-10. Uses of Funds

The estimate of public costs and uses of funds associated with the District is outlined in the table below.

Administrative Modification	Original TIF Plan	
	USES OF FUNDS	TOTAL
		TOTAL
	Land/Building Acquisition	\$500,000
	Site Improvements/Preparation	\$500,000
	Public Utilities	\$90,000
	Other Public Improvements	\$1,100,000
	Construction of Affordable Housing	\$0
	Administrative Costs (up to 10%)	\$410,000
	PROJECT COSTS TOTAL	\$2,600,000
	Interest	\$1,500,000
	TOTAL FINANCING AND PROJECT COSTS	\$4,100,000

The above budget is organized according to the Office of the State Auditor (OSA) reporting forms.

Estimated costs associated with the District are subject to change among categories without a modification to this Plan. The cost of all activities to be considered for tax increment financing will not exceed, without formal modification, the budget above pursuant to the applicable statutory requirements. The EDA may expend funds for qualified housing activities outside of the District boundaries.

In accordance with this administrative modification, the estimated uses of funds will not increase, however line-item adjustments will be made to several categories to clarify the EDA's intent on the use of tax increment funds. The EDA intends to use tax increment to fulfill current obligations of the district, which includes a developer pay-as-you-go note, as well as administrative expenditures. The remaining budget authority of the district will be reserved for the financing of qualified housing activities outside of the District. The EDA intends to use all available increment from this district, after current district obligations, for pooling to eligible affordable housing projects.

REQUEST FOR ACTION CHASKA CITY COUNCIL 03/04/2019

Subject: Chaska Water Ordinance Revision- Prohibiting Non-Essential Watering from 12:00 pm to 4:00 pm (May 1 to September 30)

Prepared By: Matt Haefner, Water & Sewer Director

As part of ongoing water conservation efforts mandated by the State of MN, a restricted time of use of non-essential watering is being proposed.

Non-essential watering is defined in Chaska's Ordinance as lawn and garden sprinkling, irrigation, car washing and other non-potable uses. As much as 25% of irrigation water can evaporate in hot and windy conditions during the summer months.

Other communities using restricted watering times are, Eden Prairie (12-5), Victoria (10-5), Waconia (9-7), Jordan (10-6), Shakopee (12-5), Prior Lake (10-5), Savage (12-5)

Staff proposes to prohibit non-essential water from 12:00 pm to 4:00 pm, during the odd/even period which is May 1 to September 30.

CITY COUNCIL ACTION REQUESTED

Motion to Adopt Resolution, authorizing the revision of Chaska Ordinance, Chapter 25, Section 10 Restricted Hours of Use of Water.

CITY OF CHASKA
CARVER COUNTY, MINNESOTA
RESOLUTION

DATE: 03/04/2019 **RESOLUTION NO.** 2019-18

MOTION BY COUNCILMEMBER _____ **SECOND BY COUNCILMEMBER** _____

A Resolution Authorizing
The Revision of Chaska Ordinance, Chapter 25,
Section 10 Restricted Hours of Use

WHEREAS, the State of Minnesota mandates conservation efforts by municipalities.

WHEREAS, Non-essential watering is defined in Chaska's Ordinance as lawn and garden sprinkling, irrigation, car washing and other non-potable uses; and

WHEREAS, 25% of irrigation water can evaporate in hot and windy conditions during summer months; and

WHEREAS, Chaska proposes to prohibit non-essential water from 12:00 pm to 4:00 pm, during odd/even period which is May 1 to September 30.

WHEREAS, Recreational activities that use water are exempt from this restriction.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Chaska, Minnesota, does hereby authorize the revision of Chaska Ordinance, Chapter 25, Section 10 Restricted Hours of Use.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 4th day of March, 2019.

Mark Windschitl, Mayor

Attest _____
Chaska Deputy Clerk

ORDINANCE NO. 961

AN ORDINANCE AMENDING CHAPTER 25; WATER ORDINANCE, ARTICLE 1, SECTION 10 RESTRICTED HOURS OF USE OF WATER.

MOTION BY COUNCILMEMBER _____, SECOND BY COUNCILMEMBER _____

THE CITY COUNCIL OF THE CITY OF CHASKA DO ORDAIN:

Section I: Section 10, Chapter 25, of the Code of Ordinances, City of Chaska, Minnesota is hereby amended to read as follows:

Section 10. – Restricted hours of use of water

Use of the City water supply system for lawn and garden sprinkling, irrigation, car washing, or other non-**essential** uses shall be limited to an odd/even schedule corresponding to property address effective each year from May 1 to September 30. **Between the hours 12:00 pm and 4:00 pm all lawn and garden sprinkling, irrigation, car washing, or other non-essential uses is prohibited.** Recreational activities that use water are exempt from this restriction. Whenever the City Council shall determine that a shortage of water threatens the City, it may, by Resolution, limit the times and hours during which water may be used from the City water supply; said Resolution shall state the date upon which it shall become effective, and shall be made public through whatever means of communication the Council deems appropriate and reasonable. The **Water & Sewer Director** may, on a temporary basis, issue a total ban on above water uses, without prior approval from the City Council, after contacting the City Administrator. Twenty-four (24) hours after said Resolution becomes effective any water customer who shall cause or permit water to be used in violation of said resolution shall be deemed in violation of this section and shall be subject to the penalties as set forth in Section 08 of [Chapter 1](#). Each day said violation continues shall be considered a separate and distinct violation hereof; continued violation is hereby prohibited and shall be cause of discontinuance of water service. Special permit consideration will be given for those property owners with new seed or sod.

Section II. Effective Date. This Ordinance shall be in full force and effect from and after its date of passage, adoption, and publication according to law.

Passed and adopted by the City Council of the City of Chaska, Minnesota this 4TH day of March, 2019.

Windschitl, Mayor

Attest: _____

Deputy Clerk

REQUEST FOR ACTION CHASKA CITY COUNCIL 3/04/2019

Subject: 2019-2020 Union Contracts

Prepared By: Matt Podhradsky, City Administrator

The City of Chaska has three bargaining units representing about half of our employees, with the other half being non-union employees. The 3 bargaining units that we have include:

- Teamsters Local 320: Representing all employees except support and Department Heads in the Water/Sewer, Public Works, Electric and Golf Maintenance Departments
- Law Enforcement Labor Services Local 385: Representing all our supervisors within the Police Department
- Law Enforcement Labor Services Local 210: Representing all our Patrol Officers and Investigative Officers within the Police Department

With our last contract having expired at the end of 2018, I have been meeting for several months with representatives of each of these bargaining units to negotiate the next contract, with the following objectives being utilized to help drive this process:

- A. Maintain a competitive wage scale for members of the bargaining units in comparison to other metro communities between 25,000- 35,000 residents
- B. Recognize that the average cost-of-living increases of other similar Metro Communities, including the Cities surrounding Chaska, have been approximately 3%.
- C. Recognize that a significant concern of employees is the potential continued escalation of insurance costs, and that the City's contribution towards the employee benefits package should be comparable to other similar Metro Communities.
- D. Recognize that employees in the City of Chaska are dedicated to the City and very productive public servants.
- E. Recognize that one of our Organizational Values is a "Commitment to our Employees".
- F. Recognize that the City's financial resources are limited.

The typical contract length that we have sought in the past has been 2 years. This has been effective both because it creates stability for the City and our Union employees, and it creates predictability in budgeting on an annual basis. You will see the contracts in front of you tonight are proposed to be for 2 years, covering both 2019 and 2020. It should also be noted that what is being proposed for our Union contracts is very similar to what is budgeted and planned for for our non-union employees as well. This equity between our Unions and our non-union employees has been critical in the past, and helped demonstrate that we value all of our employees.

Focus of Proposed Contracts

Besides the typical discussions that we have each contract period, such as defining the market for COLA increases, and also determining the percentage increase for Employer Contributions towards employee benefits, the main focus of our discussion during this contract period was how to work on getting our employee's wages up to average for comparable cities in our market comparison.

This discussion was driven because of the recent Pay Classification Study the City of Chaska had been working to complete over the past two years-the first complete pay study the City had completed since 1986 when our Pay Classification Program was started. The goal of this Pay Classification Study was to work from the "ground up" making sure that all job descriptions were current and accurately reflected the duties of each job, that these jobs were then properly scored to determine where they should fall within our Pay Classification System, and to adjust employee's salaries for those whose position in the Pay Classification System had changed and they no longer fell within the defined range of salaries.

In addition to this work, the Pay Classification Study also included a Market Analysis, comparing the positions within our City to comparable positions in similarly-sized/similar service Cities across the Metro Area. The purpose of this study was to see if our positions were being compensated at a comparable level to others in the Metro Area based on the number of years an employee had been within a specific position. This analysis was completed for both union and non-union employees.

The result of this analysis was that we found that several of our positions within the City were being compensated at levels below what the market average was for similar positions within the Metro Area. This issue was compounded by the fact that through the results of a Staffing Study we have recently been working on, many of our departments have been staffed at a lower level than what is sustainable or found in other comparable cities, meaning that many of our employees have been working at a lower than comparable wage, while at the same time taking on more duties than comparable jobs in the market. This data confirmed much of the anecdotal evidence we have seen over the past several years.

With one of our Core Organizational Values being a "Commitment to our Employees" and the tight labor force and the large number of retiring employees driving us to need to be competitive in the market to attract the best workforce, we felt that it was important to tackle this issue during this contract, but over a two-year period to make it easier from an economic perspective to be able to reasonably accommodate within our City-wide budget.

To this end, what you will see this contract doing to address this issue (and what you will soon see being presented to deal with this with non-union employees is to divide any changes to pay into two areas:

1. All employees will see the 3% annual COLA increase to their salary
2. All employees falling below the market average for salary (based on the number of years of service it should take to get to the average market pay), will see their wage

increased to market average over a two-year period, with half of the adjustment coming in 2019 and half coming in 2020.

What this will mean in practicality is that every position will see the normal 3% COLA increase, but only some of the positions will see a market average adjustment. By addressing it this way, we make sure that all of our employees keep up with the Cost-of-living over the next two-year period, but that by the end of the contract period we can make sure that all of the employees have their wages at least market average by the end of 2020. Across the entire organization, this has an additional cost to our budget of approximately \$200,000 per year which we feel is feasible within our current budget structure, as pieces of this come from each of our ten different departments, which also include our Enterprise Funds.

This change would be a major accomplishment of this contract period, and help us to meet the first objective of our contract negotiation goals which is "*Maintain a competitive wage scale for members of the bargaining units in comparison to other metro communities between 25,000-35,000 residents*".

Besides this change, the only other major economic component of our contract negotiations is our Employer Contribution towards our Employee's benefit package. As you will see in the draft contracts, and which the Council approved during the 2019 budgeting process, the proposed increase to our Employer Benefit Contribution is 6% in both 2019 and 2020. This matches up with what we budgeted in 2019 and represents half of the increase in medical premiums the City is experiencing for 2019, which was a 12% increase in premiums. It should be noted that this Employer Benefit Contribution goes towards the purchase of all of our employee benefit offerings in our Cafeteria Plan.

Addition Contract Changes

Besides the Salary and Employer Benefit Changes described above, the following changes are being proposed to each contract. It should be noted that each of these changes' fits within our approved budget or are ones that Staff would agree are reasonable/appropriate changes to the contract.

LELS and Sergeant/Supervisor Police Contract:

- **Hours of work:** There was additional language added that gives Officers and Sergeants one hour of additional pay or comp time when they work the weekend of a Bonspiel, River City Days, Labor Day, and Memorial Day.
- **Court time:** Added language that if an Officer or Sergeant is subpoenaed in private party litigation in an incident that occurred within the scope of employment at City of Chaska, then the Officer shall receive court time pay.
- **Call back time:** Increased call back pay to 3 hours if an officer is called in outside of normal shift. This was set to match Public Works.
- **Meals:** Changed language within meals and travel to match the overall city policy so it was consistent.
- **Injured on Duty:** Clarified language in this section to simplify how officers and Sergeants are paid if they are fully out of work on workers compensation or partially out of work on workers compensation and clarified the difference for officers that work 8-hour days versus 10-hour days and how that is compensated.
- **Insurance contributions:** These were increased by 6% for 2019 and 2020.

- **HCSP:** The police are adding a program through the Minnesota State Retirement System called a Health Care Saving Plan (HCSP). This is an employer sponsored program that allows officers to save money, tax free, to use upon separation of employment to pay for eligible health care expenses. Once this is voted in by a group, all participants in that contract are required to participate. For officers with 4-10 years of experience the employer contribution will be .5% and the employee contribution will be .5%. For 11+ years the employer contribution remains the same while the employee increases to 1%. For sergeants the employer contribution will be .5% for 5+ years, and 2% employer contribution.
- **Uniform Allowance:** Uniform allowance for 2019 increased to \$1481 and for 2020 increased to \$1511. Also, some additional language was added for certain uniform requirements to be added: internal vest carrier and an additional body worn camera.
- **Compensation:** Training/instructor pay was increased by \$120 for the year. Also, Officers differential pay rate was increase to .75 cents per hour.
- **Time off:** Cash out of PPL hours to fund deferred compensation was increased to 50 hours.

