



AGENDA OF THE PERSONNEL COMMITTEE

TUESDAY, APRIL 24, 2018, 4:30 PM

CITY HALL, ROOM 207

Immediately following Finance, which begins at 4:30 p.m.

A. Roll Call.

- I. Election of Chair and Vice Chair.

B. Approval of the Agenda.

C. Approval of Minutes.

- I. Approval of the minutes from the March 27, 2018 meeting.

D. New Business.

- I. Consideration with possible action on request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Engineering Aide I - Public Works
 - b. Truck Driver/Sanitation - Public Works
 - c. Parking Maintenance Technician - Public Works
 - d. Park Maintenance Worker - Parks, Recreation & Forestry
2. Consideration with possible action on request to approve Assessor's Office reorganization as follows:
 - a. Reclassify the Appraiser I position at Pay Grade G, \$21.24 - \$28.74/hour to an Appraiser II position at Pay Grade H, \$23.30 - \$31.52/hour at a projected annual cost of \$5,998. Recommend approval to fill this position and all subsequent vacancies.
 - b. Request to retile the Appraiser III position at Pay Grade K, \$29.45 - \$39.85/hour to an Appraiser II/III.
 - c. Request to create an additional Appraiser II position at Pay Grade H, \$23.30 - \$31.52/hour at a projected annual cost of \$85,097 effective January 1, 2019.
 - d. Adopt reevaluation policy presented by the City Assessor.

3. Consideration with possible action on request for out of state travel for Commander Ebel and Lt. Cain to attend the NFL Security Conference in Carlsbad, California, May 16 - 18, 2018 at no cost to the City for transportation, room or board.
4. Consideration with possible action to approve the Memorandum of Understandings with the Green Bay Professional Police Association to add a Police Sergeant Classification and amend Residency.

The Committee may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

5. Consideration with possible action to adopt the revised Police Department table of organization.
6. Consideration with possible action to modify Personnel Policy, Chapter 29, HIPAA Privacy Policy.
7. Consideration with possible action on request by Ald. Dorff to determine if there is a need for two meetings per month during the summer for the purpose of setting summer hours for the staff as well as setting the summer meetings for June, July, August and September for City Council.
8. Consideration with possible action on request by Ald. Dorff to determine the feasibility of setting a new starting time for City Council and to adjust the staff hours accordingly.

E. Informational.

1. Recruitment initiated for Neighborhood Compliance Inspector Limited Term position approved as part of the 2018 budget.
2. Report of Routine Personnel Actions for regular employees.
3. Next Meeting Date: May 8, 2018.

F. Public Hearings.

G. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Personnel Committee will attend this committee meeting and will constitute a meeting of the Personnel Committee for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 24, 2018

PREPARED BY

AGENDA ITEM # C.I.

Approval of the minutes from the March 27, 2018 meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 24, 2018

PREPARED BY

AGENDA ITEM # D.I.

Consideration with possible action on request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.

- a. Engineering Aide I - Public Works
- b. Truck Driver/Sanitation - Public Works
- c. Parking Maintenance Technician - Public Works
- d. Park Maintenance Worker - Parks, Recreation & Forestry

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 04.24.18
2. Engineering Aide - Becker 3.29.18
3. Truck Driver (Sanitation)-T. VandenPlas 4.27.18
4. Parking Maintenance Technician - B. Charney 4.26.18
5. PMW 4.15.18 - D. Kaminski

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Peggy Barden
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: April 20, 2018

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2018 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Engineering Aide I – Replacement position due to the resignation of Cody Becker effective April 13, 2018. Salary range: \$17.65 - \$22.58/hour.
- Truck Driver/Sanitation – Replacement position due to the resignation of Terry Vanden Plas effective April 27, 2018. Salary range: \$19.19 - \$22.58/hour.
- Parking Maintenance Technician – Replacement position due to the resignation of Beau Charney effective April 26, 2018. Salary range: \$19.19 - \$22.58/hour.
- Park Maintenance Worker – Replacement position due to the resignation of Daniel Kaminski effective April 15, 2018. Salary range: \$19.19 - \$22.58/hour.

**Position Fill Request
Justification Report
March 29, 2018**

Position Title: ENGINEERING AIDE

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position will be vacant as a result of the resignation of Cody Becker on March 20, 2018. Mr. Becker's last day of employment with the City will be April 13, 2018.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, this position is funded through two (2) different funding sources: Sanitary Sewer District budget and Storm Water Utility budget. Salary range: \$17.65 - \$22.58/hour.

- 3. Please list the functions and any special information regarding this position.**

Inspects routine public works construction projects for compliance with the plans and specifications for the project.

Performs sanitary sewer and storm sewer CCTV review, makes preliminary determination as to defects and possible repairs necessary.

Performs CAD and manual drafting assignments and other office work as directed.

Performs basic GIS data entry.

Prepares necessary reports and maintains records related to inspection of public works construction projects and the storm water facility maintenance program.

Performs concrete field testing and coordinates and schedules testing of materials with material testing consultant. Assists Storm Water Technician with collection and field measurement of storm water outfall samples.

Operates surveying, concrete testing, and other equipment as necessary.

Assists Engineering Technicians on engineering surveys by serving as an instrument person, and rod person, and by performing other manual tasks such as driving stakes, clearing brush from survey lines, and searching for survey monuments as directed.

Assists with the development and implementation of various education programs, including those related to storm water information and education programs.

Works with other City Departments to coordinate and assist with various Public Works projects/programs

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

The position does not generate revenue.

- 5. Please explain why current staff is unable to absorb duties of this position.**

One (1) Engineering Aide was eliminated from the staff in 1997 as well as a related Engineering Technician position in 2007. Although engineering operations have been improved by technology, the size of the City continues to grow and the new storm water permit along with the EPA Consent order has imposed additional duties that will be shared by the Engineering Utility Division Staff.

- 6. If duties of position are presently being done, how are they done?**

The duties of this position are presently being completed by the current employee. The position is expected to be vacant as a result of the resignation April 13, 2018 at which time remaining staff will attempt to continue doing the primary duties and tasks in as efficient manner as possible.

- 7. What service would be reduced or eliminated if this position is not filled?**

If the position would be eliminated sanitary sewer and storm sewer CCTV review would be hampered in that other already busy staff would need to absorb those additional tasks. Additionally, aiding with CADD and GIS would also be impacted.

- 8. What are the alternative methods and costs of accomplishing the work?**

Consultants are used to supplement staff for specialized projects. However, it is more cost effective, and better continuity is maintained, with a City employee that knows and understands DPW Engineering policies and procedures.

- 9. Are there union issues?**

None.

- 10. Other supporting comments.**

**Position Fill Request
Justification Report
April 3, 2018**

Position Title: Truck Driver – DPW Operations Division/Sanitation Section

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position is vacant as a result of Terry VandenPlas resigning from the Truck Driver position effective at the end of the work day on April 27, 2018.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, this position is currently funded in the DPW operating budget. The current salary for a DPW Truck Driver is \$19.19 - \$22.58/hour.

- 3. Please list the functions and any special information regarding this position.**

Sanitation Section Truck Drivers perform duties including, but not limited to, driving trash, recycling, and brush route collection trucks, operating various pieces of equipment, plowing snow, daily equipment maintenance, and other assignments necessary for DPW to perform its core functions

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

This position does not generate revenue for the City, but the use of in-house labor and equipment reduces the need to contract services that are currently provided by DPW employees.

- 5. Please explain why current staff is unable to absorb duties of this position.**

Loss of a Sanitation Section Truck Driver represents a reduction in DPW's ability to provide its core services in a timely manner, including trash and recycling collection, brush collection, snow plowing, curbside yard and garden waste collection, etc.

- 6. If duties of position are presently being done, how are they done?**

Duties associated with any vacant DPW position are assigned to Operations Division employees. When there is a lack of personnel to perform core DPW functions, assignments are prioritized. Uncompleted assignments end up being postponed or not completed.

7. What service would be reduced or eliminated if this position is not filled?

DPW cannot reduce or eliminate its core services. A reduction in DPW staff will result in a lower level of service to residents, and will increase the amount of time required to complete those services.

8. What are the alternative methods and costs of accomplishing the work?

Reducing the level of services provided to City residents, working overtime to maintain the expected level of service, or outsourcing of services.

9. Are there union issues?

No.

10. Other supporting comments.

None.

**Position Fill Request
Justification Report
April 13, 2018**

Position Title: Parking Maintenance Technician – Parking Division

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

This is a replacement position, resulting from the resignation of Beau Charney at the end of his regular work shift on Thursday, April 26, 2018.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, this position is funded in the Parking Division operating budget. The current wage range is \$19.19 to \$22.58 per hour (\$39,915 to \$46,966 per year).

- 3. Please list the functions and any special information regarding this position.**

The PMT position is scheduled four days per week, and works from 8:00 p.m. until 6:30 a.m. The PMT schedule covers seven (7) days per week, on an eight (8) week rotation. Each PMT gets three (3) days off per week, but not always in a row. The PMT schedule rotation includes two (2) weekends in a row scheduled to work, followed by two (2) weekends in a row scheduled off.

Parking facility maintenance must be completed when facilities are empty. The PMT position is responsible for completing the following tasks:

- Plowing/salting surface parking lots
- Plowing/spreading/snow removal interior and ramp roofs
- Sweeping
- Pressure washing parking decks and other surfaces
- Re-lamping light fixtures
- Other maintenance in parking areas as assigned

The Parking Maintenance Technician position is responsible for enforcing parking violations on-street, in parking facilities, and on private property as prescribed during nighttime hours. This position also oversees contracted security activity on weekends, particularly in the Cherry Street Ramp and the River Ramp.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

This position generates revenue from parking citations. PMT's generate over \$300,000 of parking citation revenue per year from the City's overnight parking enforcement program.

5. Please explain why current staff is unable to absorb duties of this position.

There are 4 full-time PMT's in the Parking Division Table of Organization. If one or more of them is out, then:

- 1) PMT shifts must be modified for proper coverage, typically requiring overtime.
- 2) The new PARCS program requires Parking Division to staff itself 24/7/365. Employee vacancies cannot occur.
- 3) Lower PMT staffing means lower revenue. Parking Division is self-revenue-generating, so it must maintain its revenue stream in order to remain financially solvent.

6. If duties of position are presently being done, how are they done?

The Parking Division continues to do its best to cover all responsibilities. However, lower staffing levels require certain duties to be prioritized and/or not completed.

7. What service would be reduced or eliminated if this position is not filled?

Failing to fill this position will result in lost revenue from parking citations, reduced maintenance in the ramps, and lower levels of parking system security.

8. What are the alternative methods and costs of accomplishing the work?

Force daytime Parking Division maintenance staff to work night hours. However, doing so only creates shortfalls in daytime work tasks.

9. Are there union issues?

No.

10. Other supporting comments.

None.

**Position Fill Request
Justification Report
April 10, 2018**

Position Title: **Park Maintenance Worker**

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position is vacant as a result of the resignation of Dan Kaminski effective April 15, 2018.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, the wage range is \$19.19 – \$22.58 per hour.

