



AGENDA OF THE PERSONNEL COMMITTEE

**TUESDAY, OCTOBER 8, 2019, 4:30 PM
CITY HALL, ROOM 207**

A. Roll Call.

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

B. Approval of the Agenda.

C. Approval of Minutes.

- I. Approval of the minutes from September 24, 2019.

D. Regular Business.

- I. Consideration with possible action on request to fill the following replacement position and all subsequent vacancies resulting from internal transfers.
 - a. Park Maintenance Worker - Parks, Recreation and Forestry
2. Consideration with possible action to increase dental insurance premiums 3%.
3. Consideration with possible action on request by Ald. Wery to discuss customer service standards and work expectations of inspectors. Investigate the addition of evening and/or weekend inspection hours.
4. Consideration with possible action to create City of Green Bay Policy Chapter 32 Employee Resource Groups.
5. Consideration with possible action on the Grievance filed by Officer Matthew Lynch regarding the attendance of K9 training issued July 19, 2019.

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.

E. Informational.

1. Report of routine personnel actions for regular employees.
2. Next meeting date: October 29, 2019.

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 Common Council will attend this Personnel Committee meeting and will constitute a meeting of the Common Council 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

October 8, 2019

PREPARED BY

AGENDA ITEM # D.I.

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

a. Park Maintenance Worker - Parks, Recreation and Forestry

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 10.08.19
2. Park Maintenance Worker - J. Baye 10.16.19

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Position

Date: October 8, 2019

The Human Resources Department is requesting authorization to fill the following replacement position approved as part of the 2019 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Park Maintenance Worker – Replacement position due to the retirement of James Baye effective October 16, 2019. Salary range: \$19.96 - \$23.49 per hour.

**Position Fill Request
Justification Report
September 24, 2019**

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 will be vacant as a result of the retirement of James Baye on October 16, 2019.

- 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 budgeted. The wage range is \$19.96 - \$23.49 per hour.

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

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

- 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. We are also responsible for 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?**

When vacancies occur in this classification, we are unable to meet all of the maintenance needs of our parks and facilities. As positions become vacant, we prioritize and reprioritize our daily work. The effect is that 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: New 4K building at the Wildlife Sanctuary, 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, Falling Star and the new Big Wheel Ferris Wheel amusement rides; as well as several miles of trails.

We have assumed the work at the additional facilities (above) while seeing a reduction in staff of 6 of these full-time Park Maintenance Workers and 10 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 if we do not maintain our staffing levels accordingly.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

AGENDA ITEM # D.2.

Consideration with possible action to increase dental insurance premiums 3%.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

AGENDA ITEM # D.3.

Consideration with possible action on request by Ald. Wery to discuss customer service standards and work expectations of inspectors. Investigate the addition of evening and/or weekend inspection hours.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Wery's Communication 9.10.19

Kris Teske

From: Chris Wery <chriswery@att.net>
Sent: Monday, September 9, 2019 7:57 PM
To: Kris Teske
Subject: Communication

Hi Kris!

TO: Improvement and Services Committee, Personnel Committee
RE: Discuss, with possible action, policies and procedures of the Inspection Department as it applies to communicating and working with constituents who request their alderman's assistance. Further, to discuss customer service standards and work expectations of inspectors. Investigate the addition of evening and/or weekend inspection hours.

Alderman Chris Wery
920-490-9282
chriswery@att.net
Facebook: Alderman Chris Wery, District 8 City of Green Bay



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

AGENDA ITEM # D.4.

Consideration with possible action to create City of Green Bay Policy Chapter 32 Employee Resource Groups.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Personnel Committee Memo - Employee Resource Groups
2. CITY OF GREEN BAY PERSONNEL Policy - Chapter 32 - Employee Resource Grou...
3. 2019 City of Green Bay ERG Application
4. 2019 City of Green Bay Charter Template

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Joseph W. Faulds, Human Resources Director

Re: Employee Resource Groups

Date: October 8, 2019

Employee Resource Groups

The City's vision is to be a model municipal employer by leveraging diversity and fostering inclusion to deliver the best public service. The City's mission and goals involve creating a culture which values the contributions of all City employees and provides equal opportunity for professional development and career advancement. To further this, the City is committed to encouraging, facilitating, and supporting the work of Employee Resource Groups (ERG) as a mechanism to build community, and foster awareness, respect, and inclusion within the workplace.

An ERG is an employee group that has been formally recognized by the City, and is comprised of employee-members who share a common background, focus area, set of interests and/or goals. The City encourages employees to form ERGs to promote diversity, interact with fellow employees on an informal basis, recognize employee achievements, and encourage employees to be heard, valued, and engaged.

Encl. Created Ch. 32 – Employee Resource Groups
Employee Resource Group Application
Employee Resource Group Template Charter



CITY OF GREEN BAY PERSONNEL POLICY

Policy Title Employee Resource Groups	Policy Reference Chapter 32
Policy Source Human Resources Department	Legal Review Date
Personnel Committee Approval	City Council Approval

- 32.1 **PURPOSE.** The purpose of this policy is to define the authority and scope of responsibility associated with City of Green Bay Employee Resource Groups (ERGs) and to establish accountability standards for the efficient, productive, and successful operation of such groups. An ERG is an employee group that has been formally recognized by the City, and is comprised of employee-members who share a common background, focus area, set of interests and/or goals. ERGs foster an environment of inclusion. The City encourages employees to form ERGs to promote diversity, interact with fellow employees on an informal basis, recognize employee achievements, and encourage employees to be heard, valued, and engaged.
- 32.2 **POLICY STATEMENT.** The City is committed to encouraging, facilitating, and supporting the work of Employee Resource Groups as a mechanism to build community, and foster awareness, respect, and inclusion within the workplace. The City believes that ERGs can be instrumental in achieving one or more of the following goals:
- Strengthen the City's ability to recruit a diverse workforce;
 - Provide safe and supportive employee networks organized around shared characteristics or interest which help improve working relationships and create a more inclusive and attractive work environment;
 - Create an open forum for the exchange of ideas on how to better engage all City residents and provide exceptional services to the public;
 - Help foster opportunities for personal and professional development for City employees;
 - Empower employees and develop leaders; and
 - Help identify gaps and opportunities in the City's talent acquisition and employee

development process.

