



MINUTES OF THE PERSONNEL COMMITTEE

TUESDAY, NOVEMBER 13, 2018, 4:30 PM
CITY HALL, ROOM 207
Immediately following Finance which meets at 4:30 p.m.

A. ROLL CALL.

I. Members: Ald. Bill Galvin, Chair, Ald. Kathy Lefebvre, Vice Chair, Ald. Barbara Dorff, Ald. Veronica Corpus-Dax

Present: Bill Galvin, Barbara Dorff, Veronica Corpus-Dax, Kathy Lefebvre

Others present: Ald. Mark Steuer, Ald. Brian Johnson, Interim City Attorney Joanne Bungert, Police Chief Andrew Smith, Finance Director Diana Ellenbecker, Human Resources Director Joe Faulds, Police Commander Paul Ebel, GBPPA Association President Phil Scanlan, Assistant City Attorney Kristen Johnson, HR Operations Manager Melanie Falk and others.

B. APPROVAL OF THE AGENDA.

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to approve the agenda. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Kathy Lefebvre, Veronica Corpus-Dax, No- None, Abstain- None

C. APPROVAL OF MINUTES.

I. Approval of the minutes from September 25, 2018.

Moved by Ald. Veronica Corpus-Dax, seconded by Ald. Kathy Lefebvre to approve. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Kathy Lefebvre, Veronica Corpus-Dax, No- None, Abstain- None

D. REGULAR BUSINESS.

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

- a. Paralegal - Law
- b. Evidence Technician - Police
- c. Laborer (Street) - Public Works
- d. Laborer (Sanitation) - Public Works
- e. Bridgetender - Public Works
- f. Mechanic - Public Works
- g. Parking Enforcement Officer - Public Works

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to approve the request to fill these positions and all subsequent vacancies resulting from internal transfers. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Kathy Lefebvre, Veronica Corpus-Dax, No- None, Abstain- None

2. Consideration with possible action on request to fill Patrol Officer and Fire Fighter vacancies in 2019 that were approved as part of the budget.

Moved by Ald. Kathy Lefebvre, seconded by Ald. Veronica Corpus-Dax to approve. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Kathy Lefebvre, Veronica Corpus-Dax, No- None, Abstain- None

3. Consideration with possible action on request for out of state travel for Fleet Manager and (2) Equipment Operators to travel to EZ-Liner Industries in Orange City, Iowa in late November or early December for pre-delivery inspection of pavement marking machine at no cost to the City for room, board or transportation.

Moved by Ald. Veronica Corpus-Dax, seconded by Ald. Barbara Dorff to approve. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Kathy Lefebvre, Veronica Corpus-Dax, No- None, Abstain- None

4. Consideration with possible action on request by Ald. Wery to explore options to restore an assistant to the City Council position.

Moved by Ald. Barbara Dorff, seconded by Ald. Kathy Lefebvre to receive and place on file, as requested by Ald. Wery, due to budget restraints and to explore options at another time. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Kathy Lefebvre, Veronica Corpus-Dax, No- None, Abstain- None

5. Consideration with possible action on review of SWAT Team Minimum Call-In grievance.

The Committee may convene in closed session pursuant to § 19.85(1)(a), Wis. Stats., for the purpose of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governmental body. The Committee may, thereafter, reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report any actions taken during closed session and to consider all other matters on the agenda.

Both parties stated that they did not feel that there was a need for a fact-finding hearing. Neither of

the parties requested the ability to present oral arguments. After Committee members asked several questions related to the grievance, a motion was made by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to go into closed session. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Kathy Lefebvre, Veronica Corpus-Dax, No- None, Abstain- None

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to return to open session. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Kathy Lefebvre, Veronica Corpus-Dax, No- None, Abstain- None

Out of closed session, Ald. Galvin announced the findings and conclusions made by the Committee and the determination that the SWAT team is not entitled to the minimum call-in pay or any additional pay. Ald. Galvin further stated that the written findings of fact and conclusions of law would be made available at the next Personnel Committee meeting.

