



AGENDA OF THE PERSONNEL COMMITTEE

TUESDAY, JANUARY 12, 2021, 4:30 PM

AMENDED

IMMEDIATELY FOLLOWING FINANCE COMMITTEE

Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

- I. This item contains documents which provide call in information and instructions for the Zoom meeting.

B. Roll Call.

- I. Members: Ald. Bill Galvin, Ald. Barbara Dorff, Ald. Veronica Corpus-Dax, Ald. Brian Johnson

C. Approval of the Agenda.

D. Approval of Minutes.

- I. Approval of the minutes from December 8, 2020.

E. Regular Business.

- I. Consideration with possible action on the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Truck Driver - Public Works
 - b. Park Maintenance Worker (2) - Parks, Recreation & Forestry
 - c. Mechanic Foreperson - Police Department
 - d. Records Clerk - Police Department
 - e. Engineering Aide - Public Works
 - f. Mechanic - Parks, Recreation & Forestry
2. Consideration with possible action on request to approve wage agreement between the City of Green Bay and International Brotherhood of Electrical Workers (IBEW) Local 158 with a 1% general salary increase effective with the start of the pay period in which October 1, 2021 occurs.

3. Consideration with possible action on grievances #2020-003 and #2020-004 filed by the Green Bay Professional Police Association regarding the flexing of schedules for specialty team training.

The Committee may convene in closed session pursuant to Section 19.85(1)(a), Wis. Stats., for purposes of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governing body. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

4. A request by Ald. Brian Johnson to the Personnel Committee for an update on the alderperson orientation program that was submitted approximately two years ago.

F. Informational.

1. Report of routine personnel actions for regular employees.
2. Next meeting date: January 26, 2021

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.

Virtual Meeting Instructions



Personnel Committee

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/86846491807?pwd=K3NJQ1NxdXU1cjB2RlR0TWVTUkJYdz09>

Meeting ID: 868 4649 1807

Passcode: 298054

One tap mobile

+19292056099,,86846491807#,,,,*298054# US (New York)

+13017158592,,86846491807#,,,,*298054# US (Washington D.C)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 868 4649 1807

Passcode: 298054

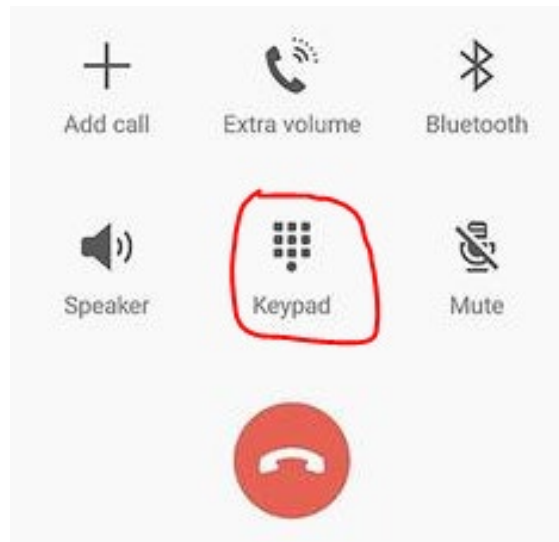
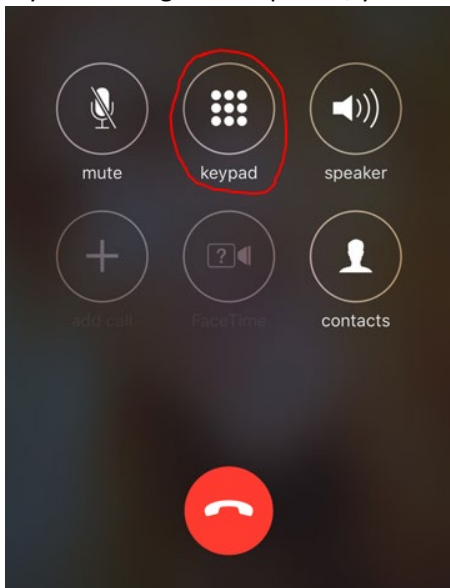
Find your local number: <https://us02web.zoom.us/j/86846491807?pwd=K3NJQ1NxdXU1cjB2RlR0TWVTUkJYdz09>