32.3 ESTABLISHMENT OF AN ERG. To be formally recognized as a City supported ERG, the ERG must have the following:

- a. An approved application by the Human Resources Department followed by an ERG Charter developed by the group. The Charter should include a formal governance structure including a mission statement, defined roles and responsibilities, and a clearly defined goals and initiatives. ERG Charters will be approved by Human Resources;
- b. A documented recruitment plan including strategies to introduce new and current employees to the ERG and the City's organizational culture;
- c. Well documented strategies to seek the support of a management level sponsor or ally who will be available to provide guidance and support and who will serve as an advocate and share information with leadership;
- d. Rules that document efforts to ensure that meetings and events are open to any City employee who wishes to attend;
- e. Activities that are aligned with the goals established within this Policy for the City and not a specific department, section, or workgroup; and,
- f. Rules of conduct that require members to operate in a supportive, inclusive, and respectful manner towards each other and towards other ERGs.

32.4 MEMBERSHIP ELIGIBILITY AND OPERATION. Membership in a City sponsored ERG is voluntary and open to all City of Green Bay employees. Participation in a City sponsored ERG must not conflict with work responsibilities. ERG activities are prohibited when they conflict with City of Green Bay policies, standards of conduct, personnel policies and procedures, state or federal law, or provisions of the City of Green Bay Municipal Code.

ERGs may not be organized solely for general interest, recreation, sports, or hobby purposes, although an ERG may include such activities if it can demonstrate how it relates to its mission and purpose.

Participation in an ERG or ERG sponsored activities during the employees regularly scheduled work hours is permitted provided that such participation does not conflict with the employees work responsibilities or the service delivery needs of the department.

Employees are required to obtain supervisory approval to participate in ERG events and activities during work hours. Participation in an ERG or ERG sponsored event outside of work hours is on the employee's time.

Consistent with the City's commitment to diversity and inclusion, ERGs are encouraged to collaborate to the maximum extent feasible to facilitate understanding between groups and to maximize resources for the benefit of each group.

32.5 ROLES AND RESPONSIBILITIES.

32.5.1 Human Resources Department:

- a. Receive and review applications and approve the ERG Charter that formally establishes the ERG.
- b. Ensure that ERGs are operating within scope of authority established in this Policy and in support of the City's interests in diversity and inclusion.
- c. Attend ERG meetings as necessary and respond to questions, concerns, and recommendations.
- d. Provide support and guidance as necessary and facilitate access to resources, policies, and decisions in support of the ERGs missions and goals.

32.5.2 Managers/Supervisors

- a. Encourage and support employee participation in ERGs and facilitate attendance to meetings and activities.
- b. Provide information on resources and provide guidance and direction as needed.
- c. Become an ally of one or more ERGs and encourage other members of leadership to volunteer as sponsors and help advance the ERGs platform.
- d. Be reasonably responsive to requests for guidance from the ERG or its Steering Team.

32.5.3 ERG Members

- a. Ensure that a Steering Team exists of at least two members to plan and organize events and communicate with members of the ERG and City employees.
- b. Ensure that ERG activities are consistent with this Policy.
- c. Ensure that the ERG remains open to all employees who wish to participate.
- d. Ensure that activities and decisions are consistent with the principles of diversity and inclusion.
- e. Ensure that members adhere to City of Green Bay policies in conduct and activities.
- f. Ensure that participation in an ERG or ERG related activities does not conflict with work responsibilities or the department's ability to meet its service to the

public.

- g. Maintaining a positive respectful and productive ERG atmosphere

32.6 PROHIBITED ACTIVITIES. ERGs are prohibited from engaging in the following activities:

- a. Activities that engage in political activities, make political or legislative endorsements, or promote candidates for public office.
- b. Activities that seek to promote a particular belief or ideology.
- c. Activities that support or make recommendations regarding the employment or hiring of any person.
- d. Activities that represent or can be construed as representing or serving as an advocate in Complaints or disputes on behalf of an employee or employee group.
- e. Make direct charitable donations.
- f. Activities that address issues concerning wages, hours or any other item or condition of employment.

32.7 NON DISCRIMINATION. ERGs are required to operate within the City's Harassment & Discrimination in the Workplace policy and may not discriminate in membership or participation based on any category.



The City of Green Bay is a leader in employee health and wellness with its Health | 1265 program and a goal to engage all employees in their own health and well-being

EMPLOYEE RESOURCE GROUP APPLICATION

Below are questions to be answered by the individual Employee Resource Group when submitting to the Human Resources Department. All Employee Resource Groups must submit an application for review and approval for formal recognition of the Employee Resource Group. After the application is reviewed and approved, the Human Resources Department will work with the Employee Resource Group to create its charter. Please submit questions or a completed application to the appropriate office.

Name of Employee Resource Group:	
Name of the Employee Resource Group applicant:	
Title:	
Office:	
Phone:	Email:
Signature:	Date:
What is the group's purpose (500 words or less)?	
What is your Employee Resource Group's proposed Mission Statement?	

Please provide three examples of how your group's mission and purpose serves the City's Employee Resource Group purpose and policy. 1. 2. 3.		
Signatures of at least 5 City of Green Bay employees who indicate they will join your Employee Resource Group. Attach a list of any additional employees.		
Print Name	Title	Employee Signature
1.		
2.		
3.		
4.		
5.		

