

EMPLOYMENT AGREEMENT

AGREEMENT made between TY J. TECHAR (hereinafter sometimes referred to as "Employee") and the CITY OF GILBERT (sometimes hereinafter referred to as "City").

WHEREAS, the City desires to employ the services of said TY J. TECHAR as Chief of Police of the CITY OF GILBERT for the purpose of assisting the Mayor and City Council and the Gilbert Police Commission in carrying out, administering and managing the services and protective functions of the Police Department of the City consistent with Federal, State and City laws, regulations, ordinances, and the City Code; and

WHEREAS, it is the desire of the City to provide certain compensation and benefits and to establish certain terms and conditions of employment for said Employee; and

WHEREAS, the Gilbert Police Commission, pursuant to Minnesota Statutes Chapter 419, exercises control and supervision over employment, promotion, discharge and suspension of all officers and employees of the Police Department; and

WHEREAS, Employee desires to be employed as Chief of Police of said City, pursuant to and under the terms, conditions, compensation and benefits as stated in this Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the City and Employee agree as follows:

SECTION 1. DURATION AND DUTIES

- A. City hereby agrees to employ TY J. TECHAR as Chief of Police for the period commencing May 1, 2014, through April 30, 2017, to perform the functions and duties including, but not necessarily limited to, the following:
1. The performance of all responsibilities imposed upon the position of Chief of Police by Federal and Minnesota State Laws;
 2. The responsibilities imposed upon the position by ordinances and the City Code of the CITY OF GILBERT;
 3. Such other legally permissible and proper duties as the Mayor and Council and Gilbert Police Commission may assign from time to time pursuant to their respective legal authority; and
 4. Attendance at all meetings of the Gilbert Police Commission and all meetings of the Gilbert City Council except when Employee is on scheduled vacation or in the event of excused illness. Attendance at such meetings shall be without additional compensation or compensatory time off.

It is agreed, recognized and acknowledged that Employee's original hire date (i.e., date of commencement of employment) for the Chief of Police position is May 1, 2012.

SECTION 2. TERMINATION

- A. Employee may be terminated for just cause subject to Police Commission hearing upon at least ten (10) days written notice stating the specific facts justifying the termination.
- B. Employee voluntarily resigns his position with the City upon one (1) month of written notice in advance, specifying the exact date of resignation.

SECTION 3. COMPENSATION

The normal work week shall consist of day shift Monday through Friday. The dayshift shall consist of 4(10hr) or 5(8hr) shifts. The Employee agrees to cover for other officers on rotation shifts in the event of illness, vacation, death of an immediate family member or as necessary in his discretion. However, Employee will not be assigned to cover rotation shifts on a permanent basis.

- A. **Salary:** Effective May 1, 2014, City agrees to pay the Employee an annual salary of \$69,313.34. Effective May 1, 2015, City agrees to pay the Employee and annual salary of \$70,699.60. Effective May 1, 2016, City agrees to pay the Employee and annual salary of \$72,113.59.

In addition to the base annual salary stated above, Employee shall receive longevity pay according to the following schedule:

Years of Service	Percentage of Pay
5-9	2% of pay
10-14	3% of pay
15-19	4% of pay
20-24	5% of pay
25 plus	6% of pay

For purposes of this longevity pay schedule, it is acknowledged and agreed that Employee's years of service will be calculated based upon a start date going back to his original date of employment as a police officer with the City of Gilbert, which is March 5, 1999.

- B. **Fringe Benefits:** The Employee shall be entitled to the following benefits:
 - 1. Fully paid group life insurance in the amount of \$35,000.00 shall be provided by the City, naming Employee as the insured.
 - 2. Employee and dependent health, hospitalization and dental insurance coverage, under the City's group health, hospitalization and dental insurance plans, shall be provided by the

City. Said coverages, plans and benefit levels, and the monthly premium cost sharing arrangement shall be the same as that which is provided for L.E.L.S. Local 15 employees in the City of Gilbert.