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to deny the grievance and uphold the Chief's determination. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Kathy Lefebvre, Veronica Corpus-Dax, No- None, Abstain- None

E. PUBLIC HEARINGS.

F. INFORMATIONAL.

1. Recruitment being initiated for new Sewer Maintenance Worker position approved as part of the 2019 budget.

2. Report of routine personnel actions for regular employees.

Moved by Ald. Kathy Lefebvre, seconded by Ald. Barbara Dorff to receive and place on file items #1 and #2. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Kathy Lefebvre, Veronica Corpus-Dax, No- None, Abstain- None

3. Next meeting date: November 27, 2018.

G. ADJOURNMENT.

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to adjourn the meeting. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Kathy Lefebvre, Veronica Corpus-Dax, No- None, Abstain- None

VERBATIM MINUTES

- All right, we're going to bring the Personnel Committee meeting to order. Start out with our roll call. - Alder Dorff, present. - Alder Corpus-Dax, present. - Alder Lefebvre, present. - Alder Galvin, present. All members are present and accounted for. Motion on our agenda. - Move to approve. - Second. - All in favor? - [All] Aye. - That passes unanimously. Looking for a motion on our minutes. - So moved. - Second. - And all in favor? - [All] Aye. - What was the last, was that, Alderperson Dorff and? - For, I'm sorry, which one? - For the minutes? - I think you motion in. - For the minutes was those two for the agenda was. - Yes, those two. - Sorry, I'll slow it down. - He just makes it fast. - I'll slow it down. - We'll slow down. - All right, on to regular business. Consideration, item one, consideration with possible action, request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers, staff. - In your packet, you have the memos that describe all the positions and the reason for the filling of the request. So if you have any questions, as we go through 'em, if not. - Can it just be a motion for all of them? - Yes it can. - If we have, never mind. - I have no questions. - I have no questions either. - Anyone else? - No. - No, all right. - I will move to approve the request to fill all the positions that are listed. - Second. - I'll second. - And the subsequent vacancies resulting from the internal transfers. - We have a motion and a second. All in favor? - [All] Aye. - Any oppose? Passes unanimously. Item number two, consideration with possible action on request to fill patrol officer and firefighter vacancies in 2019 that were approved as part of the budget. Staff? - So this will be an annual request after the budget each year. This just helps the police department and the fire department fill the positions and for public safety and to minimize, prudent thing. - Okay, entertain a motion? - I make a motion to accept. - Okay, I have a motion-- - Second. - To accept, and second, all in favor? - [All] Aye. - Any oppose, it passes unanimously. Item number three, consideration with possible action on request for out-of-state travel for fleet manager and two equipment operators to travel to EZ Liner Industries in Orange City, Iowa in late November or early December for pre-delivery inspection of pavement marking machine at no cost to the city, for room, board or transportation. - The recorder wasn't on. - Oh. - I'm sorry. - That's okay, we've got it recorded. - Okay. - It was my fault. - It was, yeah. - It'd be my fault. - So complicated. - Push the button, okay? - All right, staff? - Yeah, this is just a request on my DPW for out-of-state travel, and you do have a travel request in your packet. So if there's any questions we can answer them for you. - Any questions? I'll entertain a motion. - I'm the mover. - Second. - Okay, we have a motion and a second, all in favor? - [All] Aye. - Any oppose? That passes unanimously. Consideration with possible action on a request by Alder Wery to explore options to restore an assistant to the City Council position. Staff, can you look into that? - Yes, Alder Chris Wery did reach out to me and stated that we do receive and place on file because of budget constraints. We can move forward, and try to explore that in different ways. - All right. - Okay. - Yes. - Move to receive and place on file. - Second. - Okay. - We have a motion and second, all in favor? - [All] Aye. - Any oppose, that passes unanimously. Consideration with possible action on review of SWAT team minimum call-in grievance. I have been informed that both parties would like us to go into closed session. - No, the open session now. - Okay. - Okay. - Read that please. - All right, sorry. Next up is item five, consideration with possible action on review of SWAT team minimum call-in grievance. This is the first regularly scheduled Personnel Committee meeting since the grievance was submitted on September 19th of 2018. This is a quasi-judicial matter. It is the goal of the Personnel Committee to provide and conduct a hearing that was both fair, informed, appearance in substance. To ensure that this hearing satisfies these goals, I ask myself and each Personnel Committee member to confirm the following. I'll need you guys to answer to each one after I've stated. Number one, each member does not have an interest or conflict of interest in this matter. Each member should state I confirm or so certify that I do not. - I confirm I do not. - I confirm I do not. - I confirm I do not. - And I confirm that I also do not. All right, number two, no one has received any communication about this matter. In other words, ex-parte communications, other than communication regarding procedure and delivery of materials. - I confirm that I do not. - Okay. - I confirm I do not. - I confirm I do not. - I also confirm I have not been contacted at all. The parties are entitled to a decision on the record based upon the Labor Agreement between the City of Green Bay and the Green Bay PPA in effect as of the date of the event complaint thereof. The Personnel Committee will make findings effect in conclusion of law, based upon the record before it. At this time, the