- 3. Please list the functions and any special information regarding this position.**

The Park Maintenance Worker is a generalist responsible for maintaining all facets of year-round park operations. Parks and their related facilities are used daily from sun-up to 10:30 p.m. throughout the year; therefore we need to ensure they are clean, safe, and functional at all times for our customers.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

No.

- 5. Please explain why current staff is unable to absorb duties of this position.**

Over the years, we have added more parkland and facilities, but have not added additional staff. In addition, we are now maintaining a four-diamond Little League complex, a six-field soccer complex, more trails, more parklands, and the City Deck.

- 6. If duties of position are presently being done, how are they done?**

Most of the duties are not being done. As we have lost people and as we lose them, we prioritize and reprioritize our daily work. Many of the services that we provide to the public are being performed less frequently.

- 7. What service would be reduced or eliminated if this position is not filled?**

The overall service would be reduced. We have tried to lessen the obvious impact by reprioritization.

8. What are the alternative methods and costs of accomplishing the work?

Contracting for various maintenance services would need to be explored. Costs would be dependent on the service contracted. The Park Maintenance Worker performs a wide range of services during a calendar year, therefore making it difficult to replace a single position by contracting.

9. Are there union issues?

No.

10. Other supporting comments.

Since 2001, the Parks Division has been responsible for maintaining the following added facilities: SK8 Park; Leicht Memorial Festival Park; Resch Aquatic Center; four new buildings; nine splash pads; more parkland at Farlin Park, Beach Lane, Navarino Park, V.T. Pride Park, Eastman Park; several parcels along the Baird Creek Greenway; 16 acres of turf at Bay Beach Park; a new boarded hockey rink; a four ball diamond softball complex; a six-field soccer complex; the City Deck; the Zippin Pippin, Sea Dragon, Bay Beast, Rockin' Tug, and Falling Star amusement rides; as well as several miles of trails. We have taken on the above additions (plus more) while seeing a reduction in staff of 6 Park Maintenance Workers and 12 fewer seasonal positions since 2006. With future maintenance responsibilities sure to come, we will fall further behind in our efforts to provide the most basic of services.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 24, 2018

PREPARED BY

AGENDA ITEM # D.2.

Consideration with possible action on request to approve Assessor's Office reorganization as follows:

- a. Reclassify the Appraiser I position at Pay Grade G, \$21.24 - \$28.74/hour to an Appraiser II position at Pay Grade H, \$23.30 - \$31.52/hour at a projected annual cost of \$5,998. Recommend approval to fill this position and all subsequent vacancies.
- b. Request to retitle the Appraiser III position at Pay Grade K, \$29.45 - \$39.85/hour to an Appraiser II/III.
- c. Request to create an additional Appraiser II position at Pay Grade H, \$23.30 - \$31.52/hour at a projected annual cost of \$85,097 effective January 1, 2019.
- d. Adopt reevaluation policy presented by the City Assessor.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Assessor's Reorganization Request - 03-2018 (1)
2. Assessor's Office Org Chart - Proposed Structure
3. Assessor's Office Survey - 03.2018(2)
4. Assessor's Revaluation Plan 04-2018

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joseph Faulds, Human Resources Director

From: Melanie Falk, PHR
Human Resources Operations Manager

Re: Request to Approve the Assessor's Office Reorganization and Request to Fill Positions

Date: April 17, 2018

RECOMMENDATION

- I. The Administrative Services Department, Assessor's Office Division requests the following:
 - A. Request to reclassify the Appraiser I position at \$21.24 – \$28.74 per hour (Pay Grade G) to an Appraiser II position at \$23.30 – \$31.52 per hour (Pay Grade H) at a projected annual cost of \$5,998.
 - B. Recommend approval to fill this position and all subsequent vacancies resulting from internal transfers.
 - C. Request to retitle the Appraiser III at \$29.45-\$39.85 per hour (Pay Grade K) to an Appraiser II/III (position/salary based upon skill level). It is recommended that this position be established as a flexibly staffed position. Advancement from a level II to a level III will be based upon acquisition of required proficiencies and level of assignment.
 - D. Request to create an additional Appraiser II position at \$23.30 - \$31.52 per hour (Pay Grade H) at a projected annual cost of \$85,097 effective January 1, 2019.

BACKGROUND

- II. On November 14, 2017 Alderman Joe Moore submitted a communication to the Finance Committee requesting that the City Assessor present an assessment policy with respect to the City's revaluation process. On December 12, 2017, the Finance Committee recommended that the Human Resources Department work with the Assessor's Office to establish staffing needs and that the Assessor present a revaluation policy to the Personnel Committee. As a result, the current structure of the Assessor's Office was reviewed to determine whether the staffing levels and structure were sufficient to implement the Assessor's plan for conducting revaluations. Based upon this review, it has been determined that the department staffing levels are not appropriate, and that it would be advantageous to make a few structure changes. The following outlines this analysis.

Currently, the Assessor's Office is comprised of the following positions:

- (1) City Assessor
- (1) Appraiser III
- (2) Appraiser II
- (1) Appraiser I
- (2) Contracted Staff

The primary function of the Appraiser I position is to conduct residential appraisals and perform clerical work for the office. The function of the Appraiser II is to conduct residential, apartment and commercial property appraisals. The Appraiser III performs complex commercial assessments; assists the City Assessor with large development projects; provides technical advice and training to staff and supervises staff in the Assessor's absence. Contracted staff assists the office during the year filling in where needed at the residential or commercial level and assists with DOR reports.

Reclassification of Appraiser I: For more than three months, the Assessor's Office recruited for an Appraiser III, but the recruitment did not yield any qualified applicants for the position. However, there were a number of candidates that applied with qualifications that were a match for the Appraiser II position. This included an internal candidate holding the position of Appraiser I. As a result, the Appraiser I was promoted to an Appraiser II and this has resulted in the Appraiser I vacancy. Our request is to reclassify the vacant Appraiser I position to an Appraiser II.

City Assessor Russ Schwandt has stated that this reclassification will benefit the department and create efficiencies by providing a more efficient workflow because all of the Appraisers will be able to conduct both residential and commercial assessments. In addition, the Appraiser II's will be assigned a corridor or quadrant of the City and will be responsible for all residential, apartments, mobile homes and routine commercial assessments for that quadrant. This will allow the Appraisers to gain an understanding of their assigned quadrant, provide them with specialized knowledge of their assigned areas to accurately set values and the ability to notice property changes more readily as they will be familiar with their area. Lastly, this structure will provide adequate coverage during vacations and non-scheduled absences. The clerical tasks previously performed by the Appraiser I will be shared by all of the staff members.

Appraiser II/III: With respect to the Appraiser III position, it is the intent of the City Assessor to either promote an Appraiser II to the Appraiser III position upon acquisition of the required proficiencies including the more complex commercial appraisals, or have the flexibility to hire at the Appraiser III level should a candidate be qualified for the position. As a result, it is recommended that the Appraiser III position be retitled to Appraiser II/III, which will provide a progression for an Appraiser II or flexibility when recruiting. It is recommended that this position be established as a flexibly staffed position, similar to the Civil Engineer I and II in Public Works and the Human Resources Generalist I and II. For purposes of clarification, there will be only (1) Appraiser III in the department should an individual be qualified through the hiring process or through promotion. Until such time that the Appraiser III vacancy is filled, the complex commercial appraisal work will be performed by the City Assessor with the assistance of the contracted staff.

Because we experienced a lack of qualified Appraiser III candidates with the most recent recruitment, we conducted a salary survey of several cities with a similar position. As a result of that review we discovered that only a few of those cities have an equivalent Appraiser III position, but of those that do, the data illustrates that the salary assigned to the City of Green Bay Appraiser III is appropriate as noted below:

APPRAISER III				
Municipality	Job Title	Minimum	Maximum	Progression through Range
Appleton	Property Assessor III	\$25.68	\$38.52	Performance-based
LaCrosse	Lead Appraiser	\$27.45	\$36.00	Performance-based
Waukesha	Senior Appraiser	\$26.57	\$35.86	Step and Merit-based
Wausau	Sr. Prop. Appraiser	\$21.23	\$31.85	Performance-based
Green Bay	Appraiser III	\$29.45	\$39.85	Performance-based

Request for Additional Appraiser II:

As part of this staffing review, Human Resources conducted a survey of several municipalities to determine staffing structure, size of department; salaries, number of parcels and the frequency of revaluations (see attached survey results).

The results of the survey illustrate that municipalities with less number of parcels have the same number of personnel as the City of Green Bay Assessor's office. In addition, these offices are conducting revaluations every 2-5 years.

Prior to a reorganization of the City of Green Bay Assessor's office in 2007, there were 9 staff members. In 2007, the staff size was reduced to 5 FTE's. Assessor Russ Schwandt has stated that since that time, the office has experienced a significant increase in reviews for sales and refinancing appraisals. Interest rates are low, which has spurred an increase in new construction and remodeling. He has stated that there is also a great deal of growth in the commercial building sector. Permit activity is approximately 50% higher than average over the last 15 years and the Assessor states that the office is dealing with more challenges to the assessments through time consuming and costly legal appeals.

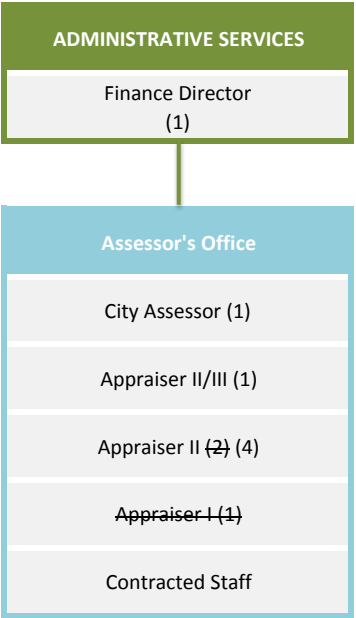
As a result of the staffing survey and the additional work that the Assessor's office has assumed over the last 10 years, adding an additional Appraiser II to the organization is justified. It is recommended that this position be added to the table of organization as part of the 2019 budget. The additional Appraiser will also assist with the Assessor's plan to complete more frequent revaluations.

FISCAL IMPACT

- III. Following is a breakdown of costs for the Appraiser I reclassification to an Appraiser II and the annual cost to add an Appraiser II to the Assessor's Office table of organization.