3. The Employee shall be allowed the following paid holidays:

New Year's Day	Fourth of July	Veteran's Day
President's Day	Labor Day	Thanksgiving Day
Good Friday	Columbus Day	Christmas Day
Memorial Day	Martin Luther King Day	

If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

4. Employee shall receive two hundred (200) hours of paid vacation for each calendar year included in said contract. Vacation credits may be accumulative and may be carried into the following calendar year, if prior approval is given by the Council. In addition, Employee shall receive three (3) paid personal leave days each calendar year.
5. Three (3) days absence without loss of pay shall be allowed Employee in case of death in the immediate family, namely: spouse, children, stepchildren, parents, brother, sister, grandparents, mother-in-law, and father-in-law.
6. City shall reimburse Employee for one pair prescription eyeglasses annually, with cost/reimbursement amount not to exceed \$300.00.
7. Long term disability insurance coverage through Fortis Company, or such other company as determined by the City from time to time, shall be provided by the City, naming Employee as the insured.
8. Employee shall be allowed one day of absence annually, without loss of pay, to serve as a pallbearer or in the color guard for a funeral or memorial service.
9. Retiree Health Insurance Benefits: If Employee continues to be employed by the City as Chief of Police; attains 30 years of service as an employee of the City of Gilbert; and is eligible for PERA retirement; then, upon Employee's retirement, the City will continue to provide the Employee and the Employee's dependent(s) the same hospital and medical insurance coverage, under the City's group health insurance plan/program, as the active L.E.L.S. Local 15 employees in the City, with the same monthly premium cost sharing arrangement as said employees have with the City. In other words, during Employee's retirement and until Employee becomes eligible for Medicare, the Employee's retiree health insurance benefits will track the health insurance benefit package/plan as the active law enforcement employees in the City, with the same monthly premium cost sharing arrangement.

When the Employee becomes eligible for Medicare coverage, the Employee shall be required to apply for such coverage and the retiree health insurance benefits identified in the preceding paragraph will terminate. When such Medicare coverage is implemented, then Employee shall be covered under a Blue Cross Blue Shield Medicare supplemental plan or an equivalent Medicare supplemental plan, with the same monthly premium cost sharing arrangement as was in place between Employee and the City at the time Employee became eligible for Medicare coverage.

The above stated retiree health insurance benefits shall continue only as long as Employee/Retiree is alive.

- C. Accrued vacation leave payable to City employees generally upon termination of employment shall be paid to the Employee, whether employment is terminated by action of the City or by the resignation of the Employee.

Upon retirement of the Employee, any unused vacation may be placed into a health care savings account by request of the Employee, to be used to pay the Employee's share of the monthly health insurance premiums (as described and stated above), until said account is depleted.

- D. If Employee covers a shift of a regular scheduled officer, Employee will receive overtime pay in the form of straight time pay at Employee's regular hourly rate of pay, if the time worked is not part of the Employee's regular work time/schedule. If called out for more than 2 hours during non-scheduled time, Employee will be eligible for call out pay in the form of straight time pay at the Employee's regular hourly rate of pay or shall be allowed an equivalent of Flex Time. Employee may accumulate Flex Time (at straight time rate) in lieu of overtime or call out pay, but the Flex Time accrual shall not exceed 60 hours. Employee is allotted an amount of overtime and call out pay at his discretion, which, combined, shall not exceed \$5,000.00 per calendar year, not including grant reimbursed overtime (i.e., ATV Patrol, Boat Patrol, Snowmobile Patrol and Safe and Sober). Any other overtime above the \$5,000.00 allotted amount per calendar year must be pre-approved by the Mayor and City Clerk.

In calculating the Employee's regular hourly rate of pay for purposes of paying overtime and call out pay (at straight time rate) the regular hourly rate of pay shall be calculated by taking the Employee's annual salary and dividing it by 2080 hours.