following materials have been submitted into the record. One, police department letter to Personnel Committee. Two, union step. Three, grievance documents. Next, I will ask if either party is requesting a fact-finding hearing pursuant to Section 3.8.3 of the Labor Agreement? The committee may decide whether to hold a fact-finding hearing. Is either party requesting a hearing at this time? - I spoke with Detective Scanlan and both the police department and the union is not requesting for fact-finding hearing. - Okay. Would either party like to make your arguments in support of the written submission? - The police department does not need to. - [Phil] The association does not feel the need for our argument. - The parties do not wish to make arguments. The Personnel Committee may now go into closed session to deliberate. I'll entertain a motion. - You make a motion on the closed session. - I just have a question. - Sure. - I have questions on what I read. So who stays in closed session? - Now would be the time that you would ask some questions. - Okay. - Yep, in open session. And then in closed session, you deliberate. - Okay, all right. So can I do that, Mr. Chair? - Yes, absolutely. - So I wrote some questions. If I'm understanding this right. - Who are you addressing it to? - I'm addressing it to both the police department and the union representation. We're talking about the amount that's paid as overtime for 1.5 hours, right, for a number of people. Is that what we're, is it that narrow? Is that what we're talking about? - [Phil] It would be in this particular case but this would have ramifications for not only the only call-outs that the SWAT department has or SWAT officers have but also for any other specialized unit that's on training that gets called out to do different types of things. - I think if I could clarify, and Detective Scanlan, let me know if I'm right or wrong here. I think the association is asking for minimum call-in time to be paid. - Which is three hours. - To go out on a call. - Even if you're working already? - That's correct, and I'll let them clarify. The police department is asking that the minimum call-in time be denied. That's the way that they're compensated just be approved. That's what our position is. - So that, but just to clarify it. - [Phil] Just to seek, just to offer some clarification. The disagreement is on the paper compensation. - Right. - [Phil] The city's position is that we were training, we were compensated at payback rate, an hourly payback. The association's position is that the SWAT call should have been an overtime rate, on Article 6.4, which offers under that language, a minimum call-in time dependent on whether it's your workday or day off. So that's the question. - Okay, so my question is so if a member of the SWAT team is on duty, and if they have to deploy to a situation, and the situation begins and ends during their normal duty time, whatever that is, they're called in, they do the SWAT thing, they finish it, and they come back, do they get overtime? For just, if it would happen at anytime. - If someone is on duty. - Yes. - [Phil] The course of my shift as a detective, or the course of your shift as an officer, their compensation is their straight hourly wage when they're on duty. The difference is when they're doing training, where the compensation is payback officers are doing it on their day off. So the grievance is specifically towards officers that were not under duty time, and were in on their off-time training. If you can draw that distinction. - So out of the group of SWAT officers, somewhere on their duty, there was a regular work schedule. We're not arguing about that. What they're saying is any officer, SWAT officer was there on their day off doing training, is asking for the minimum of three hours pay for their call-in time. - Because normally, if it was their day off, and they weren't on training. - They were at home, or out about. - They would be home, and then they would get that call-in time, right? Is that right? - [Phil] Just to offer some clarification. - Yeah. - [Phil] If an officer is during their workweek, there's different levels of minimum call-in. So if it's my off-time during my workweek, it's a three-hour minimum call-in. If an officer is on their day off, not during the middle of their five-day workweek, it's a minimum of six-hour call-in time if you're called for duty on your day off. - That came about, just to clarify for you. There was an incident, way before most of these guys were here, where they called in the SWAT team. They were in route to the station, when they were canceled. That started the ball rolling for the minimum call-in time. So if we're wakin' 'em up, have 'em get dressed, get in their car, all the other stuff. - Well, it makes sense to get some compensation. - So that's where the minimum call-in time came for on days off, and also on workdays, okay. - So this is really playing to just those SWAT officers that would have been off that or in any situation. Even if they were in training, some of them work in training on a regular workday. Some of them were in training but it was their off day. - [Phil] Correct. - And so we're just-- - Or off time. - We're looking at them, those as two separate groups of SWAT officers right. - [Phil] The only people eligible in this grievance are for officers that were not on their regular duty time. They were either training under off-time during their workweek or training on an off-day. - So that some of them would get three hours, and some of them will get six hours? - [Phil] Correct, dependent on whether some was on off-day, or whether they're on their workday being called for duty. - Okay, and so what's being argued by the police chief or administration is that what? Tell me what? - [Phil] They were being compensated for being,