Category	Appraiser I Position	Appraiser II Position
Salary	Step 7 - \$51,979	Step 7 - \$57,013
FICA	\$3,976	\$4,361
Worker's Comp	\$2,396	\$2,628
WRS	\$3,483	\$3,820
Health Insurance	\$15,739	\$15,739
Dental Insurance	\$1,438	\$1,438
Life Insurance	\$88	\$98
TOTAL COMPENSATION	\$79,099	\$85,097

ADMINISTRATIVE SERVICES DEPARTMENT
ASSESSOR'S OFFICE DIVISION - PROPOSED ORGANIZATIONAL CHART



Municipality	Org Structure	Salary Ranges	Total Staff	Population	# of Parcels	Frequency of Revals	Contracted Staff
Green Bay	(1) City Assessor (1) Appraiser III (2) Appraiser II (1) Appraiser I	\$74,069 - \$100,194 \$29.45 - \$39.85 \$23.30 - \$31.52 \$21.24 - \$28.74	5	~105,139	33,442	Last conducted in 2004	Yes; 2 contracted staff members
Appleton	(1) City Assessor (1) Property Assessor III (2) Property Assessor II (1) Personal Property Assessment Technician (.625) Real Estate Assessment Technician	\$71,843 - \$107,785 \$25.68 - \$38.52 \$22.14 - \$33.22 \$20.36 - \$30.54 \$18.60 - \$27.90	5.625	~74,400	28,382	Every 5 years	No
Eau Claire	(1) City Assessor (1) Property Assessor II (2) Property Assessor I (1) Property Assessment Technician	\$76,263 - \$106,755 \$27.15 - \$38.01 \$24.63 - \$34.48 \$18.37 - \$25.73	5	~68,339	22,506	Every 3-5 years, depending upon inflation and market; conducting a reval in 2018	No
Kenosha	(1) City Assessor (3) Appraiser II (1) Assessment Aide	\$88,956 - \$114,372 \$27.46 - \$35.30 \$18.68 - \$24.02	5	~99,631	31,296	Every even number year	No
La Crosse	(1) Lead Appraiser (2)Property Appraisal Specialist (2) Property Appraiser (1) Assessment Technician	\$27.45 - \$36.00 \$25.65 - \$33.65 \$22.40 - \$29.39 \$18.29 - \$23.99	6	~52,440	15,932	Annually; +/- 20% of all parcels are physically inspected	Occasionally on court cases for mall anchors and big boxes
Waukesha	(1) City Assessor (1) Senior Appraiser (2) Appraiser (1) Cartographer	\$80,808 - \$109,091 \$26.57 - \$35.86 \$22.99 - \$31.03 \$20.63 - \$27.84	5	~71,363	22,484	Every other yr/Mkt update	No
Wausau	(1) City Assessor (1) Senior Property Appraiser (3) Property Appraiser (1) Administrative Assistant	\$63,482 - \$95,222 \$21.23 - \$31.85 \$19.75 - \$29.62 \$13.74 - \$20.61	6	~41,303	17,478	Every 5 years	No

April 4, 2018

MEMO

TO: Diana Ellenbecker, Finance Director

FROM: Russ Schwandt, City Assessor

RE: Timing of the next revaluation with staffing issues addressed.

My recommendation is to hire at the Appraiser II level for the Appraiser III position and upgrade the Appraiser I to an Appraiser II. I would also like to add an Appraiser II towards the goal of being able to revalue the City every 5 years as the Council has requested. My goal is to have each Appraiser II trained to be able to be responsible for assessing all but the most complex commercial properties in their assigned areas. That way each appraiser will get to know their neighborhoods from top to bottom.

The staff I have hired, and will be hiring in the near future is, and will be, lacking in revaluation experience and training. I think it would be in the best interests of the City to delay a revaluation for several years in order to get my people the necessary training and education needed to start a thorough and successful revaluation. We are currently in compliance and have been for the past 10 years, so there is no legal requirement to begin a revaluation. We have a cushion of 5-10 years before a revaluation becomes a necessity.

Once staff is trained adequately, the actual revaluation process will take approximately 4 years to complete, due mainly to the size and complexity of the City and the size and relative inexperience of the staff. The last revaluation took a total of 5 years to complete utilizing a larger staff. The City had also hired CLT and their staff of 6 commercial appraisers to value all the commercial property. This time I would use internal staff along with the help of 3 appraisers from Forward Appraisal to complete the revaluation.

It is my hope and desire that at least one of the staff Appraiser II's show the initiative and aptitude during the revaluation process to take the next step up to become the Appraiser III for the City. With an Appraiser III on staff we would be able to reduce our contractual help back to 2017 budget levels.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 24, 2018

PREPARED BY

AGENDA ITEM # D.3.

Consideration with possible action on request for out of state travel for Commander Ebel and Lt. Cain to attend the NFL Security Conference in Carlsbad, California, May 16 - 18, 2018 at no cost to the City for transportation, room or board.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Out of State Travel Request - Ebel Cain

OUT OF STATE TRAVEL REQUEST

Date Request Submitted	March 29, 2018
Requesting Department	Police
Employee(s) Requesting Travel	Paul Ebel, Commander Operations, Matt Cain LT Operations
Date(s) of Travel	May 16 - 18, 2018
Location of Out of State Travel	Carlsbad, CA
Purpose of Travel – Name of Conference or Training	NFL Security Conference
Costs Transportation Room and Board Conference and/or Training Fee Total Cost	All costs covered by NFL/Packers \$0.00
Will Employee Incur Overtime or Comp Time	NO
Funding	NFL/Packers funded
Additional Information	Training conference attended by senior law enforcement officials from each NFL stadium along with NFL security officials.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 24, 2018

PREPARED BY

AGENDA ITEM # D.4.

Consideration with possible action to approve the Memorandum of Understandings with the Green Bay Professional Police Association to add a Police Sergeant Classification and amend Residency.

The Committee may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. TA - Sergeants and Residency 04.24.18
2. SGT MOU (Modified 04-16-18) (final)
3. CITY PROPOSED 35.1 Residency Changes - 2-19-18

TENTATIVE AGREEMENT

April 24, 2018

Between

City of Green Bay (City)

And

Green Bay Professional Police Association (GBPPA)

Memorandum of Understanding (MOU)

Add Police Sergeant Classification and Modify Residency

The City and the GBPPA have reached a tentative agreement to add the classification of Police Sergeant to the Police Department. Police Sergeants will be represented by the GBPPA and will be covered under the terms of the collective bargaining agreement except as modified by the MOU. The terms of the MOU will be incorporated into the next collective bargaining agreement.

In addition, the City and the GBPPA have reached a tentative agreement to modify the residency requirement for police officers.

It is recommended the Personnel Committee approve the MOUs that have been ratified by the GBPPA.

Following is a summary of the terms of the agreement:

- The number of Police Sergeants will be at the discretion of the Chief. Sergeant positions will be filled based on attrition from Captains and the Lieutenant's Unit. However, not all Lieutenant positions will be converted to Sergeants.
- Sergeant positions will be represented by the GBPPA.
- Must have six years of experience as a Green Bay Police Officer prior to testing for a Sergeant, and must have 7 years of experience as a Green Bay Police Officer upon accepting appointment of a Sergeant. The selection process will be in accordance with 7.2.3.a-i(D) of the agreement.
- The rate of pay for Sergeants in 2018 will be \$1.25 per hour higher than the Police Officer Specialist II rate of pay. The addition of the Police Sergeant classification will eventually present a small cost savings to the City because Police Sergeants will replace higher paid Police Captain and Police Lieutenant positions.
- Sergeant positions will count toward minimum staffing.
- Sergeants will perform supervisory duties, including conducting performance appraisals, participating in the selection process, and recommending initial stages of disciplinary action, if appropriate.
- Provisions of Article 40, Unit Duties of the collective bargaining agreement do not apply to the Sergeant classification.
- Sergeants are eligible for overtime. Sergeants will pick vacation and call-in amongst themselves.
- Article 35, Residency is modified to require officers assigned to the K-9, SWAT, and immediate need safety staffing reside within 20 miles of the jurisdictional border. Response time compensation for all officers living outside of the 20-mile jurisdictional border shall not exceed ½ hour.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GREEN BAY PROFESSIONAL POLICE ASSOCIATION
AND
CITY OF GREEN BAY
February 27, 2018
POLICE PATROL SERGEANTS**

The City and the Bargaining Unit agree to the following terms regarding the establishment of and the transition to Police Patrol Sergeants in the Green Bay Police Department. The terms of the MOU, as well as the attached provisions, will be incorporated into any successor to the 2016-2019 Labor Agreement.

The Agreement does not include Sergeants in the Detective Division. Prior to adding a Detective Sergeant classification or any other Sergeant classification, the City will meet and negotiate with the GBPPA regarding the implementation of Sergeants in the Detective Division or any other Sergeant classification.

1. Eligible employees must have 6 years of experience as a Green Bay Police Officer prior to testing, and must have 7 years as a Green Bay Police Officer at upon accepting appointment as a Patrol Sergeant. The selection process will be in accordance with 7.2.3.a-i (D). The list will be good for one year.
2. Patrol Sergeant positions will count as patrol officers for purposes of safety staffing under Article 5.7.2. For the purpose of this agreement, the position of "Patrol Sergeant" will only be part of the Patrol Division.
3. Sergeant positions will be represented by the GBPPA.
4. The provisions of Article 40, Unit Duties, do not apply to the Sergeant classification. In addition to all duties of a patrol officer, Sergeants will perform certain supervisory duties including but not limited to conducting performance appraisals, participating in the selection process, and recommending initial stages of disciplinary action and other duties as assigned.
5. Patrol Sergeants have the same eligibility for Temporary Assignments, Special Projects, and Specialty Teams as Police Officers. If a Patrol Sergeant is selected for the following specialty team or assignment: SWAT, Dive, Marine Unit, Community Crisis Intervention Team, Critical Incident Stress Management Team, Gang Identification Task Force, Honor Guard Unit, Traffic Crash Reconstruction Team, or Mounted Patrol Unit, the Patrol Sergeant will maintain the rank of sergeant but will not be acting as a supervisor for that team unless otherwise assigned as a team leader in accordance with the policy for that specialty team. A Patrol Sergeant will lose his or her rank of Sergeant when selected for the following specialty teams and assignments: School Resource Officer, Canine Unit, Community Policing Unit, Mental Health Officer, Professional Standards Division, Range Master, Drug Task Force, Traffic Officers, or Detectives. Patrol Sergeants are not eligible for the FTO Program, but may be selected for a Field Training

Supervisor (FTS) position. A Patrol Sergeant may be eligible for the Police Motorcycle Unit, but may not operate a motorcycle when acting as a supervisor. Patrol Sergeants are eligible for the Training Unit, but will not be considered supervisors for the purpose of training.