EMPLOYEE RESOURCE GROUP APPLICATION APPROVAL

The application for _____ Employee Resource Group has been reviewed by the Human Resources Department and the Applicant's Department Head or Supervisor and forwarded with the following recommendation:

Approve: _____ Disapprove: _____

Comments:

Signature

Date



The City of Green Bay is a leader in employee health and wellness with its Health | 1265 program and a goal to engage all employees in their own health and well-being

EMPLOYEE RESOURCE GROUP CHARTER TEMPLATE

PREAMBLE

Consistent with the City of Green Bay's vision to be a model municipal employer by leveraging diversity and fostering inclusion to deliver the best public service, the City's mission and goals involve creating a culture which values the contributions of all City employees and provides equal opportunity for professional development and career advancement.

The City of Green Bay's diversity and inclusion goals include: (1) Support participation in Women in STEM and provide Women in STEM with access to agency senior leadership; (2) utilize Women in STEM to assist in outreach to diverse organizations; (3) utilize Women in STEM to provide input on strategies and outreach for hiring, retaining and promoting a diverse workforce; and (4) support mentoring programs that are sponsored by Women in STEM.

ARTICLE I: NAME

1.1 NAME

This organization shall be known as the Women in STEM.

ARTICLE II: MISSION

2.1 MISSION

The Mission of the Women in STEM ERG is to be a strategic partner with the City of Green Bay to promote a culture of diversity and inclusion through continual learning. The Women in STEM ERG will advance the understanding and inclusion of employees with a common background, set of interests and/or goals. The vision, mission, goals, policies and activities of Women in STEM are fully aligned with those of the City of Green Bay's mission, goals, and policies.

The Women in STEM ERG will be a valuable mechanism to: (1) build a culture that fosters awareness, respect and inclusion in the workplace; (2) establish programs and activities aligned with the mission of the City of Green Bay; (3) provide employees opportunities to develop and grow, and for supervisors to access innovative concepts and unique solutions to challenges faced by the City of Green Bay.

[The Women in STEM adds its own mission statement, reflecting the purpose of the group, the work it intends to achieve, and/or the principles or beliefs that guide the ERG's work. The statement should be limited to a paragraph.]

ARTICLE III: MEMBERSHIP

3.1 ELIGIBILITY

Membership in the ERG is available to all City employees. The ERG shall provide a roster of employees to Human Resources on a yearly basis. All members are eligible to be members of the Steering Team.

3.2 Recruitment

The Women in STEM ERG plan to recruit employees for this ERG by posting flyers in break rooms and sending out email communications to current and new employees.

ARTICLE IV: STRUCTURE AND OPERATIONS

4.1: LEADERSHIP, ROLES & RESPONSIBILITIES

The Group shall have an Employee Leader. This individual shall:

1. Schedule and organize meetings;

4.2: Terms of Office for the Steering Team

There are no limitations on the number of terms of office an individual may hold.

5.1 MEMBERSHIP MEETINGS

There shall be regular meetings of the ERG on a date and place to be designated by the Steering Team. This meeting shall be held at a specified location and announced to members of the ERG. The ERG shall send a notice of each regular meeting to each member of the ERG.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

October 8, 2019

PREPARED BY

AGENDA ITEM # D.5.

Consideration with possible action on the Grievance filed by Officer Matthew Lynch regarding the attendance of K9 training issued July 19, 2019.

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.

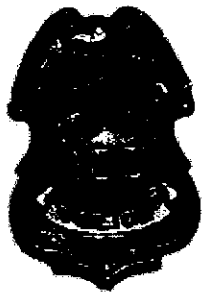
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. GBPPA Step 3 Grievance 19-003 to Personnel Committee - 10-08-19
2. GBPPA's Submission to Personnel Committee (Lynch K-9 Grievance)
3. City Step 3 Response to Grievance 19-003 - Personnel Committee 10-08-19
4. City Step 3 Response to Atty Cermele- 10-08-19



Green Bay Professional Police Association

Representing the brave men and women serving and protecting "Titletown, USA"

August 7th, 2019

Personnel Committee
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

GBPPA Grievance #19-003

Dear Members of the Committee,

Attached with this letter is a Green Bay Professional Police Association Contract Violation Information Form (Grievance) being turned over to your Committee for step III of the grievance process. I also included the following documents for your review. A copy of the original grievance form given to Chief Smith; Chief Smith's response; and Director Joe Fauld's response issued on 07-19-19.

In summary, Officer Matt Lynch is a member of the GBPD K9 Unit in good standing. His K9 Partner George was retired by the Police Department. According to our collective bargaining agreement, Officer Lynch will be in line to handle the next K9 the Department acquires. While no K9 acquisition is anticipated at this time, due to the dangerous nature of police work, health and duty fitness for existing K9's or their handlers could change at any time. At this time, K9 Handler Lynch is not being allowed to attend monthly K9 trainings. The Association opines that he has a right to continue to train with the K9 Unit based on article 7.3 of the collective bargaining agreement.

Thank you for your time.

Respectfully,

A handwritten signature in black ink, appearing to read "P. Scanlan".

Phillip J Scanlan, President
Green Bay Professional Police Association
I.U.P.A Local #215

Green Bay Professional Police Association Contract Violation Information Form

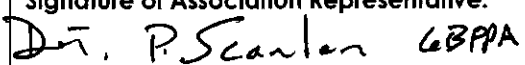
Date of Occurrence: 05-08-19	Grievance step – check one 1 ☐ 2 ☐ 3 ☒
Officer's Name/Rank: (If association as a whole write GBPPA)	Division/Assignment: Patrol/Evenings K9/Handler
This grievance alleges a violation of article 7 section 7.3.3 of the labor agreement and/or department policy pertaining to:	

Description of Grievance – state all facts including time, place of incident, persons involved, etc.