they were at work, they were being compensated with payback time or comp time as you were probably more commonly used to. - Right. - And the fact that they suited up and went to the SWAT call, came back and finished the training was all part of their day. Yeah, I guess you could add that it was not a need incident response from home. They respond from some place else, they were already at the training. - Okay, so what they're saying is while they were there for training, say what was it, five hours of training, six hours of training? - Well, I know often-- - Whatever. So they were getting comp time, which means it's time on the books unless they were over so many hours for that week, and then they would get pay for time and a 1/2, okay. So yeah, Phil. - [Phil] Offer clarification again. Compensatory time is not in our Labor Agreement except for the time and a 1/2 hour rate. That was not the rate that any officers are earning. Officers are earning payback time, which is strictly a compensation for training, schools, classes and the like instead of straight time hourly wage. So compensatory time is in our Labor Agreement of time and a 1/2. When you're working overtime, you can claim that as comp time and not get paid. So I just want to draw that distinction that this is payback time at an hourly rate, not compensatory time. - It gets pretty complicated. - It does, so what is the financial impact of this? What is the union, what is the financial impact of what the union is asking for? How much is that gonna cost? - [Phil] I ask your permission. - Sure, you seem to know. - [Phil] All officers that were present during the SWAT training were, that were not on their duty time were receiving payback time. Payback time is your hourly rate for the length of your training. Payback time is paper time that's put in your books unless you've reached \$100 collectively, then its payout is cash. - Right. - [Phil] Okay, just so there's a distinction, ma'am. So the city, irregardless of whether it's overtime or it's already paying these officers one hour per hour work for payback. Now the difference would be if I was on my workweek for the duration of the call, I would be owed an extra 1/2 time. The issue at here is not necessarily for the money for our SWAT. The payback compensation versus overtime compensation. That's the issue that the association is trying to point out. - So it's a 0.5. - It'll be a 0.5. - 1/2 of regular. - [Phil] What's the minimum call-in? - So 0.5, what's the minimum? - It was 1 1/2 hours. - [Phil] The issue here is the minimum call-in. The duration of the call-in. - But they still want, is it also that it's not just the 1 1/2 hours of work in it, there's also the three hours or the six hours, and it on to that? Because they were at training? - [Phil] Correct, if the SWAT call, I don't have the documents in front of me, so I don't directly misrepresent. But the call-in was just under two hours long. So the minimum call, his overtime, was already met for the officers on their workday. If there were indeed officers on their day off, they would require more time anyway. They would have got, they will get the full six-hour, yes. - If it's your day off, and they call you and they give you three hours but if the call lasted one hour, you get three hours call-in pay. But if the call went and save more than two hours, then you would get overtime, and you won't get the minimum call-in, correct? If I remember how that works. - [Phil] It basically comes to watch. So irregardless if it's your minimum call just means that's your minimum level of compensation. If you go over it, then you just want a straight overtime rate, time for time. The minimum is really not gonna apply because you're over the minimum amount anyway. - I mean, I gotta believe this is gotta an awfully real occurrence for a SWAT action to occur during training or isn't it? I mean does it happen all the time? What's the answer to that one? - [Phil] President K9, You wanna explain that? - [President K9] Yeah, so as the administration, we have more than the SWAT team. So we look at our direct team, we look at our K9-- - A lot of training, God. - [President K9] So our K9 officers who are on their day off are paid at a straight time rate. They're not getting payback or comp time. We give them straight time rate. But they deploy often enough with our dogs to at their calls. So and I'm gonna throw another ooh, monkey wrench, into this. There's also an FSLA, Fair Labor Standards Act. - Right. - That's taken into consideration when you reach 171 hours, which we have. - Right, it's in there. - [President K9] That person is entitled to time and a 1/2. This has to be considered. - Much more far-reaching. - Huge implications, it's not just a single, we're not really just looking at this incident. We're looking at making something that's going to then be past practice. - Well, if the union can prove that this has happened before, and the city has paid. - Can you, can the union prove that? - If the union can't, I mean so this, again we're talking about those consequences going down the road that this could have an impact down all these different trainings. - 'Cause I read that that it may have happened. I read the documents, and the word was may have happened in the past, may. So it didn't look like it was for sure that it did. Anybody know that answer that it ever happened before? - [President K9] I don't know the answer to that. My argument would be if it had happened in the past, I would argue that they were mistakenly paid, when they shouldn't have been. - But no one seems to really know 'cause it said may in the documents, right. - [President K9] All I have is just the open stuff. I'll have to research it. - [Phil] We ask to not have a fact-finding. We're getting into a lot here. Try not to