- E. The City will pay dues on behalf of Employee to the State and National Chiefs of Police Association.
- F. The City will pay for Employee's costs to attend the annual MN Chiefs of Police Convention.

SECTION 4. SICK LEAVE AND SEVERANCE

- A.** Sick leave shall be earned at a rate of 10 hours per month accumulative to 720 hours maximum.
- B.** Upon retirement, 300 hours of the Employee's 720 hours of accrued sick pay will be multiplied times the Employee's hourly rate of pay (i.e., annual salary divided by 2080 hours). That amount will be placed into a health care savings account to be used to pay the Employee's/Retiree's share of the monthly health insurance premiums (as described and stated above), until said account is depleted.
- C.** Upon the death of the Retiree, any unused balance left in the health care savings account may be used by the Retiree's dependent to pay for the full health care premium until all of the funds have expired from the health care account.

SECTION 5. INJURY ON DUTY

- A.** If the Employee is injured on duty and qualifies for Workers' Compensation the Employee shall be eligible for injury on duty pay on the date the Employee begins drawing Workers' Compensation benefits.
- B.** If the Employee qualifies for Section A, the Employee shall be compensated an amount equal to the difference between the Workers' Compensation benefits and the Employee's regular salary. Such compensation shall not exceed an amount equal to six (6) months of the Employee's regular rate of pay per disabling occurrence. This payment shall not be deducted from accrued leave.
- C.** If the Employee exceeds the cap stated in Section B, then the Employee will be allowed to use accrued sick leave to make up the difference between the amount of Workers' Compensation benefits and the Employee's regular salary.

SECTION 6. UNIFORM ALLOWANCE

- A.** The City will pay up to Six Hundred Dollars (\$600.00) per year for uniform replacement, equipment purchases, and maintenance of uniform/equipment items.
- B.** All uniform and equipment items remain the property of the City.
- C.** If the City changes the style or type of uniform, the City shall pay for the new uniforms.
- D.** The City will provide a cellular/smartphone at no cost to the Employee. The Employee may use the city phone for personal calls/text messages not to exceed the monthly allotment of minutes/texts/data. Employee will reimburse the City for any excess charges due to non-departmental use.

SECTION 7. EMPLOYER AUTHORITY

- A. The City retains full and unrestricted authority except as limited by this Agreement to:
 - 1. Operate and manage all manpower.
 - 2. Establish functions and programs.
 - 3. Approve work schedules.

- B. The parties expressly agree that Employee is "head of department" as defined in Minnesota Statute § 197.46, the Minnesota Veteran's Preference Act, and, therefore, is not covered by or entitled to the protections of the Minnesota Veteran's Preference Act.

SECTION 8. GENERAL PROVISIONS

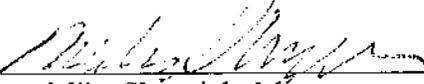
- A. The City Council shall fix other terms and conditions of employment as it may determine from time to time relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, resolutions or ordinances of the City or any other law.

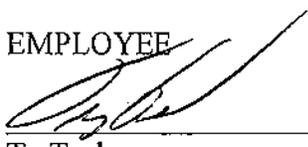
- B. The text herein shall constitute the entire Agreement between the Parties.

- C. This Agreement shall become effective on May 1, 2014, and remain in effect until amended by mutual agreement of both parties.

- D. This Agreement is subject to and will be interpreted in accordance with the laws of the State of Minnesota. In the event any provision of this Agreement shall be held contrary to or in violation of law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue and remain in full force and effect. The voided provision may be renegotiated at the request of either party.

IN WITNESS WHEREOF, the CITY OF GILBERT has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk-Treasurer, and the EMPLOYEE has signed and executed this Agreement, both in duplicate, on the 9 day of September, 2014.

CITY OF GILBERT
By: 
Mike Skenzich, Mayor

EMPLOYEE

Ty Techar

ATTEST:

Debra Sakrison

Debra Sakrison
City Clerk-Treasurer