See attached documentation

Relief Sought:

K9 Handler Matt Lynch be allowed to attend/participate in k9 trainings in accordance with article 7.3.3 of the 2016-2019 Collective Bargaining Agreement.

Signature of Employee:	Signature of Association Representative: 	Date Filed: 08-07-19
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Employer Representative Response:

Employers representative signature	Title	Date Grievance received:	Date Answered
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Matter resolved: Yes ☐ No ☐ If yes, How?

RECEIVED

MAY 28 2019

GREEN BAY POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE**Grievance #2019 - 003****Green Bay Professional Police Association
Contract Violation Information Form**

Date of Occurrence: 05-08-19	Grievance step - check one 1 ☒ 2 ☐ 3 ☐
Officer's Name/Rank: (If association as a whole write GBPPA) Spec. II K9 Handler Matthew Lynch	Division/Assignment: Patrol/Evenings K9/Handler
This grievance alleges a violation of article 7 section 7.3.3 of the labor agreement and/or department policy pertaining to: K9 Unit	

Description of Grievance - state all facts including time, place of incident, persons involved, etc.

K9 George was retired effectively the week of April 30th to May 2nd. On 05/03/19 K9 Handler Lynch was ordered by Commander Warych via e-mail that he was not going to be allowed to attend the Monthly K9 Maintenance training for 05/08/19 on a regular basis. The e-mail advised he would be notified in the future if his skills/services were needed for a particular training. Handler Lynch was also ordered to turn in his K9 Squad at that time.

Officer Reetz and Officer Conley were allowed to continue to go to monthly K9 trainings until their K9 partners were replaced. Officer Clark, Brann, Salzmann were allowed to attend K9 trainings prior to going to Kansas to pick up their new K9 partners. They were also allowed to attend the K9 trainings after they returned without their K9 partners after selecting their future partners before the initial training with the vendor.

Commander Warych also advised in the e-mail that Officer Lynch is still in good standing and a member of the K9 Unit. Quote from e-mail "You are not being removed from your position on the K-9 unit thus article 3.5 of the contract does not apply. You are still a member of the GBPD K-9 unit in good standing."

Relief Sought:

1. K9 Handler Lynch be allowed to attend all K9 trainings as a member of the unit.

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 supervisory approval.

- a. When feasible all canine officers will train together as a unit.
- b. Training will be twice per month.
- c. Training will be allowed regardless of staffing or call volume, except in emergency situations as determined by the Chief of Police or designee.

~~Matthew Lynch~~
~~Spec. II K9 Handler~~
~~PSecular 8-7-19~~

Signature of Employee: <i>Matthew Lynch</i>	Signature of Association Representative: <i>[Signature]</i> #400	Date Filed: 5-29-19
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Employer Representative Response:

SEE ATTACHED Chief's Response (PS)



Employers representative signature	Title	Date Grievance received:	Date Answered 6/4/19 (PS)
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Matter resolved: Yes ☐ No ☒ ^{PS} If yes, How?

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Grievance Response, No. 2019-003

Issue No. 1.

K-9 handler Lynch should be allowed to attend all K-9 trainings as a member of the unit.

Findings Issue No. 1.

The grievance is denied.

Rationale.

Pursuant to Article 1, Section 1.2, there is no immediate plan for a 7th Canine team for the Green Bay Police Department. Funding, personnel vacancies, workload and other factors make the 7th canine team unworkable at this time. There will not be a 7th canine team until operational needs indicate that one is needed. There is no date set for the purchase and deployment of any new canine.

Officers Reetz, Conley, Clark, Salzmann, and Brann were allowed to attend training in advance of expected dogs. In each case the purchase of canine for each of these officers was planned. There is no plan to purchase or deploy additional canines at this time.

Past practice is that when officers have their canine partners were removed from service (specifically Dave Eklund, Fred Laitinen and Scott Peters) the officers turned in their K-9 vehicle and ceased going to training.

Training is for canine teams, not individuals without canines. If in the future we are forced to further reduce the number of canines to 3 or 2 teams, we would not allow 4 or 5 canine officers to attend training to watch other officers train their canines. Allowing a canine officer without a canine to attend training is not operationally necessary and is wasteful of Department and taxpayer resources.

Should Officer Lynch wish to continue training with the canine units, he could apply and become a canine decoy under the conditions outlined in the contract, article 7.3.5. Once it is determined that a new canine is or will be brought on the team, resume training in advance of new canine.

Pursuant to Article 1, Section 1.2, the City has determined that there will be only 6 Canine positions going forward until operational needs have changes and been determined. Officer Lynch is not removed from the list for a Canine Officer.

Without a canine or the immediate plan for a canine, allowing Officer Lynch to attend 17 hours of training (without a canine) per month would be a gross misuse of Department resources and taxpayer funds. Additionally it has not been the historical practice of the Green Bay Police Department.

Issue No. 2.

Canine handler Lynch would like to have his squad returned to be able to travel to and from canine trainings and return home.

Findings Issue No. 2.

The grievance is denied.

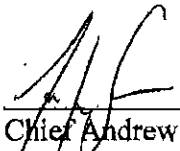
Rationale No. 2:

There is no contractual agreement for the assignment of a canine vehicle to all canine team members. Article 7, Section 7.3.8 covers the use of a canine vehicle, and 7.3.8 prohibits the personal use of a canine car without a canine.

The canine vehicle is for use when the canine itself is being transported. If an officer is not assigned a canine, there is no need for a canine vehicle. To provide a canine vehicle to an officer not assigned a canine would be a gross misuse of City and Department resources and taxpayer money.

Nothing in the contract states that canine officers receive a car. There is no operational need for an officer without a canine to use a City vehicle. Further, Article 29 of the contract does not provide for a Department vehicle to travel to training within the County.

Past practice is that when a canine retires and there is no immediate plan to acquire an additional canine, the officer relinquishes their canine vehicle.