make oral arguments. But I will say that the primary issue for the association is the compensation for payback. We don't, payback has always been for schools and so we try to introduce. We don't feel the association have any team, whether detective or an officer, or you should be doing emergent police work of this nature for payback. The SWAT team were meant to pay back for training to lower the cost of the training on the city. 15 years ago, the SWAT team train on overtime. We agree to pay back but we need to save the city money, and to train more often for less. So it's our opinion that our compensation for actual deployments call, real world deployments, which have an increased risk is not for payback, it's for overtime. Thus enacting 6.4, which is the minimum call. That's the crux of our argument. - So my final question is, is this committee it? Or if no matter which way we decide, does it go somewhere else? Like the other ones have? - That will be up whatever party wants. If they want to appeal it to an arbitrator, they could do that. - So that it's still, so we still is just-- - We're not the final. - We're not the final. Okay, that's all I got. - Any other questions? Any other comments from the administration or from the union? - [Phil] No, thank you, sir. - Well, you don't have to. All right, so let's call the closed session. - Yeah, closed session, yeah. - Okay, so anyone want to read that. - Yeah, I would read it for you. - All right, the committee may convene in closed session pursuant to state statutes for the purpose of deliberating considering your case, which has a subject of any judicial or quasi-judicial trial or hearing before the government body. The committee may thereafter reconvene an open session pursuant to state statute to record any actions taken during closed session, and to consider all other matters on the agenda. - We're to go into closed session. - You need a second. - Is there a second to go to the closed session? - Second. - All in favor? - [All] Aye. - Any oppose? All right, we are in closed session. - Motion to go back, move to go back in session. - Second. - All in favor. - [All] Aye. - Wait a minute, it's not right. - Just press the record button. - We'd like to except I think it ran out of battery. - It's not working. - 'Cause there's nothing. - It's brand new. - Okay. I figured it out. This is more than just pushing the button. - If they didn't wire it, I have to take the responsibility. - All right, so the committee is back in session, and we have reached a conclusion. I'm gonna ask you guys to bear with me. I've got a lot of paper. - If you wanna just, you could just tell them the answer or what you guys have decided, and then they can leave if you want. Then he has read stuff on the record. - Will that be better for you guys instead of listening to me stumble through this? - Sure if it can be finalized tonight. - Oh yeah, more I mean there's gonna be, I'm gonna do the final, written findings of facts and conclusions, and those will be within 10 days. - Okay, that's what I was wondering. - Okay, all right. - Maybe just the conclusion. - Yeah, I'll read the conclusions of law. Okay, conclusions of law. Number one, this grievance is brought before the Personnel Committee pursuant to Article 3 of the Labor Agreement. Number two, hearing out this matter with-- - I got it. So just move on. - Okay. - I got it. - Oh is it noisy out there? - It's hard to hear. - She's got it back. - Got it, yeah. - Hearing out this matter was timely, was timely conducted in accordance with Article 3 of the Labor Agreement. Item three, Section 6.4 of the Agreement between the City of Green Bay and the Green Bay PPA does not, wait. Yeah, does not apply to SWAT team training. Number four, the SWAT team is not entitled to minimum call-in time for executing a search warrant during scheduled SWAT training on June 18, 2018, pursuant to Section 6.4, the Agreement between the City of Green Bay and the Green Bay PPA, approved by the Personnel Committee on this date. We'll read the rest of the stuff into the record, and you'll get a copy of that, okay, all right. - Next. - No shift, November again. 'Cause you guys are all seem, yeah. - Trying, thanks. - Jealousy. - Not that loud. - [Phil] Thank you very much. - All right. - Have a good night. - All right, all right, I'll read the findings of fact and conclusions of law. This matter came before the Personnel Committee for a public hearing on November 13, 2018. The purpose of the hearing was to determine whether members of the SWAT team are entitled to receive a minimum call-in pay for executing a search warrant during scheduled SWAT training on June 18, 2018. Findings of fact, number one, this matter was heard by the Personnel Committee at their next regularly scheduled meeting following the receipt of their grievance pursuant to Article 3 of the Labor Agreement. Two, the parties were provided an opportunity to submit written documentation to support their positions, which documents were admitted into the record, and considered by the Personnel Committee in making their determinations. Three, neither party requested a fact-finding hearing, and the Personnel Committee determined that a hearing was not required in this matter. Number four, the documentation demonstrates that one, on June 18, 2018, members of the SWAT team were attending a regularly scheduled SWAT team training from 2:45 p.m. to 7:00 p.m. B, during this training, members of the SWAT team were directed to execute a search warrant. C, at 5:30 p.m., the SWAT team was deployed. D, by 7:00 p.m., the SWAT team had returned to the police department and was changed out of their gear. Now, I'm gonna ask for your consideration on E, if either party finds an issue with what I'm gonna

