



EMPLOYEE HANDBOOK

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SECTION ONE - PURPOSE, ADOPTION, AMENDMENT AND SCOPE

SECTION 1.1 - PURPOSE

This employee handbook provides a uniform guide for human resources administration for employees of Dakota 911.

Employees subject to these policies and procedures are responsible for complying with and carrying out provisions of these policies. Any employee who fails to comply with any of the provisions of these policies and procedures will be subject to disciplinary action in the form that Dakota 911 deems appropriate, up to and including dismissal from employment.

SECTION 1.2 - SCOPE

This employee handbook contains policies and procedures for all employees. It applies to union employees to the extent that it does not conflict with the subject collective bargaining agreement. Union employees are encouraged to consult their collective bargaining agreement first for information about their employment conditions.

SECTION 1.3 - NOT AN EMPLOYMENT CONTRACT

This employee handbook does not attempt to address all possible work situations or to identify every possible situation. The latest version of the employee handbook will be maintained at <https://dakota911.benefithub.com>.

The employee handbook is for informational purposes and is not intended to create a contract of employment. They may be amended, repealed, or modified at any time by Dakota 911. Except as modified by a collective bargaining agreement, your employment with Dakota 911 is “at will” and may be terminated at any time by either you or Dakota 911 with or without cause.

SECTION 1.4 - POLICY AMENDMENTS

The Dakota 911 Board of Directors may from time to time add, delete or amend information in this manual. The Executive Director has the authority to modify the manual as necessary to ensure its accuracy, clarity or ease-of-use. These modifications will not change the meaning or scope of the manual or of individual policies, or of any Dakota 911 or employee rights or responsibilities. No further approval is required of such a change.

In addition to the authority delegated in the paragraph immediately above, the Executive Director has the authority to modify and update the contents of this manual with respect to technical or operational matters, or matters of legal compliance. However, any changes made under this authority will be summarized and provided in a timely fashion as a consent agenda item to the Dakota 911 Board of Directors.

Any other modifications, additions or deletions shall be in force only upon the prior approval of the Dakota 911 Board of Directors. When such a change is made, the amendment will be documented and a notification of the changes will be sent to all employees.

SECTION 1.5 - DATA PRACTICES ADVISORY

During the course of Dakota 911 employment, an employee may be asked to provide information that is classified by state law as either private or confidential. Private data is information that generally cannot be given to the public

but can be given to the subject of the data. Confidential data is information that generally cannot be given either to the public or to the subject of the data. All employee data will be reviewed, retained and disseminated in accordance with the Minnesota Government Data Practices Act, HIPPA and any other Federal laws and State Statutes.

The Dakota 911 Board of Directors has designated the Executive Director as both the Data Practices Responsible Authority and the Data Practices Compliance Official. The Executive Director has designated the HR Coordinator as the Data Practices Compliance Designee.

Dakota 911 will provide incident response data as defined by Minnesota Statutes when such data is created or maintained by Dakota 911. Dakota 911 will provide incident data to our member agencies in accordance with agreements for such release.

SECTION 1.6 - MINNESOTA PERSONNEL RECORD REVIEW AND ACCESS ACT

Effective January 1, 2008, the Minnesota Personnel Record Review and Access Act provides the following rights and remedies to employees regarding their personnel files:

- After termination, employees may review their records once annually for as long as Dakota 911 maintains the record.
- Dakota 911 must comply with an employee's written request to review his or her file within seven (7) work days from date of request.
- After the review, the employee may request in writing a copy of the record at no charge to the employee.
- If the employee disputes information contained in the record and Dakota 911 does not agree to remove or revise the disputed information, the employee may submit a written statement of up to five (5) pages explaining the employee's position. This statement will be included in the personnel file for as long as Dakota 911 maintains it.
- Dakota 911 may not retaliate against employees for asserting rights or remedies under the statute. If Dakota 911 unlawfully retaliates against an employee, the employee may bring a civil action to compel compliance and for actual damages, back pay, reinstatement, equitable relief and attorney fees.

SECTION 1.7 - EEO POLICY STATEMENT

Dakota 911 is committed to providing equal opportunity in all areas of employment including but not limited to hiring, demotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation and selection for training. Dakota 911 will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, disability, age, marital status, status with regard to public assistance, veteran status, familial status or membership on a local human rights commission.

SECTION 1.8 - TOBACCO FREE WORKPLACE

All Dakota 911 buildings and vehicles, in their entirety, shall be designated as Tobacco Free, meaning that no person will smoke/chew tobacco or other substances while in such Dakota 911 vehicle and facilities or within a 75 foot radius of the building, except that using tobacco is permitted in designated smoking areas, not within 30 feet of building entrances. The designated employee tobacco use area is the employee parking lot. The designated visitor tobacco use area is the south end of the visitor parking lot.

Use of tobacco in any form is prohibited in any building owned or leased by Dakota 911. Tobacco is defined as any lighted or unlighted product including cigarettes, e-cigarettes, cigars, pipes, and chewing tobacco.

All guests of Dakota 911 will be expected to adhere to the tobacco use guidelines.

SECTION TWO - DEFINITIONS

As used in this manual, the following words and terms, unless the context clearly indicates otherwise, shall have the meaning as defined herein:

Anniversary Date: An employee's anniversary date shall be based on the first date of consecutive employment at Dakota 911 as a regular full-time employee.

Benefits: Privileges granted to employees as part of their total compensation package including PTO, holiday, personal and military leaves; medical, dental, life and disability insurance; and professional development/continuing education.

Compensatory Time: Time off from work at the employee's normal straight time rate of pay. For employees not exempt from the provisions of the Fair Labor Standards Act (FLSA), compensatory time shall be computed at one and one-half (1 ½) times the number of overtime hours worked.

Controlled Substance: Substances whose distribution is controlled by regulation or statute including, but not limited to narcotics, depressants, stimulants, hallucinogens and cannabis. Controlled substances are further defined as those substances as listed in schedules I - V of Section 202 of the Controlled Substances Act.

Dangerous Weapons: A dangerous weapon is any instrument capable of producing bodily harm, and the use of which manifests intent to harm or intimidate another person or that warrants alarm for the safety of another person. This includes Dakota 911 tools, instruments, or other implements which if used improperly and/or for anything other than their intended use could result in bodily harm, intent to harm, intimidate another person or threaten the safety of the employee and/or another person.

Date of Hire: The first day of employment with Dakota 911

Eligible: A person who is qualified for some type of appointment.

Employee: A person who performs services for compensation, in whatever form, for Dakota 911.

Employee in Good Standing: An employee who has complied with the provisions of the Personnel Policy and who is not the subject of proposed suspension or final discipline.

Exempt Employee: An employee who is exempted by specific provisions of the Fair Labor Standards Act. These employees are paid on an annualized salary basis. Regular full-time FLSA exempt employees shall not be subject to overtime pay.

Full-Time Employee: An employee who has completed his/her probationary period, who is regularly scheduled to work a forty (40) hour week for twelve (12) months per year, subject to holidays and use of earned leave.

Harassment: Unwelcome verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, creed, sex, national origin, age, disability, veteran status, sexual orientation, marital status or status in regards to public assistance or any other category protected by law.

Immediate Family: Spouse, child, mother, father, sibling, grandparent, mother-in-law or father-in-law.

Introductory Employee: An employee who was placed in a position at Dakota 911 through a hiring process, not a promotional process.

Longevity: The total length of service, including initial probationary period, with Dakota 911 and/or previous PSAP who, through consolidation, became a regular, full-time employee of Dakota 911.

Mood Altering: Changed behavior which may limit an employee's ability to safely and efficiently perform his/her job duties or poses a threat to the safety of the employee or others.

Non-Exempt Employee: An employee who is subject to the Fair Labor Standards Act. These employees are not exempt from the law's requirements concerning minimum wage and overtime.

Overtime: Time worked at the express authorization of the Employer in excess of the non-exempt employee's scheduled shift.

Predecessor PSAP Governing Entity in Dakota County: One of the following governmental units: Apple Valley, Burnsville, Dakota County, Eagan Lakeville.

Probationary Employee: An employee appointed to a regular position serving the initial one (1) year probationary period.

Probationary Period: Period of time used for observing the employee's work, for securing the most effective adjustment of the employee to his/her position and for removing any employee whose performance does not meet the required work standards.

Promotion: A promotion is defined as the selection of an internal candidate through a competitive process into a position at a higher salary range.

Seniority Date: The first date of consecutive employment at Dakota 911 as a regular full-time Ex-employee in their current position.

Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or medical care facility; or continuing treatment by a health care provider. As a result of this condition the employee is deemed unable to perform essential functions of his/her position.

Stand-by: Additional pay for employees required to be immediately available for duty.

Temporary Employee: An employee in a position that has not been designated as a regular position by Dakota 911 action, not to exceed 67 days per calendar year per MN Statute.

Termination: A complete separation from employment as a result of discharge, resignation, retirement or death.

Under the Influence: When an employee is perceptibly impaired; has impaired alertness, coordination, reactions, responses or effort; if the employee's condition threatens the safety of

him/herself or others.

Veteran: A person entitled to veteran's preference pursuant to the Veteran's Preference Act and any other applicable veteran's regulation.

Work Related and Other Drug Abuse: The use of mood altering drugs, including all forms of alcohol, narcotics, depressants, stimulants, hallucinogens, marijuana or the use of prescription drugs when resulting behavior or appearance adversely affects work performance.

SECTION THREE - CONDUCT AND RESPONSIBILITIES

Dakota 911 expects all employees to exhibit ethical and professional conduct in the performance of their job duties. They are expected to work in cooperation with other public officials and employees.

The following list is not exhaustive. It provides the essence of behavior that is acceptable in the workplace.

SECTION 3.1 – ATTENDANCE AND PUNCTUALITY

Dakota 911 employees will be punctual in reporting for duty at the time designated by their supervisor. Habitual failure to report promptly at the time directed will be deemed neglect of duty.

SECTION 3.2 - TRUTHFULNESS

Dakota 911 employees will not make false statements or intentionally misrepresent facts under any circumstances. Members will not knowingly make false reports or enter false, inaccurate or improper information to department books, records or electronic recording devices.

SECTION 3.3 – PERSONAL VISITS

Dakota 911 employees are discouraged from conducting personal visits in the main dispatch area of the Dakota 911.

SECTION 3.4 - POLITICAL ACTIVITIES/SOLICITATION

Dakota 911 employees shall not:

- Directly or indirectly, during his/her hours of employment solicit or receive funds or, at any time, use his/her authority or official influence to compel any other employee to apply for membership in or become a member of any organization, or to pay or promise to pay any assessment, subscription, or contribution to any organization or to take part in any political activity.
- make endorsements of political candidates, while on duty, or while wearing the Dakota 911 official uniform.

These rules do not prevent Dakota 911 employees from engaging in the free expression of political speech or expressing their views on political issues or other matters of public concern in their capacities as private citizens.

SECTION 3.5 – CONDUCT TOWARDS THE PUBLIC

All employees are expected to deal courteously with the public. Favorable impressions created by courteous public relations develop citizen good will and support for each employee,

department and Dakota 911 as a whole.

SECTION 3.6 – INSUBORDINATION

Employees of Dakota 911 will promptly obey any lawful order from a supervisor. Failure or deliberate refusal of any member to promptly obey a lawful order given by a supervisor shall be considered insubordination. If an employee believes that he or she has been given an unlawful order, they shall advise the supervisor of their concern.

Employees shall not act so as to exhibit disrespect for supervisor. Ridiculing or criticism of a supervisor, or his/her orders, whether in or out of his/her presence, is also insubordination.

SECTION 3.7 – CONDUCT TOWARD EMPLOYEES

Dakota 911 employees shall exercise reasonable courtesy in their dealings with fellow employees and the public. No employee shall ridicule, mock, deride, taunt, belittle, willfully embarrass, humiliate, or shame any other person.

SECTION 3.8 – NOTIFICATION OF CHANGED PERSONAL DATA

Employees of Dakota 911 will report any changes in address, and telephone number within twenty-four (24) hours after making such changes, by promptly submitting such information to the HR Coordinator and immediate supervisor. All members of Dakota 911 will maintain telephone service for contact while off-duty.

SECTION 3.9 – NEGLECT OF DUTY

Neglect of duty may include but is not limited to sleeping while on duty.

SECTION 3.10 – FITNESS FOR DUTY

While on duty, Dakota 911 employees are to remain physically prepared to perform all required duties. Any employee called back to work at a time other than their regularly scheduled assignment shall inform the requesting supervisor of any circumstance that would prevent them from proper performance of their duties.

Employees are to notify their supervisor, if at any time they are physically unable to perform their duties, whether as a result of fatigue, illness, medication, injury, intoxicants or any other factor which impairs their ability to perform.

SECTION 3.11 – DRESS CODE

Dakota 911 approved uniforms must be worn during all assigned working hours and are only authorized for those hours, and other business duties as assigned. Garments must be clean and pressed and may be reviewed periodically for appropriateness. Exceptions will be at the discretion of a supervisor or when an assignment may dictate a variance to the policy. The following guidelines apply unless noted otherwise in a collective bargaining agreement:

1. New hires will receive an initial issue of six uniform shirts and/or pants from the approved vendor.
2. Standard uniform shirt is a long-sleeve oxford in an approved color, bearing the Dakota 911 logo.
 - All employees are required to maintain at least one standard uniform shirt at all times.
 - Dakota 911 may require the standard uniform shirt for specific dates or events.
3. During shifts, employees may wear an approved alternate uniform top.
4. Pants may be business casual or nice jeans with no signs of distress.

- Cropped or distressed pants are unacceptable.
 - Women may wear casual dress skirts in black or khaki.
 - Skirt length must be between knee and calf length.
5. Shoes may be closed-toe casual-style or sneakers.
 - Shoes must be clean.
 - Bare feet, open toe shoes, Crocs and flip flops are prohibited.
 6. Color coordinating turtlenecks or crew neck shirts may be worn under the uniform shirt.
 7. Dakota 911 identification cards must be worn and visible at all times employees are in the Dakota 911 facility, whether on or off duty.
 8. Administrative staff may wear the Dakota 911 uniform or business casual clothing at their discretion, based on operational duties.
 9. Casual black or khaki sweaters, or other approved fleece cardigans, wind breakers and jackets are acceptable accompaniments to a uniform shirt.
 - Sweatshirts and unauthorized hoodies are prohibited.

Casual Clothing: All employees working shifts that start on Saturday or Sunday, or on identified holidays, are allowed to wear casual clothing. All Administrative and Technical Support personnel are eligible to wear casual clothing the last day worked of each month. The following articles of clothing are not allowed:

- Shorts
- Distressed Jeans
- Cropped Pants
- Exercise-Style Leggings
- Sweat Pants
- Tank tops
- Flip Flops

Inappropriate Dress: Any employee wearing clothing deemed inappropriate by their supervisor will be sent home to change and required to use earned leave to cover the time. Inappropriate dress includes, but is not limited to, anything that reveals breasts, back, belly or butt.