Additional Information

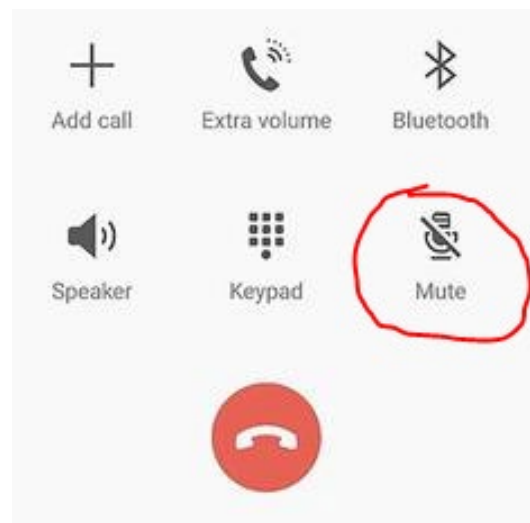
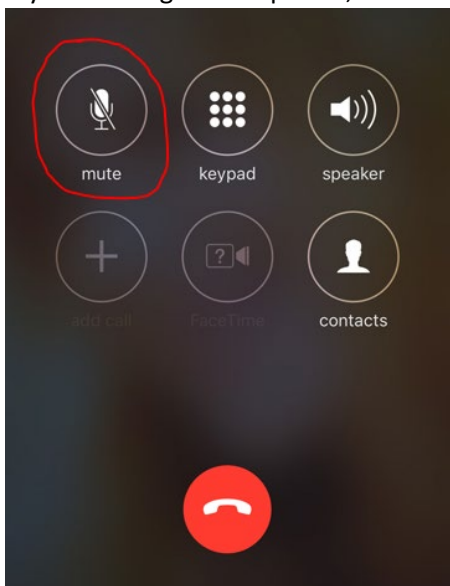
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
 - a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
 - b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You’ll receive another email confirming that you’re registered for the meeting.
 - b. If you’re using a phone, your registration will still be tied to an email.
8. Raising your hand
 - a. Committee members—you can either use CivicClerk and request to speak or you can “raise your hand” in the zoom meeting (you’d need to use a computer or tablet) to let the host know you’d like to speak. You can also un-mute yourselves and start speaking.
 - b. Persons on the agenda—you can “raise your hand” but you’d need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has “opened the floor for interested parties to speak.” Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You’ll also be asked to verify your email.
 - d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
 - e. For tablet and computer users—if you download the app you will be asked to verify your email.
10. Zoom etiquette
 - a. Muting yourselves when you’re not talking will prevent your background noise from interfering with others’ ability to listen to and participate in the meeting.
 - b. If you’re using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not need to talk, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



- b. If you're using a computer, you should see a Mute button in the Zoom application





Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 12, 2021

PREPARED BY

AGENDA ITEM # E.1

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

- a. Truck Driver - Public Works
- b. Park Maintenance Worker (2) - Parks, Recreation & Forestry
- c. Mechanic Foreperson - Police Department
- d. Records Clerk - Police Department
- e. Engineering Aide - Public Works
- f. Mechanic - Parks, Recreation & Forestry

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 1.12.2021 AMENDED
2. Truck Driver (San) - D. Dimmer 12.28.20
3. Park Maintenance Worker - S. Hoffman 12.11.20
4. Park Maintenance Worker - V. Balza 01.18.21
5. Mechanic Foreperson D. Simon 2020
6. Records Clerk B. DeWolfe retire 12.20
7. Engineering Aide - Behnke
8. Mechanic - P. Moran 01.18.21