say here, we'll take those corrections and apply it to the final document. E, seven officers were compensated at their regular rate of pay because they had already had the maximum 100 hours accumulated in their compensatory time bank. One officer received time and 1/2 pay because he had over 171 hours in the FSLA period, and accumulated the maximum 100 hours in his compensatory time bank. Five officers had time added to their compensatory time bank. Officers who were attending SWAT training during their regular duty time only receive the regular payout for their training and deployment. So either side has an issue with those numbers. I'm open to changing it, and making that a fact. Number five, Section 6.4 of the Agreement between the City of Green Bay and the Green Bay PPA provides that minimum call-in time. Employee shall be compensated for a minimum of three hours for any call-in time work on a scheduled workday, a day on which an officer works a full 8 1/2-hour workday pursuant to close his shift over time or for a call-in when officers are attending either a voluntary school or in service training. An officer receiving call-in on a day attending school should all still be entitled to compensatory time as if no call-in occurred if the officer successfully completes the school in question. If the school is not successfully completed, shall receive compensatory time for those hours in attendance. That the department may engage police officers on police business onsite during in-service training without paying call-in, provided such shall not jeopardize the officer receiving full credit from the class interrupted. Employee shall be compensated for a minimum of six hours of any call-in time on a day off or scheduled vacation. This call-in time shall be compensated at a base rate of pay. - Do you want to add? - And then the final page-- - Just. - Sure, you're confused? - Vern is confused because if it does not apply, if it does apply, then we decide that. If it does not apply, mean I think it applies but we decided that. I think it does apply. - Oh did I say does not? - Does not. I think it's does. - I think the argument from the chief and HR was that it does not apply. Is that correct? - It does not apply to-- - I mean that our intent is that it does, or our intent is that they do not. - The argument is that it does not apply to or for minimum call-in time. That's what the argument is. - So the way it was raised now is that it does not apply to SWAT team training. Should we specify any clearer than that? - We don't have an issue with that. - They may have an issue with that but-- - I'm just making sure that we're-- - Yeah, we're seeing, based on what we read in there, we're seeing they're not entitled to the minimum call-in time. - Right, we're saying certain flag 'cause it does not apply. - Does it apply to them? - No, we're saying it does not apply. So they are not entitled to the compensatory time. - Okay, that's what we mean to say. - That's what our argument was. Whatever you guys have said, put it there. - No, that's what we need to say. We just want to make sure that we're saying it correctly. - So if they are wrong, then