Chief Andrew Smith
Green Bay Police Department

Date: 5-30-19



The City of Green Bay is a leader in employee health and wellness with its ~~Health~~ 1265 program and a goal to engage all employees in their own health and well-being

July 19, 2019

Officer Matthew Lynch
Green Bay Police Department
307 S. Adams Street
Green Bay, WI 54301

Sent via email: mattly@greenbaywi.gov

RE: Step 2 – Grievance Response (2019-003)

Dear Officer Lynch,

The following is my review of the grievance regarding your request to attend Canine training and use a Canine squad consistent with contract language under 7.3.3 and consistent practice of this language.

- The language of 7.3.3 of the current bargaining agreement states as follows:

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 supervisory approval.

- a. When feasible all canine officers will train together as a unit.
 - b. Training will be twice per month.
 - c. Training will be allowed regardless of staffing or call volume, except in emergency situations as determined by the Chief of Police or designee.
- K9 George was retired effectively the week of April 20th to May 2nd.
- In the past, Canine Officers have been allowed to go to training when the officers were awaiting to replace his or her retired Canine.
- In the past, Canine Officers have not attended training when there was no plan to replace his or her retired Canine.
- In the past, when there was no intent to replace a Canine for an officer, the officer returned the Canine Squad and equipment to the department.

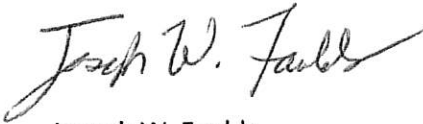
- The Police Department does not intend to replace the retired Canine, George.

The contract language that states: "Training will be allowed regardless of staffing or call volume, except in emergency situations as determined by the Chief of Police or designee" is intended to describe the staffing or call volume of the whole police department. It does not mean the staffing of a Canine. Since that language pertains to the staffing of police officers and not the staffing of Canines, this language does not create an exception for you to attend training without a Canine.

In addition, there is no past practice that pertains to your specific situation that allows for you to attend training without a Canine. While it is true that Canine Officers have been allowed to attend trainings when the officers did not have a Canine, those officers were awaiting for his or her dog to arrive when the officers attended the training. There have been other situations when officers who were not going to receive another Canine were not able to attend training. If the Police Department chooses to purchase another Canine for the Canine unit, then you will be able to work with that Canine and also able to attend training with your Canine. Likewise, since you do not have a Canine, there is no need for you to have a Canine squad or equipment.

Based on my review of the grievance, the grievance is denied.

Respectfully submitted,



Joseph W. Faulds
Human Resources Director

Cc: Police Chief Andrew Smith (via email only)
Attorney Jon Cermele (via email only)
GBPPA Representative Phil Scanlan (via email only)

CERMELE & MATTHEWS, S.C.

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PATRICK McDONALD
patrick@cermelelaw.com

October 3, 2019

Personnel Committee
Green Bay Common Council
100 North Jefferson Street
Green Bay, WI 54301

Re: *Canine Training Grievance- Step 3 (Personnel Committee)*
- *Ofc. Matt Lynch, #2019-003*

Dear Members of the Committee:

Please consider this submission on behalf of the Grievant, Ofc. Matt Lynch, and the Green Bay Professional Police Association.

This is a simple matter. The issue is whether Ofc. Lynch, should be allowed to attend monthly maintenance training with the other K-9 Handlers.

The language of the Labor Agreement is clear. Article 7.3.3 mandates 3 things:

1. All K-9 Handlers shall engage in 17-hours of maintenance training per month;
2. Training will be allowed regardless of staffing or call volume (except in an emergency), and;
3. All K-9 Handlers will train together as a unit (when feasible).¹

-
1. The precise language of Article 7.3.3 is as follows:

“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 supervisory approval.

- a. When feasible all canine officers will train together as a unit.
- b. Training will be twice per month.
- c. Training will be allowed regardless of staffing or call volume, except in emergency situations as determined by the Chief of Police or designee.” *Article 7.3.3 Labor Agreement.*

REPRESENTING LAW ENFORCEMENT UNIONS AND INDIVIDUAL OFFICERS
THROUGHOUT THE STATE OF WISCONSIN.

Offices also located in Arbor Vitae, WI - Vilas County (715) 356-5164



There is no question Ofc. Lynch is a member of the K-9 Unit. In fact, on May 3, 2019 (the date on which Ofc. Lynch was told to no longer attend monthly training), Commander Warych has acknowledged via email that “You are not being removed from your position on the K-9 Unit thus article 3.5 of the contract [which requires “cause” for removal from a specialty unit] does not apply. You are still a member of the GBPD K-9 Unit in good standing.”

There was also no “emergency” that would have interfered with Ofc. Lynch having attended such training.

Finally, it was entirely “feasible” for all K-9 Handlers to train as a unit when Ofc. Lynch was prevented from joining such training.

The H.R. Director denied the grievance based on 2 factors:

1. That Ofc. Lynch’s dog had been retired (and the PD was not presently looking to replace it), and;
2. What the Department identified as a past practice.

However, there is nothing in the Labor Agreement that makes an exception to the requirement to attend monthly maintenance training if a K-9 Handler does not currently have a dog assigned to him.

Moreover, the City’s “past practice” argument is completely misplaced. Both the Wisconsin Court of Appeals and the Wisconsin Supreme Court have recognized that the parties’ “past practice” becomes relevant when and if the language of a labor agreement is ambiguous. *Wisconsin Law Enforcement Ass’n, Local 1 v. State, Dep’t of Transp.*, 2010 WI App 27, ¶16, 323 Wis. 2d 444, 456, 780 N.W.2d 170, 176, citing *Cutler–Hammer, Inc. v. Industrial Comm’n*, 13 Wis.2d 618, 625, 109 N.W.2d 468 (1961) (past practice is relevant when interpreting ambiguous language in collective bargaining agreements). That is certainly not the case here. The language of the Agreement is crystal clear and requires that Ofc. Lynch engage in maintenance training for 17 hours per month. As a result, the parties “past practice” is completely irrelevant.