Teamsters Contract:

- **Recognition:** Added a Greenskeeper II level. Prior there was a I and III we wanted to match it up with our Maintenance workers.
- **Work Schedules:** We added that when a lead position is vacant for 24+ days that the senior most qualified person will be placed into the role on an interim basis.
- **Call Back:** There was an addition in language that if an employee is called back between 9 pm and 7 am that they would be paid 2x their hourly rate of pay outside of their regular scheduled shift.
- **On call/Standby pay:** Increased on call pay for plowing from 3 hours to 5 hours per week. Also, we added that if workers on call receive phone calls after hours and must trouble shoot over the phone, they will receive a half hour to an hour of pay depending on time of call.
- **Uniforms:** Uniform allowance will increase by \$30 for 2019 and \$30 for 2020.
- **Incentive pay program:** Increasing by 3% for each year. In addition, we will be working with the Electric department to develop an incentive pay program for them.

Attached to this staff report is a draft of each of the Union Contracts. Staff is recommending adoption of each of these contracts, which would officially go into place as of January 1, 2019.

CITY COUNCIL ACTION REQUESTED

Motion to approved employment contracts for 2019-2020 between the City of Chaska and Teamsters Local 320, LELS Local 210, and LELS Local 385, with these agreements becoming effective January 1, 2019.

LABOR AGREEMENT

BETWEEN

THE CITY OF CHASKA

AND

LAW ENFORCEMENT LABOR SERVICES

Local #385

JANUARY 1, 2019 THROUGH DECEMBER 31, 2020

ARTICLE I - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2017, between the City of Chaska, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc. (LELS) Local #385 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 Minnesota Statutes, Section 179.67, Subdivision 3, and Section 179.71, Subdivision 3, for all personnel in the following job classifications:

Sergeant

- 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 #385.
- 3.2 UNION MEMBER: A member of LAW ENFORCEMENT LABOR SERVICES, INC. Local #385
- 3.3 SUPERVISOR: A member of the exclusively recognized bargaining unit LELS #385.
- 3.4 DEPARTMENT: The Chaska Police Department.
- 3.5 EMPLOYER: The City of Chaska.
- 3.6 UNION OFFICER: Sergeant(s) elected or appointed by the Union.

- 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 DEPARTMENT HEAD: The Chief.
- 3.10 SENIORITY: Length of continuous service with the employer.
- 3.11 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- LUNCH BREAK: A paid thirty (30) minute period during the scheduled/normal shift.
REST BREAK: Two fifteen (15) minute periods during the scheduled hours of normal shift.

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 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 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 VII - 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 an 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 an UNION REPRESENTATIVE have notified and received the approval of the designated EMPLOYER REPRESENTATIVE 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 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 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 EMPLOYER'S 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 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 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 on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at the 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 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 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 request of either party.

ARTICLE IX - Hours of Work:

- 9.1 The normal work year is two thousand eighty (2,080) hours to be accounted for by each employee through:
- a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training, and authorized leave time.
- 9.2 Holiday pay is to be calculated based on the supervisor's assigned shift. Authorized leave time is to be calculated based on the supervisor's assigned shift. A supervisor that works on a holiday shall receive the actual length of their assigned shift for the holiday hours worked.
- 9.3 Nothing contained in this Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 9.4 Supervisors shall be granted 30-minute paid lunch during a shift that the supervisor remains on continual duty. Break time allowance is part of the normal annual average workweek of forty hours. Employer may require that the lunch be taken at the work site.
- 9.5 A supervisor shall be compensated at the supervisors hourly rate one (1) hour of additional pay at straight time or compensatory time at the supervisors discretion when he/she works their entire assigned work shift on the Friday and/or Saturday of Bonspeil Community Event, Friday and/or Saturday of River City Days, and the Saturday and/or Sunday of Labor Day, and Memorial Day weekends. A supervisor on overtime does not qualify for the one (1) hour of additional pay.

ARTICLE X - SENIORITY

- 10.1 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 on the basis of time in grade and time within specific classifications.
- 10.2 A reduction of work force 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.
- 10.3 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 employees have a (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) days automatically grants permission to that requesting officer.

- 10.4 Seniority shall prevail. Senior qualified SUPERVISORS shall have first preference on the job.

ARTICLE XI - DISCIPLINE

- 11.1 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
- 11.2 Suspension, demotions and discharges will be in written form.
- 11.3 Written reprimands, notice of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Supervisors will receive a copy of such reprimands and/or notices.
- 11.4 Supervisors may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.5 Discharges will be preceded by a five (5) day suspension without pay.
- 11.6 Supervisors will not be questioned concerning an investigation of disciplinary action unless the supervisor has been given an opportunity to have an UNION representative present at such questioning, as defined in the Peace Officer Discipline Procedures Act- Minnesota State Statute 626.89.
- 11.7 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article VII.
- 11.8 A supervisor 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 supervisor's personnel files.

ARTICLE XII - CONSTITUTIONAL PROTECTION

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

ARTICLE XIII - OVERTIME

- 13.1 Supervisors will be compensated at one and one-half times the supervisor's regular base pay rate for hours worked in excess of the supervisor's regularly scheduled shift. Changes of shifts do not qualify a supervisor 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 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.
- 13.3 Overtime will be distributed as equally as practicable.
- 13.4 Overtime refused by supervisors will for records purpose be considered as unpaid overtime worked.
- 13.5 For the purpose of computing overtime compensation overtime hours worked shall 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 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 supervisor's base pay rate or (3) hours minimum compensatory time at (1-1/2) times the supervisors base pay rate at the supervisors 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.
- 14.2 A supervisor who is scheduled for court during his/her off duty time shall check the Carver County Attorney's website after 4:30pm the day prior to confirm if their Court case is still listed. If the supervisor is not cancelled by email, phone, or on the website prior to 4:30PM the business day prior, a supervisor shall receive two (2) hours of pay at 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.
- 14.3 A supervisor formerly employed by the Chaska Police Department shall be paid their last earned hourly wage for any court time performed.
- 14.4 In the event a supervisor is subpoenaed to testify in a 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 set forth 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 XV – 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 XVI - VACATIONS

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

<u>Years of Service</u>	<u>Hours earned per month</u>
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)

16.2 A supervisor may not accumulate vacation leave in an amount greater than one and one-half (1 1/2) times the amount that the supervisor earns in one years' time without the employers written approval.

16.3 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.

- 16.4 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.
- 16.5 PPL time may be used in increments of less than 30 minutes.
- 16.6 Supervisors under the PPL and/or vacation plan shall receive three floating holidays (24 hours) and observe the same holidays as stated in Article 18.1.
- 16.7 For the purpose of PPL the definition of good standing means that the supervisor must give a minimum 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.

- 16.8 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 their paycheck. A supervisor must have a minimum of 80 hours in their PPL bank to utilize this.

ARTICLE XVII - SICK LEAVE

- 17.1 A supervisor who has not elected the PPL plan shall accumulate one day of sick leave per month.
- 17.2 Sick leave usage shall be subject to approval and verification by the Department Head, who may require the supervisor 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 (9): January 1 (New Year's Day), 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 (3) floating holidays. A Supervisor may carry over 16 hours of floating holiday time from year to year.
- 18.2 For supervisors 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 supervisor shall be paid or given equal time off when it is necessary to schedule a supervisor to work on one of the official holidays. The pay or time off shall be at the discretion of the Department Head or the City Administrator. Should the Administrator or Department Head choose to pay the supervisor, the supervisor whose scheduled 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.
- 18.4 A supervisor regularly scheduled to work any shift or assignment on an official holiday who has been removed from the schedule by the employer (Deviating from their normal work rotation/schedule), shall not be required to use vacation, PPL or compensatory time hours to equal the number of hours the supervisor is short for their assigned shift or assignment. The supervisor will be paid the additional two (2) hours as straight time and be applied to their 2080 hours.

- 18.5 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.
- 18.5 A supervisor not scheduled to work on a holiday will receive holiday pay based on an eight (8) hour day. A supervisor that works on a holiday shall receive the actual length of their normally assigned work shift for the holiday hours worked. Example: 1 If a supervisor works 6 AM to 4 PM on an official holiday he/she shall receive 10 hours double time and 10 hours straight time (holiday not worked). Example 2: if an officer works 7 hours on the actual holiday they will receive 7 hours of double time and 10 hours of straight holiday (not worked) pay. The holiday worked pay hours shall go toward the supervisor's 2080 hours.
- 18.7 A supervisor who works any hours on Christmas Eve or New Year's Eve shall receive four hours of vacation/PPL time toward their vacation/PPL bank. A supervisor 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 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 XIX - FUNERAL 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, nephew(s) or if the employee is asked to perform the service of 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 taken off from vacation time, PPL, compensatory time, or without pay. Funeral leave is per occurrence.

ARTICLE XX - HEALTH AND WELFARE

- 20.1 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 supervisors 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 supervisors' 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.
- 20.2 Benefits provided through the VEBA Employer shall provide the following welfare benefit arrangement through the VEBA Plan:

A health reimbursement arrangement for active employees

20.3 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.

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

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 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 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 no longer is employed by the City of Chaska.

Subd. 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 2019 benefit year, the Employer shall contribute an amount not to exceed \$873.00 toward the monthly premium cost for single group health coverage, and \$1220.00 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 for 2019 shall be an increase of 6% from the 2018 level. The employer contribution for 2020 shall be an increase of 6% from the 2019 level with a reopener if the health insurance premium increase is over 12%. 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).

20.5 Alternative Group Health Plan

Employer shall also make available the group health plan described in summary and attached hereto as Insurance Attachment #2, to 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. Employer for 2019 shall contribute an amount not to exceed \$977.00 toward the monthly premium cost for single group health coverage, and \$1428.00 toward the monthly premium cost for Employee + Spouse, Employee + Child(ren), or Family group health coverage. The Employer contribution for 2019 shall be an increase of 6.0% over the 2018 level. The employer contribution for 2020 shall be an increase of 6% from the 2019 level with a reopener if the health insurance premium increase is over 12%. 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

20.6 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 plan chosen.

20.7 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.)

20.8 Survivors Health Insurance Coverage: Shall be defined under Minnesota State Statute 299A.465 in the event of the death or injury of an active supervisor.

20.9 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 contributions, 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 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.

The Supervisor and Employer contribution shall be per pay period based off the Supervisor's monthly base wage and shall be placed into the Supervisor's HCSP account.

5 Years of service or more: Employer contribution **.5%**
 Supervisor contribution **2%**

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 #385.

This program will go into service on April 1, 2019

On January 1, 2020, the Employer agrees to reopen and review the Employer contribution for peace officers with 11 or more years of service for the purpose of matching the Supervisor's contribution.

ARTICLE XXI - SEVERANCE PAY

- 21.1 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 termination date or the supervisor will forfeit the above severance pay. No severance pay will be given any supervisor who is discharged from his position because of disciplinary reasons by the EMPLOYER.
- 21.2 Prior to 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 XXII - 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 XXIII - TRAINING

- 23.1 **TRAINING:** Is defined as continuing education for Peace Officers, which is necessary to promote and ensure professional competence.
- 23.2 For command staff and departmental meetings and mandatory training, supervisors who are called in off-duty will be paid at time and one half, for a minimum of one hour. Supervisors 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.
- 23.3 **NON-MANDATORY:** A supervisor who attends training while off-duty that is not mandatory, but satisfies POST requirements or enhances or benefits job performance as defined by the Chief of Police, shall be compensated at straight time up to FLSA limits. Supervisors that are on a regular scheduled day off do not receive a paid meal break for attending training.
- 23.4 **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.
- 23.5 **SCHEDULED SHIFT REPLACEMENT:** A supervisor who attends a training that replaces their regularly scheduled normal shift, shall be compensated as stated in article (HOURS OF WORK-normal shift) and receive a paid meal break.
- 23.6 **MEALS**
When a peace officer must stay overnight while traveling on official city business to attend professional training or conferences they 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 is 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 arrangement at the preferred conference hotels when possible. Supervisors may use a p-card for lodging or can request reimbursement with an original receipt.

When peace officers are traveling on official city business to attend professional training or conferences and an overnight stay is not required, peace officers are still authorized and shall receive a 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>).

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 appropriate documentation (lodging/airfare receipts, mileage reimbursement log or map, etc.).