SECTION 3.12 – SCENT-FREE WORK ENVIRONMENT

Dakota 911 strives to maintain a workplace environment that is conducive to efficiency and productivity and free from unnecessary distractions and annoyances. Recognizing that employees and visitors to our offices may have sensitivity or allergic reactions to various scented products, and due to the close proximity of work stations, excessive use of perfumes, colognes, aftershave, essential oils, scented lotions and hand sanitizers, as well as workstation sanitizing products will be closely monitored.

Use deemed excessive and/or lingering will be brought to the employee's attention and documented. Continued use deemed excessive and/or lingering will be addressed with progressive discipline as determined by the operations director.

Scent: a distinctive smell

Excessive: immoderate, unreasonable as determined by the on-duty supervisor.

Lingering: slow to dissipate, fade away or disperse as determined by the on-duty supervisor.

SECTION 3.13 – FOOD AND DRINK ON THE DISPATCH FLOOR

Food allowed on the dispatch floor will be limited to dry non-odiferous snacks, as needed for

medicinal purposes, or as approved by management. All beverages brought onto the dispatch floor are required to have covers on them at all times.

SECTION FOUR - DISCRIMINATION AND HARASSMENT

Dakota 911 is not voluntarily engaging in a dispute resolution process within the meaning of Minn. Stat §363A.28, subd. 3(b) by adopting and enforcing this policy. The filing of a complaint under this policy and any subsequent investigation does not suspend the one-year statute of limitations period under the Minnesota Human Rights Act for bringing a civil action or for filing a charge with the Commissioner of the Department of Human Rights.

SECTION 4.1 – DISCRIMINATION

It is Dakota 911 policy to provide a work environment free from unlawful discrimination based on race, color, religion, creed, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, transgender status, marital status or status in regards to public assistance or any other category protected by law. Employees engaging in such activity violate the terms of this policy and may be subject to disciplinary action, up to and including termination of employment.

SECTION 4.2 - HARASSMENT

Dakota 911 will not tolerate any individual engaging in verbal, written, physical, or other conduct which has the purpose or effect of unreasonably interfering with a person's work performance, or which creates an intimidating, hostile, or offensive work environment on account of a person's race, color, religion, creed, sex, national origin, age, disability, veteran status, sexual orientation, marital status or status in regards to public assistance or any other category protected by law. Such conduct may result in disciplinary action, and could include immediate termination of employment.

Harassment in violation of Dakota 911 policy may occur when:

1. Submission to such conduct is either explicitly or implicitly made a term or condition of employment;
2. Submission to or rejection of such conduct by an employee is used as a basis for employment decisions such as promotion, assignment, demotion, discipline, or discharge; or
3. Such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment by;
 - a. Substantially interfering with an employee's work performance; or
 - b. Otherwise adversely affecting an individual's employment opportunities.

Depending on the circumstances, harassment may include, but is not limited to:

Verbal Harassment: (e.g., certain unwelcome epithets, slurs, negative stereotyping, jokes, pranks or other threatening, intimidating or hostile acts that relate to race, color, religion, creed, sex, national origin, age, disability, veteran status, sexual orientation, marital status or status in regards to public assistance or any other category protected by law);

Written Harassment:(e.g., using, displaying or circulating certain unwelcome poems, letters, cartoons, or other visual or physical renderings that denigrate or show hostility or aversion toward an individual or group because of race, color, religion, creed, sex, national origin, age,

disability, veteran status, sexual orientation, marital status or status in regards to public assistance or any other category protected by law);

Physical Harassment: (e.g., unwelcome gestures, impeding movement or other threatening, intimidating, hostile or offensive contact that is directed toward an individual because of his or her race, color, religion, creed, sex, national origin, age, disability, veteran status, sexual orientation, marital status or status in regards to public assistance or any other category protected by law).

Sexual Harassment: (e.g. repeated offensive sexual flirtation, advances or propositions, unrequested touching, continual or repeated verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words, overly personal words or conduct and the display in the workplace of sexually explicit objects)

1. No employee shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to unwanted sexual advances will adversely affect their employee's employment evaluation, wages, advancement, assignment, duties or any other condition of employment or career development.
2. Sexual harassment is sexual conduct that substantially interferes with another person's work performance or creates an intimidating, hostile or offensive work environment. Sexual harassment can occur between members of the same sex, and the victim as well as the harasser may be a woman or a man. The harasser may be a coworker or a manager in an employee's work unit or another unit, or someone who is not an employee who is encountered in the course of work for Dakota 911.

SECTION 4.3 - INTERNAL COMPLAINT PROCESS

An employee who experiences prohibited or unlawful harassment or discrimination in the workplace should, whenever possible, directly inform the offending individual that the conduct is unwelcome or improper and must stop. The employee should report the offensive behavior, in writing, to the employee's immediate Supervisor. If circumstances make it unreasonable or impractical to report the offensive behavior to the employee's immediate supervisor, it may be reported to the HR Coordinator, Operations Director or Executive Director.

If the employee feels uncomfortable approaching the offending individual, fears possible physical injury, or if the conduct continues, the employee's immediate Supervisor should be immediately informed. Likewise, an employee who suspects that unlawful harassment or discrimination is occurring at Dakota 911 should immediately contact their direct Supervisor. If circumstances make it unreasonable or impractical to contact the employee's direct supervisor, the employee may contact the HR Coordinator, Operations Director or Executive Director.

SECTION 4.4 – MANAGER/SUPERVISOR RESPONSIBILITY

It is imperative that all managers/supervisors of people within all departments at Dakota 911 conduct themselves in accordance with this policy. Each department head, manager and supervisor is responsible for ensuring that employees comply with this policy. Dakota 911 will enforce this policy against any individual engaging in prohibited or unlawful harassment or discriminatory conduct, and against management personnel who knowingly allow such behavior to continue.

Managers/Supervisors must take timely and appropriate action when they know or have reason to know that behavior which might be prohibited or illegal harassment or discrimination is

occurring, and must promptly notify the Operations Director or Executive Director. In addition, all employees, including managers/supervisors, are prohibited from retaliating against employees for filing a complaint in good faith or for participating in good faith in an internal Discrimination/Harassment investigation.

SECTION 4.5 – COMPLAINT INVESTIGATION AND RESOLUTION

Dakota 911 is committed to resolving all incidents of prohibited or unlawful discrimination and Harassment internally. Therefore, any employee who believes that s/he has been subjected to discrimination, harassment in violation of this policy should notify their immediate supervisor. If circumstances make it unreasonable or impractical to notify the employee's immediate supervisor, the employee may notify the HR Coordinator, Operations Director or Executive Director.

In addition to notifying an immediate supervisor or member of management, the employee is encouraged to take the following steps:

1. Make it clear to the harasser that the conduct is unwelcome and document the conversation.
2. Document the occurrences of harassment.
3. Report complaints.
4. Document any further harassment or reprisals that occur after the complaint is made.

SECTION 4.6 – DETERMINATION

Dakota 911 will determine whether particular conduct violates this policy by assessing the totality of the circumstances on a case-by-case basis.

If the facts support the allegations, the perpetrator of the harassment will be subject to appropriate disciplinary action.

SECTION 4.7 – DISCIPLINE

Discipline up to and including termination may be imposed on any individual who is found to have engaged in improper behavior in violation of Dakota 911 policy. At the conclusion of the investigation, Dakota 911 will notify the complainant and any other person who has a need to know of the disposition of the complaint.

SECTION 4.8 – REVIEW

If the employee is not satisfied with the resolution provided at the immediate Supervisor level or with the progress of the complaint process, the employee may submit the complaint to the HR Coordinator, Operations Director or Executive Director for review. Information will be reviewed as necessary, and a written statement of disposition of the complaint will be issued in a timely manner.

SECTION 4.9 – CONFIDENTIALITY

Complaints of discrimination, harassment, or other unlawful employment practices will be kept confidential to the fullest extent possible consistent with Dakota 911's need to investigate the matter. Employees must keep all information regarding an internal discrimination/harassment complaint investigation confidential. Failure to maintain confidentiality may result in discipline, up to and including termination.

SECTION 4.10 – RETALIATION

Retaliation against a person who complains in good faith of a violation of this policy (complaints related to protected class issues) or participates in good faith in an investigation under this policy is prohibited. If Dakota 911 finds that retaliation has occurred, individuals who engaged in the retaliatory behavior may be subject to discipline up to and including termination regardless of whether the original complaint is substantiated.

SECTION 4.11 – FALSE CLAIMS

Dakota 911 takes all allegations of harassment and discrimination seriously. Therefore, should Dakota 911 find that an individual has filed a false complaint of discrimination or harassment or has provided false evidence or testimony in the course of an investigation of a complaint, discipline may be imposed up to and including termination.

This statement of policy and procedure, and any amendments to it will be published yearly through internal Dakota 911 communications. This policy shall apply to all employees, including those represented by a bargaining unit.

SECTION FIVE - WORKPLACE SAFETY

It shall be the duty and responsibility of each employee to operate/use all tools and equipment in a safe and careful manner. Each employee shall be responsible to ensure that all precautions and rules are used and followed at all times, including wearing of proper footwear inside the facility and on the premises. When applicable and it shall be the employee's sole responsibility for insuring that he/she is familiar with the safe and proper use of any tool or piece of equipment before its use. Suggestions on how to improve safety on premises leased by Dakota 911 will be welcome from all employees.

SECTION 5.1 – REPORTING AN ACCIDENT/INJURY

Whenever an employee has an accident or is injured on Dakota 911 premises, he/she shall report directly to his/her supervisor. The supervisor shall first secure medical aid for an injured employee and then work with the employee and Administration to immediately complete the necessary paperwork.

SECTION SIX - RESPECTFUL WORKPLACE

Dakota 911 is committed to creating and maintaining a workplace free from threats and acts of violence for all employees and visitors. It is the responsibility of every employee to treat others with respect and dignity and to promote a safe and healthy workplace free from threats and acts of violence.

All employees are responsible for:

1. Refraining from acts of violence;
2. Promoting safe workplace practices;
3. Promptly reporting to supervisors and/or Operations Director any dangerous, harassing, threatening or violent situations that occur in the workplace;
4. Refraining from any type of retaliation against a person for having made a complaint or report of violence in the workplace, or participating in an investigation of violence in the workplace.

Dakota 911 does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. Acts of violence include, but are not limited to:

1. Use of physical force and/or threat of physical force;
2. Causing physical injury to oneself or another person;
3. Written or verbal communications, which are of a threatening, intimidating or coercive in nature;
4. Vandalism or intentional destruction of Dakota 911 property or the property of another employee; or member of the public;
5. Committing acts motivated by, or related to, discrimination and harassment;
6. Deliberate or careless conduct endangering the safety of other employees or the public;
7. Possessing, carrying, or using a firearm and ammunition, or other *dangerous weapons* as defined while working on Dakota 911 property, working in any location on behalf of Dakota 911, driving on Dakota 911 business, riding as a passenger on Dakota 911 business, performing emergency or on-call work after hours on behalf of Dakota 911, attending training or conferences on behalf of Dakota 911, with the exception that Dakota 911 employees may possess firearms in Dakota 911 owned or rented parking areas in conformance with applicable Minnesota Statutes.

Acts of violence on Dakota 911 property or facilities, or while on Dakota 911 business, will not be tolerated or ignored. Employees found to be in violation of this policy will be subject to disciplinary action up to and including termination of employment. Any unlawful act of violence committed by employees or members of the public while on Dakota 911 property or while using Dakota 911 facilities or property, will be prosecuted as appropriate. Dakota 911 intends to use reasonable legal, managerial, administrative and disciplinary procedures to secure the workplace from violence and to reasonably protect employees and members of the public.

SECTION 6.1 – SEARCH AND INSPECTION OF DAKOTA 911 PROPERTY

Lockers, desks and cabinets are provided by Dakota 911 for employee use and are subject to the following conditions:

1. No storage of items or substances prohibited for possession by Dakota 911 employees, including alcohol, drugs and firearms.
2. No personal locks are allowed.
3. Employees may post photos or other material on their lockers (inside or outside) as long as the items are not deemed offensive by Dakota 911 management and are not in violation of Dakota 911's respectful workplace policy.
4. All lockers, desks, cabinets and closets are property of Dakota 911 and there is no expectation of privacy for contents stored within. Dakota 911 reserves the right to inspect this property at any time and without notice.

SECTION 6.2 – REPORTING

All employees shall be responsible for promptly reporting incidents of violence in the workplace or potentially dangerous situations to their supervisor and/or Operations Director and where appropriate to law enforcement authorities. A supervisor receiving a report of an incident from an employee should promptly notify the Operations Director of the report.

Reporting Orders for Protection: All employees shall notify their supervisor and/or Operations Director when an order for protection has been obtained naming Dakota 911 premises, and are

encouraged, but not required, to make such notification when an order for protection is obtained which does not name Dakota 911 premises as a protected area.

SECTION 6.3 – RETALIATION

Retaliation against a person for having made a complaint or report of violence in the workplace, or participating in or assisting in an investigation of violence in the workplace is prohibited. Any person who believes that he or she has been subject to such retaliation/harassment should promptly bring it to the attention of his/her supervisor and/or Operations Director.

SECTION 6.4 – CONFIDENTIALITY

Consistent with the necessity of prevention and investigation of violence in the workplace, personal information obtained in the course of an investigation under this policy shall be considered confidential and not subject to public disclosure except as may be necessary as part of the disciplinary process or as otherwise provided by law.

SECTION 6.5 – COMMITMENTS AND RESPONSIBILITIES

All employees are responsible for:

1. Refraining from acts of violence;
2. Promoting safe workplace practices, including this policy;
3. Promptly reporting to supervisors and/or Operations Director any dangerous, harassing, threatening or violent situations that occur in the workplace;
4. Refraining from any type of retaliation against a person for having made a complaint or report of violence in the workplace, or participating in an investigation of violence in the workplace.

SECTION SEVEN - DRUG/ALCOHOL FREE WORKPLACE

Dakota 911 recognizes that alcoholism and other drug dependencies are significant social problems with potential for causing severe effects to the Dakota 911 workforce. Dakota 911 recognize that such drug dependency may be an illness. Consistent with this understanding, however, Dakota 911 has an obligation to ensure that its employees perform their jobs efficiently, safely and in a professional business-like manner.

This policy is applicable to all employees of Dakota 911. It is non-discriminatory in intent and application. However, in accordance with Minnesota Statutes, Chapter 363, disability does not include any condition resulting from alcohol or other drug abuse which prevents a person from performing essential functions of a job or creates a direct threat to property or the safety of individuals. Questions regarding this policy should be addressed to the Executive Director.

SECTION 7.1 – REPORTING TO WORK

No employee shall report to work under the influence of alcohol, controlled substances or other drugs which affect his/her alertness, reaction, response, judgment, decision making or safety.