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: January 12, 2021

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2021 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Public Works Truck Driver – Replacement position due to the retirement of Dave Dimmer effective December 28, 2020. Salary range: \$20.36 - \$23.96 per hour.
- Park Maintenance Worker – Replacement position due to the retirement of Steve Hoffman effective December 11, 2020. Salary range: \$20.36 - \$23.96 per hour.
- Park Maintenance Worker - Replacement position due to the retirement of Virginia Balza effective January 18, 2021. Salary range: \$20.36 - \$23.96 per hour.
- Mechanic Foreperson – Replacement position due to the retirement of Dean Simon effective December 18, 2020. Salary range: \$26.91 - \$31.65 per hour.
- Records Clerk – Replacement position due to the retirement of Becky DeWolfe effective December 31, 2020. Salary range: \$17.65 - \$20.76 per hour.
- Engineering Aide – Replacement position due to the resignation of Ann Behnke effective January 5, 2021. Salary range: \$18.73 - \$23.96 per hour.
- Mechanic - Replacement position due to the retirement of Paul Moran effective January 18, 2021. Salary range: \$24.74 - \$29.09 per hour.

**Position Fill Request
Justification Report
December 4, 2020**

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

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

 X Replacement Position Not a Replacement Position

This position will be vacant due to the retirement of Sanitation Section Truck Driver Dave Dimmer, effective at the end of the work day on Monday, December 28, 2020

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

Yes, this position is currently funded in the DPW operating budget. The current wage for a DPW- Truck Driver is \$20.36/hour to \$23.96/hour (\$42,349 to \$49,840 annually)

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

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

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

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

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

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

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

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

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

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

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

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

9. Are there union issues? No
10. Other supporting comments. None

**Position Fill Request
Justification Report
January 4th, 2021**

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 Steve Hoffman on December 11th, 2020.

- 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 \$20.36 - \$23.96 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: SK8 Park; Leicht Memorial Festival Park; Resch Aquatic Center; four new buildings; nine splash pads; more parkland at Farlin Park, Beach Lane, Navarino Park, V.T. Pride Park, Eastman Park; several parcels along the Baird Creek Greenway; 16 acres of turf at Bay Beach Park; a new boarded hockey rink; a four ball diamond softball complex; a six-field soccer complex; the City Deck; the Zippin Pippin, Sea Dragon, Bay Beast, Rockin' Tug, and Falling Star amusement rides; as well as several miles of trails.

We have assumed the work at the additional facilities while seeing a reduction in staff of 6 Park Maintenance Workers and 12 fewer seasonal positions since 2006. With future maintenance responsibilities sure to come, we will fall further behind in our efforts to provide the most basic of services if we do not maintain our staffing levels accordingly.

**Position Fill Request
Justification Report
January 7th, 2021**

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 Virginia Balza on January 18th, 2021.

- 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 \$20.36 - \$23.96 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: SK8 Park; Leicht Memorial Festival Park; Resch Aquatic Center; four new buildings; nine splash pads; more parkland at Farlin Park, Beach Lane, Navarino Park, V.T. Pride Park, Eastman Park; several parcels along the Baird Creek Greenway; 16 acres of turf at Bay Beach Park; a new boarded hockey rink; a four ball diamond softball complex; a six-field soccer complex; the City Deck; the Zippin Pippin, Sea Dragon, Bay Beast, Rockin' Tug, and Falling Star amusement rides; as well as several miles of trails.

We have assumed the work at the additional facilities while seeing a reduction in staff of 6 Park Maintenance Workers and 12 fewer seasonal positions since 2006. With future maintenance responsibilities sure to come, we will fall further behind in our efforts to provide the most basic of services if we do not maintain our staffing levels accordingly.

**Position Fill Request
Justification Report
December 9, 2020**

Position Title: Mechanic Foreperson (Police Department)

- 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**

Position is vacant due to the retirement of Dean Simon effective 12/18/2020.

- 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 \$26.91-\$31.65.