23.7 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 XXIV - NEGOTIATION MEETINGS

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

ARTICLE XXV – UNIFORM/EQUIPMENT/TECHNOLOGY COMPENSATION

- 25.1 The City of Chaska will provide required approved initial issue uniforms and equipment items to all new supervisors.
- 25.2 The City of Chaska will provide for all badges (including maintenance and repair), patches (police, badge, shoulder and name, name plates, 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 nameplates shall be returned to the City of Chaska upon request.
- 25.3 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.
- 25.4 Uniform items, clothing, and equipment worn while performing police duties (including: footwear, watches, and eye wear) which is 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. Any 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.
- 25.5 The City of Chaska will annually provide each supervisor with an annual uniform and equipment compensation of **\$1481.00** for **2019**, and **\$1,511.00** for **2020**.

- 25.6 It is recognized by the employer and the supervisor that supervisors have unique uniform, and equipment needs above and beyond those of patrol officers. To address these additional requirements, the employer will provide the supervisors with additional annual uniform and equipment compensation of **\$400** for 2019 and **\$430** for 2020. This supervisor allowance will be paid in the same check as the normal uniform allowance.
- 25.7 Supervisors shall receive a monthly technology allowance of \$50, intended to offset use of personal data/internet plans for work purposes, for a total of \$600 annually.
- 25.8 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.
- 25.9 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 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.
- 25.10 All supervisors are required to purchase their own duty, back up, or off duty weapon(s).
- 25.11 After 12 months of service and completion of probation a City Personnel Action Form will be completed and a supervisor shall receive compensation for a monthly prorated amount of the uniform allowance based on the end of the probation and the end of the calendar year.

ARTICLE XXVI – CELL PHONE

- 26.1 A supervisor will be provided a cell phone and usage plan by the City of Chaska.
- 26.2 A supervisor electing to buy their own cell phone and plan and who complies with the City of Chaska mobile device policy is eligible to receive a monthly stipend of \$50 per month as compensation for business use of their personal mobile device consistent with IRS guidelines with IRS guidelines and is paid through regular payroll. The mobile device shall be replaced at the Employers expense if it is damaged in the course of his/her duties.

ARTICLE XXVII - FALSE ARREST

The EMPLOYER shall provide False Arrest Insurance.

ARTICLE XXVIII - INJURED ON DUTY

- 28.1 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 for the first 720 hours shall be paid by the employer. Supplementary payments from the City will be deducted from a supervisors accumulated sick leave, PPL, or vacation only after the 720 hours have expired per injury. Supervisors on a ten (10) hour work shift injured on duty will receive full pay for a maximum of 900 hours while unable to work due to such injury. Supplementary payments for the first 900 hours shall be paid by the employer. Supplementary payments from the City will be deducted from a supervisors accumulated sick leave, PPL, or vacation only after the 900 hours have expired per injury.
- 28.2 Any compensation payable to the supervisor under Workmen's 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 90 working days have expired. The employer shall pay supplementary payments for the first 90 working days.
- 28.3 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.
- 28.4 Any 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.
- 28.5 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 employee requirements listed above in this section of the agreement.

ARTICLE XXIX - 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 XXX - 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 Patrol Officer. This does not affect situations where a supervisor could be terminated from employment for just cause.

ARTICLE XXXI - 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 any 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 XXXII – COMPENSATION

32.1 WAGES

On January 1, 2019 supervisors shall receive a 3% normal wage increase and a .4% market average increase. The monthly base will be **\$8162** for 2019.

On January 1, 2020 supervisors shall receive a 3% normal wage increase and a .4% market average increase. The monthly base will be **\$8440** for 2020.

Newly-appointed supervisors will be paid 96% of the base rate for the first six (6) months, 98% for months seven (7) through twelve (12), and 100% thereafter

32.2 SPECIALTY PAY FOR PERMANENT ASSIGNMENTS

Those supervisors assigned to Detective Sergeant, Executive Officer (Sergeant), or other non-patrol position shall be paid 5% above the rate for which the supervisor is eligible to be paid as set forth in Article 31.1.

32.3 LONGEVITY PAY

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

<u>Longevity Pay</u>	
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%

32.4 TRAINING/INSTRUCTOR OFFICER PAY

On January 1st 2019 a supervisor assigned to instruct annual mandated state and/or departmental training shall receive \$70 per month for a total of \$840 per year. January 1, 2020 the amount will be \$75 a month for a total of \$900 . Instructor pay shall increase \$5 per month (\$60 per year) each contract year thereafter.

32.5 SUPERVISOR MONTHLY ON CALL

A supervisor shall receive 20 hours of straight time compensation based on the supervisor's normal hourly rate for each month the supervisor is the primary on call. 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.

32.6 SUPERVISOR ON CALL INVESTIGATOR/DETECTIVE ON CALL

Supervisors assigned to investigator/detective "on-call" rotation shall receive 17.5 hours of straight time pay or compensatory time per week (7 days) or (2.5) hours per day for each day on "on-call" at the supervisor's current hourly rate at the supervisor's discretion. Each day of "on-call" shall consist of a 24-hour period of "on-call" service.

32.7 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.

32.8 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.

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

ARTICLE XXXIII-WORK OUT ON DUTY

- 33.1 The Chief of Police will implement a work schedule that provides time for Supervisors 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 Supervisors, in the sole discretion of the Chief of Police, for such shift or shifts as the Chief of Police deems appropriate or necessary.
- 33.2 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 and modify work schedules. Decisions of the Chief of Police regarding the suspension or termination of work schedule as referenced above shall not be subject to the grievance procedure.

ARTICLE XXXIV - DURATION

This AGREEMENT shall be effective as of the 1st day of January, 2019 , and shall remain in full force and effect until the 31st day of December, 2020 and shall automatically renew from year to year unless either party give notice of their desire to modify or amend this agreement.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____, 2019.

FOR (THE CITY OF CHASKA)

FOR (The UNION)

City Administrator **Matt Podhradsky**

Date_____

Union Stwd **Sgt. Kyle Gibbons**

Date_____

LELS Business Agent
Andy Masterman

Date_____

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LABOR AGREEMENT

BETWEEN

THE CITY OF CHASKA

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL #210

January 1, 2019 through December 31, 2020



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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 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the peace officers scheduled work shift.
- 3.10 SENIORITY: Length of continuous service with the employer.
- 3.11 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.12 LUNCH BREAK: A paid thirty (30) minute period during the scheduled hours/normal shift.
- 3.13 REST BREAK: Two paid fifteen (15) minute periods during the scheduled hours/normal shift.
- 3.14 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 officers 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 shall check the Carver County Attorney's website after 4:30 PM the day prior to confirm if their Court case is still listed. If the peace officer is not cancelled by email, phone, or on the website prior to 4:30 PM the business day prior, he/she 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 In the event a peace officer is subpoenaed to testify in a 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 peace officer came to know while on duty as a peace officer, then the peace officer shall receive Court time pay from the Employer in accordance with the requirements as set forth in Article XIV. The peace officer shall not be required to take vacation, PPL or compensatory time if the appearance occurs during their work shift.
- 14.4 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 three (3) hours pay at one and one-half (1-1/2) 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 three (3) hours 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 three (3) 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 Annually, peace officers may designate up to 50 PPL hours to fund their 457 Deferred Compensation Plan, Health Savings Account, or their paycheck consistent with IRS guidelines. A peace officer with less than 80 hours of PPL does not qualify for this benefit. This will be paid out at the peace officer's current hourly rate as taxable income.

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:

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
Christmas Day	December 25

Annually, a peace officer shall receive three (3) floating holidays for a total of 24 hours. 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 eight (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 (4) 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 entire normal assigned work shift on the Christmas Eve or New Year's Eve observed day shall receive four (4) 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.

- 18.8 A peace officer shall be compensated at the peace officer's current hourly rate one (1) hour of additional pay at straight time or compensatory time at the peace officer's discretion when he/she works their entire assigned work shift on the Friday and/or Saturday of Bonspiel Community Event, Friday and/or Saturday of River City Days, the Saturday and/or Sunday of Labor Day and Memorial Day weekends. A peace officer on overtime does not qualify for the one (1) hour of additional pay.

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 all mandatory training peace officers who are called in off-duty will be paid at time and time and one half, for a minimum of one hour. Peace officers who are called in off-duty for non-mandatory department meetings will be paid at straight time, for a minimum of one (1) hour at the peace officer's current hourly rate.
- 22.3 A peace officer shall be compensated one (1) hour of additional pay at the peace officer's current hourly rate at straight time or compensatory time at the peace officer's discretion when he/she is assigned to work Junior Police Academy, Police Explorers, Citizen Academy or assigned to a Civilian Ride-Along during the peace officer's assigned work shift.
- 22.4 A peace officer shall be compensated two (2) hours of additional pay at the peace officer's current hourly rate at straight time or compensatory time at the peace officer's discretion for each shift or partial shift the peace officer is assigned to work as a Field Training Officer with a trainee, Community Service Officer or a CERT member, which includes initial training such as Firearms, Taser, and Use of Force with a trainee.
- 22.5 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.
- 22.6 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.
- 22.7 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.
- 22.8 MEALS

When a peace officer must stay overnight while traveling on official city business and/or to attend professional training or conferences they are authorized compensation for meals and incidental expenses at the standard CONUS per diem rate. The current rate can be found at www.gsa.gov/travel/plan-book/per-diem-rates. This rate may change from year to year. If a peace officer travels to an out-of-state destination where the standard CONUS per diem rate for M&IE is higher than the standard rate, a peace officer may submit documentation with the expense claim requesting reimbursement at the higher rate. Otherwise, expenses exceeding the authorized standard per diem rate are the personal responsibility of the peace officer.

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

When meals are included as part of a conference, seminar or registration fee, or provided by or paid for by third parties, peace officers must deduct those meals from the per diem reimbursement.

Lodging is not included in per diems. Peace officers should make arrangements at the preferred conference hotels when possible. Peace officer may use a p-card for lodging or can request reimbursement with an original receipt.

When a peace officer is traveling on official city business and/or to attend professional training or conferences and an overnight stay is not required, peace officers are still authorized compensation for meals but at the standard CONUS per diem rate per meal. The current rate can be found at www.gsa.gov/travel/plan-book/per-diem-rates. This rate may change from year to year.

Peace officers are responsible for submitting Expense Claims to finance within fifteen (15) business days of return. Although it is no longer necessary to submit receipts for meals and incidental expenses, all other claims must have appropriate documentation.

Per diem benefits are paid consistent with IRS guidelines through regular payroll.

22.9 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.

Peace officers are responsible for submitting Expense Claims for travel to finance within fifteen (15) business days of return. All claims must have appropriate documentation (lodging/airfare receipts, mileage reimbursement log or map, etc.). When air travel is necessary, the City will reimburse at the rate charged for coach/economy class along with the cost for one piece of luggage if the airline charges to check luggage. Travel expenses are paid as a check from the City consistent with IRS guidelines through Accounts Payable.

ARTICLE XXIII - INJURED ON DUTY

- 23.1 Peace officers 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 for the first 720 hours 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 the 720 hours have expired per injury. Peace officers on a ten (10) hour work shift injured on duty will receive full pay for a maximum of 900 hours while unable to work due to such injury. Supplementary payments for the first 900 hours 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 the 900 hours have expired per injury.
- 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 is employed by the City of Chaska.

Subdivision 2. High Deductible Health Plan (VEBA):

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 2019 benefit year, the Employer shall contribute an amount not to exceed \$873.00 toward the monthly premium cost for single group health coverage, and \$1,220.00 toward the monthly premium cost for family group health coverage. The employer contribution for 2019 shall be an increase of 6% from the 2018 level. The employer contribution for 2020 shall be an increase of 6% from the 2019 level with a reopener if the health insurance premium increase is over 12%.

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 (HSA)

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 2019 shall contribute an amount not to exceed \$977.00 toward the monthly premium cost for single group health coverage, and \$1,428.00 toward the monthly premium cost for family group health coverage. The employer contribution for 2019 shall be an increase of 6% from the 2018 level. The employer contribution for 2020 shall be an increase of 6% from the 2019 level with a reopener if the health insurance premium increase is over 12%.

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 and other benefits.
- 26.8 The employer 2021 contribution toward the employee's premium shall be negotiated on an annual basis.
- 26.9 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. Should a peace officer be killed in the line of duty while employed by the City, all vacation, PPL, and compensatory time on record shall be added to the last pay due to the peace officer.
- 26.10 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 contributions, 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 Peace Officers under this contract shall participate in the Minnesota Post Employment Health Care Savings Plan established under Minnesota 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 peace officer will be deposited into the peace officer's post-employment health care savings plan account.

The Peace Officer and Employer contribution shall be per pay period based off the peace officer's monthly base wage and shall be placed into the peace officers HCSP account.