SECTION 7.2 – OPERATIONS OF EQUIPMENT

No employee shall operate, use or drive any equipment, machinery or vehicle of Dakota 911 or any personal vehicle while on Dakota 911 business while under the influence of alcohol, controlled substances, or other mood altering drugs. Such employee is under an affirmative duty to immediately notify his/her supervisor that he/she is not in appropriate mental or physical condition to operate, use or drive Dakota 911 equipment or his/her personal vehicle while on

Dakota 911 business.

SECTION 7.3 – ON DUTY OR DAKOTA 911 PREMISES

No employee shall use, sell, possess, manufacture or transfer any illegal drug, any prescription drug (except as medically prescribed and directed) or unlawful cannabinoid products. Additionally, employees shall not participate in these activities during rest breaks or during overtime work.

SECTION 7.4 – OFF DUTY

Engaging in off-duty sale, transfer, use or possession of illegal drugs or controlled substances may have a negative effect on an employee's ability to perform his/her work for Dakota 911 . In such circumstances, the employee is subject to discipline up to and including discharge.

SECTION 7.5 – MEDICALLY AUTHORIZED DRUGS

When an employee is taking medically authorized drugs or other substances which may alter job, the employee is under an affirmative duty to notify the appropriate supervisor of his/her temporary inability to perform the job duties of his/her position.

SECTION 7.6 – NOTIFICATION OF LAW ENFORCEMENT

Supervisors shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession at work or on Dakota 911 premises.

SECTION 7.7 – CONVICTION OF VIOLATION OF DRUG LAWS

An employee who has been convicted (including a plea of nolo contendere) of violating any state or federal criminal drug law by an action committed in the workplace must notify the employer within five days of said conviction.

Failure to notify the employer of said conviction will result in immediate discharge.

1. Dakota 911 will notify any federal funding agency within ten days after receiving notice of an employee's conviction with respect to a drug law violation occurring in the workplace if that employee is directly involved in working on a project covered by a federal grant or on a contract covered by federal funding.
2. Within 30 days of receiving notice of such a conviction involving a drug law violation occurring within the workplace Dakota 911 will either:
 - a. Require him/her to complete a government-approved drug rehabilitation program.
 - b. If such employee either refused to complete or fails to complete such a government-approved drug rehabilitation program, that employee will be immediately dismissed.

SECTION 7.8 – CONSEQUENCES OF VIOLATION

Violations of this policy will constitute sufficient cause for discipline including possible discharge, depending upon the seriousness of the violation. Each situation will be evaluated on a case by case basis depending upon the severity or circumstances involved.

SECTION 7.9 – DATA DISCLOSURE

Disclosure of information regarding employee alcohol and other drug use in the workplace must be consistent with applicable law. Data disclosure questions should be routed to the Executive Director.

SECTION EIGHT - HIRING

SECTION 8.1 – RECRUITMENT PROCESS

Regular full-time position vacancies will be posted on the employee bulletin board and externally through Dakota 911, member agency and industry websites. Dakota 911 reserves the right to advertise vacancies either internally or externally, and to fill positions without posting as determined on a case by case basis. The Executive Director or designee manages the recruitment process for all regular full-time positions to ensure compliance with state and federal laws and Dakota 911 personnel practices.

Applications: Applicants must complete the Dakota 911 application for employment form and return it to Dakota 911 Administration. Applicants may be required to submit certificates from educational and training institutions, military discharge information, physical ability information and reasonable proof of any statements made on the application. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position. Deadlines for application may be extended by Dakota 911.

Application Evaluation and Candidate Selection: The Executive Director or other designee manages the selection process to assure compliance with state and federal laws as well as Dakota 911 personnel practices. This includes reviewing applications, administering testing and interview processes, and final candidate selection for background investigation.

Dakota 911 selects the best qualified person for each available position from among applicants who have proper qualifications. Evaluation of qualifications is based solely on job-related criteria. In no case is selection based on age, race, color, sexual orientation, gender, marital status, political affiliation or any other factor not related to the duties and responsibilities of the position.

Any candidate who gives false, fraudulent or misleading information on an application form, cheats on an examination or falsifies a statement, certificate or evaluation will not be considered for employment.

SECTION 8.2 – VETERAN’S PREFERENCE

Dakota 911 complies with veteran’s preference requirements in its selection procedures in accordance with State and Federal Statutes. To evaluate the merit and qualifications of the applicants, criteria will be established for each such position. The criteria established must be capable of being reduced to a 100 point rating system. A 100 point system must be applied to all positions of Dakota 911 employment except for the positions specifically exempted from the Veterans’ Preference Act.

In accordance with State Statute, points will be added to a veteran’s rating at the election of the veteran so long as the Dakota 911 position being sought is not exempted from veterans’ preference by Statute. The receipt of the credit is conditional on the veteran obtaining a passing rating under the criteria and 100 point system established for the position without the addition of the credit points.

SECTION 8.3 – TESTING & EXAMINATIONS

Depending on the position, testing may be required as part of the pre-employment process. In the event testing is required, all candidates meeting or exceeding the minimum qualifications will be invited to testing to further determine eligibility for continuance in the pre-employment process.

Contacting Unsuccessful Applicants: Dakota 911 will attempt to notify every applicant of the employment decision.

SECTION 8.4 – INTERVIEWING

Candidates will be interviewed by a panel of Dakota 911 personnel. Upon completion of all formal interviews, candidates will be advised of their status in the pre-employment process. Candidates not continuing in the process will not be reconsidered for one year from date of interview.

SECTION 8.5 – CONDITIONAL EMPLOYMENT OFFER

Conditional employment offer will be made to candidates identified as finalists as the result of formal interviews. Conditional employment offer is contingent on the following terms and conditions:

- Receipt of final background investigation summary report followed by favorable determination by Dakota 911 Executive Director.
- Receipt of confirmation of clean drug screening.
- Receipt of psychological evaluation report and recommendation to continue.
- Receipt of confirmation that candidate access to CJIS data will be authorized by the Dakota County Sheriff's Office.

If determined that a finalist has not met any of the above terms and/or conditions, they will be immediately notified that they are no longer eligible for Dakota 911 employment.

SECTION 8.6 – BACKGROUND INVESTIGATION

Background investigation packets are provided to employment finalists for return within one week. Background investigations are administered by a Dakota 911-approved third party. Summary findings are provided to Dakota 911 staff for consideration by the Executive Director. After determination is made, the supporting data is sent to Dakota 911 staff for retention according to the data retention policy.

SECTION 8.7 – DRUG SCREENING

All employment finalists are required to pass a drug test by a Dakota 911-approved screening facility.

SECTION 8.8 – PSYCHOLOGICAL EVALUATION

All employment finalists are sent for psychological evaluation by a Dakota 911-approved provider.

SECTION 8.9 – FORMAL EMPLOYMENT OFFER

Upon receipt of recommendation to hire from the psychological evaluation, the candidate may be eligible for a formal job offer as determined by the Executive Director.

SECTION NINE - EMPLOYMENT

SECTION 9.1 - ORIENTATION

New employees are provided orientation and training covering job duties, pay, benefits, safety, personnel policies, and department work procedures. Orientation is essential for assuring that new employees fully understand what is required of them and what they can expect as a Dakota 911 employee.

On the first day of employment, new employees will meet with Administration to:

1. Fill out all new hire forms.
2. Learn about and enroll in benefit programs
3. Review administrative policies
4. Be provided with other information pertinent to employment with Dakota 911.

The designated Trainers and on-duty supervisors will be responsible for introducing all new employees to their department. This includes:

1. Tour of department and introductions
2. Demonstrating equipment
3. Reviewing procedures
4. Discussing work hours, breaks and lunch
5. Discussing procedures for requesting time off
6. Reporting absences and tardiness
7. Telephone and Computer procedures
8. Time sheets
9. Parking
10. Other information important to the employee

SECTION 9.2 - PROBATIONARY PERIOD

All newly hired or promoted employees will serve a twelve (12) month probationary period during which time employee performance is evaluated. Informal discussions and formal performance evaluations will reinforce good performance and discuss areas that need improvement. During the twelve (12) month probationary period, an employee may be removed from employment with Dakota 911 without cause.

Prior to completion of the probationary period, the Supervisor(s) Assigned to Training and the Operations Director must review the performance of the probationary employee and notify the Executive Director if their recommendation is to extend a probation or dismiss an employee. The employee will automatically become a regular employee if no recommendation to the contrary is submitted.

Termination of Introductory Employee During Probationary Period: If it becomes apparent that an introductory employee is not capable of meeting minimum performance standards, employment may be terminated prior to the end of the probationary period at the discretion of the Executive Director. If an employee is unable to meet the minimum performance standards, the supervisor should consult the HR Coordinator immediately regarding termination procedures. The completion of a probationary period does not guarantee continued employment.

SECTION 9.3 - PROMOTIONS

Dakota 911 employees may apply for promotion opportunities if they meet all eligibility requirements in the job description.

Salary Increases: At the time of a promotion decision, the employee is reviewed for time worked in the current position since the most recent performance appraisal. The employee may then be eligible for a pro-rated salary increase, based on the number of months since the last review. This has the effect of “closing out” the old position by reviewing the employee for all work performed and also rewarding the employee monetarily for contributions in that position since the last review.

Upon promotion (after the “close-out” actions have taken place), employees are eligible for an increase of up to 5% of their actual base salary, 5% of the applicable salary range performance, or placement at the new salary range minimum, whichever is greater. If the employee’s resulting base salary is inconsistent with internal equity considerations, an alternative placement within the salary range may be considered when implementing a promotional salary action and an additional increase may be approved by the Executive Director.

If a promotion results in an employee advancing from a non-exempt position to an exempt position, all accrued compensatory time earned at the previous rate will be paid out at that rate.

If a promotion results in an employee transitioning from a union represented position to a non-union represented position, all holiday time earned at the previous rate will be paid out at that rate. If holiday time has been exhausted prior to such transition, the employee may be given the option of taking the holiday unpaid or using PTO to cover their shift.

Removal of Promoted Employee During Probationary Period: In situations of promotion, the Employee or the Employer may determine that the promotion is not meeting the expectations of either party. In such circumstances, with approval from the Executive Director, the employee may return to their former position within six (6) months of their promotion, for any reason.

Prior to completion of the probationary period, the Supervisor Assigned to Administration and Operations Director must review the performance of the probationary employee and notify the Executive Director if their recommendation is to dismiss an employee. The employee will automatically become a regular employee if no recommendation to the contrary is submitted.

SECTION 9.4 – BREAKS

Paid breaks are provided to all Dakota 911 personnel. Breaks are based on hours worked and are determined by center needs on a daily basis between the employee and their direct supervisor. While every effort is made to ensure breaks are all received on time, there will be times when breaks may be postponed or cancelled based on activity. Breaks shall not be used for early leave or other compensation.

Nursing Mothers: Lactation accommodations are provided for nursing mothers for up to one (1) year following the birth of a child. A mother returning from maternity leave may use the quiet room during their breaks to express milk. Nursing mothers shall work with their floor supervisor to modify their break times to accommodate a schedule that best works for the nursing mother’s needs. Reasonable requests for additional breaks or extended breaks to express milk will be accommodated whenever possible as determined by the floor supervisor.

SECTION TEN - LABOR RELATIONS

Dakota 911 recognizes L.E.L.S. Local #336 as the exclusive representative of employees working as Public Safety Telecommunicators and L.E.L.S. Local #368 as the exclusive representative of employees working as Public Safety Telecommunicator Supervisors.

SECTION 10.1 - UNION REPRESENTATION AT NEGOTIATIONS

Union negotiators are chosen by membership and are represented by the business agent.

SECTION 10.2 – DAKOTA 911 REPRESENTATION AT NEGOTIATIONS

Dakota 911 is represented by its Operations Director, Labor Relations Attorney, and the Chair of the Executive Committee (or designee) at negotiations.

SECTION 10.3 – RATIFICATION AND EXECUTION OF AGREEMENTS

Tentative labor agreements must be ratified by a majority vote of the corresponding union membership, and must be approved by the Board of Directors prior to execution of the written contract.

SECTION ELEVEN - COMPENSATION

Dakota 911 employees are compensated according to a uniform pay plan approved by the Board of Directors. This plan establishes the pay grade and pay range for each position within Dakota 911. Factors used in establishing pay ranges include but are not limited to prevailing rates of comparable positions within Dakota 911 and other public employment, ability to attract qualified personnel, cost of living factors, benefits received by employees, and the financial policy of Dakota 911 and other economic factors.

As part of the uniform pay plan, Dakota 911 maintains a job classification and evaluation system for all positions within the organization. Any adjustments to the job classification system will be based on changes in the responsibilities or duties of the classification, federal or state law and Dakota 911's financial and organizational status.

Assignment of job titles, establishment of minimum qualifications and the maintenance of job descriptions and related records is the responsibility of the Executive Director or their designee.

SECTION 11.1 – COMPENSATION STRUCTURE

Dakota 911 compensation structure consists of sixteen classifications, each with a corresponding salary range. Ranges are analyzed every three (3) years and may be adjusted based on a number of factors including relative changes in the labor market, inflationary pressures, and budgetary considerations.

SECTION 11.2 – GENERAL WAGE INCREASE

A general increase is established by Dakota 911 Board of Directors annually, effective January 1st of the following year. Non-union personnel will be eligible for the same general increase union-represented personnel receive through contract negotiations.

Application of General Increase

General increases will be applied to all steps in the step-based compensation structure. Effective January 1st, each employee will receive a wage adjustment reflective of their applicable step.

SECTION 11.3 – STEP BASED MOVEMENT

The Executive Director may deny or delay a step increase if the employee's performance is not satisfactory. Length of service does not guarantee movement through the step salary structure.

Based on satisfactory performance an employee is eligible to move to the next step in the structure. Movement to the next step within the step structure is effective on employee's anniversary date. Employees already at the top of their salary structure are not eligible for continued step movement.

SECTION 11.4 – MOVEMENT OUTSIDE OF THE APPROVED PAY RANGES

At no time shall an employee's hourly wage exceed the maximum hourly wage approved for that position.

SECTION 11.5 – PLAN EXCEPTIONS

Dakota 911 Executive Director may approve exceptions to the Plan. These will generally involve internal and labor market equity considerations or unusual circumstances. The Executive Director will advise the Executive Committee of any exceptions granted by filing a consent item at its next regular meeting.

SECTION 11.6 – DEMOTION

Involuntary: An involuntary demotion is defined as a reassignment from one position to another, which has a lower salary range as a result of a performance-based consequence or other disciplinary procedure. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary is subject to adjustment on a case-by-case basis as approved by the Executive Director.

Voluntary: A voluntary demotion is defined as the selection of an internal candidate through a competitive process into a position at a lower salary range. The employee's salary review date will be adjusted to the effective date of the action. The employee's salary adjustment will be based on internal equity considerations and approved by the Executive Director.

SECTION 11.7 - REORGANIZATION

If a demotion is the result of reorganization or unforeseen organization or structure changes and if the affected employee's salary is above the range maximum, the base salary is frozen until such time as the salary is within the new base salary range.