6. A seniority roster for Patrol Sergeants shall be maintained and a Patrol Sergeant will pick vacation time amongst other Patrol Sergeants on the Patrol Sergeant's shift.
7. A seniority roster for the rank of Sergeant shall be maintained for purposes of movement among shifts. Seniority for such purpose shall be based upon time in grade (i.e., seniority within the rank of Sergeant), as opposed to bargaining unit seniority. Whenever an assignment to a new shift becomes available, the opportunity to fill that assignment shall first be offered to the most senior Sergeant on such posting and, if he/she declines the assignment, then to the next most senior Sergeant, and so on.
8. If call-in for road supervision is necessary, call-in will be on a rotating basis with the patrol lieutenants called in first, then Sergeants, and then Administrative Lieutenants. If no one accepts the road supervision call-in, the patrol lieutenants will be inversed for the call in, then Sergeants and then Administrative Lieutenants.
9. Unless otherwise specifically addressed, seniority for Sergeants will be their "bargaining unit" seniority. When referred to specifically "Sergeant Seniority" will be time in grade. If a Sergeant returns to a police officer position, seniority will be the bargaining unit date. If a Sergeant accepts a position in a specialty team or assignment where the Sergeant loses his or her rank or any other position at a higher rank (i.e. Lieutenant, Captain, or Commander), the time in that position will not be included in Sergeant Seniority if the individual returns to the Sergeant position at a later date.
10. Sergeants will be eligible for overtime in accordance with the GBPPA Agreement.
 - a. *Patrol Sergeants will be added to 6.3.2 (b) Overtime language of contract. For example Officer or Patrol Sergeant.*
11. Schedule A of the GBPPA Agreement will be modified to include the following:

Classification		July 1, 2016	July 1, 2017	Jan. 1, 2018	Jan. 1, 2019
Sergeant	<i>Hourly</i>	\$37.92	\$38.65	\$39.50	\$40.36
	<i>Bi-Weekly</i>	\$2,865.15	\$2,920.30	\$2,984.53	\$3,049.51

- D) Per Schedule A of Wage Schedule part B Temporary Assignment Pay, Sergeants will receive step 1 of Lieutenant rate of pay when the Sergeants working a minimum of 45 minutes in a capacity of a higher rank will receive one (1) hour of step 1 Lieutenant pay, time for time after one hour and anything less than 45 minutes would not receive Lieutenant pay.
- E) Advancement to the Sergeant classification is not automatic and will occur in accordance with the selection process under 7.2.3.a-i (D) of this Agreement.

12. For purposes of the collective bargaining agreement, the following terms will have the meaning ascribed to them:

- The term “Command Officers” means Police Chief, Commander, Captain and Lieutenant.
- The term “Supervisor” means Police Chief, Commander, Captain, Lieutenant and Sergeant.
- The term “Specialty Unit Supervisor” means the sworn officer designated to be the Specialty Unit Supervisor for specialty teams and assignments.

Modifications to the contract language reflecting these changes will be incorporated into the contract.

INFORMATIONAL ONLY – NOT INCLUDED AS PART OF MOU

The number of Sergeant positions is at the discretion of the Chief of Police. It is intended that Sergeant positions will typically be filled based on attrition from the Lieutenant’s unit. However, not all Lieutenant positions will be converted to Sergeant positions.

Dated: _____

For City of Green Bay

For Green Bay Professional Police Association

Andrew J. Smith, Police Chief

Craig P. Pakkala, GBPPA President

Joseph W. Faulds, HR Director

Jon Cermele, GBPPA Legal Counsel

The parties agree the following provisions of the 2016-2019 Labor Agreement shall be modified as identified:

ARTICLE 4 HOURS

- 4.1 NON-SHIFT EMPLOYEES. The work schedule for non-shift employees shall be equalized with that of the shift employees subject to approval of the Command Officer. Approval shall not be unreasonably withheld. The workday for non-shift employees shall be a maximum of eight and one-half hours.
- 4.2.2 The normal tour of duty shall be 8½-hours including roll call time. However, officers may return to the station after 8¼-hours in order to submit all usual and required written reports and information and to ascertain that they have been properly and correctly submitted before leaving the premises. In no event shall the completion of a required report become a matter involving overtime except with approval or at direction of the Command Officer.
- 4.3.3 Within 30-days but not less than 24-hours prior to the start of the time off requested, such selection shall be on a first come, first served basis regardless of seniority up to the number of officers allowed off under the Labor Agreement regardless of staffing requirements. The shift commander or other designated Command Officer may, in their sole discretion, allow more officers off than the number of officers allowed off under the Labor Agreement regardless of staffing requirements in accordance with the above procedures for identifying the officers. In no event may an officer select time off without 24-hours notice prior to the start of the time off requested, to the shift commander or other designated Command Officer, but a shift commander or other designated Command Officer may, in their sole discretion, waive the 24-hour notice for reasons found sufficient. For purposes of this provision, officer means an 8½-hour shift.
- 4.4 FLEX TIME. Officers shall not be allowed to flex their hours in a workday except as explicitly provided for in the Agreement or specifically agreed to in writing between the City and the Association from time to time. Officers who work an administrative schedule (5-2, 4-3) may work on their flex day with Command Officer approval during their last five years of work before their declared retirement date.
- 5.2.2 The request shall be in writing and approved by the shift commander or Command Officer of both the requester and substitute, which said approval shall not be unreasonably withheld.
- 5.7.2 Staffing Requirements. In order to serve the above general policy, the following minimum officer safety staffing shall be maintained at all times, subject only to the provisions of 5.7.2.c below. Patrol sergeant positions will count as patrol officers for purposes of safety staffing.
- a. Safety staffing between the hours of 6:15a and 10:30a will be 11-officers, two of which may be Command Officers. Safety staffing between the hours of 10:30a and 7:00p will be 13-officers, two of which may be Command Officer. From 7:00p until 3:30a this minimum shall increase to 16-patrol officers, however may be reduced to 14-patrol officers because of absences due to officers going home during shift due

to illness. From 3:30a until 6:30a minimum staffing may be reduced to 10-patrol officers on duty.

b. The following provisions shall apply to the counting of patrol officers for minimum staffing requirements:

- i. The City may count up to 2-road Command Officers toward the staffing requirement. If 2-road Command Officers are not available, the Chief of Police or designee shall replace any such unavailable Command Officer with a sergeant or patrol officer, unless otherwise agreed by means of an MOU;

6.3.2 Qualification for Overtime. When determining qualifications, department shall abide by the following:

e. All overtime above shall begin at the station and the officers assigned shall report to the Shift Commander or briefing supervisor verifying their presence, at the end of the assignment the officer(s) must stop at the Shift Commander's office and verify they have completed their assignment. There is no change to the Packer Game Day reporting for duty and overtime procedures.

f. Command Officers shall not be qualified to work any overtime involving unit duties.

6.3.5 Overall hour limitation. Except as provided above, overtime shall not be allocated or assigned where it would result in an officer working more than 14¼-hours, in a combination of overtime, training, duty hours and/or shift trades in any 24-hour period. A new 24-hour period commences whenever there is a 7½-hour break in on duty time. An officer cannot be inversed into an assignment if it would result in the violation of this Article. The 14¼-hour limitation provided for in this paragraph shall be extended to allow for the duty of officers to extend their shifts upon the order of a Command Officer or when addressing emergencies that may occur at the end of a shift.

6.3.6 Inversed Overtime Assignment. Whenever an officer is inversed to work an overtime assignment, the officer inversed shall have the right to have another officer work the overtime on the same basis as the assigned officer, provided the replacement officer is from the pool of officers that were originally considered for the overtime assignment (in essence giving it away, the one that actually works it gets paid). In the event the City determines the need for the inversed overtime assignment has ended, the officer that is working the inversed overtime assignment may voluntarily cancel or cut short the overtime assignment with notice to the Command Officer. At the officer's choice inversed overtime assignments may be cancelled in accordance with provisions of this Article.

7.2.3 PROCESS FOR SELECTION. The selection process may consist of the following:

d. Interview process with an interview team selected by the Chief of Police or designee which will consist of at least the following: one Command Officer, one GBPPA Board member and one of the following options

- 1 GBPD member presently serving on the unit/assignment in question, or
- 1 member from an outside agency or civilian with appropriate "skill set", or
- 1 civilian on the following interview panels: School Resource Officer, Mental Health Officer, Youth Coordinator Officer, and Community Policing.

Officer must receive 70 or higher to continue in the process. The interview will have a value of 100 points and the officer's score will equate to the number of points

received by the interview committee. At the officer's request the officer may review their file prior to the interview.

- e. If a peer review is required it will be led by the Command Officer of the specialty unit and members of the specialty unit selected by the Chief of Police or designee. Officer must receive 70 or higher to continue in the process. The highest and lowest scored peer reviews shall be disregarded when calculating an officer's score. The peer review will have a value of 100 points and the officer's score will equate to the number of points received by the peer review committee.

7.3.3 The Canine Officer shall be responsible for 17-hours of maintenance training per month on a yearly average. Canine officers shall be paid at straight time pay for up to 171-hours in the 28-day cycle, if the training pushes the officer over the 171-hours they would receive 1½ pay for those hours (this provision is to address training only and is not a waiver of other contractual overtime i.e. time in excess of 8½ hours in a day). Additional training shall be available with the Special Unit supervisor approval.

7.3.15 Canine Decoys will assist canine handlers during training both on training days and while on shift and attend training as approved by the appropriate Special Unit supervisor. Canine Decoy requirements are:

- e. Canine Decoys will rotate training days based on seniority first, and then whoever is next available. If a Canine Decoy cannot make a training day they will not lose their spot on the rotation. A Canine Decoy will only be used when training plans call for a Canine Decoy(s) as approved by the appropriate Special Unit supervisor.
- h. Officers engaging in other Canine Decoy duties on their off time will be compensated at time for time payback. Special Unit Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time.

7.4.1 SWAT Team requirements include:

- e. The SWAT Team may train up to 12¾-hours per calendar month. Hours may not be carried over outside the calendar month except the SWAT Commander may grant exceptions on a case-by-case basis to facilitate special training needs. The compensation for this training shall be actual hours at time for time via payback for those on their off time. All training plans and schedules must be approved by the Special Unit supervisory personnel. SWAT Team officers may flex their workday to attend training in accordance with 7.21.

7.4.4 CRISIS NEGOTIATOR. The department shall maintain up to 6-officers trained as Crisis Negotiators. This cadre of officers shall be managed by the SWAT Command staff. Crisis Negotiator requirements include:

- d. Crisis Negotiators shall train up to 4-hours per month. The SWAT Commander may grant exceptions on a case-by-case basis to facilitate special training needs. The compensation for this training shall be actual hours at time for time via payback for those on their off time. All training plans and schedules must be approved in advance by the Special Unit supervisory personnel.

7.4.5 SWAT Decoy: SWAT Decoy requirements are:

- e. SWAT Decoys will rotate training days based on seniority first, then whoever is next available. If a SWAT Decoy cannot make a training day they will not lose their spot on the rotation. A SWAT Decoy will only be used when training plans call for a SWAT

Decoy(s) as approved by the appropriate Special Unit supervisor. SWAT Decoy officers may flex their workday to attend training in accordance with 7.21.

- f. Officers engaging in other SWAT Decoy duties on their off time will be compensated at time for time payback. Special Unit Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time.

7.5.5 Approval by the Special Unit Supervisor will be required prior to any FTO flexing their hours or performing work outside their regular duty hours.

7.6.4 Shift Schedule Deviations. With Special Unit supervisory approval CPU Officers may voluntarily deviate from the afternoon shift schedule to accommodate the neighborhood/ community needs as long as hours consistent with the 5/3 schedule are maintained.

7.6.5 Excess Hours. Hours approved by a Special Unit supervisor that are worked in excess of the scheduled workday shall be compensated in accordance with Article 6. An exception is when the approved work is performed at the initiative of and voluntarily by the officer to meet the needs of the officer's neighborhood community. These hours are compensated at straight time off in compliance with FLSA limitations. No officer may alter a work schedule for the sole purpose of qualifying for posted overtime with the exception of Packer Games.