5-10 Years of service:

Employer contribution .5% Peace Officer contribution .5%

11 years or more of service:

Employer contribution .5% Peace Officer contribution 1%

Peace officers 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.

On January 1, 2020, the Employer agrees to reopen and review the Employer contribution for peace officers with 11 or more years of service for the purpose of matching the peace officer's contribution.

ARTICLE XXVII – UNIFORMS

The City of Chaska will provide required approved initial issue uniforms and equipment items to all new peace officers.

The City of Chaska will provide for all peace officers badges (including maintenance and repair), patches (police, badge, shoulder) and name, name plates, insignia and/or stitching on uniforms. These items will be paid directly by the City of Chaska or by reimbursement to the peace officer. All departmental purchased items will remain the property of the City of Chaska. Upon retirement, separation, or termination from employment, all initially issued uniforms and equipment items, and departmental patches, badges, insignia, and nameplates shall be returned to the City of Chaska upon request.

The City of Chaska will provide peace officers with mandated OC spray, reflective vests, reflective rain jackets, and two (2) Body Worn Camera holders/mounts, which will remain the property of the City of Chaska.

Uniform items, clothing, and equipment worn while performing police duties (including: footwear, watches, jewelry, and eye wear) which is damaged or contaminated rendering it unwearable in the line of duty by an individual that is being arrested, mental health, detained, chased, combative or items that are seized as evidence shall be replaced in whole by the City of Chaska. Any restitution will be paid to the City of Chaska. Any 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 peace officer from his/her uniform compensation.

The City of Chaska will annually provide each peace officer with an annual uniform and equipment allowance of \$1,481 for 2019, and \$1,511 for 2020, which will be paid in a regular payroll check as a lump sum consistent with IRS guidelines.

Uniform and equipment allowance shall be paid out on the last pay date in January of each year. All uniform and equipment allowance once paid out is considered reimbursement for uniforms and equipment. The compensation allowance is not a bonus and shall not be returned to the City of Chaska for any reason.

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 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.

All peace officers are required to purchase their own duty weapon, back up, or off duty weapon(s).

After 12 months of service and completion of probation a City Personnel Action Form will be completed, and a peace officer shall receive in a regular payroll check as a lump sum for a monthly prorated amount of the uniform and equipment compensation allowance based on the end of the probation and the end of the calendar year.

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

On January 1, 2019, peace officers shall receive a 3% normal wage increase and a .25% market average increase. The .25% market average increase only applies to the 36-month step.

On January 1, 2020, peace officers shall receive a 3% normal wage increase and a .25% market average increase. The .25% market average increase only applies to the 36-month step.

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

	01/01/2019	01/01/2020
Start	\$5,096	\$5,249
6 Month	\$5,558	\$5,725
12 Month	\$5,867	\$6,043
24 Month	\$6,331	\$6,521
36 Month	\$6,923	\$7,148

31.2 SPECIALTY PAY FOR PERMANENT ASSIGNMENTS:

Peace officers assigned to a specialty position shall be paid an additional 5.00% 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.

31.3 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%

31.4 TRAINING/INSTRUCTOR OFFICER PAY:

A peace officer assigned to instruct annual mandated state and/or department training shall receive \$70.00 per month for a total of \$840.00 a year as additional pay. On January 1, 2020, a peace officer assigned to instruct annual mandated state and/or department training shall receive \$75.00 per month for a total of \$900.00 a year as additional pay. Instructor pay shall increase \$5.00 per month (\$60 per year) each contract year thereafter.

31.5 CELLULAR PHONE/MOBILE DEVICE PAY:

A peace officer who complies with the City of Chaska mobile device policy is eligible to receive a monthly stipend of \$50 per month as compensation for business use of their personal mobile device consistent with IRS guidelines and is paid through regular payroll. The mobile device shall be replaced at the Employers expense if it is damaged in the course of his/her duties.

31.6 PEACE OFFICER DIFFERENTIAL PAY:

31.7 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:

31.8 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.

31.9 On January 1, 2019, the peace officer Differential Pay Rate shall be \$.75 cents per hour.

31.10 A peace officer on the night shift shall earn an additional \$.75 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.

31.11 A peace officer on the afternoon shift shall earn an additional \$.30 cents per hour for all hours worked based on the peace officer's normal rate. The \$.75 cents per hour shall be spread out over the entire length of the shift based on the formula below.

31.12 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 \$.75 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 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) \$.75 cents divided by 80 hours equals the peace officer's differential pay rate.
Example: A peace officer has worked 32 differential hours times (x) \$.75 cents divided by 80 hours equals \$.30 cents. The peace officer's differential pay rate is \$.30 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 \$.75 cents per hour.

- 31.14 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.
- 31.15 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.
- 31.16 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.
- 31.17 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.
- 31.18 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 17.5 hours of straight time pay or compensatory time per week (7 days) or 2.5 hours per day for each day on "on-call" at the peace officer's current hourly rate at the peace officer's discretion. 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 2.5 hours of straight time pay or compensatory time per day for each day (or portion thereof) "on-call" at the peace officer's discretion.

33.3 A Peace officer working "on-call" on a designated holiday as stated in 18.1 shall receive eight (8) hours of straight time pay or compensatory time at the peace officer's discretion.

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 2019, and shall remain in full force and effect until the 31st day of December 2020, 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

Union Steward Joe Kavlie

Date

Date

LELS Union Representative Jay Maher

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, and 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.

LABOR AGREEMENT

BETWEEN

THE CITY OF CHASKA

AND

**MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL #320**

Public Works Department



Effective January 1, 2019 through December 31, 2020

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**LABOR AGREEMENT
BETWEEN
THE CITY OF CHASKA
AND
MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL #320**

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2019 between the City of Chaska, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union.

It is the intent of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 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 of public service. 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 2, and Section 179.71, Subdivision 3, for all personnel in the following job classifications:

Journeyman Line Worker	Line Worker Foreman
Apprentice Line Worker	Lead Line Worker
Maintenance Worker I, II, III WS/PW	Mechanic Foreman
Mechanic	Working Foreman
Parks Foreman	Water Sewer Foreman
Streets Foreman	Greenskeeper I,II,III
Lead Parks, Streets, Water/Sewer	Line Superintendent

- 2.2 In the event the Employer and the Union are unable to agree 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: The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No 320.
- 3.2 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No 320.
- 3.3 EMPLOYEE A member of the exclusively recognized bargaining unit.
- 3.4 EMPLOYER: The City of Chaska.
- 3.5 BASE PAY RATE: The employee's hourly pay rate exclusive of longevity or any other special allowances.
- 3.6 SENIORITY: Length of continuous service with the Employer.
- 3.7 COMPENSATORY TIME: Time off the employee's regularly scheduled work schedule equal in time to overtime worked.
- 3.8 SEVERANCE PAY: Payment made to an employee upon honorable termination of employment.

ARTICLE 4. UNION SECURITY

In recognition of the Union as the exclusive representative, the Employer shall:

- 4.1 Deduct from each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction; and
- 4.2 Remit such deduction to the appropriate designated officer of the Union.
- 4.3 The Union may designate certain employees from the bargaining unit to act as steward(s) and shall inform the Employer in writing of such choice.
- 4.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 4.5 Upon receipt of a properly executed voluntary authorization card from employee, the City will deduct from the employee's salary such amount as the employee authorizes to pay to National Teamsters Drive.

ARTICLE 5. EMPLOYER AUTHORITY

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including municipality personnel policies and work rules. The prerogatives and authority which the Employer has not officially abridged, delegated or modified by the Agreement are retained by the Employer.

ARTICLE 6. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURES

6.1 DEFINITION OF A GRIEVANCE

A grievance is a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

6.2 UNION REPRESENTATIVES

The Employer will recognize representatives designated by the Union, as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

6.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union Representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 PROCEDURE

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the

Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

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

Step 3. 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 Employer's 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 4. A grievance unresolved in Step 3 will be appealed to mediation through the Bureau of Mediation Services.

Step 5. A grievance Unresolved in Mediation and appealed to Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

6.5 **ARBITRATOR'S AUTHORITY**

- 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 on 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.

6.6 **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 Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Employer and the Union.

ARTICLE 7. 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 8. WORK SCHEDULES

- 8.1 The sole authority in work schedules is the Employer. The normal work day for the employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.
- 8.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal 7:00 a.m. – 3:00 p.m. day. The Employer will give advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.
- 8.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee

working other than the normal work day be scheduled to work more than eight (8) hours. However, each employee has an obligation to work overtime on call backs, if requested, unless unusual circumstances prevent him/her from so working.

- 8.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 8.5 When lead worker foreman or line superintendent position is temporarily vacant for a period of 24 days, the Department Head will fill the temporary vacancy with the senior most qualified. This is a 30 day position that can be extended for an additional 30 days. If the position is still vacant it will be filled temporarily by the City of Chaska hiring process. If the Employee returns to Chaska Electric they will resume their duties and the individual who was hired to fill the vacancy will go back to their previous position without a loss in seniority.

ARTICLE 9. OVERTIME PAY

- 9.1 Hours worked at the Employer's authorization in excess of the daily scheduled hours or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1½) times the employee's regular base pay rate.
- 9.2 Overtime will be distributed as equally as practicable.
- 9.3 Overtime refused by employees will, for record purposes under Article 9.2, be considered as unpaid overtime worked.
- 9.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 9.5 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 time will be determined on a case by case basis. When compensatory time off is selected as the payment form by the City, it shall be limited to a maximum carry over as of the last pay day in November of each calendar year of ~~sixty (60)~~ **eighty (80)** hours per employee. ~~Approval must be granted by the Superintendent in advance of compensatory time off.~~
- 9.6 Overtime. When an employee is called back to work overtime on a holiday or Sunday, the employee will be compensated double time, although this provision would not apply if the employee is scheduled to work on Sunday or if the employee does not work in excess of 40 hours during the week. When asked to work through lunch, the employee will be compensated with one (1) hour of overtime. In no case shall an employee be denied a rest break during the day to

get food or other needs.

9.7 ~~Snow work and plowing~~ All work double time after fourteen (14) hours.

ARTICLE 10. CALL BACK

An employee called in for work at a time other than their normal scheduled shift will be compensated for a minimum of three (3) hours pay at one and one-half (1½) times the employee's regular base pay rate. When called back between 9 p.m. and 7 a.m. Monday through Saturday, the employee will receive two (2x) times the employee's regular base pay rate outside of scheduled eight (8) hour shift.

ARTICLE 11. ON-CALL AND STANDBY AVAILABILITY PAY

- 11.1 Utility employees scheduled for on-call shall be paid for sixteen (16) hours at regular time for each seven (7) consecutive days the employee is assigned to be available for call. A utility employee assigned to be on on-call on one of the ten (10) designated holidays will be paid an additional eight (8) hours of pay at regular pay. The employee may choose to take this on-call pay as compensatory time if approved by the supervisor.
- 11.2 Meter Reconnect Pay. The City's standby policy would be amended to provide that on the monthly designated utility cut off day rather than receiving minimum two hour call out pay, employees would receive \$40.00 per meter reconnect.
- 11.3 Plowing Standby Pay. The Employer shall provide all employees that are on a regular plowing rotation 12 hours of compensatory time per month, for the months of November through March. This Compensatory Time accrued through this Plowing Standby Pay would need to be utilized by November 1 of each year, and could not be carried forward into a subsequent plowing season (November-March). Any employee only plowing a portion of the season shall receive a pro-rata share of compensatory time under this provision based on the amount of time they actually plowed (i.e., employee on call for plowing one week out of 4 in a given month would receive three (3) five (5) hours of the Plowing Standby Pay).
- 11.4 Any Employee who receives City business phone calls get one-half (1/2) hour pay at one and one-half (1 ½) times their regular rate of pay. After 9 p.m. an employee shall receive one (1) hour of pay at one and one-half (1 ½) times their regular rate of pay.

ARTICLE 12. LEGAL DEFENSE

- 12.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision, may not receive legal defense by the municipality.

- 12.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of their employment, when such act is performed in good faith and under direct order of their supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 13. RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement, except that no bargaining unit employee shall suffer loss of full-time employment and benefits, nor shall suffer lay off while any contracted or seasonal employees are performing work normally done by bargaining unit members.

ARTICLE 14. DISCIPLINE

- 14.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- a. Oral reprimand;
 - b. Written reprimand;
 - c. Suspension;
 - d. Demotion; or
 - e. Discharge.
- 14.2 Suspensions, demotions and discharges will be in written form.
- 14.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 14.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 14.5 Employee will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 14.6 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 6.

ARTICLE 15. SENIORITY

Seniority will be the determining criterion for transfers, promotions and layoffs, only when all other qualification factors are equal.