SECTION 11.8 - RECLASSIFICATION

A reclassification is defined as movement to another position or the establishment of a new position as a result of approved changes in job duties significantly modifying the skill, effort, responsibility or working conditions of a position or a class of positions.

Positions may be reclassified either upward (higher salary range) or downward (lower salary range). If the affected employee's current salary is below the new "Minimum Base Wage", their salary is increased to the range minimum. Reclassification downward generally results in no immediate change to the employee's salary. If the employee's salary is above the Maximum Base Wage" for the new position, their salary is frozen until such time as the base salary is within the new base salary range. When the employee's base salary is within the new base salary range, the employee will again be eligible on their normal salary review date for a merit increase based upon their documented performance rating. Reclassification of a job does not change the employee's review date or seniority date.

SECTION 11.9 – NEW HIRES

Except upon the approval of the Executive Director, all employees hired in Dakota 911 will start employment at the minimum of the respective salary range unless specific credit is given for prior relevant work experience.

SECTION 11.10 – PERSONAL TIME OFF (PTO) AND EARNED SICK AND SAFE TIME (ESST)

Dakota 911 supports a time off policy that allows for a high level of flexibility as it relates to requesting and taking planned time off. However, employees are also expected to exercise discretion and professionalism when requesting time off without advance notice. All time off, whether scheduled or unscheduled, must be approved by a supervisor, subject to applicable law governing the timing of requests to use PTO for one of the reasons set forth in Minnesota Statute section 181.9447 (Use of Earned Sick and Safe Time). Dakota 911 reserves the right to request documentation from a medical provider at any time, should the absence relate to an illness that has been communicated. Dakota 911 also reserves the right to limit the amount of unplanned time off taken in a calendar year, again subject to Minnesota Statute 181.9447 (Earned Sick and Safe Time) Paid time off will be tracked and summarized in the employee's annual performance evaluation.

PTO accrual: PTO accrues on a bi-weekly basis in accordance with completed years of service. PTO accrual rates are:

- 0 to 5 years = 6.5 hours per pay period (equivalent to 169 hours annually)
- 5.01 to 10 years = 8 hours per pay period (equivalent to 208 hours annually)
- 10.01 to 15 years = 9.5 hours per pay period (equivalent to 247 hours annually)
- 15.01 to 20 years = 10.5 hours per pay period (equivalent to 273 hours annually)
- 20.01 to 25 years = 11.5 hours per pay period (equivalent to 299 hours annually)
- 25.01 and thereafter = 12.5 hours per pay period (equivalent to 325 hours annually)

PTO accruals will be calculated from the employee's date of engagement by Dakota 911 or by the employee's hire date at their predecessor PSAP governing entity in Dakota County, whichever is earlier, provided the employee was on the predecessor's payroll through 12/31/2006 and commenced their Dakota 911 employment on 1/1/2007.

PTO cash-out: Before the close of each calendar year ("election year"), employees will have an option to elect to cash-out up to 100 hours of their PTO that will be accrued during the next calendar year ("accrual year").

1. Employees who fail to make an election during the open enrollment period will not be eligible for a cash payment in the applicable accrual year.
2. Employee's election will be valid for one year.
3. The election is irrevocable.
4. Cash-out will be made in August.
5. Cash-out will not be paid if the earned PTO is insufficient at the time the cash-out is paid in August.

PTO cash-out amount will be taxable to the employee at the regular compensation rate at the time of PTO cash payment.

PTO carry-over: Employees may carry 600 hours of PTO into the next calendar year. Unused PTO in excess of the 600 hours will expire at the end of the calendar year, except as follows:

1. Employees may submit a request in writing to the Executive Director to waive the 600 hour limit.
2. Management may choose to waive the 600 hour limit for a time period based on exigent circumstances.

PTO forfeiture: Any hours in excess of 600 not used or cashed out as of 12/31 will be forfeited unless otherwise directed in writing by the Executive Director. The written notification must be copied to the employee, the personnel file and payroll by the last day of the second paycheck received in December.

ESST accruals for employees eligible for PTO: Dakota 911 does not provide more paid leave than the PTO already provided to PTO-eligible employees. Instead, eligible employees may use their PTO for absences that are covered by the new earned sick and safe time law.

ESST accruals for employees not eligible for PTO: Part-time employees who are not otherwise eligible for PTO accruals will be eligible to receive ESST. ESST will begin accruing once an employee has worked 80 hours and will accrue at a rate of one (1) hour for every 30 hours worked. Part-time employees will be eligible to receive up to 48 hours of ESST in one calendar year.

ESST cash-out: ESST that is accrued in lieu of PTO is not eligible for cash-out.

ESST carry-over: ESST may be carried over into the next year, up to a maximum accumulation of 80 hours.

PTO carry-over: Employees may carry 600 hours of PTO into the next calendar year. Unused PTO in excess of the 600 hours will expire at the end of the calendar year, except as follows:

3. Employees may submit a request in writing to the Executive Director to waive the 600 hour limit.
4. Management may choose to waive the 600 hour limit for a time period based on exigent circumstances.

SECTION 11.11 – OVERTIME

FLSA non-exempt employees who perform work in excess of their scheduled shift will be compensated at one and one-half (1 ½) times their regular hourly rate of pay. Overtime work must be approved in advance by the employee's supervisor, department head or Executive Director.

For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Overtime will be calculated to the nearest fifteen (15) minutes.

All employees are required to work overtime as requested by their supervisors as a condition of continued employment. Refusal to work overtime may result in disciplinary action, up to and including dismissal.

FLSA exempt employees do not receive overtime pay. In general, employees in executive, administrative and professional job classes are exempt; all others are non-exempt.

SECTION 11.12 – COMPENSATORY (COMP) TIME

FLSA exempt employees are not eligible for compensatory time. FLSA non-exempt employees who perform work in excess of their scheduled shift may be granted compensatory time in lieu of overtime pay. Compensatory time shall be at the rate of one and one-half (1 ½) times the hours worked in excess of the scheduled shift. The maximum total accrued compensatory time shall not exceed one hundred (100) hours at any time. Any compensatory time not used by the last day of the last pay period in December will be paid out.

SECTION 11.13 – HOLIDAYS

96 holiday hours will be credited on January 1st of each year, subject to a “true-up” in the event of a change in employment status. All hours worked by non-exempt employees on designated holidays will be paid at 1.5 times the employee’s normal rate of pay.

Accrued holiday hours not used by the last day of the last pay period in December will be paid out on the last paycheck of the year unless otherwise waived for use through the end of the year by the Executive Director. Unused holiday time will be paid out between the first and second pay dates in December. Holiday hours earned after that time will be reconciled as of December 31st and paid out as a separate check that pay period.

Designated Holidays:

New Year’s Day	Independence Day
Martin Luther King Day	Labor Day
President’s Day	Veteran’s Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Two floater holidays are available upon supervisory approval.	

Holidays for union-represented staff are designated in the unit’s collective bargaining agreement.

Employees working a function other than public safety telecommunicator or public safety telecommunicator supervisor will not report to work on the established holidays, and may use holiday hours for that time. Should there be a business need to report to work on a designated holiday, the employee’s supervisor will provide prior approval.

SECTION 11.14 – WORK WEEK AND WORK YEAR

For all non-exempt employees, except those non-exempt employees specifically exempted from overtime provisions under the FLSA, forty hours shall constitute a normal *work week*.

The work year of 2080 hours per year represents an average work year and shall be used to calculate benefits and wage rates only. It in no way alters, affects or expends the overtime provisions or periods defined above.

SECTION 11.15 – SCHEDULE AND SHIFT DETERMINATIONS

Dakota 911 reserves all rights to determine the need for, and direct the work for, all employees. This includes but is not limited to: assigning/re-assigning work, altering specific shifts scheduled, mandating overtime on a temporary basis, as needed with or without notice, should there be a business need.

Dakota 911 reserves the right to assign shifts without regard to seniority when deemed necessary

for public service or other operational reasons. Specific assignments during such shifts are determined exclusively by Dakota 911.

SECTION 11.16 – CALL-BACK AND STAND-BY

An employee who is called to duty during off-duty time will be paid hour-for-hour. Overtime provisions would apply.

In the event of an emergency, it may be necessary to require employees to *stand-by*. If the Executive Director notifies an employee to *stand-by*, the employee will be paid at the regular hourly rate until such time the employee is called to work, at which time the regular overtime provisions may apply.

SECTION 11.17 - LONGEVITY

Non-supervisory administrative and information systems support employees are eligible for longevity pay with a lump sum payment of \$750 annually for 10 or more years of service to Dakota 911, payable on the employee's anniversary date.

SECTION TWELVE - BENEFITS

Benefits under Dakota 911-authorized insurance programs are governed by the terms and conditions of the respective insurance policies. Employee costs for any offered benefits will be deducted from the first two paychecks employees receive each month.

SECTION 12.1 – HEALTH INSURANCE

Health insurance is a core benefit available to eligible employees. In accordance with federal health care reform laws and regulations, while avoiding penalties Dakota 911 will offer health insurance benefits to eligible employees and their dependents that work on average or expected to work 30 or more hours per week. Employees may choose single, employee plus spouse, employee plus children or family coverage under the health plans offered by Dakota 911. If an eligible employee already has health coverage and can show proof of insurance for that coverage, the eligible employee may opt out of health insurance coverage provided by Dakota 911.

Under the opt-out provisions established by the LOGIS Health Care Consortium, an employee may choose to waive health insurance coverage with proof of insurance.

SECTION 12.2 – DENTAL INSURANCE

Dental insurance is a core benefit available to eligible employees. Benefit eligible employees may elect dental insurance and choose either single, single plus one or family coverage as part of their benefit package.

SECTION 12.3 – BASIC LIFE INSURANCE

Basic life insurance is a core benefit which all eligible regular full-time employees must take as part of their benefit package. Eligible employees receive 1x their annual salary up to \$50,000 of term life insurance and accidental death and dismemberment insurance (AD&D) at no cost.

SECTION 12.4 – SUPPLEMENTAL LIFE INSURANCE

Supplemental life insurance is available to all eligible employees through Dakota 911 group insurance contract. The premium is determined by the amount of coverage the employee

chooses, and by the age of that employee. Evidence of Insurability (EOI) may be required. Premiums for supplemental life insurance are paid through payroll deduction.

SECTION 12.5 – SPOUSE AND DEPENDENT LIFE INSURANCE

Employees who elect supplemental life insurance for themselves may also be eligible to purchase dependent life insurance for their spouse and child(ren) through Dakota 911 group life insurance contract. Evidence of Insurability (EOI) may be required. Premiums for spouse life insurance is determined by the amount of coverage, and the age of the employee. Premiums for child(ren) coverage is a flat rate determined by the amount of coverage. Premiums for spouse and dependent life insurance are paid through payroll deduction.

SECTION 12.6 – PERA DECREASING TERM LIFE INSURANCE

Employees may purchase a decreasing term policy available through membership in PERA. The benefit amount decreases with age.

SECTION 12.7 – SHORT-TERM DISABILITY

Short-term disability (STD) protects employees' income during a temporary absence from work due to an illness or injury. STD plans typically define short-term disability as an employee's inability to perform the duties of her or her own occupation.

Benefit eligible employees may elect to enroll in the voluntary STD plan and pay the premiums through payroll deductions. Dakota 911 STD plan provides a benefit of 60 percent of the employee's weekly gross income up to \$1,000. The length of time is determined by the carrier and includes a 14-day waiting period before benefits will be payable.

Employees may be required to use earned compensatory time and/or PTO to cover the waiting period. Employees may also be required to use earned compensatory time and/or PTO to cover the 40 percent of earnings not covered by disability compensation during the length of their disability, as identified by the disability carrier.

SECTION 12.8 – LONG-TERM DISABILITY

Long-term disability (LTD) plans help protect an employee's income when they are unable to work for an extended period of time due to an illness or injury. Long-term disability is defined the same way as short-term disability for the first two years of disability – inability to perform the duties of his or her own occupation. Long-term disability begins after a short-term disability policy has run out, or after a waiting period of 90 days from onset of disabling injury or illness.

The employer-paid long-term disability plan pays 60 percent of the employee's monthly income up to \$8,000 for all benefits-eligible employees.

Employees may be required to use earned compensatory time and/or PTO to cover any period of time not covered by disability including the 40 percent of earnings not covered by disability compensation during the length of their disability, as identified by the disability carrier.

SECTION 12.9 – CHANGES IN COVERAGE

The employee is responsible for notifying the HR Coordinator of any changes that the employee wishes to make in the employee's insurance coverage or retirement plan, such as:

1. Change of address or phone.
2. Change of name.
3. Change of beneficiary.

4. Change in type of coverage.
5. Change of marital status.
6. Change in number of dependents.

SECTION 12.10 – DEFERRED COMPENSATION

Deferred compensation is a voluntary program that allows an employee to save and invest for retirement. Federal and state income taxes are deferred until funds are withdrawn.

Under section 457 of the Internal Revenue Code, an employee may generally defer each year a maximum of 25 percent of pre-deferral taxable income or an amount determined by the Internal Revenue Service, whichever is less. Participation is handled through payroll deduction so taxes are reduced each pay period. Plan details are available through Administration.

SECTION 12.11 – FLEXIBLE SPENDING

Flexible spending accounts allow employees to voluntarily set aside pre-tax income for reimbursement of eligible health care and dependent care expenses.

SECTION 12.12 – RETIREMENT

Dakota 911 participates in the State mandated Public Employees Retirement Fund (PERA) to provide pension benefits for its eligible employees. Dakota 911 and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each paycheck to Social Security and Medicare (Dakota 911 matches the employee's social security and Medicare withholding).

- Employees must contribute 6.5% of salary to the PERA plan
- Dakota 911 must contribute 7.5% of the employee's salary to the PERA plan
- Members are vested in PERA after 36 months of public service (60 months if first eligible for membership after June 30, 2010)

For information about PERA eligibility and contribution requirements, contact Administration.

SECTION 12.13 – EMPLOYEE ASSISTANCE PROGRAM (EAP)

Dakota 911 recognizes that a wide range of personal problems may affect Dakota 911 employees. Employee Assistance programs (EAP) are designed to provide employees and dependents with confidential, professional counseling and referrals on personal matters affecting their physical, emotional, and professional well-being. Dakota 911 offers an Employee Assistance program in conjunction with our health benefits through Dakota 911's health insurance provider. See Administration or refer to your health insurance card for more information.

SECTION 12.14 – WORKERS' COMPENSATION

When an employee is injured on duty, a First Report of Injury and Supervisor's Report of Injury must be filed with Administration. The insurance carrier will notify Administration of any claims approved for workers' compensation payments. Under Minnesota law, workers' compensation payments are not considered salary for PERA purposes when issued by a third-party payer. When an employee is placed on extended workers' compensation leave, the employee generally receives a payment equal to two-thirds of his or her normal wage. PERA is not deducted from workers' compensation payments. If any employee chooses to use accrued leave to make up the other one-third of their wage, PERA is deducted from that amount.