The City’s October 1, 2019 submission to this Committee asserts that “there is no contractual language that permits a Canine Officer to go to Canine training when the Canine Officer has not been assigned a Canine.” *Faulds’ 10/01/19 submission*, at 2. But that misses the point entirely, and turns this issue on its head. The contract need not address every possible event that could effect training. The monthly maintenance training provision simply mandates that all K-9 Handlers engage in a specific amount of training on a monthly basis, with very limited exceptions; none of which apply here. That, of course, makes sense, as even K-9 Handlers who do not presently have a dog assigned to them might be needed to assist (or temporarily replace) an officer who does have a dog (i.e, in case of sickness, emergency, etc.)

In the end, the language of the Labor Agreement is clear and unambiguous, and requires that the Department allow Ofc. Lynch to attend monthly maintenance training with the K-9 Unit. The reason is simple; as long as he remains a member of that Unit, he is required by the terms of Article 7.3.3 to attend such training.

As a result, the grievance should be upheld.

Sincerely,

~~CERMELE & MATTHEWS, S.C.~~

Jon Cermele

JC/bms

PC: Phil Scanlan (via email)
Joe Faulds (via email)



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October 1, 2019

Personnel Committee
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Grievance #2019-003 Officer Matt Lynch

Dear Personnel Committee,

This correspondence is in response to the Step 3 Grievance #2019-003 submitted by Phil Scanlan, President of the Green Bay Professional Police Association. In addition, please see the enclosed documents for the Personnel Committee's consideration:

1. Chief Andrew Smith Step 1 Response – 05/30/19
2. Human Resources Director Joe Faulds Step 2 Response – 07/19/19

The City requests that the Personnel Committee deny the Association's grievance asking for the City to allow Officer Lynch to attend K9 training without a canine because there is no contractual language or past practice that permits Officer Lynch to attend canine training without a canine.

In this current matter, Officer Lynch's canine, George, retired effectively the week of April 20th to May 2nd. Since there is no anticipation by the Police Department to replace George, the Police Department did not allow Officer Lynch to attend canine training as he does not have a canine to train with at the training. This is consistent with past practice where Canine Officers are not allowed to attend canine training when there is no intention to replace his or her canine. The only time Canine Officers have been allowed to go to training without a canine is when the officers were awaiting to replace his or her retired Canine. Similarly, the Police Department does not allow the Canine Officer to retain the Canine squad and equipment if there was no intention to replace the Canine.

The language of 7.3.3 of the current bargaining agreement states as follows:

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 supervisory approval.

- a. When feasible all canine officers will train together as a unit.

- b. Training will be twice per month.
- c. Training will be allowed regardless of staffing or call volume, except in emergency situations as determined by the Chief of Police or designee.

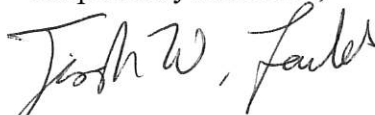
As stated in 7.3.3, there is no contractual language that permits a Canine Officer to go to Canine training when the Canine Officer has not been assigned a Canine. In addition the contract language that states: "Training will be allowed regardless of staffing or call volume, except in emergency situations as determined by the Chief of Police or designee" is intended to describe the staffing or call volume of the whole police department. It does not mean the staffing of a Canine. Since that language pertains to the staffing of police officers and not the staffing of Canines, this language does not create an exception for Officer Lynch to attend training without a Canine.

Moreover, there is no past practice that pertains to Officer Lynch's specific situation that allows for him to attend training without a Canine. In order for a past practice to be binding, the past practice must be: 1) unequivocal; 2) clearly enunciated and acted upon; and 3) readily ascertainable over a reasonable period of time as a fixed, and established practice accepted by the parties. *City of Cumberland*, Case 18 No. 55310 MA-9976 (Meier, 4/23/98).

In order for a party to show that a past practice is unequivocal, the past practice has to be applied consistently and uniformly. *Sparta Manufacturing*, Case 42, No. 58554, A-5826 (Emery, 08/31/2000). In the past, a Canine Officer has not been allowed to attend canine training when the police department had no intention of replacing the officer's canine. The only time Canine Officers have been allowed to attend trainings without a canine is when the police department anticipated that it would replace the officer's canine. As such, the Association cannot demonstrate that allowing Canine Officers to attend Canine training without a canine is a binding past practice because the past practice is not unequivocal. The only consistent and uniform practice that can be shown is that when an officer is not anticipated to receive a canine, then that officer is not allowed to go to training. Since Officer Lynch is not expecting a Canine, he should not be allowed to attend training until he is paired with a Canine or is expected to be paired with a Canine.

Overall, the grievance shall be dismissed because there is no contractual language or binding past practice that permits Officer Lynch to attend Canine Training without a Canine.

Respectfully submitted,



Joseph W. Faulds
Human Resources Director

Cc: GBPPA Representative Phil Scanlan (via email only)

Grievance Response, No. 2019-003

Issue No. 1.

K-9 handler Lynch should be allowed to attend all K-9 trainings as a member of the unit.

Findings Issue No. 1.

The grievance is denied.

Rationale.

Pursuant to Article 1, Section 1.2, there is no immediate plan for a 7th Canine team for the Green Bay Police Department. Funding, personnel vacancies, workload and other factors make the 7th canine team unworkable at this time. There will not be a 7th canine team until operational needs indicate that one is needed. There is no date set for the purchase and deployment of any new canine.

Officers Reetz, Conley, Clark, Salzmann, and Brann were allowed to attend training in advance of expected dogs. In each case the purchase of canine for each of these officers was planned. There is no plan to purchase or deploy additional canines at this time.