ARTICLE 16. PROBATIONARY PERIODS

- 16.1 All newly hired or rehired employees will serve a six (6) months' probationary period.
- 16.2 All employees will serve a six (6) months' probationary period in any job classification in which the employee has not served a probationary period.
- 16.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer.
- 16.4 At any time during the probationary period a promotion or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer.

ARTICLE 17. SAFETY

The Employer and Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

ARTICLE 18. JOB POSTING

- 18.1 The Employer and the Union agree that permanent job vacancies the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
 - a. have the necessary qualifications to meet the standards of the job vacancy; and
 - b. have the ability to perform the duties and responsibilities of the job vacancy.
 - c. In the event more than one applicant meets the requirements of this Article, seniority will apply as stated in Article 15.
- 18.2 Employees filling a higher job class based on the provision of this Article shall be subject to the conditions of Article 16, Probationary Periods.
- 18.3 The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.
- 18.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that the members of the bargaining unit can be considered for such vacancies.

ARTICLE 19. VACATIONS

19.1 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)

19.2 Vacation time shall be earned but not available for use until an employee has completed the six (6) month probationary period, unless unforeseen circumstances occur and are approved by the Superintendent of that employee's department to take time off.

19.3 An employee may not accumulate vacation leave in an amount greater than one and one-half (1½) times the amount which the employee earns in one years' time without the Employer's written approval.

19.4 An employee must work at least one-half (½) of a month before earning vacation for that month for crediting of vacation.

19.5 Form No. L-03, EMPLOYEE LEAVE APPLICATION, will be completed and approved by the Department Head for vacation leave or compensatory time off before such time off is taken.

19.6 The floating holiday allowed under Article 22, Section 23.2 shall be counted as part of Section 19.3 above.

ARTICLE 20. SICK LEAVE/PERSONAL LEAVE

20.1 An employee shall accumulate one (1) day sick leave per month. **Follow MN State Statute 181.9413.**

~~20.2 An employee absent from their duties on sick leave more than one (1) day be required to have a Doctor's certificate stating nature of illness, before sick leave will be granted.~~

20.2 All new employees shall automatically be enrolled in the City's Personal Leave program, as opposed to the sick and vacation leave program described in this contract. All existing employees shall have the option to enroll in the personal

leave program on an annual basis. If an employee chooses to enroll in the Personal Leave program, they will not be able to convert back to the sick and vacation leave program in the future. All employees choosing to convert over to the Personal Leave program 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 existing Personal Leave policy. The personal leave schedule is as follows:

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

As per the Personnel Leave Policy, the cash out limit for personal leave annual is 40 hours.

ARTICLE 21. SEVERANCE PAY

For employees hired prior to January 1, 1986 the Employer shall pay one third (1/3) of the accumulated sick leave (up to a maximum of thirty, (30) days upon severance of employment) from the City after five (5) years of continuous employment. In addition, for all employees the City will pay 100% of the accumulated unused vacation time. However, an employee who voluntarily terminates his/her employment must notify the City at least two (2) weeks ahead of termination date or the employee will forfeit the above severance pay. No severance pay will be given any employee who is discharged from their position because of disciplinary reasons by the Employer.

ARTICLE 22. FUNERAL LEAVE

22.1 An employee shall receive up to three (3) days per occurrence 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-grandparents of either the employee's or employee's spouse. Up to two (2) days shall be granted for the death of, great-grandparents, aunt, uncle, nieces, and nephews or if the employee is asked to perform the service of pallbearer. Any additional time or other funerals is to be taken off from vacation time, compensatory time or without pay. Employees under the Personal Leave Plan shall follow by the Funeral Leave section of that

policy, which does not require use of vacation, compensatory or other leave for Funeral Leave should the leave fall under the criteria of that policy.

ARTICLE 23. HOLIDAYS

23.1 There shall be twelve (12) paid holidays.

23.2 The following are the observed holidays:

New Year's Day	-	January 1
Martin Luther King's Birthday	-	3 rd Monday in January
President's Day	-	2 nd Monday in February
Memorial Day	-	Last Monday in May
Independence Day	-	July 4
Labor Day	-	1 st Monday in September
Veterans Day	-	November 11
Thanksgiving Day	-	4 th Thursday in November
Day after Thanksgiving	-	Friday after Thanksgiving Day
Christmas Day	-	December 25

2 Floating Holidays

23.3 If any of the aforementioned holidays fall on a Sunday, then Monday is the official holiday, and if any fall on a Saturday, then Friday will be the official holiday.

23.4 Employees shall be paid or given equal time off when it is necessary to schedule an employee to work on one (1) of the official holidays. The pay or time off shall be at the discretion of the Department Head or the City Administrator. Should the Administrator or Department Head choose to pay the employee, the employee shall be compensated at the rate of double time for all hours worked on the holiday, except as modified by Article 11.

23.5 An employee 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, an employee may use a vacation day and still receive holiday pay.

ARTICLE 24. INJURY ON DUTY

24.1 Employees injured on duty will receive full pay for a maximum of sixty (60) working days while unable to work due to such injury.

24.2 Any compensation payable to the employee under Worker's Compensation Insurance will be reported to the Employer. The Employer shall make supplementary payments to the employee to make up the difference between Worker's Compensation and their normal rate of pay. Supplementary payments from the City will be deducted from the employee's accumulated sick leave or vacation leave only after sixty (60) working days have expired. Supplementary payments for the first sixty (60) working days shall be paid by the

employer.

- 24.3 Any employee 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 employee's attending physician as to the nature of the injury.
- 24.4 Any employee 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 by a person competent to perform the same and is designated by the Employer.

ARTICLE 25. HEALTH AND WELFARE

- 25.1 **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.
- 25.2 **Benefits Provided through the VEBA.**
Employer shall provide the following welfare benefit arrangement through the VEBA Plan: A health reimbursement arrangement for active employees.
- 25.3 **Payment of Administrative Fee.**
Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA and HSA Plans should 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.
- 25.4 **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 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, or the first business day thereafter. The employer will contribute \$416.00 to the individual account each period for those employees who elect single coverage, and \$932.00 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 is 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 2017 benefit year, the Employer shall contribute an amount not to exceed \$764.00 toward the monthly premium cost for single group health coverage, and \$1,062.00 toward the monthly premium cost for Employee + Spouse, Employee + Child(ren), or 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).

25.5 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 2017 shall contribute an amount not to exceed \$868.00 toward the monthly premium cost for single group health coverage, and \$1,270.00 toward the monthly premium cost for Employee + Spouse, Employee + Child(ren), or Family group health coverage. The Employer contribution for 2018 shall be an increase of 6.0% over the 2017 level with reopener if the health insurance premium increase is over 12%. 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 25.5, 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.

- 25.6 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.
- 25.7 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.)

ARTICLE 26. UNIFORMS

- 26.1 The Employer shall provide all employees with **\$940 annually for 2019** for uniforms and reasonable replacement thereof. In **2020**, this amount will be raised

to \$970 annually. For those employees requiring OSHA mandated reflective shirts, the City will provide up to five shirts per employee, annually. The City will provide reflective OSHA required jackets or sweatshirts. The Employer will provide the following uniform pieces to employees:

All Employees: Vests, Proper PPE Items, Rain Gear, Gloves per Department

Golf Course: 3 City logo Polo Shirts

Electric: These items will be FR and provided annually.

6 Short Sleeve Shirts, 6 Long Sleeve Shirts, 1 Hooded Sweatshirt, 6 Pants

The Employer shall pay for all City logo embroidering

- 26.2 In addition to Uniform Allowance, the Employer shall provide a reimbursement of \$50 monthly for employees who purchase their own cell phone coverage and agree to utilize that cell phone for both personal and work use. The cell phone shall be replaced at the Employer's expense if it is damaged in the course of their duties.

ARTICLE 27. JURY DUTY

In the event an employee is called for jury duty, they will receive their full salary while on jury duty if his/her jury fee less expenses is turned over to the City Treasurer.

ARTICLE 28. NEGOTIATION MEETINGS

Only the steward may be absent from their duties to attend negotiation meetings, with prior approval of the Department Head, unless the Employer authorizes an alternate.

ARTICLE 29. WORK RULES

The City Council, City Administrator, and the Department Heads will promulgate and make known a set of work rules which shall cover all City employees. A copy of these rules shall be forwarded to the Union. Said rules will be developed and applied in a reasonable, fair and just manner.

ARTICLE 30. PART-TIME AND SEASON EMPLOYEES

- 30.1 Part-time and season employees shall not be covered by the holidays, vacations, health and welfare, sick leave, or severance pay provisions, as described above.
- 30.2 Season employees shall be given credit for the time worked when they return for the second summer.
- 30.3 Part-time employees shall move through the probationary period only on a pro-rated basis.

- 30.4 It will not be the City of Chaska's intent to permanently fill a full-time position with part-time employees.

ARTICLE 31. INCENTIVE PAY PROGRAM

- 31.1 The City has established a program to motivate members of the specified departments to seek higher education and certificates in their field. As a result of this implementation, employees will create an individual plan with their supervisor and work towards higher pay as they work through their plan as follows.

Licensing Incentive Program for Water/Sewer Department

<u>Water</u>	<u>Sewer</u>
Min. — D	Min. — D
\$0.20—C	\$0.20—C
\$0.40—B	\$0.40—B
\$0.60—A	\$0.60—A

- 31.2 Existing Water & Sewer employees who obtain the license above would be entitled incentive pay as associated with each license. If a license is lost or forfeited, the employee would lose incentive pay associated with the license. If a future employee were to lose or forfeit their water & sewer license that individual may be subject to demotion or reclassification.

Licensing Incentive Program for Public Works Department Parks, Streets, Mechanics, Golf

(Premium Increases 3% each year)

A.1 related to department = \$.21	A.2 related to Public Works = \$.21
B.1 related to department = \$.41	B.2 related to Public Works = \$.41
C.1 related to department = \$.62	C.2 related to Public Works = \$.62

- 31.3 Public Works employees must obtain the designated number of certifications per category as noted and keep all certifications current to be eligible for incentives. In order to receive incentive pay employees will need to have related certificates in their primary department as well as other certifications in different areas of Public Works. Employees will need 3 general certifications per box in order to move up, unless the certifications have a different value put on them.

Mechanics, will need 5 ASE certifications to move up from level to level.

Park-Golf Certifications

- State certified tree inspector = C
- Toro certifications
- Extra turf certifications
- Playground inspector certification

- Pesticide applicators license = C
- Low voltage labors certification
- Fertilizer certification
- Aquatic pesticide applicators license = B
- Power limited electric certification = A

Street Department Certificates

- Minn Dot Blacktop certification
- Minn Dot concrete certification
- MPCA level one certification
- Bucket truck certification
- Digger Derek truck certification
- Storm water compliance certification = C
- Certified Storm water manager = B

Mechanics

- Ability to DOT trucks and trailers = B
- ASE certifications
- Toro certifications
- Certified Public fleet professional = B
- Fuel dispense system (MPCA 2.1.4.1.2 Class A operator certification) = B

General Public Work

- Budget classes
- Approved management classes
- Public Works certificate = B
- Wetlands certification
- Excel spread sheet class
- Boiler class C license = B
- Building maintenance certification = B
- International society of arborists certification = A
- Certified Public Infrastructure Inspector = B
- Class A Driver's license

ARTICLE 32. DURATION

This Agreement shall be in effect as of the 1st of January, 2019 and shall remain in full force and effect until the 31st of December, 2020.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2019.

FOR THE CITY OF CHASKA

FOR MINNESOTA TEAMSTERS PUBLIC &
LAW ENFORCEMENT EMPLOYEES'

UNION, LOCAL #320

City Manager

Business Agent

Union Steward

Union Steward

APPENDIX A

SALARY SCHEDULE FOR 2019-2020

3% + Market Adjustment

Position	1/1/2019	1/1/2020
Water/Sewer		
Maintenance I WS	\$26.43	\$29.27
Maintenance II WS	\$30.20	\$33.45
Maintenance III WS	\$34.32	\$38.01
Lead Worker Water Sewer	\$36.38	\$40.29
Water & Sewer Foreman	\$40.15	\$44.47
Public Works		
Maintenance I PW	\$25.80	\$28.01
Greenskeeper I	\$25.27	\$26.98
Maintenance II PW	\$29.48	\$32.01
Greenskeeper II	\$27.89	\$28.73
Maintenance III PW	\$33.50	\$36.38
Greenskeeper III (PRIOR II)	\$31.55	\$32.50
Mechanic	\$32.18	\$33.14
Park Lead	\$35.51	\$38.56
Street Lead	\$35.51	\$38.56
Parks Foreman	\$39.20	\$42.56
Streets Foreman	\$39.20	\$42.56
Mechanic Foreman	\$38.00	\$39.14
Electric		
Apprentice Line Worker	\$40.12	\$41.32
Journeyman Line Worker	\$44.91	\$47.37
Lead Line Worker	\$48.06	\$50.69
Line Worker Foreman	\$50.30	\$53.05
Line Superintendent	\$53.00	\$55.90

- A-1 ****When any position is snow plowing they will make the base rate of the equivalent maintenance worker in Public works.****
- A-2 Apprentice Line Worker will start at 70% of the listed Apprentice Line Worker wage rate and will receive 3.75% increases each six (6) months for forty-eight (48) months.
- A-3 The City reserves the right to determine the number of employees in Maintenance Worker II, III and Equipment Operator positions and to establish the criteria dictating promotions from Maintenance Worker I and Equipment Operator.
- A-4 **Wages in Public Works and Water and Sewer are based off certain percentages**

from the Maint III pay (Maint 1 are 23% below, Maint II are 12% below, Lead workers are 6% higher and Foreman is 17% higher)

Wages in Electric are based off of Journeyman pay (Lead is 7% above, Foreman is 12% above and line Superintendent is 18% above).