No matter how minor an on-the-job injury may appear, it is important that it be reported immediately to your supervisor and or Administration. This enables the eligible employee to qualify for coverage as quickly as possible.

SECTION 12.15 – HEALTHCARE CONTINUATION COVERAGE (COBRA)

When a covered employee ceases employment with Dakota 911, insurance coverage will be discontinued on the last day of the month following the date of termination. The federal Consolidated Omnibus Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Dakota 911’s health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, an employee’s divorce or legal separation, a leave of absence, or a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of the coverage at Dakota 911’s group insurance rate plus a 2% administrative charge. To continue insurance coverage, premiums must be paid in full by the separated employee or his/her spouse or dependents, or coverage will lapse.

The designated COBRA administrator will provide each eligible employee with a written notice describing an employee’s rights and obligations under COBRA each year during open enrollment and when the employee becomes eligible for coverage under Dakota 911’s group health insurance plan. See Administration for plan details.

For more information about your rights under COBRA, and other laws affecting group health plans, contact the U.S. Department of Labor’s Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA’s website.)

SECTION 12.16 – HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Policies and procedures have been established pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy regulations as amended. Employees should contact Administration for more detailed information regarding HIPAA policies and procedures.

SECTION 12.17 – WELLNESS PROGRAM

Dakota 911 offers a voluntary wellness program that focuses on providing tools and information to improve employee health and well-being in the work environment.

Wellness hours: Wellness hours are hours that the employee earns for no successful completion of wellness activities during the calendar year.

Wellness hours can be used for:

1. Delayed arrival to work (employee must call in within 1 hours of beginning of shift)
2. Mid-day temporary departure from work
3. Early departure from work

The following restrictions apply when requesting use of wellness hours:

1. The employee must appear for work
2. Late arrival to, or early departure from work must not put staffing levels below minimums

3. Approval is at on-duty supervisor's discretion
4. Requests will be considered on a first come, first served basis
5. For late arrivals to work, the employee must call in within one (1) hour of start time to ensure no sick calls have been taken resulting in impact to staffing levels

Earned wellness hours cannot be:

1. Cashed out
2. Carried over to the next year
3. Paid out upon separation from employment

Earned wellness hours must be used by December 31st of the current program year.

SECTION 12.18 – ROTH IRA

Dakota 911 offers all staff the opportunity to contribute to a ROTH IRA through payroll deduction allowing another savings mechanism. Contributions are made post-tax. Roth IRA contributions and withdrawals are regulated by the Internal Revenue Services.

SECTION 12.19 – HEALTH CARE SAVINGS PLANS

Dakota 911 requires employees in the following employment groups contribute unused Personal Time Off (PTO) to the post-retirement Health Care Savings Plan account as follows:

Dakota 911 Directors

1. For Directors with less than 15 years of service in a Minnesota Public Employee Retirement plan as of June 1st of each year:
 - a. Conversion of 10 hours of PTO balance to a post retirement HCSP in June of each year if the director's PTO balance is greater than 120 hours.
 - b. 50% of unused PTO converted to a post retirement HCSP upon separation from employment.
2. For Directors with 15 years or more of service in a Minnesota Public Employee Retirement plan as of June 1st of each year:
 - a. Conversion of 20 hours of PTO balance to a post retirement HCSP in June of each year if the director's PTO balance is greater than 120 hours.
 - b. 100% of unused PTO converted to a post retirement HCSP upon separation of employment.

Dakota 911 Non-Director Administrative and Technical Support Staff

1. PTO balances of 500 hours or greater as of June 1st would convert 40 hours to a post retirement HCSP.
2. PTO Balances of 250 hours or greater and less than 500 hours as of June 1st, would convert 20 hours to a post retirement HCSP.
3. PTO Balances of 120 hours or greater and less than 250 hours as of June 1st would convert 10 hours of PTO to a post retirement HCSP.
4. 50% of unused PTO converted to a post retirement HCSP upon separation of employment.

Dakota 911 Public Safety Telecommunicator Supervisors

1. 100% of unused PTO converted to a post retirement HCSP upon separation of employment.

SECTION THIRTEEN - TIMEKEEPING & PAYROLL

SECTION 13.1 – PAY PERIODS

All employees are paid biweekly, twenty six (26) paycheck annually. Benefits are deducted from 24 paychecks annually. Dakota 911 is required by law to make deductions from an employee's payroll check including social security, PERA, federal income tax and state income tax.

SECTION 13.2 – TIME CARDS

It is the responsibility of every Dakota 911 employee to accurately complete and submit their own time entry. When less than a full hour is worked, the time is rounded and paid to the nearest quarter hour. In the event an employee arrives late for work, time is rounded to the next quarter hour. The supervisors will review and approve time entry. Altering, falsifying, tampering with time records, recording time on another employee's time entry or submitting on behalf of another person may result in disciplinary action, up to and including termination of employment.

SECTION 13.3 – DIRECT DEPOSIT

Dakota 911 pays employees via direct deposit. Direct deposit allows employees to have their payroll check electronically deposited into a checking or savings account. Employees have electronic access to their paychecks no later than the identified pay date.

SECTION 13.4 – PAY CORRECTIONS

Dakota 911 and its fiscal designee take all reasonable steps to assure that employees receive the correct pay in each paycheck and that employees are promptly paid on the scheduled pay date. The payroll processor will review each timesheet and, in the unlikely event there is an error, the appropriate correction will be made and the employee will be notified of the adjustment. The employee is responsible for reviewing their payroll statement and notifying payroll of any potential errors.

SECTION 13.5 – PERSONAL DATA CHANGES

It is the responsibility of each employee to promptly notify the HR Coordinator of any changes in personal data. Mailing addresses, telephone numbers, individuals to be contacted in the event of an emergency, etc. should be accurate and current at all times.

SECTION 13.6 – UNPAID LEAVE

Unless otherwise protected by law, or pre-approved by the Executive Director or their designee, unpaid leave is not allowed. Any employee who takes time off that results in unpaid leave will be subject to discipline.

SECTION FOURTEEN - LEAVE OF ABSENCE

Dakota 911 provides employees with opportunities to qualify for a leave of absence under specific circumstances.

Should an employee fail to return to work from a leave of absence pursuant to an agreed upon date between the Employer and the Employee, the employee shall be assumed to have voluntarily resigned from their employment with Dakota 911.

Each situation will be evaluated on a case by case basis. The Executive Director may, in the

Executive Director's sole discretion, waive any Dakota 911 leave of absence policy for the benefit of an employee, on a case by case basis and based on an employee's unique circumstances.

SECTION 14.1 - ADMINISTRATIVE LEAVE AND UNPAID LEAVE

Reasons for administrative leave may include, but are not limited to:

1. Pending outcome of an internal or external investigation,
2. Extended leave beyond protected leave under FMLA

If an employee wishes to take an extended leave after the employee has exhausted available FMLA and other leave benefits, an employee may request an unpaid medical or personal leave of absence. Dakota 911 will determine whether to grant an unpaid leave on a case by case basis depending on the position held, staffing requirements, the reasons for the leave and the anticipated return-to-work date.

Employees requesting unpaid leave may be required to present medical documentation to support the need for the leave, on-going documentation to support the need for continued leave, and documentation to support a return-to-work. Employees will be expected to keep in regular contact with administration and must notify administration of your expected return date as soon as practicable, and at least one week before the end of your leave. Failure to keep in touch with management during your leave, failure to advise management of your availability to return to work, or failure to return to work following leave will be considered a voluntary resignation of your employment.

Employees who are granted an unpaid leave of absence may be subject to COBRA notice and continuation benefits and will be solely responsible for payment of the entire COBRA. If an employee requests unpaid leave in the form of a reduction in hours, the employee may be subject to COBRA notice and continuation benefits if the employee's hours are reduced below thirty (30) hours per week. Employees who are entitled to COBRA continuation benefits must work with Dakota 911's COBRA administrator to coordinate payment of premiums.

Employee benefits and seniority are not protected while on unpaid leave.

SECTION 14.2 - BONE MARROW DONATION LEAVE

As required by Minnesota State Statutes, any regular full-time employee or part-time employee who works for an average of 20 or more hours per week, may request a paid leave of absence to undergo a medical procedure to donate bone marrow. The combined length of the bone marrow donation leaves may not exceed 40 hours. Verification by a physician as to the purpose and length of each leave requested by the employee for bone marrow donation will be required at least 21 calendar days prior to the start of the leave. The employee will not be required to use PTO for purposes of donating bone marrow for periods under 40.

SECTION 14.3 – FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

PURPOSE

Pursuant to the federal Family and Medical Leave Act (FMLA), Dakota 911 provides up to 12 weeks of job-protected unpaid leave in a 12-month period to eligible employees for specific

qualifying family and medical reasons. This policy will guide Dakota 911 administration of FMLA requirements subject to current and subsequent law and rule provisions.

ELIGIBILITY FOR FMLA LEAVE

To qualify for FMLA leave, an employee must meet the following conditions:

1. The employee must have worked for Dakota 911 for twelve (12) months prior to the date FMLA leave is to commence. The twelve (12) months need not have been consecutive; however, Dakota 911 will not consider any service seven (7) years prior to the employee's most recent hire date, unless the gap was caused by a military service obligation.
2. The employee must have worked at least 1,250 hours during the 12-month period prior to the date when the leave is requested to commence.

QUALIFYING REASONS FOR FMLA LEAVE

FMLA leave will be granted to an eligible employee for any of the following qualifying reasons:

1. Birth of a child or placement of a dependent child with the employee for adoption or foster care and in order to care for that child; or
2. A serious health condition of the employee (see definition below); or
3. To care for an employee's dependent child, spouse, or parent suffering from a serious health condition.
4. Qualifying exigency leave for a spouse, child or parent who is a member of the National Guard and Reserves when the covered military member is on active duty or called to active duty in support of contingency operations.
5. Military caregiver leave (also known as covered service member leave) to care for an ill or injured service member.

DEFINITIONS:

Care: Care for someone includes psychological as well as physical care. It also includes acquiring care and sharing care duties.

Dependent Child: An individual under the age of 18, or 18 years or older but incapable of self-care because of mental or physical disability, or under 20 years old, and still in secondary school that is the legally recognized responsibility of the employee as natural parent, foster parent or court-appointed guardian.

Serious Health Condition: An illness, injury, impairment or physical or mental condition that involves In-patient care in a hospital, hospice, or medical care facility; or continuing treatment by a health care provider. As a result of this condition, the employee is deemed unable to perform the essential functions of his/her position or prevents the qualified family member from participating in school or other daily activities.

LENGTH AND AMOUNT OF FMLA LEAVE

Eligible employees are entitled to up to twelve (12) unpaid work weeks of FMLA leave during any twelve (12) month period. The twelve (12) month period will be measured forward from the first date an employee takes FMLA leave. The next 12-month period would begin the first time FMLA leave is taken after completion of the prior 12-month period.

Married employees who both work for Dakota 911 will be limited to a combined total of twelve (12) weeks, continuous and/or intermittent leave for the birth or placement of a child, or for parental care.

The entitlement to FMLA leave for the birth or placement of a child expires twelve (12) months after the birth or placement of that child.

HOW FMLA LEAVE MAY BE TAKEN

Continuous Twelve (12) Week Leave Period: An employee may take up to twelve (12) weeks of continuous unpaid FMLA leave starting from the date of the qualifying event.

Intermittent Twelve (12) Week Leave Period: Intermittent unpaid FMLA leave will be granted to an eligible employee during the 12-month period immediately following a qualifying event when medically necessary. FMLA leave may be taken in increments as small as ¼ hour. The employee must make reasonable effort to schedule treatments so as not to disrupt Dakota 911 operation.

When an employee works a part-time schedule, the amount of intermittent or reduced schedule FMLA leave that an employee uses is determined on a pro rata or proportional basis. For example, if an employee who would otherwise work twenty (20) hours per week, but works only ten (10) hours a week under a reduced leave schedule, the employee's ten (10) hours of leave would constitute one-half (1/2) of a week of FMLA leave for each week the employee works the reduced leave schedule.

Intermittent or reduced-schedule leave may be taken to care for a newborn or newly placed child only with Dakota 911's prior written approval.

PROCEDURES FOR REQUESTING FMLA LEAVE

An employee must provide a thirty (30) day notice of the qualifying event to the HR Coordinator or designee. In cases where the qualifying event will occur within thirty (30) days, the employee must provide notice the same day or the day immediately following. Notice of need for unforeseeable leave must be given as soon as practicable under the facts and circumstances of the employee's need for the leave, in accordance with Dakota 911's requirements for notice of leave.

Employees must provide sufficient information for Dakota 911 to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that:

1. The employee is unable to perform job functions,
2. The family member is unable to perform daily activities,
3. The employee needs to be hospitalized or receive continuing treatment by a health care provider,
4. The employee's immediate family member military status supports the need for military family leave.
5. Employees also must inform Dakota 911 if the requested leave is for a reason for which FMLA leave was previously taken or certified.

LEAVE CERTIFICATION

Submitting a Certification: The employee has fifteen (15) days from the date of the request form FMLA leave to provide medical certification attesting to the need for leave. If unable to do so, the employee must provide a reasonable explanation for the delay. Failure to provide certification may result in denial leave.

Medical certification must be provided using the Department of Labor (DOL) certification forms. If Dakota 911 finds a certification to be incomplete or insufficient, Dakota 911 shall state in writing what additional information is necessary to make the certification complete and sufficient and provide the employee with seven (7) calendar days to cure any deficiency. If the deficiencies are not cured, Dakota 911 may deny the taking of FMLA leave. If the employee submits a certification from a foreign health care provider that is in a language other than English, the employee must provide a written translation of the certification upon request of Dakota 911 at the employee's expense.

Dakota 911 may directly contact the employee's health care provider for verification or clarification purposes using the HR Coordinator or management official. Dakota 911 will not use the employee's direct supervisor for this contact. Before Dakota 911 makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, Dakota 911 will obtain the employee's permission for clarification of individually identifiable health information. If the employee does not authorize Dakota 911 to contact the employee's health care provider to clarify information, Dakota 911 may deny FMLA leave.

Secondary Medical Opinions: The Executive Director/designee may, at Dakota 911 expense, request a second medical opinion concerning the qualifying event from an employer designated health care provider to determine whether granting an FMLA leave is medically necessary and appropriate. Should the first and second opinion differ, the Executive Director/designee may, at Dakota 911 expense, request a third opinion from a health care provider jointly chosen by the Executive Director/designee and the requesting employee. The third opinion will be considered final. Dakota 911 may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion.

Determination: Within five (5) business days after the employee has submitted the appropriate certification form, the HR Coordinator or designee will complete and provide the employee with a written response to the employee's request for FMLA leave. If the employee is not eligible for FMLA leave, the notice must state at least one reason why the employee is not eligible.

Recertification: Recertification of leave may be required if the employee requests an extension of the original length approved by Dakota 911 or if the circumstances regarding the leave have changed. Recertification may also be required if there is a question as to the validity of the certification or if the employee is unable to return to work due to the serious health condition.