- 3. Please list the functions and any special information regarding this position.**
The Mechanic Foreperson plays an important role in scheduling, repair and maintenance of Police Department vehicles and equipment.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
No, this position does not generate revenue. However, the Mechanic Foreperson makes decision regarding how to repair vehicles and equipment in the most cost efficient manner.

- 5. Please explain why current staff is unable to absorb duties of this position.**
The Mechanic Foreperson is responsible for daily oversight of activities, leading problem-solving, and communication between Mechanics and the Operations Lieutenant.

- 6. If duties of position are presently being done, how are they done?**
By the incumbent until his retirement.

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

- 8. What are the alternative methods and costs of accomplishing the work?**
The Police Department is short one Mechanic due to this vacancy. With only 4 Mechanics, that is a 25% loss in work productivity. Work will become backlogged and overtime may be required.

- 9. Are there union issues?**
No

- 10. Other supporting comments.**

**Position Fill Request
Justification Report
January 7, 2021**

Position Title: Records Clerk

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 is a replacement position for Becky DeWolfe who retired effective December 31, 2020.

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 included in the current budget. Wage range is \$17.65-\$20.76/hour.

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

Records clerical support, validating/processing police reports and citations.

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

Yes, in terms of citations and arrests. When citations are not processed in a timely manner, it impacts Municipal Court and revenues.

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

Due to the volume of reports and citations. The Records Division has lost 2 full time positions off the Table of Organization over the last 2 years.

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

By other Records Clerks.

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

Entering police records and arrests to maintain data available to law enforcement officers, courts and other government agencies. Processing citations to forward to Municipal Court. Internal and external customer service.

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

Overtime assignments filled by the current staff as a short term fix, but this is not a feasible long-term solution.

9. **Are there union issues?**

No

10. **Other supporting comments.**

None

**Position Fill Request
Justification Report
January 7, 2021**

Position Title: Engineering Aide

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

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

This is a replacement position for Ann Behnke who resigned on January 5, 2021.

- 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. Wage range: \$18.73 - \$23.96/hour.

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

- Inspects routine public works construction projects for compliance with the plans and specifications for the project.
- Performs sanitary sewer and storm sewer CCTV review, makes preliminary determination as to defects and possible repairs necessary.
- Performs CAD and manual drafting assignments and other office work as directed.
- Prepares necessary reports and maintains records related to inspection of public works construction projects.
- Performs concrete field testing and coordinates and schedules testing of materials with material testing consultant
- Operates surveying, concrete testing, and other equipment as necessary.
- Assists Engineering Technicians on engineering surveys by serving as an instrument person, and rod person, and by performing other manual tasks such as driving stakes, clearing brush from survey lines, and searching for survey monuments as directed.
- Works with other City Departments to coordinate and assist with various Public Works projects/programs

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

The position does not generate revenue.

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

One (1) Engineering Aide was eliminated from the staff in 1997 as well as a related Engineering Technician position in 2007. Although engineering operations have been improved by technology, the size of the City continues to grow and the number of infrastructure projects has continued to increase over the last few years.

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

Remaining staff are attempting to continue doing the primary duties and tasks in as efficient manner as possible. Presently, the assigned duties and tasks are not being completed.

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

If the position would be eliminated, construction inspection of critical City infrastructure would be reduced, potentially resulting in added future maintenance issues and costs. Other staff that are already very busy, would need to assist, reducing construction inspection on other infrastructure projects. Additionally, construction plan drafting needs would also be impacted.

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

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

9. Are there union issues?

None.

10. Other supporting comments.

**Position Fill Request
Justification Report
January 7, 2021**

Position Title: Maintenance Specialist II/Mechanic

- 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

Paul Moran is retiring effective January 18th, 2021.

- 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.**

This is a position funded in the 2021 budget with 12% in the General Fund 101: Division 630 Parks and 88% in the Storm Water Management Fund. The current salary is between \$24.74 - \$29.09 per hour.