A-5 Market for Public Works and Water Sewer is Anoka, Champlin, Chanhassen, Cottage Grove, Elk River, Golden Valley, Hastings, Hopkins, Inver Grove Heights, Maplewood, Minnetonka, New Brighton, Oakdale, Prior Lake, Savage, Shakopee, Shoreview, South St. Paul, Stillwater, West St Paul.

A-6 Electric Market is Xcel, MVEC, SPUC

LETTER OF AGREEMENT

between the
City of Chaska
and
Teamsters Local 320
(Representing Public Works)

The following Letter of Agreement is made between the City of Chaska and Teamsters Local 320.

WHERE AS, the City of Chaska and Teamsters Local 320 are in agreement to meet and confer to implement an Incentive Program for the Electric Department beginning January 1, 2020 ?? or what date? Craig

FURTHERMORE, the City of Chaska and Teamsters Local 320 agree this will be effective immediately.

FOR THE CITY:

BY _____
CITY

DATE

FOR THE UNION:

BY _____
BUSINESS AGENT, CRAIG JOHNSON

DATE

CJ;kz/opeiu12
Chaska/contract/2019Redline

CLAIMS ROSTER REPORT

FOR COUNCIL MEETING:

March 4, 2019

Paid and Unpaid Invoices:

Check #'s 327040-327131

\$953,158.84

Paid Electronic Invoices:

Wire #'s 1827-1833

\$264,832.03

Amount for Approval-Council Meeting:

March 4, 2019

\$1,217,990.87

Checks

03/01/2019 11:26 8482mrob		City of Chaska VENDOR INVOICE LIST				P 1 apinvlst			
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907000511		02/21/2019	030519	327040	66.44 03/23/2019	INV	PD	RESALE	
CHECK DATE: 03/05/2019									
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107441 ALTHOFF, BARBARA									
31221		02/28/2019	030519	327041	142.50 03/28/2019	INV	PD	CREDIT BALANCE REFUND-738	
CHECK DATE: 03/05/2019									
100102 ANCOM COMMUNICATIONS INC									
85488		02/19/2019	030519	327042	5,698.10 03/21/2019	INV	PD	SEVEN PAGERS FOR FIRE DEP	
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100119 SHAKOPEE VALLEY FORD									
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232082		02/21/2019	030519	327044	228.34 03/23/2019	INV	PD	DUTY UNIFORM - A SCHROECK	
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232085		02/21/2019	030519	327044	249.64 03/23/2019	INV	PD	DUTY UNIFORM - M MCCOY	
CHECK DATE: 03/05/2019									



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City of Chaska
VENDOR INVOICE LIST

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105236 B & B TRANSFORMER INC 25041 CHECK DATE: 03/05/2019		02/21/2019	030519	327046	3,950.00	03/21/2019	INV	PD	REPAIR OF TRANSFORMER
100172 BATTERIES PLUS #020 020-P11587284 CHECK DATE: 03/05/2019		02/15/2019	030519	327047	12.95	03/15/2019	INV	PD	WTP OPERATING
104610 MARIE S BERRY 63306 CHECK DATE: 03/05/2019		02/26/2019	030519	327048	500.00	03/26/2019	INV	PD	Instruction/Supplies for
104834 BLACK CLOVER ENTERPRISES LLC 14849 CHECK DATE: 03/05/2019		02/19/2019	030519	327049	1,366.77	03/21/2019	INV	PD	RESALE
100212 BONNEMA, ZACK 63611 CHECK DATE: 03/05/2019		02/03/2019	030519	327050	171.68	03/27/2019	INV	PD	MILEAGE-MSFCA CONF IN ALE
100214 BORDER STATES INDUSTRIES INC 917172309 CHECK DATE: 03/05/2019	190030	02/20/2019	030519	327051	16.90	03/25/2019	INV	PD	SPLICE 8423-6 COLD SHRINK



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City of Chaska
VENDOR INVOICE LIST

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01022019 CHECK DATE: 02/28/2019		01/02/2019	022819	327128	4,250.00	03/05/2019	INV	PD	2018 MS4 EDUCATION PROGRA
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107442 CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY									
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1-515 PINE ST N CHECK DATE: 03/05/2019		01/18/2019	030519	327055	192,355.83	03/28/2019	INV	PD	REIMB PURCHASE OF 515 PIN
					368,875.79				
100323 CDW GOVERNMENT INC									
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100337 QWEST CORPORATION									
313196254/FEB19 CHECK DATE: 02/28/2019		02/18/2019	022819	327129	580.46	03/15/2019	INV	PD	FEB 2019 CITY HALL LOC PH
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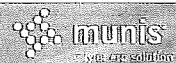


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City of Chaska
VENDOR INVOICE LIST

P 4
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106128 CHASKA ROTARY FOUNDATION INC					776.95				
786		02/20/2019	030519	327057	750.00	03/20/2019	INV	PD	GALA SPONSORSHIP
CHECK DATE: 03/05/2019									
100350 CHASKA, CITY OF									
5 & UNDER 2019		02/11/2019	030519	327058	1,480.00	03/05/2019	INV	PD	5 AND UNDER BONSPIEL PRIZ
CHECK DATE: 03/05/2019									
107399 OCCUPATIONAL HEALTH CENTERS OF MN PC									
102915475		01/30/2019	030519	327059	264.50	03/01/2019	INV	PD	DRUG TESTING
CHECK DATE: 03/05/2019									
100429 COORDINATED BUSINESS SYSTEMS LTD									
INV2648		02/12/2019	030519	327060	351.62	02/12/2019	INV	PD	FEB 2019 PRINTER CONTRACT
CHECK DATE: 03/05/2019									
102550 DECKER, KYLE									
63613		02/03/2019	030519	327061	171.68	03/27/2019	INV	PD	MILEAGE-MSFCA CONF IN ALE
CHECK DATE: 03/05/2019									
107436 DUERLINGER, RICK									
10002087		02/28/2019	030519	327062	26.11	03/28/2019	INV	PD	CREDIT BALANCE REFUND-404
CHECK DATE: 03/05/2019									
107432 ENCORE HEATING AND AIR CONDITIONING									
63316		02/15/2019	030519	327063	1,131.75	03/15/2019	INV	PD	WTP MAINTENANCE
CHECK DATE: 03/05/2019									
100643 FASTENAL COMPANY									
MNT1088400		02/19/2019	030519	327064	94.85	03/21/2019	INV	PD	HARDWARE FOR PICNIC TABLE
CHECK DATE: 03/05/2019									



03/01/2019 11:26 8482mrob		City of Chaska VENDOR INVOICE LIST				P apinvlst		5
INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100655 FERRELLGAS 7780961								
1105325041 CHECK DATE: 03/05/2019		02/20/2019	030519	327065	46.06 03/20/2019	INV	PD	PROPANE
106319 CHAD JEREMY FIGG JAN 2019 CHECK DATE: 03/05/2019		02/22/2019	030519	327066	537.00 03/22/2019	INV	PD	JAN TAR KWON DO
107439 FOSTER, ELIZABETH 10009048 CHECK DATE: 03/05/2019		02/28/2019	030519	327067	28.50 03/28/2019	INV	PD	CREDIT BALANCE REFUND-510
100759 GRAINGER 9094008431 CHECK DATE: 03/05/2019		02/20/2019	030519	327068	192.00 03/22/2019	INV	PD	cleaning supplies
100782 GS DIRECT INC 347836 CHECK DATE: 03/05/2019		02/14/2019	030519	327069	300.00 03/14/2019	INV	PD	SERVICE CALL ON PLOTTER
347901 CHECK DATE: 03/05/2019		02/18/2019	030519	327069	78.60 03/18/2019	INV	PD	Cartridge for Plotter
					378.60			
100785 HACH COMPANY 11342484 CHECK DATE: 03/05/2019		02/15/2019	030519	327070	702.47 03/15/2019	INV	PD	WTP CHEMICALS
11344699 CHECK DATE: 03/05/2019		02/18/2019	030519	327070	40.69 03/18/2019	INV	PD	WTP CHEMICALS
11346947 CHECK DATE: 03/05/2019		02/19/2019	030519	327070	81.20 03/19/2019	INV	PD	WTP CHEMICALS
					824.36			
100795 HAMMERS, MARK 63245 CHECK DATE: 03/05/2019		02/03/2019	030519	327071	171.68 03/22/2019	INV	PD	MILEAGE-MSFCA CONF IN ALE
107434 DANIEL EARL HOLASEK								

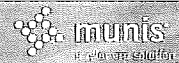


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City of Chaska
VENDOR INVOICE LIST

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63605		02/07/2019	030519	327072	550.00	03/07/2019	INV	PD	PARCEL 25 TEMPORARY EASEM
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63606		02/07/2019	030519	327072	84,817.81	03/07/2019	INV	PD	PARCEL 25 PERMANENT EASEM
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63608		02/07/2019	030519	327073	35,132.19	03/07/2019	INV	PD	DANIEL HOLASEK PRINCIPAL-
CHECK DATE: 03/05/2019									
					120,500.00				
106151 HOLT TOUR AND CHARTER INC									
42955		02/19/2019	030519	327074	600.00	03/19/2019	INV	PD	Transportation-Bell Museum
CHECK DATE: 03/05/2019									
104751 IMPACT MAILING OF MINNESOTA INC									
138688		02/22/2019	030519	327075	517.38	03/22/2019	INV	PD	Feb Disconnect Notices 2/
CHECK DATE: 03/05/2019									
138689		02/22/2019	030519	327075	239.92	03/22/2019	INV	PD	Feb Final Bills 2/14/19
CHECK DATE: 03/05/2019									
					757.30				
100943 JEFFERSON FIRE & SAFETY INC									
IN102918		02/20/2019	030519	327076	145.30	03/12/2019	INV	PD	AXE FOR TRUCK
CHECK DATE: 03/05/2019									
106392 JS PLUMBING INC									
1750		02/25/2019	030519	327077	1,175.00	03/25/2019	INV	PD	ATHLETIC PARK IN-FLOOR HB
CHECK DATE: 03/05/2019									
107428 KIVA MANAGEMENT LLC									
00104083-3/19	190029	02/22/2019	030519	327078	291.90	03/01/2019	INV	PD	MAR 2019 COMMUNITY ROOM D
CHECK DATE: 03/05/2019									
101004 KNIGHT, SCOTT									
63186		02/19/2019	030519	327079	24.00	03/19/2019	INV	PD	Parking at the MSP YMCA t
CHECK DATE: 03/05/2019									
101012 KRAUS, DAVID J									
63610		02/03/2019	030519	327080	171.68	03/27/2019	INV	PD	MILEAGE-MSFCA CONF IN ALB
CHECK DATE: 03/05/2019									



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VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101022 KUSSKE CONSTRUCTION CO LLC									
13001-12 CHECK DATE: 03/05/2019		02/11/2019	030519	327081	100,599.06	03/22/2019	INV	PD	CHASKA CREEK BLVD
107349 LAMB, EARL									
31007-1 CHECK DATE: 03/05/2019		02/28/2019	030519	327082	107.91	03/28/2019	INV	PD	CREDIT BALANCE REFUND-110
102881 LANO EQUIPMENT INC									
03-644969 CHECK DATE: 03/05/2019		02/07/2019	030519	327083	2,065.93	03/07/2019	INV	PD	SNOW BUCKET
101043 LANO EQUIPMENT INC									
01-647717 CHECK DATE: 03/05/2019		02/21/2019	030519	327084	354.80	03/21/2019	INV	PD	BOBCAT REPAIR #124
101058 LEAGUE OF MINNESOTA CITIES									
287249 CHECK DATE: 03/05/2019		02/01/2019	030519	327085	994.00	03/01/2019	INV	PD	STORMWATER COALITION CONT
101093 LITTLE FALLS MACHINE INC									
354218 CHECK DATE: 03/05/2019		02/13/2019	030519	327086	956.67	03/15/2019	INV	PD	#116 SNOW REPAIR PARTS
101097 LOCATORS & SUPPLIES INC									
0273254-IN CHECK DATE: 03/05/2019		02/12/2019	030519	327087	196.10	03/12/2019	INV	PD	GAS CANS
107438 LUCE, AL									
10007579 CHECK DATE: 03/05/2019		02/28/2019	030519	327088	69.31	03/28/2019	INV	PD	CREDIT BALANCE REFUND-341
103449 MADDEN GALANTER HANSEN LLP									
63252 CHECK DATE: 03/05/2019		02/08/2019	030519	327089	2,219.79	03/08/2019	INV	PD	JAN LEGAL