Annual Certification: Where the employee's need for leave due to the employee's own serious health condition, or for leave due to the serious health condition of the employee's covered family member, lasts beyond a single leave year, Dakota 911 will require the employee to provide a new medical certification in each subsequent leave year. Such new medical certifications are subject to the provisions for authentication and clarification and second and third opinions.

CONCURRENT LEAVE

Any accrued and available paid disability leave, sick leave, PTO or compensatory time off available to employee will run concurrently with FMLA leave. Employees are required to exhaust all available Compensatory and PTO time during FMLA job protection.

INSURANCE CONTINUATION

While on FMLA job protection status, Dakota 911 will continue to pay the employer's share of the employee's health premium. Employees must arrangement to pay their normal portion of the insurance premium while on leave. This can be done by payroll deductions prior to or during leave, or upon return to work over a four (4) pay period "catch-up", or any combination of the three.

Dakota 911 may recover Dakota 911 paid premiums if the employee fails to return to work for a reason other than "serious health condition" or circumstances beyond the employee's control.

Any leave beyond the identified FMLA-protected period, and not covered by earned time, will be considered unpaid administrative leave during which time the employee may be placed on COBRA for benefits continuation.

RETURN TO WORK

Fitness for Duty Certification: For return to work after an employee's personal medical leave, the employee must provide medical certification prior to returning to work. This medical certification must attest to the employee's fitness for duty prior to return to work. The fitness for duty report must be based on the particular health condition(s) for which the leave was approved and must address whether the employee can perform the essential functions of his/her regular job. Dakota 911 may consult with a physician or other expert to determine reasonable accommodations for any employee who is a "qualified disabled" employee under the Americans with Disabilities Act (ADA). If a fitness for duty certification is required, Dakota 911 will deny reinstatement until it is provided.

If an employee is using intermittent leave and reasonable safety concerns exist regarding the employee's ability to perform his or her duties, a fitness for duty certification may be required as frequently as every 30 days during periods when the employee uses intermittent leave.

Reinstatement: Employees returning from FMLA leave will be reinstated in the same position or a position equivalent in pay, benefits, and other terms and conditions of employment.

Seniority protection: Employee seniority will be maintained while covered by FMLA job protection. Any leave beyond the identified FMLA job protection period, and not covered by earned leave time, will be considered unpaid administrative leave during which time seniority is no longer protected.

QUALIFIED EXIGENCY LEAVE AND MILITARY CAREGIVER LEAVE

Qualifying Exigency Leave: An eligible employee whose spouse, son, daughter or parent either has been notified of an impending call or other to active military duty or who is already on active duty may take up to twelve (12) weeks of leave for a qualifying exigency related to or affected

by the family member's call-up or service. The qualifying exigency must be one of the following:

1. Short-notice deployment
2. Military events and activities
3. Child care and school activities
4. Financial and legal arrangements
5. Counseling
6. Rest and Recuperation
7. Post-deployment activities
8. Additional activities that arise out of active duty, provided that the employer and the employee agree, including agreement on timing and duration of the leave.

Military Caregiver Leave: An eligible employee is entitled to take FMLA leave for up to twenty-six (26) weeks in a single twelve (12) month period to care for their spouse, son, daughter, parent or next of kin who is a covered service member with a serious illness or injury incurred in the line of duty on active duty that may render the service member medically unfit to perform his/her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

For purposes of this section, the term "next of kin" is defined as the closest blood relative of the injured or recovering service member. The term "covered service member" is defined as a current member of the Armed Forces, including a member of the National Guard or Reserves.

For the military caregiver leave, Dakota 911 will measure the twelve (12) month period as a rolling twelve (12) month period measured forward from the date an employee's first FMLA leave to care for the covered servicemember begins. FMLA leave already taken for other FMLA circumstances will be deducted from the total of twenty six (26) weeks available for military caregiver leave.

For leave to care for a covered injured or ill service member, by a married couple, where both spouses are employed by Dakota 911, the spouses may only take a combined total of twenty six (26) weeks of leave.

Certification: Dakota 911 will require certification of the qualifying exigency or military caregiver leave. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

SECTION 14.4 - JURY DUTY

Any employee called upon to serve as a juror in a state, county/municipal, district or federal court shall be granted a leave of absence by Dakota 911 for that purpose and for those days the employee is required to be in court. The employee shall receive all pay and other benefits that would have accrued had he/she been performing services for the employer during the period of absence for jury duty. Per diem allowances shall be turned over to Dakota 911. Reimbursed expenses shall be retained by the employee.

SECTION 14.5 - MILITARY LEAVE

Employees will be entitled to a leave of absence as now or hereafter authorized by federal and state law to participate in National Guard or Reserve training. During such leave, there should be no loss of seniority, PTO or vacation rights. The employee shall be paid his/her regular pay while on such leave not to exceed 15 days per year. Leave in excess of this shall be without pay or be deducted from unused PTO.

SECTION 14.6 - ORGAN DONATION LEAVE

Per MN statutes, Dakota 911 will grant paid leaves of absence to employees who seek to undergo a medical procedure to donate an organ or partial organ to another person. The length of the leave shall be determined by the employee, but may not exceed 40 hours for each donation, unless agreed to by Dakota 911. Dakota 911 may require verification by a physician of the purpose and length of time requested by the employee for organ donation. If there is a medical determination that the employee does not qualify as an organ donor, the paid leave of absence used prior to that medical determination is not forfeited. Dakota 911 will not retaliate against any employee who requests or obtains this leave.

SECTION 14.7 – PREGNANCY AND PARENTING LEAVE

Pursuant to the Minnesota Pregnancy and Parenting Leave Act, employees who have worked for Dakota 911 for at least twelve (12) months and an average of twenty (20) or more hours per week may take up to twelve (12) weeks unpaid leave upon the birth or adoption of a child. A female employee may take up to twelve (12) weeks of unpaid leave for prenatal care, incapacity due to pregnancy, childbirth or related health conditions. This leave must begin within twelve (12) months of the birth or adoption of the child. In the case where a child must remain in the hospital longer than the mother, the leave must begin within twelve (12) months after the child leaves the hospital.

Eligible employees should provide at least thirty (30) days written notice to Dakota 911 of his/her intent to use pregnancy and parenting leave and shall determine the length of the leave but said leave may not exceed twelve (12) weeks. An employee returning from a leave of absence longer than one month must notify a supervisor at least two (2) weeks prior to return from leave.

Employees are required to use available paid parental, disability, personal, medical, or sick leave, or accrued vacation during their pregnancy and parenting leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave and the two leaves shall run concurrently.

The employee is entitled to return to work in the same position or a position of comparable duties, number of hours, and pay following a pregnancy and parenting leave, except if Dakota 911 experiences a layoff and the employee would have lost his/her position had the employee not been on leave. Group insurance coverage will remain available while the employee is on leave, however, the employee will be responsible for the entire premium. If the employee is also on an FMLA absence, the employer contributions toward group insurance will continue during the FMLA leave.

SECTION 14.8 - SCHOOL CONFERENCE AND ACTIVITIES LEAVE

As required by Minnesota State Statute 181.9412, a regular full-time employee, or a part-time employee who works an average number of hours equal to at least half the full-time equivalent

may be granted up to a total of 16 hours per calendar year to attend school conferences or school-related activities related to the employee's child, provided the conferences or school-related activities cannot be scheduled during non-work hours. If the employee's child receives child care services, or attends a pre-kindergarten regular or special education program, the employer may use the leave time provided in this section to attend a conference or activity related to the employee's child, or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the employer. 14 days advance notice, will on its face, be considered reasonable notice.

SECTION 14.9 - VOTING LEAVE

As required by Minnesota Statute 204C.04 every employee who is entitled to vote at any state or national election is entitled to be absent from work for the purpose of voting on election day without penalty or deduction of salary or wages. Employees must arrange with their supervisor at least 24 hours in advance of the requested leave. A reasonable amount of time will be allowed for this purpose.

SECTION 14.10 – BEREAVEMENT LEAVE

A maximum of three (3) days leave with pay may be granted upon request in the event of a death in the employee's immediate family. Immediate family is defined as spouse, parent (including stepparent or legal guardian), child (including stepchild or foster child), sibling (including stepsibling), grandparent, grandchild, parent-in-law, brother/sister-in-law, and son/daughter-in-law. An additional two (2) days may be granted in the event of a death of the employee's spouse, child or parent. These additional days, if approved, would come from the employee's earned leave.

An employee may request up to two (2) days bereavement leave in the event of a death of a great grandparent, aunt or uncle, niece or nephew, or grandparent-in-law. These additional days, if approved, would come from the employee's earned leave. The employee's supervisor will be responsible for determining the length of this leave considering distance to funeral.

It is understood that payment under the above provisions is only for a day or days when the employee was scheduled to work and would have worked except for the death of such relative. It is also understood that bereavement leave must be used within seven (7) days of the death for which they are taking leave unless otherwise approved by the Executive Director.

SECTION 14.11 – SICK LEAVE

Personal Time Off (PTO) accrues in lieu of vacation and sick leave and is to be used for both scheduled and unscheduled time off. Time off for unscheduled leave is not to be used at the employee's discretion, but due to necessity in an actual illness, legal quarantine or disability of the employee, or to receive care or other sickness preventative measures. Inappropriate use of unscheduled leave will be cause for disciplinary action. Unless otherwise allowed by federal or state law, or by administrative approval unpaid leave is not allowed.

Medical certification may be requested by the Executive Director or their designee for any unscheduled leave. Any employee using three (3) days or more of unscheduled leave must provide a medical certification upon return to work.

Pursuant to MN Statute employees may use up to 160 hours of sick leave in any calendar year for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, grandparent, stepparent, parent-in-laws, and grandchildren. In addition, employees may be eligible to use sick leave for reasonable absences for themselves or relatives who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking. Employees may use this type of leave for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

SECTION FIFTEEN - DISCIPLINE

Dakota 911 employees shall be subject to disciplinary action for failing to fulfill their duties and responsibilities, including observance of adopted work rules. It is the policy of Dakota 911 to administer disciplinary penalties without discrimination. Every disciplinary action shall be for sufficient cause and the employee may use the grievance procedure with respect to any disciplinary action which he or she believes is either unjust or disproportionate to the offense committed. The supervisor or Executive Director shall investigate any allegation in which disciplinary action might be based before any disciplinary action is taken.

SECTION 15.1 – DISCIPLINARY ACTION STEPS

Dakota 911 may observe the following disciplinary action steps, but reserves the right to set discipline appropriate to the misconduct at its sole discretion:

Step One – Oral Reprimand: Documentation of oral reprimands may be placed in an employee's personnel file.

Step Two – Written Reprimand: A written reprimand shall state that the employee is being warned for misconduct; describe the misconduct; describe past actions taken by the supervisor to correct the problem; urge prompt correction or improvement by the employee; include timetables and goals for improvement when appropriate; and outline future penalties should the problem continue. The employee shall be given a copy of the reprimand and sign the original acknowledging that he/she has received the reprimand. The signature of the employee does not mean that he/she agrees with the reprimand. The reprimand shall be placed in the employee's personnel file.

Step Three – Suspension With and/or Without Pay: An immediate supervisor may suspend an employee with pay, pending approval of the Executive Director of a suspension without pay. The Executive Director may suspend an employee without pay. Prior to the suspension without pay or as soon thereafter as possible, the employee shall be notified in writing of the reason for the suspension and its length. Upon the employee's return to work, he or she shall be given a written statement outlining further disciplinary actions should the misconduct continue. An employee may be suspended with pay, pending investigation of an allegation.

Step Four – Dismissal: The Dakota 911 Executive Director may dismiss any employee after they are given written notice of intent to dismiss at least five work days before the effective date of the dismissal. The notice shall contain the reasons for the dismissal; the employee's rights under these rules and the veterans' preference law if he/she is a veteran; and a statement

indicating that the employee may respond to the charges both orally and in writing and that he/she may appear personally before the Executive Director.

SECTION 15.2 – OTHER DISCIPLINARY ACTIONS

The following other disciplinary actions may also be taken against any employee:

Withholding Salary Increase or Decreasing Employee’s Current Salary: Withholding a salary increase or decreasing the employee's salary: The employee shall be notified in writing of the action and the reasons therefore. A copy of the notice shall be placed in the employee's personnel file. In no case shall an employee's salary be decreased below the minimum of the salary range of the class or below the applicable minimum wage.

Demotion: An employee may be demoted for just cause including inefficient or ineffective performance. The employee shall be notified in writing of the action and the reasons therefore. A copy of the notice shall be placed in the employee's personnel file. No demotion shall be made as a disciplinary action unless the employee to be demoted is eligible for employment in a lower class. An employee who is demoted shall not be required to serve a probationary period in the position to which the employee is being demoted.

Hearing: In any case of suspension, dismissal or demotion, a regular employee shall be granted a hearing before the Executive Director if the employee submits a written request for such a hearing within five working days of notification of the action taken. The hearing shall be held within ten working days from the date the request is filed unless Dakota 911 and the employee agree on an earlier or later date. If the disciplinary action involves the removal of a veteran, the hearing shall be held in accordance with Minnesota Statutes.

SECTION SIXTEEN - GRIEVANCE PROCEDURE

Employees who complete their Probationary Period will be terminated for just cause. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this personnel policy.

Grievances shall be resolved in conformance with the following procedure:

SECTION 16.1 – VERBAL NOTICE OF GRIEVANCE

An employee must notify his or her supervisor of his or her grievance within 10 work days of occurrence of the incident of the grievance or within 10 work days after the employee should have known about the occurrence of the incident that precipitates the grievance. The supervisor will meet with the employee within 10 working days of receiving the grievance complaint and give a verbal answer to such grievance.

SECTION 16.2 – WRITTEN NOTICE OF GRIEVANCE

If the grievance is not resolved through the verbal notice process, the grievance should be placed in writing by the employee, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Employee Handbook allegedly violated and the remedy requested. This written grievance shall be submitted to the Operations Director within 10 working days of the verbal meeting with the supervisor. The Operations Director will consult with the supervisor and will furnish a written answer to the employee within 10 working days of receiving the written grievance.

SECTION 16.3 – UNRESOLVED GRIEVANCE

If the grievance is not resolved through section 15.2 above, the written grievance may be presented to the Executive Director within 10 working days of receiving the answer from the Operations Director. A meeting will be scheduled within 10 working days of receiving the written grievance. The employee will then receive in writing the final decision of the Executive Director regarding the grievance within 10 working days of this meeting. At the Executive Director's discretion, he/she may submit the grievance for independent review by an independent hearing officer.

Each of the above steps will be taken in a timely manner; however, in the event that one or more of the parties is physically unavailable to consider the grievance (i.e., out on PTO or leave, etc.), the grievance will be heard at the earliest practical date following their return. The employee and Dakota 911 may agree to waive or extend the time requirements when circumstances make it difficult or impossible for either party to comply. Failure of an employee to follow the timeliness set forth in this grievance procedure shall constitute a waiver of the grievance and acquiescence to Dakota 911 conduct and all future continuations of the conduct giving rise to the grievance. Dakota 911's failure to respond to a grievance constitutes a denial, whereupon the grievance may be appealed to the next level.