7.6.6 Vacation. CPU Officers shall select vacation separate from the afternoon shift of the Operations Division, however may not schedule the same time period as their geographical partner without approval of the Special Unit supervisor.

7.7.1 Dive Team requirements include:

- d. Members may flex their work day or receive payback compensation for attending or conducting dive related meetings and/or training on their work day. Members attending or conducting dive related meetings, equipment maintenance and/or training on their off time shall be compensated at time for time payback. Approval by the Special Unit Supervisor shall be required prior to any member flexing their hours or performing duties on their off time.

7.7.2 Dive Support officers will be responsible for providing support for the Dive Team in the area of equipment maintenance and operation, diver line tending, general assistance to the divers, and other duties as needed. Dive Team Support Officer requirements include:

- f. Officers engaging in other Dive Support duties on their off time will be compensated at time for time payback. Special Unit Supervisory approval will be required prior to any member flexing their hours or performing duties on their off time.

7.8 MARINE UNIT: When trained, officers assigned to the unit shall be deemed qualified to receive assignment to patrol the Fox River within the City of Green Bay and operate the Dive Team Boat under the procedures for allocation of overtime assignments contained in Article 6. The Marine Unit or Dive Team is at the mercy of the weather; therefore, the assignment may be cancelled at any time prior to the scheduled starting time without relief. Once the assignment starts and, in the case of the Marine Unit if it was scheduled for 3-hours or more, there shall be a minimum of 3-hours paid. The decision to cancel a Marine Unit assignment shall be made by a Special Unit supervisor or the Shift Commander.

7.8.1 The department will create a Marine Unit, whose duty will be operation of the department watercrafts for purposes of harbor patrol and boat operation, including all

related equipment, both for general harbor patrol duties, and watercraft operation in support for the department Dive Team. Marine Unit requirements include:

- f. Marine Unit officers will train up to 3-hours per month during the months the department watercraft are in the water and available for immediate deployment. The Marine Unit Commander may grant exceptions on a case-by-case basis to facilitate special training needs. Officers will train on a rotating basis with the Dive Team as scheduled by the Dive Special Unit supervisory personnel. When not assigned to Dive Team training that month, the remaining Marine Unit officers will train separate from the Dive Team. Compensation for training will be actual hours at time for time via payback for those on their off time.
- h. Officers engaging in other non-call-in Marine Unit duties on their regular off time will be compensated at time for time payback. Special Unit Supervisory approval will be required prior to any member flexing their hours or performing duties on their off

7.9.4 Training Opportunities: Members selected to the CCIT shall receive CCIT and mental health related training. Members shall then select a CCIT specialty (two to three members per specialty), such as Post Traumatic Stress Disorder (PTSD), Schizophrenia, Alzheimer's and Elder care issues, etc. for focused training. The number of members in a specialty area and the selection of a specialty shall be made between the members of the CCIT and their Special Unit supervisor with the Special Unit supervisor having the final decision. The member shall then voluntarily attend any professional meetings and/or training within the employee's specialty. Specialized and non-specialized training opportunities and meetings shall be rotated among the members of the CCIT.

7.9.5 Compensation: Members attending CCIT related meetings and/or training shall be allowed to flex their hours in their work day. Members attending CCIT related meetings and/or training on their off day shall be compensated at time for time rate via payback. Members shall be allowed to voluntarily perform CCIT duties on their off time and shall be compensated at time for time rate via payback. Members who present or conduct training outside of their normal work hours shall be compensated at time for time via payback. Members shall be compensated for travel time and such travel time shall be included in the total sum of time beginning when members leave the GBPD and end when they return to the department. Special Unit Supervisory approval shall be required prior to any member flexing their hours or performing duties on their off time. Under no circumstances shall an officer receive contractual overtime based on their membership in the CCIT. All compensation must be in compliance with the Fair Labor Standards Act.

7.9.7 Mental Health Officer (MHO): MHO requirements are:

- f. With Special Unit supervisory approval MHOs may voluntarily deviate from their shift schedule to attend meetings, appointments, etc. as long as hours consistent with the Administrative schedule are maintained.
- h. Hours approved by a Special Unit supervisor that are worked in excess of the scheduled workday shall be compensated in accordance with Article 6. An exception is when the approved work is performed at the initiative of and voluntarily by the officer to meet the needs of the officer's assignment as MHO. These hours are compensated at straight time off in compliance with FLSA limitations. No officer may

alter a work schedule for the sole purpose of qualifying for posted overtime with the exception of Packer Games. (CPTE)

- 7.10.3 Training Opportunities: Members selected to the CISM will receive CISM related training. Members will then select a CISM specialty such as Debriefing, Defusing, Grief and Loss, Crisis Management Briefing, Critical Incident Adjustment Support or Pre-Crisis Education. The number of members in a specialty area and the selection of a specialty will be made between the members of the CISM and their Special Unit supervisor with the Special Unit supervisor having the final decision. The member will then voluntarily attend any professional meetings and/or training within the employee's specialty. Specialized and non-specialized training opportunities and meetings shall be rotated among the members of the CISM.
- 7.10.4 Compensation: Members attending CISM related meetings and/or training shall be allowed to flex their hours in their work day. Members attending CISM related meetings and/or training on their off day shall be compensated at time for time rate via payback. Members will be allowed to voluntarily perform CISM duties on their off time and will be compensated at time for time rate via payback. Members who present or conduct training outside of their normal work hours will be compensated at time for time via payback. Members will be compensated for travel time and such travel time will be included in the total sum of time beginning when members leave the GBPD and end when they return to the department. Special Unit supervisory approval will be required prior to any member flexing their hours or performing duties on their off time. Under no circumstances will an officer receive overtime based on their membership in the CISM.
- 7.13.4 Should an officer accept a position outside of the patrol division, excluding promotion to Command Officer rank, such officer shall retain the officer's status as a Traffic Crash Reconstruction Team member.
- 7.14.2 Composition of Unit. The Training Unit shall be comprised of members of the GBPD. One-half of the members of the Training Unit may come from the Command Officers of the Department. One-half of the Training Unit shall come from members of the Police Association. Note: Management reserves the right to determine the Command Officers who shall be part of the unit on an annual basis. The Rangemaster position and duties of that position shall continue to be a GBPPA bargaining unit position. The Rangemaster position shall be included as part of the Training Unit. The Professional Standards supervisory staff may assign the Range Master to other shifts or work hours on their normal workday for training purposes.
- 7.14.5 Assignment of Training. A minimum of 50% of the training assignments in any calendar year (on an hour by hour basis) shall be assigned to members of the Association. The Rangemaster shall continue to perform firearms and DAAT training and all other training of department members on firearms and DAAT shall be shared on an equal (50%/50%) basis between Command Officers and officers, including Sergeants. All training that Training Unit members attend shall be compensated under Article 29 of the Collective Bargaining Agreement with payback. All Training Unit meetings and training provided by Training Unit members who are instructing shall be compensated at time for time payback. Any time spent by a trainer in addition to 8½-hours conducting training shall be compensated at time and a half.

Unit members agree they are volunteering to change shifts as directed by the PSD. The PSD may assign instructors to other shifts or work hours for training purposes. The Department shall provide a 14-day notice for involuntary flexing of hours. The PSD may assign instructors to other shifts or work hours for in-service. Training Unit officers/Command Officers conducting any training shall be required to document the training as directed by the PSD and submit the documentation to the PSD.

- 7.15.4 Officers shall be assigned to an administrative schedule, (5-2, 4-3), primary hours 7:00 a.m. to 3:30 p.m., with flexible hours dependent on the duties required. All flexing of hours require Command Officer supervisory approval.
- 7.16.3 Training Opportunity. Members selected to the GITF will receive general gang related training. Members will then select a gang specialty (2-3 members per specialty), for focused training. The number of members in a specialty area and the selection of a specialty will be made between the members of the GITF and their Special Unit supervisor with the Special Unit supervisor having the final decision. The member will then voluntarily attend any professional meetings and/or training within their specialty. Specialized and non-specialized training opportunities and meetings shall be rotated among the members of the GITF.
- 7.16.4 Compensation. Members attending gang related meetings and/or training shall be allowed to flex their hours in their work day. Members attending gang related meetings and/or training on their off day shall be compensated at time for time rate, pay back. When mutually agreed upon and with Special Unit supervisor approval, members will be allowed to voluntarily perform GITF duties on their off time and will be compensated at time for time, pay back. Special Unit Supervisor approval will be required prior to any member flexing their hours or performing duties on their off time. Members will be compensated for travel time. Travel time will be calculated as follows: travel time will start when a member leaves the GBPD and arrives at the location of the training. After the training, travel time will resume from the training location and end when the member arrives back at the GBPD.
- 7.18.2 Officers will be assigned to an admin schedule 5-2 Monday thru Friday, 4-3 Monday thru Thursday work week. Officers on the same shift will work opposite work weeks to allow Monday thru Friday coverage. Traffic officers may be posted for pre-determined shifts and schedules based on the specific needs of the community and the department (i.e. a traffic officer on the evening shift or night shift would be assigned to a group to help address OWI concerns). Traffic Officers would be allowed to flex their hours to allow for special projects or problem areas. Flexing of shifts will need prior approval from the Special Unit supervisor.
- 7.18.3 The department may provide training for salvage inspection to the traffic officer who will be placed on a schedule that will allow for salvage inspection. While on inspection assignment, and with prior Special Unit supervisory approval, the officers hours can be flexed for the purposes of facilitating inspections that could not be done due to the requestor being unavailable during the officer's normal working hours. In the event the salvage inspection duties on any given day have been completed, the officer will resume other traffic unit duties as assigned or needed. Officers trained in salvage inspection will be allowed to continue working as a salvage inspector after completing traffic assignment. While performing scheduled salvage inspection duties, traffic officers will

not count toward staffing numbers.

7.20 MOUNTED PATROL UNIT (EQUESTRIAN) (MPU):

7.20.1 MPU requirements include:

- d. Members of the MPU shall generally train up to 8-hours per month during the months the MPU is active. The responsible Special Unit Supervisor for the MPU may grant exceptions on a case-by-case basis to facilitate special training needs. The compensation for this training shall be actual hours at time for time via payback for those on their off time. All training plans and schedules must be approved by the responsible Special Unit Supervisor for the MPU. Travel time will be in accordance with 29.2.1. Training for individual riders may vary based on the riders experience as determined by the Chief or designee.

14.3 PATROL VACATION SELECTION.

- e. A Patrol Sergeant will pick vacation time amongst other Patrol Sergeants on the Patrol Sergeant's shift. A seniority roster for each Patrol Sergeant shift shall be maintained along with a calendar identifying off-day groups. This calendar is signed in order to make other Patrol Sergeants aware of time available, but the selection is not official until the Patrol Sergeant signs the shift commander's vacation calendar and submits a vacation request via telestaff to the shift commander. The shift commander shall initial and date all requests when the commander receives them. If a Patrol Sergeant wishes to cancel a vacation, it shall be the Patrol Sergeant's responsibility to contact the shift commander, who shall have the responsibility of pulling the request. The shift commander shall then cross the Patrol Sergeant's name off of the calendar. This shall give other Patrol Sergeants an opportunity to take this time off if they wish.