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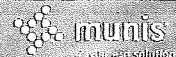
City of Chaska
VENDOR INVOICE LIST

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103176 MANSFIELD OIL COMPANY									
21182754		02/20/2019	030519	327090	7,823.50	03/22/2019	INV	PD	DYED DIESEL
CHECK DATE: 03/05/2019									
21182755		02/20/2019	030519	327090	3,228.01	03/22/2019	INV	PD	UNLEADED FUEL
CHECK DATE: 03/05/2019									
					11,051.51				
101172 MERCHANT JOB TRAINING & SAFETY INC									
4651		02/15/2019	030519	327091	300.00	03/17/2019	INV	PD	LINEMAN APPRENTICESHIP PL
CHECK DATE: 03/05/2019									
107435 MINNESOTA EMPLOYEE RESOURCES SERVICE COMPANY									
2019463		02/15/2019	030519	327092	175.00	03/27/2019	INV	PD	2019 MEMBERSHIP DUES
CHECK DATE: 03/05/2019									
101187 METRO SALES INC									
INV1281768		02/25/2019	030519	327093	159.00	03/27/2019	INV	PD	MAR 2019 COPIER - PD
CHECK DATE: 03/05/2019									
101204 MIDWEST PLAYSCAPES INC									
8255		02/22/2019	030519	327094	6,602.00	03/22/2019	INV	PD	VETS PARK PLAYGROUND IMPR
CHECK DATE: 03/05/2019									
101247 MINNESOTA MUNICIPAL UTILITIES ASSN									
52967		02/20/2019	030519	327095	300.00	03/22/2019	INV	PD	A. ROMINE REGIONAL MEETIN
CHECK DATE: 03/05/2019									
101261 MINNESOTA RECREATION & PARK ASSOC									
9701		02/15/2019	030519	327096	125.00	02/25/2019	INV	PD	JOB POSTING-REC. SUPERVIS
CHECK DATE: 03/05/2019									
101274 MINNESOTA TRUCKING ASSOCIATION									
72648		02/21/2019	030519	327097	163.30	03/21/2019	INV	PD	K. ABRAHAM INSPECTION REP
CHECK DATE: 03/05/2019									
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
107051510/FEB19 CHECK DATE: 03/05/2019		02/21/2019	030519	327098	28.96 03/16/2019	INV	PD	FEB 2019 82ND ST & HWY 41	
778320601/FEB19 CHECK DATE: 03/05/2019		02/21/2019	030519	327098	102.35 03/16/2019	INV	PD	FEB 2019 CHEVALLE LIFT ST	
780272000/FEB19 CHECK DATE: 03/05/2019		02/21/2019	030519	327098	10.78 03/16/2019	INV	PD	FEB 2019 CHEVALLE IRRIGAT	
					142.09				
101283 MLEEA									
4583 CHECK DATE: 03/05/2019		02/21/2019	030519	327099	4,680.00 03/23/2019	INV	PD	MN Explorer Conference-13	
101134 MALLOY MONTAGUE KARNOWSKI RADOSEVICH & CO PA									
45531 CHECK DATE: 03/05/2019		02/14/2019	030519	327100	4,100.00 03/14/2019	INV	PD	2018 AUDIT THROUGH 1/31/1	
101272 MN SUPPLY									
M63762 CHECK DATE: 03/05/2019		02/15/2019	030519	327101	753.99 03/15/2019	INV	PD	DRAG MAT MATTING	
101307 MOBILE MINI INC									
9005824919 CHECK DATE: 03/05/2019		02/11/2019	030519	327102	273.00 03/11/2019	INV	PD	FIREMAN'S PARK WARMING HO	
107420 MOLNAU TRUCKING LLC									
1760 CHECK DATE: 03/05/2019		02/15/2019	030519	327103	1,170.00 03/15/2019	INV	PD	ASSISTANCE WITH SNOW REMO	
103236 MRA-THE MANAGEMENT ASSOCIATION									
09118780 CHECK DATE: 03/05/2019		02/08/2019	030519	327104	350.00 03/08/2019	INV	PD	JAN 2019 COMPENSATION SER	
106198 NAVIANT INC									
0137326-IN CHECK DATE: 03/05/2019		02/07/2019	030519	327105	20,079.41 03/07/2019	INV	PD	ONBASE SAAS TO 3/1/2020	
0137397-IN CHECK DATE: 03/05/2019		02/28/2019	030519	327105	2,955.00 03/28/2019	INV	PD	FEB On-Line Hosting Fee	

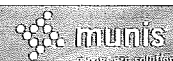


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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101397 NEXTEL COMMUNICATIONS					23,034.41				
123473318-207		02/18/2019	030519	327106	170.11	03/16/2019	INV	PD	FEB 2019 PHONE SERVICE
CHECK DATE: 03/05/2019									
101436 NUCO2 INC									
58691889		02/11/2019	030519	327107	161.45	03/11/2019	INV	PD	pool supplies
CHECK DATE: 03/05/2019									
101445 OFFICE DEPOT									
274973222001-1		02/15/2019	030519	327108	17.44	03/23/2019	INV	PD	Calculator Spools
CHECK DATE: 03/05/2019									
274973222001-2		02/15/2019	030519	327108	65.98	03/23/2019	INV	PD	Standard Copy Paper
CHECK DATE: 03/05/2019									
274976108001		02/15/2019	030519	327108	22.98	03/23/2019	INV	PD	"Received" Stamps
CHECK DATE: 03/05/2019									
					106.40				
104668 OPTUM BANK INC									
948242		10/15/2018	022819	327130	567.25	11/14/2018	INV	PD	3RD QTR HSA FEES
CHECK DATE: 02/28/2019									
948834		01/01/2019	022819	327130	368.75	02/01/2019	INV	PD	4TH QTR HSA FEES-OCT, NOV
CHECK DATE: 02/28/2019									
949030		01/24/2019	022819	327130	191.00	03/04/2019	INV	PD	4TH QTR HSA FEES-DEC
CHECK DATE: 02/28/2019									
					1,127.00				
106688 PAINT PAPER SCISSORS									
INV-0111		02/26/2019	030519	327109	225.00	03/26/2019	INV	PD	Winter Cardinal Canvas Pa
CHECK DATE: 03/05/2019									
101607 BINGO LLC									
15129		02/16/2019	030519	327110	211.26	03/16/2019	INV	PD	C. SCHMIEG LODGING METER
CHECK DATE: 03/05/2019									
107393 RIVER CITY TILE & UNDERLAYMENT									
3891		02/04/2019	030519	327111	1,265.00	03/04/2019	INV	PD	MSB ENTRY REPAIR

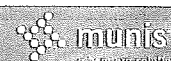


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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 03/05/2019									
101669 ROBERT HALF TECHNOLOGY									
52891290		02/25/2019	030519	327112	559.44	03/25/2019	INV	PD	CSR-TEMP-SWANSON-W/E 2/22
CHECK DATE: 03/05/2019									
107429 ROSEMAN, LEMEKOS DONTÉ									
63247		02/14/2019	030519	327113	52.00	03/14/2019	INV	PD	EVIDENCE RELEASE
CHECK DATE: 03/05/2019									
PAYEE: ROSEMAN, LEMEKOS DONTÉ									
105713 TOWING SERVICES INC									
63294		02/25/2019	030519	327114	1,098.00	03/25/2019	INV	PD	Forfeiture payouts 18.164
CHECK DATE: 03/05/2019									
104416 KELERO COMPANY									
2336402		02/15/2019	030519	327115	260.35	02/15/2019	INV	PD	ICE MACHINE RENTAL
CHECK DATE: 03/05/2019									
101847 SRF CONSULTING GROUP INC									
10741.00-14		01/31/2019	030519	327116	124,858.54	03/20/2019	INV	PD	TH 212 & CSAH 44 INTERCHA
CHECK DATE: 03/05/2019									
101892 STUART C IRBY CO									
S011225495.001	190032	02/11/2019	030519	327117	113.50	03/13/2019	INV	PD	LAMP HPS 250 MOGUL
CHECK DATE: 03/05/2019									
101977 TOLL COMPANY									
10283854		02/08/2019	030519	327118	79.32	03/08/2019	INV	PD	SHOP TOOL PARTS
CHECK DATE: 03/05/2019									
103742 TRAVELERS INDEMNITY COMPANY									
2367D0070-2019		02/11/2019	022819	327131	98,147.00	03/01/2019	INV	PD	2019 BOILER & MACHINERY P
CHECK DATE: 02/28/2019									
102004 TREBIATOWSKI, KEVIN									
63609		02/03/2019	030519	327119	171.68	03/27/2019	INV	PD	MILEAGE-MSFCA CONF IN ALE
CHECK DATE: 03/05/2019									



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VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102038	ULTIMATE SAFETY CONCEPTS INC								
181392		02/19/2019	030519	327120	1,910.00	03/11/2019	INV	PD	HOSE FOR TRUCKS
CHECK DATE:	03/05/2019								
101555	UNITED STATES POSTAL SERVICE								
63321		02/27/2019	030519	327121	6,312.33	03/27/2019	INV	PD	Postage for Spring/Summer
CHECK DATE:	03/05/2019								
107440	VON GOHREN, LUDWIG								
10015123		02/28/2019	030519	327122	266.50	03/28/2019	INV	PD	CREDIT BALANCE REFUND-323
CHECK DATE:	03/05/2019								
102133	WAGNER PRESS & GRAPHICS								
31433		02/15/2019	030519	327123	627.00	03/15/2019	INV	PD	Utility Billing Move In/O
CHECK DATE:	03/05/2019								
106846	WENCK CONSTRUCTION INC								
Application No 6		02/07/2019	030519	327124	14,830.18	03/07/2019	INV	PD	CCC Locker Room Expansion
CHECK DATE:	03/05/2019								
107443	WEST SUBURBAN HOUSIN								
10000483		02/28/2019	030519	327125	41.31	03/28/2019	INV	PD	CREDIT BALANCE REFUND-101
CHECK DATE:	03/05/2019								PAYEE: WEST SUBURBAN HOUSING
102217	WW GOETSCH ASSOC INC								
101615		02/15/2019	030519	327126	1,363.90	03/15/2019	INV	PD	ARBOR PARK BOOSTER STATIO
CHECK DATE:	03/05/2019								
102228	ZEE MEDICAL SERVICE INC								
54125356		02/08/2019	030519	327127	181.55	03/08/2019	INV	PD	SUPPLIES FOR PD MEDICAL C
CHECK DATE:	03/05/2019								
					181.55				
=====					=====				
122 INVOICES					953,158.84				
=====					=====				



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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION	
101756 MII LIFE INCORPORATED									
38937857		02/26/2019	022819	1828	621.99 02/28/2019	DIR	PD	2/28/19 FSA REIMBURSEMENT	
CHECK DATE: 02/28/2019									
100927 INTERNAL REVENUE SERVICE									
63599		03/01/2019	030119	1829	101,891.54 03/01/2019	DIR	PD	030119 Payroll FICA Feder	
CHECK DATE: 03/01/2019									
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES									
63600		03/01/2019	030119	1830	20,525.15 03/01/2019	DIR	PD	030119 Payroll MN State T	
CHECK DATE: 03/01/2019									
101376 NATIONWIDE RETIREMENT SOLUTIONS (USCM)									
63601		03/01/2019	030119	1831	12,828.51 03/01/2019	DIR	PD	030119 Payroll 457 Contri	
CHECK DATE: 03/01/2019									
106955 NATIONWIDE RETIREMENT SOLUTIONS (USCM)									
63604		03/01/2019	030119	1833	641.65 03/01/2019	DIR	PD	030119 Payroll Roth Contr	
CHECK DATE: 03/01/2019									
101498 PCARD									
2019/0212-PC		02/12/2019	022719	1827	48,483.60 02/27/2019	DIR	PD	FEB 2019 PCARD PURCHASES	
CHECK DATE: 02/27/2019									
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION									
63602		03/01/2019	030119	1832	79,839.59 03/01/2019	DIR	PD	030119 Payroll PERA Contr	
CHECK DATE: 03/01/2019									
					79,839.59				
7 INVOICES					264,832.03				

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**CHASKA PLANNING COMMISSION
MINUTES
February 13, 2019**

1. Call to Order

Chair Dahlke called the meeting to order at 7:00 pm.