SECTION SEVENTEEN - PERFORMANCE REVIEWS

It is the policy of Dakota 911 to provide equitable compensation and financial incentives to employees that promote attainment of exemplary performance and organizational contribution. Dakota 911 recognizes that compensation policies are a key factor in the ability to attract, retain and motivate well-qualified individuals to participate in the achievement of its objectives. The performance management system is designed to:

1. Review employee performance in relation to Dakota 911 goals and expectations.
2. Recognize individual achievements and contributions of the employee to the overall performance of Dakota 911.
3. Identify areas for future employee development.
4. Identify and correct any performance concerns.

SECTION 17.1 – REVIEW CYCLE

Supervisors shall conduct a minimum of one informal interim performance review to occur mid-review cycle and one formal performance review to occur at the conclusion of the employee's performance review cycle. The interim review is documented for the employee and the personnel file. The annual formal performance review is used to determine the employees eligibility for a wage increase. It is also copied to the employee and their personnel file.

SECTION 17.2 – EXECUTION OF REVIEW

Completed formal performance review documents will be signed by the employee, the supervisor, the operations director and the Executive Director or designee. The employee's signature indicates that the appraisal has been discussed but does not necessarily indicate agreement with the document content. Employees shall be provided adequate time to review and provide summary comments to the final review document. If an employee refuses to sign the document, it is so noted and the review is processed.

SECTION 17.3 – UNSATISFACTORY REVIEWS

Employees whose performance is determined to be unsatisfactory will be ineligible for any adjustment to their base pay, and receive formal performance reviews at six-month intervals until documented performance warrants a satisfactory or better rating. Employees who receive multiple or consecutive unsatisfactory ratings will be subject to disciplinary proceedings, up to and including discharge.

SECTION 17.4 – REVIEWS DURING TRAINING

During the training period, informal performance meetings should occur frequently between the supervisor and the employee.

SECTION EIGHTEEN - TRAINING & DEVELOPMENT

Dakota 911 is committed to providing professional growth opportunities available through external resources that may be outside the normal scope of Dakota 911's training and development program. Approved costs for employer-initiated or required workshops, professional seminars, training programs, courses, continuing education credits will be budgeted for by Dakota 911.

Coursework, seminars or workshops that are job related, or could become job related within the scope of Dakota 911 operations will be subject to the approval of the Executive Director and budget parameters. The Training/tuition budget will be evaluated each year.

SECTION NINETEEN - COURT SUBPOENAS & CANCELLATIONS

Dakota 911 recognizes that personnel are regularly subpoenaed to appear as witnesses in criminal proceedings related to the duties of employment with Dakota 911. Upon receipt of a subpoena, Dakota 911 administration will take the necessary steps to ensure the public safety telecommunicator is removed from the schedule in order to appear.

All employees who are noticed to appear for court must call the courts at the number identified on the subpoena before departure for court to ensure that they are still needed.

SECTION TWENTY - TRAVEL & ATTENDING CONFERENCES, SEMINARS, CLASSES & TRAINING

In order to provide proper services, Dakota 911 is committed to ensuring staff receives continuing education through conferences, seminars, classes and ongoing training.

Conference, seminar, class and training notifications are received at Dakota 911 on a regular basis. Staff is also encouraged to bring educational opportunities related to Dakota 911 operations to the attention of the Supervisor assigned to Administration for consideration. Dakota 911 administration will assign employees to attend training based on the needs of the organization.

SECTION 20.1 – REGISTRATION & RESERVATIONS

Registration and reservations will be arranged by Administration upon direction from the Executive Director or their designee.

SECTION 20.2 – TRAVEL & LODGING

Travel and lodging will be arranged depending on when the event starts. If the event starts during the day, travel and lodging will be arranged for arrival the day prior. If the event starts in the evening, travel and lodging will be arranged for arrival on that day. If events conclude in the evening, return travel will be the next day as available.

Travel time during the employee's regular 40 hour work week is not considered overtime, but mileage reimbursement is allowed for one vehicle per event unless otherwise approved by the Operations Director.

Air Travel: Administration will strive to accommodate employee requests and to ensure non-stop travel to destinations but cannot guarantee any arrangements. All seats booked will be coach. Any upgrades will be at the expense and arrangement of the employee. Baggage fee receipts should be retained and submitted for reimbursement on the Travel Expense Claim Form upon return to work.

Air travel hours outside of the employee's regular 40 hour work week start when the employee leaves their home and end when they arrive at their lodging destination. Return travel starts when the employee leaves the event and ends when they arrive at their home. This time should be reflected as overtime on the timecard under the date the travel occurred.

Road Travel: Employees are reimbursed for traveling on official Dakota 911 business with a private automobile at the reimbursement rate based on the I.R.S. allowance for mileage reimbursement. Mileage will be reimbursed for the distance traveled that is in excess of the distance normally traveled to and from the workplace. If such travel occurs on a day that the employee is not scheduled to work, total mileage traveled is reimbursable. Mileage reimbursement covers wear and tear on the vehicle. Thus, any damage to a personal vehicle during work related activities would be covered by the employee and their insurance company. Any injury to the employee would be submitted under workers compensation.

Road travel hours outside of the employee's regular 40 hour work week starts when the employee leaves their home and ends when they arrive at the event. Return travel starts when the employee leaves the event and ends when they arrive at their home. This time should be reflected as overtime on the timecard under the date the travel occurred.

Lodging: Lodging accommodations are booked in advance according to cost, facilitator recommendation and location. Administration will submit a credit card authorization form to the hotel authorizing them to apply all room and tax to Dakota 911 credit card the room was reserved under. Although paid by Dakota 911 credit card, lodging invoices are to be retained and identified on the Travel Expense Claim Form as prepaid expenses.

Transportation: Additional transportation (i.e. rental cars, taxi, shuttle & bus) may be required for some events. Transportation receipts (for taxi and other needs that cannot be pre-arranged) should be retained and submitted for reimbursement on the Travel Expense Claim Form.

Event Attendance: Employees are expected to attend all daily events. Events lasting less than eight (8) hours are paid hour for hour. Events lasting eight hours or more are paid for a ten hour

day. Attendance at evening social events is allowed but not expected as employees will not be compensated for this time.

Time spent at an event should be recorded on the timecard as hour-for-hour for attendance time under eight hours. For event attendance lasting eight hours or more, the timecard should reflect ten hours.

Travel Expense Claim Form: The Travel Expense Claim form must be completed and submitted to Administration for processing upon return from an event. All allowed expenses can be claimed on this form. Supporting original detailed receipts must be attached to the claim form to qualify for reimbursement.

Expenses: The following items are considered allowable expenses:

- Baggage Fees
- Taxi/other transportation to and from the event and airport
- Three meals per day

The following items are not considered allowable expenses:

- Movies
- Telephone use (unless it is work-related)
- Alcoholic beverages

1. Supervisor Assigned to Administration will make recommendations to the Operations Director for consideration of conferences and trainings.
2. Out of State Training/National Conferences: Subject to budgetary considerations representation from management and/or supervisory personnel may be sent to national conferences and/or training.
3. Periodically, employees may be required to receive specialized job training or career development guidance and this required training will be provided at no cost to the employee.
4. Dakota 911 will evaluate employee training programs that may be of value to the entire workforce and will provide periodic training opportunities to all staff through a Dakota 911-wide training program.
5. Dakota 911 shall reimburse employees for specific job-related license and/or certification fees and subsequent renews, provided that the license and/or certification is either required to perform the duties of their position or as recommended by the Operations Director and approved by the Executive Director.
6. Time for voluntary attendance by an employee at a training course outside of working hours is not compensable even if the course is directly related to his/her position or paid for by Dakota 911.

Due to inherent variables involved in travel, Dakota 911 reserves the right to evaluate each event and make necessary decisions based on any unforeseen factors.

SECTION 20.3 – BUSINESS TRAVEL EXPENSES

Dakota 911 will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Executive Director or their designee. Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by Dakota 911. Employees are expected to limit expenses to a reasonable amount. Travel guidelines and expense reimbursement practices are listed below:

1. Airfare or train fare for travel in coach or economy class or the lowest available fare shall be the preferred mode of transportation when authorized. In cases where employees choose to drive, extra time required will be taken as PTO or compensatory time. Reimbursement for vehicular travel (meals, mileage and lodging) shall not exceed what the total cost of what airline travel would have been.
2. Out-of-state conferences and training must be recommended by the Operations Director and approved by the Executive Director on all cases. A summary of the conference and subject matter relating to Dakota 911 must be submitted.
3. Hotel, motel or other authorized accommodations will be reimbursed at the actual cost not to exceed the single occupancy rate. Lodging expenses will not be reimbursed for meetings held within the Minneapolis/St. Paul metropolitan area or within a fifty (50) mile radius of Dakota 911 unless prior approval is granted by the Executive Director.
4. Fares for shuttle or airport bus service, where available; costs for public transportation for other ground travel such as taxi service will be reimbursed, but should be used only when no other safe or other economical means of travel exists. Reasonable safety considerations shall take precedence over economy factors in travel situations.
5. Mileage reimbursement rates for personal vehicle use are determined by the Internal Revenue Service.
6. The reasonable costs of meals including sales tax and gratuity. The gratuity should not exceed 20% of the total costs.
 - a. Per Diem: Annual amount established by the IRS for Dakota County.
 - b. Individual Meals: Breakfast or Lunch is not to exceed \$15.00 each. Dinner is not to exceed \$25.00 each. *All meals combined cannot exceed the per diem maximum.
 - c. The per diem limits do not apply when the meal expense is included in the cost of the conference or seminar. Additionally, Dakota 911 does not reimburse costs on a per diem basis but for actual cost incurred.
 - d. Alcoholic beverages are not eligible for reimbursement.
 - e. Itemized real receipts must be submitted to qualify for reimbursement and must show the following:
 - Date
 - Name of Establishment (pre-printed form)
 - Itemized list of purchased items
 - Total
 - Tip (if appropriate) of no more than 20%
7. Charges for telephone calls, fax and similar services required for business purposes.
8. Any employee who is involved in an accident while traveling on business must promptly report the incident to the Executive Director. Vehicles owned, leased, or rented by Dakota 911 may not be used for personal use without prior Executive Director approval.
9. Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to the Executive

Director when travel advances are needed. Dakota 911 travel expense forms must be complete prior to reimbursement or travel advance disbursements.

10. When travel is completed, employees must submit completed travel expense reports along with all receipts for individual expenses as soon as possible. **Please remember itemized receipts are required for reimbursement of travel expenses.**
11. Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, and any other business travel issues.

Any exceptions to this policy must receive prior approval from the Executive Director whenever practicable. Abuse of Dakota 911 travel policy, including falsifying expense reports is grounds for disciplinary action, up to and including termination of employment.

SECTION TWENTY ONE - EMPLOYEE RECOGNITION

Dakota 911 expects a high level of performance from all employees. Recognition of exemplary performance may be made through the presentation of awards.

SECTION 21.1 – AWARD OF MERIT

This award may be given to an employee of Dakota 911 for outstanding self-initiated work or for long-term exceptional performance and dedication to Dakota 911 and public at large. This award may be given to an employee who displays extraordinary expertise, thoroughness or determination.

SECTION 21.2 – NOMINATIONS

Any employee can nominate a co-worker for their efforts.

1. The Nomination for Award form shall be completed and forwarded to the chairperson of the Performance Recognition Committee. The nomination must be detailed and specific and include any and all information necessary to assist the Performance Recognition Committee in their investigation.
2. The chairperson will acknowledge receipt of the nomination in writing to the person making the nomination.
3. The chairperson will then distribute the nomination to members of the committee for consideration.

SECTION 21.3 – DETERMINATION

The Operations and Executive Director positions make the final determination whether or not an employee will receive an award. They also determine what type of award the employee will receive.

SECTION 21.4 – SUPERVISORY COMMENDATION

This award may be issued to an employee at any time they feel an employee's performance should be immediately acknowledged. A copy of the commendation is filed in the employee's personnel file and a second copy is forwarded to the Performance Recognition Committee for consideration for additional award.

SECTION 21.5 – CITIZEN AND MEMBER AGENCY RECOGNITIONS

While citizens and Dakota 911-dispatch agency staff may not make nominations for recognition, any Dakota 911 employee who receives information pertaining to the event may make nomination on the citizen or member agency's behalf.

SECTION TWENTY TWO - PERSONAL USE OF EQUIPMENT

Public property, facilities and supplies are intended for the use of Dakota 911 employees in the conduct of their work in the service of Dakota County citizens and Dakota 911 members.

Emergency use and minimal personal use of such property may be allowed, so long as such usage in no way limits the conduct of work of the employee or other employees, no personal profit is gained or outside employment is served and expendable resources are not depleted. Removal of Dakota 911 equipment from Dakota 911 premises is only permitted with supervisory approval.

SECTION 22.1 – ABUSE OR MISUSE OF PUBLIC PROPERTY, FACILITIES OR SUPPLIES

Abuse or misuse of public property, facilities or supplies may be considered employee theft. Persons engaging in such conduct may be subject to disciplinary action, up to and including termination as well as criminal sanctions.

SECTION TWENTY THREE - CONNECTION/PLACEMENT OF HARDWARE/SOFTWARE ON THE DAKOTA 911 I.T. NETWORK & COMPUTING SYSTEMS

This policy applies to all Dakota 911 employees and to any other persons who have gained or been given access to Dakota 911's information technology network and computing systems.

Employees given access to Dakota 911's information technology network and computing systems are granted such access to conduct official Dakota 911 business. Such systems have been purchased, installed, and maintained by Dakota 911 to facilitate the conduct of job responsibilities in the delivery of services.

SECTION 23.1 – VIOLATION

Violation of this policy may be grounds for disciplinary action, up to and including termination of employment with Dakota 911. Discipline does not preclude separate criminal penalties resulting from an employee's illegal usage of such systems. All discipline shall be in accordance with Dakota 911's personnel policies.

SECTION 23.2 – EXCEPTIONS

1. Information Technology employees or their agents acting within the scope of their job responsibilities and/or contracts may connect or place any Dakota 911 owned hardware or software on these systems.
2. Other Dakota 911 employees acting within the scope of their job responsibilities, designated in writing and approved by the Executive Director, after consultation with Information Technology staff, may connect or place on these systems Dakota 911 owned hardware or software.

Information Technology employees acting within the scope of their job responsibilities may connect or place on these systems personally owned Personal Data Assistants and similar next generation technology equipment.