Past practice is that when officers have their canine partners were removed from service (specifically Dave Eklund, Fred Laitinen and Scott Peters) the officers turned in their K-9 vehicle and ceased going to training.

Training is for canine teams, not individuals without canines. If in the future we are forced to further reduce the number of canines to 3 or 2 teams, we would not allow 4 or 5 canine officers to attend training to watch other officers train their canines. Allowing a canine officer without a canine to attend training is not operationally necessary and is wasteful of Department and taxpayer resources.

Should Officer Lynch wish to continue training with the canine units, he could apply and become a canine decoy under the conditions outlined in the contract, article 7.3.5. Once it is determined that a new canine is or will be brought on the team, resume training in advance of new canine.

Pursuant to Article 1, Section 1.2, the City has determined that there will be only 6 Canine positions going forward until operational needs have changes and been determined. Officer Lynch is not removed from the list for a Canine Officer.

Without a canine or the immediate plan for a canine, allowing Officer Lynch to attend 17 hours of training (without a canine) per month would be a gross misuse of Department resources and taxpayer funds. Additionally it has not been the historical practice of the Green Bay Police Department.

Issue No. 2.

Canine handler Lynch would like to have his squad returned to be able to travel to and from canine trainings and return home.

Findings Issue No. 2.

The grievance is denied.

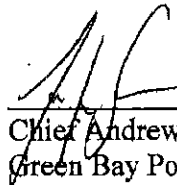
Rationale No. 2:

There is no contractual agreement for the assignment of a canine vehicle to all canine team members. Article 7, Section 7.3.8 covers the use of a canine vehicle, and 7.3.8 prohibits the personal use of a canine car without a canine.

The canine vehicle is for use when the canine itself is being transported. If an officer is not assigned a canine, there is no need for a canine vehicle. To provide a canine vehicle to an officer not assigned a canine would be a gross misuse of City and Department resources and taxpayer money.

Nothing in the contract states that canine officers receive a car. There is no operational need for an officer without a canine to use a City vehicle. Further, Article 29 of the contract does not provide for a Department vehicle to travel to training within the County.

Past practice is that when a canine retires and there is no immediate plan to acquire an additional canine, the officer relinquishes their canine vehicle.



Chief Andrew Smith
Green Bay Police Department

Date: 5-30-19



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July 19, 2019

Officer Matthew Lynch
Green Bay Police Department
307 S. Adams Street
Green Bay, WI 54301

Sent via email: mattly@greenbaywi.gov

RE: Step 2 – Grievance Response (2019-003)

Dear Officer Lynch,

The following is my review of the grievance regarding your request to attend Canine training and use a Canine squad consistent with contract language under 7.3.3 and consistent practice of this language.

- The language of 7.3.3 of the current bargaining agreement states as follows:

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 supervisory approval.

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- K9 George was retired effectively the week of April 20th to May 2nd.
 - In the past, Canine Officers have been allowed to go to training when the officers were awaiting to replace his or her retired Canine.
 - In the past, Canine Officers have not attended training when there was no plan to replace his or her retired Canine.
 - In the past, when there was no intent to replace a Canine for an officer, the officer returned the Canine Squad and equipment to the department.

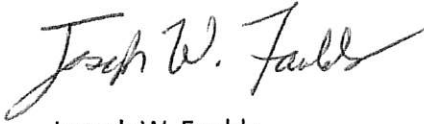
- The Police Department does not intend to replace the retired Canine, George.

The contract language that states: "Training will be allowed regardless of staffing or call volume, except in emergency situations as determined by the Chief of Police or designee" is intended to describe the staffing or call volume of the whole police department. It does not mean the staffing of a Canine. Since that language pertains to the staffing of police officers and not the staffing of Canines, this language does not create an exception for you to attend training without a Canine.

In addition, there is no past practice that pertains to your specific situation that allows for you to attend training without a Canine. While it is true that Canine Officers have been allowed to attend trainings when the officers did not have a Canine, those officers were awaiting for his or her dog to arrive when the officers attended the training. There have been other situations when officers who were not going to receive another Canine were not able to attend training. If the Police Department chooses to purchase another Canine for the Canine unit, then you will be able to work with that Canine and also able to attend training with your Canine. Likewise, since you do not have a Canine, there is no need for you to have a Canine squad or equipment.

Based on my review of the grievance, the grievance is denied.

Respectfully submitted,



Joseph W. Faulds
Human Resources Director

Cc: Police Chief Andrew Smith (via email only)
Attorney Jon Cermele (via email only)
GBPPA Representative Phil Scanlan (via email only)



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October 4, 2019

Personnel Committee
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Grievance #2019-003 Officer Matt Lynch

Dear Personnel Committee,

This correspondence is in response to the Step 3 Grievance #2019-003 submitted by Attorney Jon Cermele on behalf of the Green Bay Professional Police Association.

Attorney Cermele stated that the Association believes a past practice argument is irrelevant. The City agrees.

The Association has narrowed its response to assert that the contract language “The Canine Officer shall be responsible for 17 hours of maintenance training per month on a yearly average” is unambiguous and allows Officer Lynch to attend Canine training without a Canine. The Association asserts that there is no exception that allows the City to prohibit a Canine Officer from attending a Canine training even if that officer does not have a Canine to train with and the City has no intention to replace the canine. The City disagrees with this argument as the City has Management Rights under Article 1.2 to choose whether to replace a canine for an officer and determine whether a Canine Officer without a Canine is able to go to Canine training.