2. Roll Call

Roll call was taken. Members present: Commissioners Bowe, Cross, Dahlke, Pfeiffer, Urbanski, Sailer, Lacey, Brass, Olson.

Members absent: None

Also present: Kevin Ringwald, Community Development Director; and, Liz Hanson, City Planner.

3. Adopt the Agenda

Motion by Commissioner Cross, second by Commissioner Bowe, to adopt the agenda as presented.

Motion carried.

4. Visitor Presentation

None.

5. Minutes

Commissioner Cross noted that Commissioner Pfeiffer was marked both present and absent in the minutes.

Motion by Commissioner Cross, second by Commissioner Lacey to approve the minutes of the Dec 12, 2018, Planning Commission meeting, as amended.

Motion carried.

6. Consent Agenda

Commissioner Cross stated that she thought there was a minimum size lot for Club West at 60 feet and there is one on the plat that is about 50 feet. She noted that with the setbacks, it will leave about a 35-foot lot and feels this would not meet the City requirement.

City Planner Hanson explained that Club West has started to introduce a smaller product within this portion of the development.

Commissioner Cross noted that for Savanna Estates the language says the Planning Commission is approving 25 lots, however the plat shows 26 lots.

City Planner Hanson explained that there are 25 new lots and an existing lot that is having 10 feet added onto it, so it has been incorporated into this final plat. She apologized for not clarifying this information within the staff report.

Motion by Commissioner Pfeiffer, second by Commissioner Sailer, to approve the Consent Agenda as follows:

- a) Approve the Final Plat for Savanna Estates 3rd Addition/Koosman Homes/PC#2019-02, subject to the following conditions:
 1. Approvals shall be based on the following graphic exhibits:
 - a. Final Plat – Savanna Estates 3rd Addition (pgs 1-2), prepared by Alliant Engineering, undated
 - b. Construction Documents (pgs 1-18), prepared by Alliant Engineering, dated November 27, 2018
 2. Adherence to the City's Boulevard Tree Policy and local street section design.
 3. Provision of sidewalks on both sides of all local streets.
 4. Compliance with Ordinance No. 934 (PRD-69).
 5. Prior to final plat recording, developer shall enter into an agreement with the City for the provision of necessary infrastructure and associated development costs.
 6. Payment of development fees prior to recording of final plat.
 7. Compliance with the City's existing anti-monotony housing ordinance.
 8. Prior to final plat approval, developer shall enter into an agreement with the City for the provision of necessary infrastructure and associated development costs.
 9. 360-degree architecture shall be provided for all corner lots and all lots whose rear or sides are visible from public right's-of-way or across from open spaces, specifically for Lots 1-15, Block 1 of Savanna Estates 3rd.
- b) Approve the Final Plats for Club West 9th Addition/Traditions Development/PC 2019-03, subject to the following conditions:
 1. Approvals shall be based on the following graphic exhibits:
 - a. Club West 9th Addition Final Plat (pgs 1-2), submitted by Alliant Engineering
 - b. Club West 9th Addition Construction Documents (pgs 1-11), submitted by Alliant Engineering, dated January 8, 2019
 2. Payment of park dedication fees prior to recording the Final Plat.
 3. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
 4. Compliance with Section 9.27 Anti Monotony and Design Requirements in Detached Single-Family Residential Developments.
 5. Provision of a stormwater management plan meeting City and Carver County WMO standards.
 6. Provision of an executed development agreement prior to recording Final Plat.
 7. Provision of sidewalks on both side of all local streets.
 8. Adherence to the City's Boulevard Tree Policy and local street section design.
 9. Provision of a 60 feet Right of Way width for all local streets.
 10. Adherence to the following building setbacks:
 - a. Front (house): 23 feet
 - b. Front (porch): 15 feet
 - c. Rear: 30 feet
 - d. Side (house/garage): 10 feet/5 feet
 - e. Side (corner): 23 feet

Motion Carried.

7.C. Approve the Concept Plan for Chaska Building Center Phase 3/DDK Construction, LLC/PC
2019-01

City Planner Liz Hanson presented the item to the Commission.

Commissioner Brass asked about the semi-truck parking in the back and asked if they were 53 footers with a cab.

City Planner Hanson stated that she thinks they are more of a box truck size and not semi-truck size. She noted that this is still in concept plan so some of those details will come in at a later date.

Commissioner Brass stated that he is concerned about the 53-foot trucks being a hindrance to the fire lane access.

Commissioner Urbanski asked if this proposed plan fit into the stormwater plan.

City Planner Hanson stated that at this phase it is very conceptual and those types of details will come in during the preliminary plan process.

Commissioner Urbanski asked if there were plans to update the fire lanes as part of this plan.

City Planner Hanson stated that she thinks that is something that will have to be addressed during the preliminary plat submittal to provide more traffic analysis surrounding how many trucks will be out back.

Community Development Director Ringwald noted that the County plan has improvements planned at that intersection but he is unsure of the timing.

Commissioner Pfeiffer stated that one of her concerns is with the buildings blending together and one of them having a flat roof and the other a pitched roof. She asked if the City would be comfortable with the buildings sharing some materials to help them blend but still having the roofing be different.

City Planner Hanson stated that the City is looking at this area as a whole in order to get harmony between the different buildings. She stated that the City may have to be creative with the applicant to come to a happy medium.

Commissioner Brass asked if the office spaces would be leased spaces or more like condo type offices where the businesses own the space.

City Planner Hanson stated that the developers preferred outcome would be condo type office space where each unit owned their particular portion.

Commissioner Cross expressed her concerns with the loading dock layout and the approach through another business.

City Planner Hanson stated that there is a permanent cross access easement connected to the title of all of the sites.

Community Development Director Ringwald stated that this easement is essentially a driveway easement for the northern 24 feet of the road area and stated that this type of access is not unusual.

Mike Melton, CEO of DDK, stated that they are excited about the opportunity to collaborate with the City on this project. He stated that once they receive concept approval they will move forward and nail down some of the specific end users which will clarify their plans.

Commissioner Bowe asked if DDK had connected with the local market for brokers of office and industrial space to understand the needs is in the area.

Mr. Melton explained that they have had a few conversations in this regard and noted that he feels very comfortable with the back industrial portion, but know they need to work on the office/condo portion a bit.

Commissioner Bowe stated that the bay sizes for the industrial portion of the project seem on the small side to her.

Commissioner Brass agreed and asked if the industrial bays would be leased tenant space or condo space.

Mr. Melton stated that there are a lot of users in the 4,000-5,000 sq. ft. range. He stated that this building gives them a lot of flexibility for business sizes. He said it could end up being just two larger tenants in the building. He noted that they are expecting the trucks to be more panel type box trucks and not the 53-foot-long trucks and explained that they are in discussion with some possible users.

Commissioner Bowe encouraged Mr. Melton to consider dock high and drive-in doors especially for the smaller bays. She asked how much pre-leasing for the condo space would have to happen before the construction would officially begin.

Mr. Melton stated that they plan to move forward as quickly as they can once they get a few users locked in. He stated that he is not sure which building will move forward first because it depends on who shows interest.

Chair Dahlke stated that it appears as though there is a significant challenge in the parking situation that will need to be resolved. He stated that he thinks that DDK will need to be able

to accommodate 53-foot trucks because there may be vendors that show up with that style truck.

Commissioner Sailer stated that in winter conditions the 24-foot road may become 20 feet wide because of snow fall and that should be taken into consideration when thinking about the access to the bays.

Mr. Melton stated that the constraints of the site will essentially dictate what types of users will be attracted to the site.

Chair Dahlke stated that the fire lane needs significant improvement and repairs and asked what type of driveway would be in the back of the project.

Mr. Melton stated that it will be a collective process between the users, but he expects it will be asphalt.

Commissioner Bowe confirmed with the City Engineer that this will continue to be a private road and the 3 parcels will be responsible for maintaining it themselves.

Commissioner Cross stated that she thinks the project, as proposed, is too condensed and too tight.

Commissioner Urbanski stated that he agreed that things may be too tight but noted that he is excited to something come in at this location.

Commissioner Bowe stated that she agrees with most of the staff's comments in the report and noted that she feels that the two planned uses are not complimentary. She would prefer to see a larger industrial building or all office space.

Motion by Commissioner Pfeiffer, second by Commissioner Brass, to recommend to City Council approval of a concept plan for Phase III of the Chaska Building Center (DDK), PC #2019-01; subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
 - a. Concept Plan (pgs 1-15), submitted by DDK Construction.
2. Provision/modification of any drainage and utility easements as required by the City Engineer in the course of his review.
3. Provision of easements for the private drives (vehicular cross access easements) that service the lots of the Chaska Building Center.
4. Coordination with the City Engineer with regard to utilities, grading and drainage.
5. Installation of all site lighting at a 0-degree angle with the light source fully concealed at the property line.
6. Provision that east façade on industrial building provides 360-degree architecture like its south façade.
7. Utilization of modular face brick and natural stone as a Class I material.

8. No exterior storage will be permitted.
9. Provision of the required 50 feet setback from the edge of the top of the creek bank to all buildings and impervious surfaces.
10. Provision of hydrant placement needs to accommodate City standards for hydrant placement and fire code standards.
11. Provision that accesses into site align with adjacent Cuzzy's accesses on Fire Lane, specifically for the central access.
12. Provision that the shared driveway on the north side of the site will be at least twenty-four feet wide and unobstructed at all times.
13. Provision that the professional office buildings will be designed to fit in with the industrial buildings within this development.
14. Provision that the professional office buildings be pushed more south to line up with the adjacent Formacoat building.
15. Provision that the industrial building and professional office buildings are designed to fit into Chaska.
16. Provision that the buildings adhere to the setbacks and regulations of Ordinance No. 950.
17. Provision of a truck turning exhibit and a loading dock exhibit with vehicle sizes to be provided at preliminary submittal.
18. Provision of a direct pedestrian connection from Fire Lane to the City's local trail running along East Chaska Creek.
19. Provision of a parking summary to be submitted at time of preliminary submittal.
20. Provision to submit Utility and Site Plan As-Builts at the time a building permit is issued.
21. Any and all building signage shall be submitted separately, meet the sign ordinance, and shall obtain sign permits prior to installation.
22. Provision of a storm water management plan meeting City and Carver County WMO standards.
23. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
24. Provision that all mechanical equipment will be fully screened from view.
25. Compliance with section 9.11 Building Design/Materials and Site Design.
26. Adherence with the Engineers Memo dated February 8, 2019.
27. Elimination of all un-used driveway accesses on Chaska Boulevard prior to issuance of a Building Permit.
28. Compliance with the County Memo dated June 8, 2018.
29. Provision to provide accesses into the site consistent with Carver County's guidance and requirements.

Motion carried.

8. Other Business

A. Receive Other Meeting Minutes

- i. Receive the Minutes of the December 03, 2018 December 17, 2018 and January 07, 2019 City Council Meetings.
- ii. Receive the Minutes of the December 10, 2018 and January 14, 2019 Park Board
- iii. Receive the Draft Minutes of the December 17, 2018 EDA Meeting

Commissioner Urbanski

- Gave a brief background on how he came to Chaska and his history in public service
- Noted that he has a family vacation planned and will not be able to attend the next Planning Commission meeting

Commissioner Sailer

- Gave some background information on himself and where he has lived and gone to school

Commissioner Pfeiffer

- Noted that she had served on the Planning Commission for about 3.5 years and gave some information on her background.

Commissioner Cross

- Stated that this is the beginning of her last term on the Planning Commission and gave some background information on her experience

Commissioner Bowe

- Stated that she had been serving on the Planning Commission for about 2 years and gave some background information on herself.

Commissioner Lacey

- Gave some background information on himself and his past work experience

Commissioner Brass

- Gave some background information on himself and his work experience

Commissioner Olson

- Gave some background information on himself and his work experience

Chair Dahlke

- Explained that he is the new Chair of the Planning Commission and gave some history of his experience in the City
- Asked if the City could send out the guidelines for the Class 1, 2, and 3 materials to the full Commission
- He stated that he is happy there is finally work happening on Pioneer Trail
- Asked that the agenda be added to the iPad version of the files

9. Adjourn

Motion by Commissioner Lacey, second by Commissioner Sailer to adjourn the meeting at 8:33 pm.

Motion carried.