14.4 DETECTIVE VACATION SELECTION. All vacations must be approved by the Detective Command Officer who shall be responsible for staffing needs. Detectives on an administrative schedule shall pick together. A minimum of 3-administrative schedule Detectives shall be allowed off at any one time, and a minimum of 2-afternoon shift detectives shall be allowed off any one time. In the event there is a change in the Detective staffing levels, the parties agree to collectively bargain regarding possible changes to this provision.

- 29.2.6 The officer's Command Officer shall determine whether a hotel stay shall be necessary and reimbursed. Such determination shall be made on a case-by-case basis depending on the length of travel, actual start time of the school, length of the school, potential weather condition or the like, with attention to the 14¼-hour limitation. If length of the school is one week or less, and accommodations have been made, there shall be one travel time compensated for the trip to the school, and one for the trip back, and daily on-site travel from accommodations as stated in 29.2.3. Schools lasting in excess of one week shall be reviewed on a case-by-case basis as to necessity for weekend stays. In the event the officer elects to stay at a hotel although the Command Officer has not approved the stay, the officer is responsible for all costs associated with the overnight accommodations. In the event the Command Officer determines a hotel stay is appropriate but the officer elects not to stay, the officer is only entitled to compensation

for one round trip to and from the school, including mileage.

31.4 PROMOTION TO LIEUTENANT.

31.4.1 Upon being promoted to the rank of Lieutenant the officer in question forfeits all Bargaining Unit seniority, except if the officer returns to the unit within 90-calendar days from the effective date of the promotion to Lieutenant the officer will maintain their original date of seniority in the police officer unit minus the number of days they were in the Lieutenant position. In the event that any Command Officer returns to the Bargaining Unit on either a voluntary or involuntarily basis to a rank or position within the Bargaining Unit, that officer returns as the least senior officer within the Bargaining Unit unless it is otherwise agreed in writing by the City and the Bargaining Unit.

31.4.2 Upon appointment to Lieutenant, the appointed officer shall thereafter perform only Command Officer duties in the manner and fashion described for Command Officer supervisory personnel in Section 1.2.

39.3.2 Supervisor - Those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or are responsible for commanding a work element, including Patrol Patrol Sergeants for purposes of Article 39.

39.4.6 Drug Testing Methodology. This drug policy shall in no way be applied to an employee's use of prescription drugs; nor shall it apply to alcohol.

(b) The urine sample is first tested using the initial drug screening procedure. An initial positive test result shall not be considered conclusive; rather, it shall be classified as "confirmation pending." Notification of test results to the Professional Standards Division or other departmental designee shall be held until the confirmation test results are obtained.

**ARTICLE 40
UNIT DUTIES**

40.1 UNIT JOB DUTIES. Except for Patrol Sergeants, non-supervisory job duties shall be assigned only to members of the Bargaining Unit. Ranks excluded from the Bargaining Unit are so excluded because the primary nature of their positions is to supervise personnel of the department, and accordingly they shall not be assigned to perform non-supervisory duties as part of their normal and usual job duties; provided that this restriction shall in no way restrict such personnel in taking any and all police action, or performing police duties and functions in relation to situations, events or circumstances encountered or observed by such officers in the course of the performance of their supervisory duties (for example, a supervisor would not work radar or patrol for traffic violators, but would be expected to apprehend or arrest traffic violators who are observed by the supervisor while performing the duties of supervision of personnel).

SCHEDULE A
WAGE SCHEDULE

Increases effective the first day of the payroll period in which the effective date occurs

Step	Classification		July 1, 2016 Varies	July 1, 2017 2.0%	Jan. 1, 2018 2.25%	Jan. 1, 2019 2.25%
1	New Hire	Hourly	\$26.00	\$26.52	\$27.12	\$27.73
		Bi-Weekly	\$1,964.50	\$2,003.79	\$2,048.88	\$2,094.97
2	After 1 Year	Hourly	\$26.75	\$27.29	\$27.90	\$28.53
		Bi-Weekly	\$2,021.17	\$2,061.59	\$2,107.98	\$2,155.41
3	After 2 Years	Hourly	\$29.11	\$29.69	\$30.36	\$31.04
		Bi-Weekly	\$2,199.18	\$2,243.17	\$2,293.64	\$2,345.24
4	After 3 Years Top Patrol	Hourly	\$31.98	\$32.62	\$33.36	\$34.11
		Bi-Weekly	\$2,416.56	\$2,464.89	\$2,520.35	\$2,577.06
5	After 6 Years Advanced Patrol Officer	Hourly	\$32.67	\$33.32	\$34.07	\$34.84
		Bi-Weekly	\$2,468.13	\$2,517.49	\$2,574.14	\$2,632.05
6	After 7 Years Advanced Patrol Officer	Hourly	\$32.73	\$33.38	\$34.13	\$34.90
		Bi-Weekly	\$2,472.89	\$2,522.35	\$2,579.10	\$2,637.13
7	After 10 Years Specialist	Hourly	\$34.26	\$34.94	\$35.73	\$36.53
		Bi-Weekly	\$2,588.43	\$2,640.19	\$2,699.60	\$2,760.34
8	After 15 Years Specialist II	Hourly	\$36.67	\$37.40	\$38.25	\$39.11
		Bi-Weekly	\$2,770.73	\$2,826.15	\$2,889.73	\$2,954.75
N/A	Patrol Sergeant	Hourly	\$37.92	\$38.65	\$39.50	\$40.36
		Bi-Weekly	\$2,865.15	\$2,920.30	\$2,984.53	\$3,049.51

- A) The City has the discretion to hire new employees above Step 1, as long as the employee has the equivalent amount of experience from another jurisdiction. Such employees shall then advance according to the pay schedule.
- B) Temporary Assignment Pay. Whenever an officer is assigned to perform the duties of a higher-ranking officer for a period of one complete shift or more, s/he shall be compensated at the rate of pay of the higher ranked officer. Patrol Sergeants will receive step 1 of Lieutenant rate of pay when the Sergeants working a minimum of 45 minutes in a capacity of a higher rank will receive one (1) hour of step 1 Lieutenant pay, time for time after one hour and anything less than 45 minutes would not receive Lieutenant pay.
- C) SPECIALIST ADD-ON. Specialists I & II assigned to Detectives shall receive an \$80 per month premium, which shall become a part of their base salary while assigned to detectives.
- D) A Patrol Sergeant will be compensated at the Step 1 rate of the Lieutenant pay schedule on a time for time basis when filling in as the Shift Commander, except a Patrol Sergeant will not receive Lieutenant pay when filling in for a de minimus period of time such as rest and lunch breaks.

D) Advancement to the Patrol Sergeant classification is not automatic and will occur in accordance with the selection process under 7.2.3.c (D) of this Agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GREEN BAY PROFESSIONAL POLICE ASSOCIATION
AND
CITY OF GREEN BAY
February 19, 2018
RESIDENCY**

The City and the Bargaining Unit agree to the following terms regarding the residency requirements for The City of Green Bay Police Department.

**ARTICLE 35
RESIDENCY**

35.1 Bona fide and continued residency within 20-miles of the jurisdictional border of the City of Green Bay shall be required for eligibility for the following positions or calls:

- K-9
- SWAT
- Eligibility for immediate need safety staffing shortage call-ins

“Immediate need” shall be defined as a demonstrable need at the time of the call. The burden shall be on the City to show such reasonable need.

35.2 Response time compensation for all officers living outside of the 20-mile jurisdictional border shall not exceed ½-hour.

Dated: _____

For City of Green Bay

For Green Bay Professional Police Association

Andrew J. Smith, Police Chief

Craig P. Pakkala, GBPPA President

Joseph W. Faulds, HR Director

Jon Cermele, GBPPA Legal Counsel



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 24, 2018

PREPARED BY

AGENDA ITEM # D.5.

Consideration with possible action to adopt the revised Police Department table of organization.

BACKGROUND

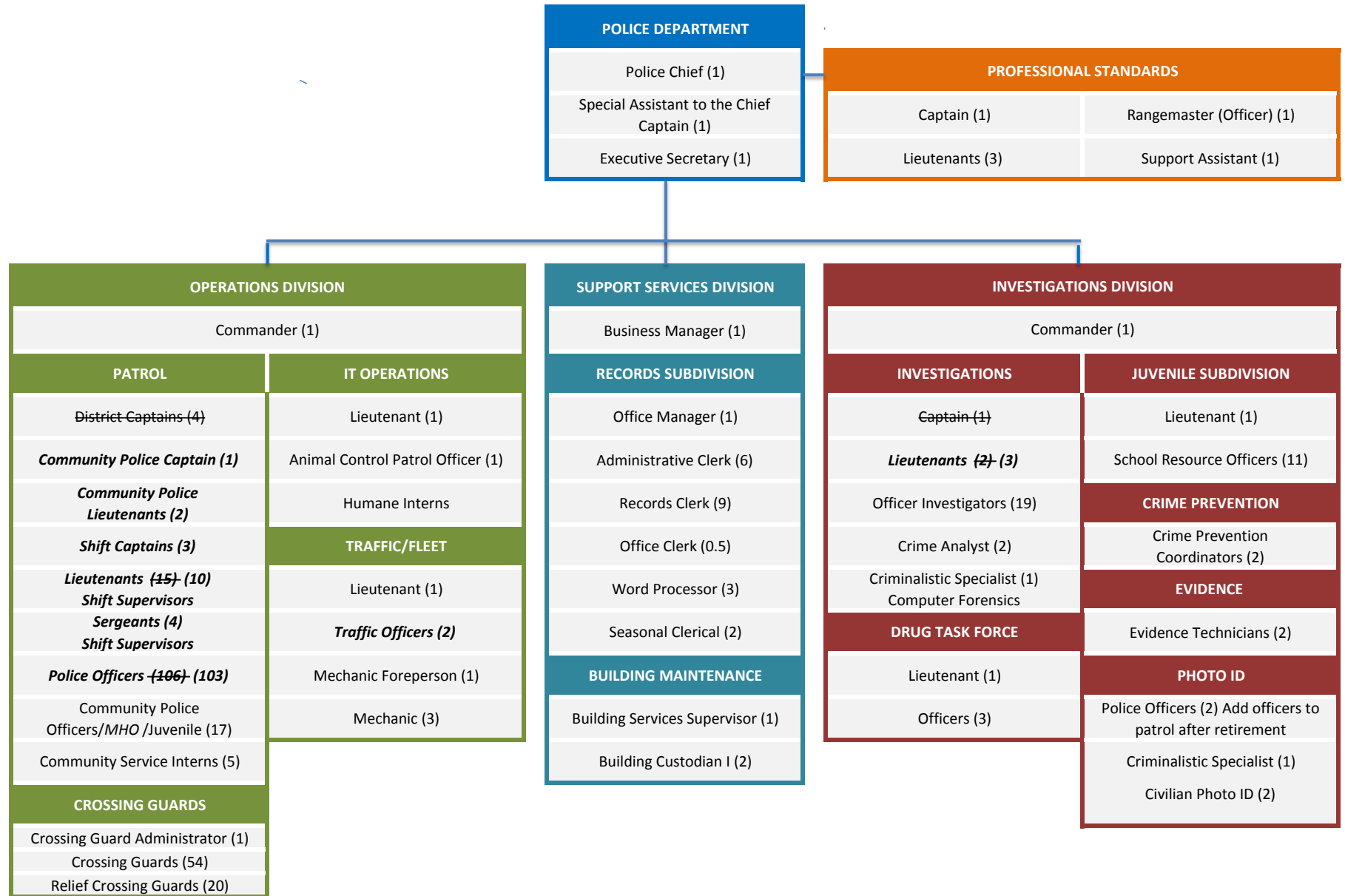
RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Police Department Org Chart (Rev.4.18)

POLICE DEPARTMENT - April 2018



Sworn Employees 194
Non Sworn Employees 39.5
Parttime, Seasonal and Interns 80

Revised: April 2018



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 24, 2018

PREPARED BY

AGENDA ITEM # D.6.