Article 1.2 Management Rights states “The Union recognizes the prerogative of the City, subject to its duties to collectively bargain, to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the City has not *abridged, delegated or modified by this Agreement*, are retained by the City...” (Emphasis Added and see attached Article 1.2). There is nothing in Article 7.3.3 that requires a Canine Officer *without* a Canine to attend maintenance training. Similarly, there is nothing in the contract that discusses what happens when a Canine retires. Since there is nothing that discusses how to handle training for a Canine Officer without a canine and the retirement of a Canine, that power and authority—which has not been abridged, delegated, or modified by the contract—stays with the City. As such, the City has decided that once a Canine is retired and there is no intention of replacing the Canine, then the Canine Officer is not allowed to attend training.

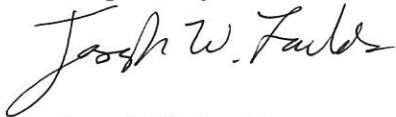
Moreover, this determination by the City is a reasonable work rule as there is no operational need for a Canine Officer without a Canine to attend Canine training. The purpose of Canine Training is to have the Officer and the Canine sharpen their skills together as a team. This is difficult to achieve

when the Canine Officer does not have a Canine to train with. Further, the City argues that it would be unreasonable for the Police Department to allow a Canine Officer to attend training, indefinitely, on a monthly basis, when the officer has no opportunity to train with a canine and the City has no intention to pair the officer with the Canine on a future date.

Lastly, the Police Department is obligated to be a steward of taxpayer dollars and maintain its budget in a cost effective manner. Allowing a Canine Officer without a Canine to attend Canine Training is not an efficient use of taxpayer dollars. As stated by Chief Smith in his Step 1 Response, "[A]llowing a canine officer without a canine to attend training is not operationally necessary and is wasteful of Department and taxpayer resources."

Overall, the grievance shall be denied because the City retains the management rights to determine that a Canine Officer without a Canine cannot attend canine training.

Respectfully submitted,



Joseph W. Faulds
Human Resources Director

Cc: Attorney Jon Cermele, (via email only)
GBPPA Representative Phil Scanlan (via email only)

**CITY OF GREEN BAY - POLICE DEPARTMENT
LABOR AGREEMENT**

THIS AGREEMENT, made and entered into according to the provisions of section 111.70 Wis. Stats. by and between the City of Green Bay as municipal employer, (hereinafter called the "City") and the Bargaining Unit of the Green Bay Police Department (hereinafter called the "Bargaining Unit").

**ARTICLE 1
RECOGNITION/MANAGEMENT RIGHTS**

1.1 **UNIT.** The City agrees to recognize the Bargaining Unit as the bargaining agent for all full-time personnel of the Police Department having powers of arrest employed by the City, excluding the rank of Chief of Police, Commander, Captain and Lieutenant in the matter of wages, hours, and working conditions. Prior to any negotiations, the City shall be furnished with a list of the membership of the Bargaining Unit.

1.2 **MANAGEMENT RIGHTS.** The Union recognizes the prerogative of the City, subject to its duties to collectively bargain, to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the City has not abridged, delegated or modified by this Agreement, are retained by the City, including the power of establishing policy to hire all employees, to determine qualifications and conditions of continued employment, to dismiss, demote, and discipline for just cause, to determine reasonable schedules of work, to establish the methods and processes by which such work is performed. The City further has the right to establish reasonable work rules, to delete positions from the Table of Organization due to lack of work, lack of funds, or any other legitimate reasons, to determine the kinds and amounts of services to be performed as pertains to City government and the number and kinds of classifications to perform such services, to change existing methods or facilities, and to determine the methods, means and personnel by which City operations are to be conducted. The City agrees that it may not exercise the above rights, prerogatives, powers or authority in any manner which alters, changes or modifies any aspect of the wages, hours or conditions of employment of the Bargaining Unit, or the terms of this agreement, as administered, without first collectively bargaining the same or the effects thereof.

**ARTICLE 2
PURPOSE OF AGREEMENT**

- 2.1 **GENERAL.** It is the intent and purpose of the parties hereto that this agreement shall promote and improve working conditions between the City and the Green Bay Police Department (GBPD) Bargaining Unit and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto. In keeping with the spirit and purpose of this agreement, the City agrees that there shall be no discrimination by the City against any employee covered by this agreement because of membership or activities in the Bargaining Unit, nor shall the City interfere with the right of such employees to become members of the Bargaining Unit. The City retains all rights, powers, or authority that it had prior to this Agreement.
- 2.2 **DISCRIMINATION.** Neither the Employer nor the Union shall discriminate in any manner whatsoever against any employee as defined in Section 111.32 et seq. of Wisconsin Statutes.

**REPORT OF ROUTINE PERSONNEL ACTIONS
FOR REGULAR EMPLOYEES
October 8, 2019**

<u>Position</u>	<u>Department/Division</u>	<u>Name</u>	<u>Date</u>
<u>New Hire</u>			
Truck Driver - Streets	Department of Public Works - Streets	Fredric Jonas	10/14/2019
Transit Operator	Transit	Karen Sternkopf	10/7/2019
Parking Enforcement Officer	Department of Public Works - Parking	Joseph Hoppe	10/7/2019
<u>Grade/Step Change</u>			
Economic Development Specialist	Department of Community and Economic Development	Matthew Buchanan	9/27/2019
Mechanic (N)	DPW - Operations	Richard VandenAvond	10/1/2019
Municipal Court Administrator	Municipal Court	Neil Basten	10/3/2019
<u>End of Employment</u>			
Civil Engineer I	Department of Public Works - Engineering	Myla Ting Thompson-Eagan	9/9/2019
WLS Project Manager	Parks, Recreation & Forestry	Michael Reed	8/31/2019
Transit Operator	Transit	Melanie Beekman	9/11/2019
Transit Operator	Transit	James Beekman	9/11/2019
Operator I	Department of Public Works - Streets	Tyler VanRite	9/20/2019
Transit Operator	Transit	Don Baranczyk	10/5/2019
Casual Worker	DCED	Alice Morgan	9/1/2019
Casual Worker	DCED	Raymond Tipton	9/1/2019