- a. The connection of personal equipment to Dakota 911's information technology network and computing systems does not permit the use of Dakota 911 equipment for personal gain.
- b. Dakota 911 assumes no responsibility and/or liability for the following regarding personally owned hardware and/or software that is connected to or installed on these systems:
 - Maintenance or upgrades of hardware or software for any purpose.
 - Licensing requirements for hardware or software. Prior to installation each employee will be required to provide assurance in writing that the personally owned hardware and/or software that is requested to be connected to or installed on these systems has not been installed on or connected to any other systems. Further, a copy of proof of purchase and a copy of the related licensing agreement must be submitted.
 - Compatibility with and/or impact upon other personally owned systems or equipment.
 - Exposure of personal equipment and/or records to public information/data practice requests and/or legal searches.
 - Dakota 911 will provide support for personal hardware and/or software installed on Dakota 911 systems only to the extent that it is being used for public purposes.
 - Dakota 911 will make no modifications to its hardware and/or software To provide for the installation of personal hardware and/or software on Dakota 911's information technology network and computing systems. All personal hardware and/or software must be compatible and consistent with Dakota 911 systems.

Upon approval of this policy, any Dakota 911 employee or any other person with equipment/software in violation of this policy is to notify the Executive Director in writing of the equipment and circumstances. A determination will be made regarding consistency with the

Exceptions section of this policy and/or a remediation plan will be implemented to bring the equipment/software into compliance with the policy.

SECTION TWENTY FOUR - USE OF THE INTERNET, INTRANET & ELECTRONIC MAIL SYSTEM

Dakota 911 employees given access to the Internet, Intranet, or E-Mail are granted such access to conduct official Dakota 911 business. Such systems have been installed by Dakota 911 to facilitate work-related communications. As with the telephone system, limited, incidental and occasional personal use of E-Mail and the Internet are permitted. Although each employee has an

individual password to gain access to E-Mail and the Internet, the systems and its content, however, belong to Dakota 911.

Thus:

1. All e-mail messages, files and images on Dakota 911 computers are Dakota 911 records and as public records may be disclosed without an employee's permission;
2. Such records are accessible at all times by Dakota 911 management and law enforcement and may be reviewed by management at its discretion;
3. E-Mail messages and Web usage, whether the employee considers them to be personal or not, are not confidential. Employees should not transmit any messages they would not want read by a third party.
4. Dakota 911 may periodically monitor all Internet/Intranet/E-Mail uses and/or conduct random audits.
5. Employees are expected to use Dakota 911 E-Mail and Internet/Intranet systems in a responsible manner.
6. Employees are expected to comply with all software licenses, copyrights and all other State and Federal laws governing intellectual property.

This policy applies to all employees and to any other persons who have gained or have been given access to Dakota 911's Internet, Intranet, E-Mail and MDC systems, or Dakota 911-owned wireless and handheld devices. Vendors and consultants will be expected to be made aware of this policy and comply with its terms.

SECTION 24.1 – VIOLATION

Violation of these policies may result in the revocation of the violator's Internet, Intranet, E-Mail or MDC access and may be grounds for disciplinary action, up to and including termination of employment with Dakota 911.

SECTION 24.2 – DISCIPLINE

Discipline does not preclude separate criminal penalties resulting from an employee's illegal usage of such systems.

All discipline shall be in accordance with Dakota 911's personnel policies.

SECTION 24.3 – EMAIL

Dakota 911 email use for any of the following purposes is prohibited.

1. Any illegal purpose or use.
2. Any use that would reasonably be interpreted to be insulting, disruptive, or offensive to other persons, or harmful to employee morale. Examples of forbidden messages include but are not limited to such things as:
 - a. Sexually explicit pictures or messages
 - b. Gambling
 - c. Unwelcome propositions or love letters
 - d. Ethnic or racial slurs
 - e. Any other message that could reasonably be construed to be harassment or disparagement of others based on their sex, race, disability, sexual orientation, age, economic status, national origin, or religious or political beliefs.
 - f. Charitable solicitations or support for outside organizations or for purpose of personal gain. (Official Dakota 911-endorsed internal activities are an

- exception to this policy.)
- g. Outside business or commercial activities for the purpose of personal profit or gain.
 - h. Political activity of any kind
 - i. Religious solicitations or causes
 - j. Discussion of confidential Dakota 911 business or disclosure of private data protected under the Minnesota Data Privacy Act.

Required Action Steps: When in receipt of an unwanted e-mail message simply delete the message. If such unwanted e-mails are regularly received it is the employee's responsibility to:

1. Notify the sender to advise him/her to discontinue sending objectionable messages
2. Notify either your supervisor if Dakota 911 personnel are involved in sending the objectionable material subject to this policy.

SECTION 24.4 - INTERNET/INTRANET

Dakota 911 internet/intranet use for any of the following purposes is prohibited.

1. Any illegal purpose or use
2. Downloading or placing on any Dakota 911-owned computer, laptop, workstation or server any programs, screen savers or software that has not been authorized by IT staff and scanned for viruses.
3. Commercial or non-job related solicitations
4. Access to adult entertainment or related sites (law enforcement officials exempt only in the official scope of their duties)
5. Promotion of religious or political causes
6. Advertising
7. Other personal promotions or causes

Recommended Practices: It is recommended that when not actively using the Internet the employee close out of the window.

SECTION 24.5 - SOCIAL MEDIA

Comments posted on social media have the potential to be shared broadly resulting in adverse consequences that include future employment, cross-examination in civil and criminal cases and public and private impact that could undermine public confidence in Dakota 911. Dakota 911 social media use for any of the following purposes is prohibited.

1. Any illegal purpose or use.
2. Posting any type of messages on any social media sites while on-duty thus distracting the employee from their official duties. This includes any posting on Dakota 911 owned devices and on any personal device while on duty.
3. Posting any confidential or sensitive information, including photographs of any ongoing criminal or administrative investigation for Dakota 911 or our member agencies.
4. Posting any comments that could be construed as detrimental to Dakota 911, our employees or our affiliates.

SECTION 24.6 – USE OF MDC MESSAGING

Dakota 911 recognizes the importance of clear, efficient communications. MDC messages are allowed for job related messaging. MDC Messaging for any of the following purposes is prohibited.

1. Posting, transmitting or otherwise disseminating information via MDC messaging software which may contain obscene or sexually explicit language, and statements that ridicule, malign, disparage, or otherwise express bias against any race, religion or other protected class individual.
2. Posting, transmitting or otherwise disseminating messages which are disparaging, insulting, disruptive or offensive to other Dakota 911 employees, member agencies or their employees.

SECTION 24.7 PASSWORD SECURITY

Employees are prohibited from the unauthorized use of other employee passwords to gain access to the other employee's E-Mail, or Internet/Intranet files.

SECTION 24.8 EXCEPTIONS

The Executive Director shall have the sole discretion to grant individual exceptions to this policy. Such exceptions should be documented and made part of the personnel file.

SECTION TWENTY FIVE - REPORTING ARRESTS & CONVICTIONS OF GROSS MISDEMEANORS/FELONIES

Employees who are arrested or formally charged with any crime which could result in incarceration if convicted must immediately report the arrest or charges to their supervisor.

SECTION TWENTY SIX - EXTRAORDINARY STAFFING DEMANDS

In order to provide a proper level of service, Dakota 911 may need to adjust staffing levels in response to extraordinary demand for service, planned or unplanned.

SECTION 26.1 – PLANNED EVENTS

When Dakota 911 becomes aware in advance of an event or any other circumstance that would create an extraordinary demand for services, the event will be assessed to forecast necessary staffing levels. Additional staff will be arranged through normal staffing procedures.

SECTION 26.2 – UNPLANNED EVENTS

Unplanned events that create extraordinary demand for PSAP services are an inherent part of all PSAPs. Severe weather, natural or manmade disasters, transportation accidents and major criminal events are examples of incidents that occur with little or no warning and can create tremendous demand on the PSAP.

In the event of an unplanned event creating extraordinary demand, the on-duty supervisor is responsible for assuring additional staffing resources. This can be done through shift extensions or call-backs of off-duty personnel.

Dakota 911 public safety telecommunicators and supervisors who, while off-duty, become aware of an unplanned event that could reasonably be considered to create extraordinary demand on Dakota 911, may report for duty at Dakota 911 without a request from a supervisor.

Upon arrival at Dakota 911 a public safety telecommunicator or public safety telecommunicator supervisor reporting for duty shall report to the on-duty supervisor for assignment. Public safety

telecommunicators or public safety telecommunicator supervisors reporting for duty shall be compensated in accordance with applicable personnel rules or collective bargaining agreement.

SECTION TWENTY SEVEN - RELEASE OF INFORMATION

It is the policy of Dakota 911 that employees will not release information or comment on incidents responded to or handled by Dakota 911 or a Dakota 911 member agency unless otherwise approved by the executive director.

SECTION 27.1 – RELEASE OF INFORMATION ON INCIDENTS/EVENTS TO THE MEDIA/PUBLIC

It is the policy of Dakota 911 that any personnel contacted by the media/public regarding any issue or incident related or responded to by Dakota 911 or a member agency shall immediately report such contacts to the on-duty Dakota 911 supervisor.

In accordance with state statute, Dakota 911 may release basic incident response data, while referring requests for investigative details to the responding agency. (For example, Dakota 911 may confirm the response to a crash or fire scene, providing location, times and responding agencies, but should not speculate as to the cause or other facts of the incident).

Beyond basic incident response data, all inquiries should be referred to the responding agency.

SECTION 27.2 – RESPONSE TO ALL INQUIRIES RELATED TO DAKOTA 911 SERVICES PROVIDED

All inquiries related to the services provided by Dakota 911 personnel are to be referred to the operations director or the executive director during business hours, or the on-duty supervisor if outside of business hours.

Dakota 911 and the services provided by its staff are to be referred to the operations director or the executive director during business hours or the on-duty supervisor if outside of business hours.

SECTION 27.3 – REQUESTS FOR INFORMATION ABOUT PERSONNEL

All requests for information about Dakota 911 personnel are to be referred to the operations director or the executive director. Verification of employment requests are to be referred to the HR coordinator. Request will be responded to in compliance with the Minnesota Government Data Practices Act, HIPPA and any other Federal laws and State statutes.

SECTION TWENTY EIGHT - LEAVING EMPLOYMENT

Any employee wishing to leave Dakota 911 in good standing shall file a written resignation at least fourteen (14) calendar days before leaving. The resignation must state the effective date and reason for leaving. Employees must be actively working during their 14 day notice and may not extend their resignation date with the use of paid leave.

Dakota 911 shall verbally accept the employee's resignation and may follow up with written acceptance.

SECTION 28.1 – ADVANCE RESIGNATION NOTICE

Advance notice of resignation or retirement allows Dakota 911 the ability to begin the hiring and pre-employment process, and begin training while the terminating employee is still on staff. In turn, this will decrease the negative impact on staffing levels.

Eligibility:

1. Eligible employees must have been employed for a minimum of 3 years.
2. Part-time employees are not eligible under this policy.

Incentive Payment: Dakota 911 will provide a one-time payment of \$1,500.00 for one hundred eighty (180) days advance notice of resignation or retirement, or a one-time payment of \$500 for ninety (90) days advance notice of resignation or retirement..

Payment will be made on or after the employment termination date. Payment will not be made if the employee or Dakota 911 rescinds the resignation, or if the employee takes any unauthorized absence during the Advance Resignation period. Payment is subject to taxation and required deductions.

Rescission Period: An employee has ten (10) calendar days from the date the employee signs the agreement to rescind the Advance Resignation Notice. After Dakota 911 has accepted the resignation and after the duration of the Employee's 10-day rescission period, the resignation becomes irrevocable and the Employee may no longer rescind it without Dakota 911's agreement to either permit rescission or defer the resignation. In the event the employee breaches this agreement by terminating employment with Dakota 911 in advance of the agreed upon resignation date, the Employee forfeits all eligibility for any advance resignation incentive.

Dakota 911 reserves the right to refuse to enter into this agreement with any employee. Dakota 911 also reserves the right not to replace any employee who resigns, or to modify the position and duties prior to hiring a new employee. This decision will not affect an employee's eligibility for an Advance Notice payment.

SECTION 28.2 - LAYOFF

Layoff of a regular full-time employee must be approved by Dakota 911 Executive Director. Those employees who qualify under the provisions of the Veterans Preference Act shall be laid off in accordance with those provisions as required by decisions of the Supreme Court and the Veteran's Preference Act.

SECTION 28.3 – FINAL PAY AND TERMINATION DATES

Upon receiving notice that an employee is terminating his/her employment for any reason, Dakota 911 shall compute all pay due to the employee. This computation shall include overtime due for non-exempt employees, unused earned PTO, Comp and Holiday, as well as severance pay if applicable. This check shall be subject to the deductions for pension, tax, etc., as required by State and Federal statute.

SECTION TWENTY NINE - FACILITY

SECTION 29.1 – USE OF EXERCISE FACILITY

Dakota 911 has an on-site exercise facility that is open 24/7/365 to Dakota 911 employees only. As an added benefit of Dakota 911's wellness program, employees are invited to use the exercise facility twice a work-week while on-duty. Procedures employees must satisfy to use the facility:

1. Read, sign and return a Waiver of Liability and Release Form.
2. Receive equipment instruction from a supervisor.
3. Each visit to the exercise facility must be documented in the registration book also located in the exercise facility.
4. All equipment must be wiped down with the cleaning and paper products provided in the facility.

On-Duty Use of Exercise Facility: Use of the exercise facility while on-duty is limited to twice on one work week. Each visit to the exercise facility must be limited to 45 minutes (starting with departure from work station and ending upon return to work station)*. All requests for on-duty work out time are subject to denial or recall by supervisory staff.

The Executive Director, or designee, has sole discretion over what pieces of equipment are allowed for use in the exercise facility.

At no time is food allowed in the exercise facility.

* Upon activation of the emergency schedule, those working the schedule are eligible to use the exercise facility one time per 12-hour shift, up to 30 minutes, subject to denial or recall by supervisory staff.

SECTION 29.2 – USE OF DAKOTA 911 TRAINING ROOM

The Dakota 911 Training Room is equipped to seat up to forty (40) people. The primary function of the Training Room is to provide adequate spacing for Dakota 911 trainings and meetings, tours and citizen academies and meetings that include members of Dakota 911 staff and/or Dakota County Radio Services personnel. The secondary function of the Training Room is to act as a Dakota County EOC. The third function of the Training Room is to act as a centrally-located meeting location for Dakota 911 consortium member law and fire/EMS agencies.

Restricted Use of Dakota 911 Training Room: The Dakota 911 Training Room may not be used for:

1. Use of Force Training
2. Meetings involving Alcohol Consumption
3. K-9 Training
 - K-9 Handler meetings and classroom sessions are allowed
 - K-9 Officers are always welcome for visits
4. Other gatherings not conducive with the Dakota 911 environment

Facility Reservation: Training Room reservations can be made by contacting Dakota 911 Administration at 651/322-8660 or contact@dakot911mn.gov and providing the following information:

1. Date room is needed.
2. Hours room is needed.

3. Number of invited guests.
4. Special Accommodations.
5. Contact name, number & email address.

Administration will confirm the reservation via email and provide Conditions of Use, which address facility access, food and beverages, supplies, and tobacco.