Consideration with possible action to modify Personnel Policy, Chapter 29, HIPAA Privacy Policy.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Chapter 29 - HIPAA Privacy Policy
2. HIPAA City of Green Bay Personnel Policy



CITY OF GREEN BAY PERSONNEL POLICY

Policy Title HIPAA Privacy Policy	Policy Reference Chapter 29
Policy Source Human Resources Department	Legal Review Date
Personnel Committee Approval	City Council Approval

- 29.1 The City of Green Bay (City) is committed to compliance with the HIPAA Privacy Rules (Rules) set forth by the U.S. Department of Health and Human Services (HHS). These Rules dictate that all personally identifiable health information (health information) that is received by or generated through a covered entity must be afforded certain protections. Covered entities include health plans, health care providers and health care clearinghouses. The City maintains several health plans that are covered entities, and the City also has certain functions that qualify as health care providers. Accordingly, as an entity that has some covered functions and some non-covered functions, the City will consider itself a hybrid entity, for purposes of and as allowed by the Rules. This means that only the health care components, as set forth below and covered health plans will be subject to the Rules.
- 29.2 Health information must be kept within firewalled within the City's health plans and health care components. Any sharing or disclosure by the City health plan(s) or health care components of health information for reasons other than claim payment, treatment or health care operations would require direct authorization from the participant/patient. Accordingly, the City has developed specific procedures to ensure that each City health plan participant's or patient's health information is used and disclosed in conformance with the Rules.
- 29.3 Each City employee or recipient of City covered health services should also be aware that not all personally identifiable health information is subject to the Rules. Only the City's health plans and health care components are subject to these requirements. The City's health care components are as follows:
- 29.4 All of the City representatives that work with and have access to participants' and patients' health information are trained to ensure confidentiality of such information. Furthermore, only those City representatives that need to have access to such information for purposes of payment, treatment or health care operations will be allowed to view the information without express authorization from the patient (or patient's parent if the patient is under 18), unless disclosure of such information is otherwise allowed under the Rules.

~~29.5 Finally, the City has/will be entering into a contract with each of its business associates, as defined under the Rules, which has access to plan participants' or patients' health information. Each contract provides that the business associate shall generally have access to the health information only for purposes of payment, treatment and health care operations. Furthermore, the business associate must keep the health information confidential under the same conditions that the health plan or health care component follows. That is, each business associate is contractually obligated to follow Rules to which the City's health plans and health care components are subject.~~

~~29.6 Please refer to the City's Notice of Privacy Practices form for a complete description of your rights and the City's obligations under the HHS privacy requirements. The City has designated the Human Resources Director as its Privacy Officer. City health plan participants and patients may contact the following with their questions regarding this policy:~~

~~Human Resources Director
100 N. Jefferson Street, Room 500,
Green Bay, WI 54301
(920) 448-3071~~



CITY OF GREEN BAY PERSONNEL POLICY

Policy Title HIPAA Privacy Policy	Policy Reference Chapter 29
Policy Source Human Resources Department	Legal Review Date 4/19/2018
Personnel Committee Approval	City Council Approval

Policy Reference

All City of Green Bay Departments, Divisions, Operational Areas, Functions, Employees, Officials and other Representatives using or having access to the Protected Health Information (PHI) of any person. This policy includes by specific reference the Human Resources Department; the Parks, Recreation and Forestry Department; the Transit Department; the Wellness Nurse and the City of Green Bay active employee self-insured group health and dental plans. This policy excludes the City of Green Bay Fire Department.

Scope

The City of Green Bay (City) is committed to compliance with the HIPAA Privacy and Security Regulations (Rules) set forth by the U.S. Department of Health and Human Services (HHS). These Rules provide that all protected health information that is received by or generated through a covered entity must be afforded certain protections. Covered entities include health plans, health care providers and health care clearinghouses. The City maintains several health plans that are covered entities. The City also performs certain functions that qualify certain City Departments or staff as health care providers. Accordingly, as an entity that has some covered functions and some non-covered functions, the City will consider itself a hybrid entity, for purposes of and as allowed by the Rules.

This Policy covers the responsibilities and obligations of City of Green Bay Departments, Divisions, Operational Areas, Functions, Employees, Officials and other Representatives, other

than the Fire Department, regarding their role in the documentation, designations, policies and procedures and other actions required for compliance with the HIPAA Privacy and Security Regulations. To the extent any City of Green Bay Department, Division, health plan or other entity could be considered a separate covered entity under the Rules, this Policy designates all such entities as under the common control of the City of Green Bay.

Due to its specific HIPAA compliance obligations, the City of Green Bay Fire Department operates under the City of Green Bay's Fire Department HIPAA Use and Disclosure of Protected Health Information policy. The City's Fire Department HIPAA Policy oversight is provided by the Fire Department's HIPAA Privacy and Security Officer.

Accordingly, all references to the City as a covered entity in this Policy relate to City functions other than the Fire Department. All references to the City's HIPAA Privacy and Security Officer in this Policy relate to the Privacy and Security Officer for City functions other than the Fire Department.

Purpose

To provide a summary of the City's policies and standards with respect to documentation required for compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Regulations as amended.

The HIPAA Privacy and Security Regulations require that covered entities maintain documentation of certain decisions, designations, policies and procedures, and other actions taken for purposes of compliance with the regulations. These documentation requirements provide a basis for workforce training, facilitate the creation of the required notice of privacy practices, and enhance accountability for compliance with the Rules.

Policy

It is the City's policy to fully comply with all documentation requirements imposed by the HIPAA Privacy and Security Regulations and under state law. Each City Department or function that operates as a health plan, health care provider or health care clearinghouse shall:

- Develop, maintain and retain the documentation described below in accordance with this policy.
- Develop, document and implement procedures as necessary to ensure compliance with this policy.
- Provide training to appropriate personnel as necessary to ensure satisfaction of

these documentation requirements.

Definitions

Protected health information (PHI) means, generally, health information that is individually identifiable (i.e., patient-specific) and that is created, maintained, used or disclosed by or for a City employee, official or representative.

More specifically, the term refers to information that:

- (i) identifies or could reasonably be used to identify the individual and
- (ii) relates to:
 - (a) the individual's physical or mental health or condition,
 - (b) the provision of health care to the individual, or
 - (c) payment for health care provided to the individual.

For example, protected health information includes information that identifies an individual as a City group health plan participant or that associates a condition, treatment or payment-related information (diagnosis codes, dates of service, charge data, etc.) to information that ***could be*** used to identify the individual (name, description of condition, other demographics, medical record number, insurance claim number, images, etc.).

Electronic protected health information (ePHI) is PHI maintained or transmitted in electronic form. The HIPAA Privacy and Security Regulations do not distinguish between electronic forms of information. Some examples of ePHI are employee health information stored on magnetic tapes or disks, optical disks, hard drives, and servers. Examples of transmission media include Internet and Extranet technology, leased lines, private networks, and removable media such as disks.

The HIPAA Security Rule defines a "security incident" as "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system."

Procedure

29.1 POLICIES AND PROCEDURES. Policies addressing compliance with privacy and security laws and regulations are developed in accordance with the City's policies on Records and Transaction Management, Electronic Communications and Information Systems Usage and other City and Department-specific data privacy policies. In addition, each

City Department will adopt supporting procedures as provided in such policies and otherwise as necessary to enable effective HIPAA compliance policy implementation and workforce training.

PHI and ePHI must be maintained as confidential within City administration and externally to members of the public unless disclosure is allowed by this Policy or required under state or federal law. Daily work activities that require a City employee, official or representative to use or have access to PHI or ePHI of any person must be performed to ensure that access is limited internally and externally to the minimum amount of protected information required to perform an official duty. Use or access that exceeds this limitation may be considered a security incident.

Every instance of a security incident or possible security incident must be reported to and logged by the Privacy and Security Officer, his or her designee or the Department's designated Data Privacy Compliance Officer. Each City employee, official or agent who has or may have access to PHI or ePHI will receive training to ensure understanding of and compliance with the City's data privacy requirements, including HIPAA.

City employees, officials or agents who require access to PHI or ePHI for the purpose of payment for health care, insurance, treatment or health care-related services are allowed to view the information without express authorization from the patient (or the patient's parent if the patient is under 18), unless authorization is required under this Policy, under a City Department Data Privacy policy or by state or federal law.

The Human Resources Director is the City's Privacy and Security Officer under this Policy. The Privacy and Security Officer provides direction and oversight to each City Department and to the Human Resources Department for development of policies specific to the City's employee health benefit plans and provision of health-related services. Such policies may vary from the standards in the City's organization-wide policies as necessary to reflect the differences in regulatory requirements applicable to covered entities that are also self-insured health plans. Similarly, policies and procedures that address compliance for individual City Departments may vary from the organization-wide standards as necessary to reflect the requirements of state and federal law.

Documented policies and procedures related to privacy and security compliance obligations will be modified promptly to comply with changes in relevant laws and regulations, and policy and procedure changes will be implemented within the time

required for legal compliance.

The Privacy and Security Officer shall ensure that the City's organization-wide privacy and security compliance policies and procedures are maintained and retained in accordance with this Policy. The Compliance Accountable Manager for each affected Department, or his or her designee, shall ensure that privacy and security compliance policies and procedures specific to that Department are maintained and retained in accordance with this Policy.

- 29.2 NOTICE OF PRIVACY PRACTICES. The Privacy and Security Officer will be responsible for developing, with all necessary input from managers within operations and departments and/or vendors, the City's Notice(s) of Privacy Practices. The Human Resources Department will retain copies of the notice(s) issued as documentation of compliance.

The Privacy and Security Officer shall ensure that the City's Notice(s) of Privacy Practices are promptly revised and distributed to City Departments whenever there is a material change to the uses or disclosures, individuals' rights, the City's legal duties or other privacy practices described in the notice(s).

- 29.3 COMPLAINTS ABOUT PRIVACY AND SECURITY COMPLIANCE PRACTICES. Within each City Department (excluding areas that are not responsible for employee health benefit plans or billing, do not receive or transmit protected health information or do not otherwise receive individuals' complaints in the regular course of business), the designated office or person responsible for receiving complaints relating to privacy and security compliance practices will be responsible for documenting the complaints received and their disposition.