that's your - So depressed yeah. - All right, so shall I read through the conclusion. - No, I mean you already read that. - Okay, it was right the way it was. - Yep. - Is this confusing? - Motion is to-- - You would deny the grievance, and uphold the chief's findings. - So I would take a motion to deny the grievance and uphold the chief's finding. - I will move to deny the grievance and uphold the chief's finding. - Need a second. - Second. - I have a second, all in favor. - [All] Aye. - Any oppose, that passes unanimously. All right, where was I? - All right, cruise for public hearings. Do we have more? - Okay, public hearings. Staff, do we have anything on public hearings? - No, I think that's part of the formal agenda but they have a hard time taking it off. - Yeah. - Okay. Informational, one. Recruitment being initiated for a new sewer maintenance worker position approved as part of the 2019 budget of staff. - So this is included as informational because it was just approved in our 2019 budget. We want to let you be aware that we will be starting recruitment. We're hoping to hire someone January 1st, 2019 or have someone start at that time. - Okay. - Okay. - And then we motion on that? - Would you like it? - Or would you like it all together? - You can do it either way you want to do it, it's nothing. - Okay, reported routine, personnel actions for regular employees. Does anyone have any questions on that? All right, I would entertain a motion. - I motion that we adjourn. Oh, would you receive-- - I'm sorry. - Okay, and now I need a second. - I second. - And we have a second from Alder Dorff. All in favor? - [All] Aye. - Any oppose, that passes unanimously. I would entertain a motion for item number three. Oh that's all part of it, I'm sorry. - Are you going to have a meeting on November 27? - So we will have to have a meeting to finalize the findings. So that we have the 27th down right now. - That's the idea. - Can we get a quorum at that meeting? - So if you three of you could be there, then that's-- - So I guess we're open to whatever day works best for you but what we could do right now is have it on 27th. - Tuesday, 27th right? Does that work for everybody? - Fine with me. - Yeah. Yeah, I'm gonna be in, okay. - Does it have to be within 10 days? - At least 10 working days but that's not until we can double check on that to make sure 'cause we do have the holidays in there. - Right, if you guys wanted to do it, I mean if this is the only thing that's gonna be on the agenda. - So we don't, we might have some other things on the agenda. - All right, let's put it on the 27th at

4:30. - I'll be excused. - If anyone has anything come up, we can certainly entertain moving it, massaging it because it may just be one item or if it turns out to be several. - Provided that it's within 10 working days. - 10 working days, okay. - I just want to ask, it's easy for me to wander. - I motion to adjourn. - Motion to adjourn? - Second. - Second, all in favor? - [All] Aye. - Any oppose? - Nope. - Nope. Let's turn off those recorder, guys. - Be sure to leave them-- - You want this? - Oh yeah, I'll take it unless you want to keep. - You guys.