- 29.4 REPORT OF DISCLOSURES. Each City Department (excluding areas that are not responsible for employee health benefit plans or billing, do not receive or transmit protected health information or do not otherwise receive individuals' complaints in the regular course of business) will document its designation of the persons or offices responsible for receiving and acting on an individual's request for a report (or "accounting") of disclosures of protected health information.

In addition, for each disclosure required to be included in a log maintained for purposes of producing such reports, each City Department will document:

- a. The date of the disclosure.
- b. The name of the entity or person who received the protected health

information and, if known, the entity or person's address.

- c. A brief description of the protected health information disclosed.
- d. A brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure.
- e. Any written disclosure report that is provided to an individual.

29.5 ACCESS TO PROTECTED HEALTH INFORMATION. Each City Department (excluding areas that are not responsible for employee health benefit plans or billing, do not receive or transmit protected health information or do not otherwise receive individuals' complaints in the regular course of business) will document the contents of the designated record set that is subject to access by individual, and the titles of the persons or offices responsible for receiving and processing requests for access.

29.6 AMENDMENT OF PROTECTED HEALTH INFORMATION. Each City Department (excluding areas that are not responsible for employee health benefit plans or billing, do not receive or transmit protected health information or do not otherwise receive individuals' complaints in the regular course of business) will document the titles of the persons or offices responsible for receiving and processing requests for amendments by individuals.

29.7 RESTRICTION REQUESTS GRANTED. When a City Department agrees to honor an individual's request for a restriction on the Department's use or disclosure of protected health information for treatment, payment, insurance or health care-related operations, the Department must document the restrictions.

29.8 DISCIPLINARY ACTION FOR VIOLATIONS. Any time that disciplinary action is taken for violation of privacy and security policies or related procedures, the relevant manager or supervisor will ensure that such action is appropriately documented. At a minimum, such documentation will identify the disciplined workforce member, the date of the action, the nature of the violation, and the type of sanction imposed. In addition to documenting the action in the individual's personnel file (or in a central file, for workforce members such as volunteers for whom no personnel file is maintained), the manager or supervisor must provide such documentation without individual identification to the Privacy and Security Officer to facilitate a City Department's response to any external inquiry.

29.9 BUSINESS ASSOCIATE ASSURANCES. Each affected City Department must ensure that

written assurances regarding privacy and security are obtained from that Department's business associates in accordance with the City's Administrative Policy regarding "Business Associate Contracting." These written assurances must be retained as documentation in accordance the section below titled "Retention of Documentation."

- 29.10 AUTHORIZATIONS FOR USE AND DISCLOSURE. Any signed authorization for use and/or disclosure of protected health information, and any written revocation of a previously signed authorization, will be retained as documentation in accordance with this policy.
- 29.11 REPORTING DOCUMENTATION. Refer to the City of Green Bay Notice of Privacy Practices for policies addressing HIPAA Privacy Regulation documentation standards relating to protected health information use and reporting requirements.
- 29.12 RETENTION OF DOCUMENTATION. All documentation required under this policy will be retained for a period of not less than six (6) years from the date of its creation or when it was last in effect, except for logging of disclosures, which shall be retained indefinitely. Each affected City Department will implement procedures designed to ensure that affected documentation is retained for the required period of time and that it is available as necessary to comply with the requirements of the HIPAA Privacy and Security regulations (for example, in the case of documentation to enable a timely and accurate accounting in response to an individual's request), and to demonstrate compliance in connection with monitoring activities, audits and investigations.

References:

Policy Cross - Reference

Personnel Policy Ch. 3 – Records and Transaction Management

Personnel Policy Ch. 10 – Employee Assistance Program

Personnel Policy Ch. 14 – Discipline and Discharge

Personnel Policy Ch. 19 – Electronic Communications and Information System Usage Policy

Fire Department Policy [Data Privacy]

Police Department Policy [Data Privacy]

@ Business Associate Contracting

@ Responding to Privacy and Security Violations

@ Information Technology Security Incidents Management

Regulatory Reference

45 C.F.R. § 160.103

45 C.F.R. §§164.102 et seq.

Wis. Stat. §§ 146.81 et seq.

This policy, which is reviewed annually, supersedes all prior policies of the same or similar subject except to the extent it is inconsistent with the express terms of a collective bargaining or individual agreement.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 24, 2018

PREPARED BY

AGENDA ITEM # D.7.

Consideration with possible action on request by Ald. Dorff to determine if there is a need for two meetings per month during the summer for the purpose of setting summer hours for the staff as well as setting the summer meetings for June, July, August and September for City Council.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 24, 2018

PREPARED BY

AGENDA ITEM # D.8.

Consideration with possible action on request by Ald. Dorff to determine the feasibility of setting a new starting time for City Council and to adjust the staff hours accordingly.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 24, 2018

PREPARED BY

AGENDA ITEM # E.I.

Recruitment initiated for Neighborhood Compliance Inspector Limited Term position approved as part of the 2018 budget.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. LTE Neighborhood Compliance Inspector Report 04-2018

MEMORANDUM



Human Resources Department

To: Joseph Faulds, Human Resources Director
Personnel Committee

From: Melanie Falk, HR Operations Manager, PHR

Re: Informational Item - Neighborhood Compliance Inspector (Limited Term Position)

Date: April 18, 2018

During the 2018 budget process, the City Council approved the allocation of \$5,000 for rat abatement and for a limited term Neighborhood Compliance Inspector position. The RDA approved the use of another \$7,500 for this position for a total of \$12,500.

Currently, the department has a full-time Neighborhood Compliance Inspector position (Pay Grade F - \$19.19/hour- \$22.58/hour), which in addition to other responsibilities performs rat abatement work. However, due to the increased volume of calls the department has received with respect to rat-related issues, additional resources are needed to assist with educating and enforcing the ordinances throughout the City. As a result, the limited term Inspector position will focus primarily on the rat/rodent abatement and educational activities, but will also assist the Neighborhood Compliance Inspector with other duties.

The Human Resources Department has initiated recruitment efforts to fill this position, and it is anticipated that this position will be filled on or around June 1, 2018 and work through the end of the year. The wage rate will be \$19.19/hour, which is Step 1 of pay grade F. This position will work approximately 20 hours per week and will not receive benefits. The projected fiscal impact is \$11,202 as detailed below.

Category	LTE Neighborhood Compliance Inspector
Salary	\$9,979
FICA	\$763
WRS	\$0
Worker's Comp	\$460
Health Insurance	\$0
Dental Insurance	\$0
Life Insurance	\$0
TOTAL COMPENSATION	\$11,202

Cc: Cheryl Renier Wigg, Asst. Director Community & Economic Development
Bill Paape, Neighborhood Development Manager



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 24, 2018

PREPARED BY

AGENDA ITEM # E.2.

Report of Routine Personnel Actions for regular employees.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Personnel Action Report 4.24.18

**REPORT OF ROUTINE PERSONNEL ACTIONS
FOR REGULAR EMPLOYEES**

April 24, 2018

<u>Position</u>	<u>Department/Division</u>	<u>Name</u>	<u>Date</u>
<u>New Hire</u>			
Laborer - Street	Public Works	Joshua Guns	4/2/18
Bridgetender	Public Works	Shane Hovanick	4/6/18
Animal Control Intern	Police	Jose Del Rio Avina	4/9/18
Operator I	Public Works	Jake VandenHeuvel	4/9/18
Park Maintenance Worker	Public Works	Peter Ludolph	4/11/18
Laborer - Sanitation	Public Works	Keith Falish	4/16/18
<u>Elected Officials</u>			
Aldersperson, District 2	Common Council	Veronica Corpus-Dax	4/17/18
Aldersperson, District 5	Common Council	Craig Stevens	4/17/18
Aldersperson, District 6	Common Council	Kathy Lefebvre	4/17/18
Aldersperson, District 9	Common Council	Brian Johnson	4/17/18
Aldersperson, District 12	Common Council	Jesse Brunette	4/17/18
<u>Transfer</u>			
Operator II Operator I	Public Works	Brian VanHorn	4/9/18
<u>Grade/Step Change</u>			
Firefighter Step 3	Fire	Ryan Adams Scott Buresh Jeremy Franke Alexander Kasten Cody Krusick Andrew Peterson Ryan Schaumberg Brett Schroeder Daniel Schultz Brandon Schwarz Joel Stone Alexander Tislau Joshua Trembl Andrew Witbro Benjamin Zemple	3/2/18
Bus Operator 12th year	Transit	Joseph Angst	4/17/18
Bus Operator 8th year	Transit	Lynette Wirgau	4/29/18

<u>Position</u>	<u>Department/Division</u>	<u>Name</u>	<u>Date</u>
Patrol Officer Step 4	Police	Aaron Walker	4/6/18
Patrol Officer Step 4	Police	Michael Englebert	4/6/18
Community Investment Manager Step 5	Community & Economic Dev.	Bill Paape	4/30/18
Engineering Technician Performance Range	Public Works	Jamie Cynor	4/10/18
<u>End of Probation</u>			
Firefighter	Fire	Daniel Alderfer John Decker Benedict Felckowski Curtis Halbach Jacob Heiman Dennis Jolly Mark Mattson Patrick Peterson Micah Roddy Tyler Sanftleben Garrett Wenzel	4/3/18
Neighborhood Support Assistant	Community & Economic Dev.	William Peters	4/17/18
<u>End of Employment</u>			
Laborer - Sanitation	Public Works	Susan Orsted	3/16/18
Specialist II	Police	Valerie Schupbach	3/29/18
Crossing Guard	Police	Robert Gerrits	4/2/18
FireFighter	Fire	Scott Buresh	4/6/18
Bus Operator	Transit	Terry Moore	4/9/18
Engineering Aide I	Public Works	Cody Becker	4/13/18
Park Maintenance Worker	Parks, Recreation & Forestry	Daniel Kaminski	4/15/18
Municipal Court Administrator	Municipal Court	Laurie Paulsen	4/16/18
Aldersperson, District 2	Common Council	Thomas DeWane	4/16/18
Aldersperson, District 5	Common Council	David Nennig	4/16/18
Aldersperson, District 6	Common Council	Joseph Moore	4/16/18
Aldersperson, District 9	Common Council	Guy Zima	4/16/18
Aldersperson, District 12	Common Council	Thomas Sladek	4/16/18
Community Service Intern Lead	Community & Economic Dev.	Brady Felmer	4/16/18
Painter	Parks, Recreation & Forestry	Tim Vanden Heuvel	4/19/18
Appraiser II	Administrative Services	Dawn VanNatta	4/20/18
Parking Maintenance Technician	Public Works	Beau Charney	4/26/18
Truck Driver - Sanitation	Public Works	Terry VandenPlas	4/27/18
Bus Operator	Transit	Rodney Metz	4/30/18



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

April 24, 2018

PREPARED BY

AGENDA ITEM # E.3.

Next Meeting Date: May 8, 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None