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

This position is responsible for year-round repair and maintenance of Park and Forestry vehicles and equipment.

- 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.**

Vehicle and equipment repairs are done to ensure preventive maintenance has taken place. This position also works on deferred maintenance projects and the Bay Beach rides during the on and off season's to assist with ensuring all equipment meets safety and production standards. Position also are fabricator's for special products and needs throughout the Park and Rec properties.

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

All duties are done by the five current Park technicians and one from Forestry. However, we are still behind on repairs to vehicles, equipment because of the reduction in spending during 2020 due to the pandemic and reduced revenue.

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

Park, Forestry and Bay Beach equipment would be down for unacceptable periods of time. These are the same people who also perform safety evaluations of Park and Forestry Equipment, and we do not want to reduce the safety of park patrons and other City employees.

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

Having a fully staffed mechanical operation is, by far, the most efficient and economical method of inspecting, repairing and improving Park, Forestry and Bay Beach equipment. The vehicles, rides and equipment at Bay Beach that our mechanics maintain are so diverse and eclectic that it would (and does) take years of experience to do the job properly.

9. Are there union issues?

No.

10. Other supporting comments.

In order to have our Park Department Vehicles and Equipment maintained and available for all of our Vehicles and equipment our Parks and Forestry Department are able to perform all the necessary upkeep to include tree trimming and removal, cutting mowing, etc., of all of our Parks, trails and greenways.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 12, 2021

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request to approve wage agreement between the City of Green Bay and International Brotherhood of Electrical Workers (IBEW) Local 158 with a 1% general salary increase effective with the start of the pay period in which October 1, 2021 occurs.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021 IBEW Agreement Final Clean Version

Agreement Between

City of Green Bay

And

City of Green Bay

International Brotherhood of Electrical Workers

Local No. 158

(Department of Public Works
Electrical Division)

2021

Agreement Between

City of Green Bay

And

International Brotherhood of Electrical Workers

Local No. 158

2021

AGREEMENT

This Agreement has been made and entered into between the City of Green Bay, hereinafter referred to as the "City" and Local 158, International Brotherhood of Electrical Workers, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

The City agrees to recognize representatives of Local 158, IBEW, as the exclusive bargaining agent for all issues specifically addressed in this Agreement, for all its employees in the Department of Public Works as defined in the certification issued by the Wisconsin Employment Relations Board on August 13, 1964.

ARTICLE 2 TERM OF AGREEMENT

This Agreement will become effective as of January 1, 2021 and remain in full force and effect up to and including December 31, 2021.

ARTICLE 3 WAGES AND RATES

Attached hereto and marked Appendix A is the City Pay Plan schedule showing the classifications and the wage rates of the employees covered by this Agreement. The wage rates include a 1% increase effective October 1, 2021. The City and Union agree that during the term of this contract if the general employees receive a general wage increase, stipend, or similar pay that exceeds or is less than 1% effective on October 1, 2021 that the Union will receive the same wage increase, stipend, or similar pay consistent with the general employees. It is mutually agreed that said City Pay Plan Schedule and the contents hereof will constitute part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, approved by IBEW Local 158 on _____ and by the City Council on _____.

City of Green Bay

**Local 158, International Brotherhood of
Electrical Workers**

Mayor

Business Manager, Local 158

Human Resources Director

City Clerk

**APPENDIX A
WAGE RATE**

International Brotherhood of Electrical Workers
Local No. 158

CITY PAY PLAN

Placement on a step of the new schedule is in accordance with the procedures approved by the City Council for placing employees on a step of the City Pay Plan.

CLASSIFICATIONS IN ACCORDANCE WITH CITY PAY PLAN

October 1, 2021

Pay Grade: J

✦ Electrician Foreperson

Pay Grade: I

✦ Electrician

WAGES IN ACCORDANCE WITH CITY PAY PLAN

October 1, 2021

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range
J	\$29.37	\$30.23	\$31.09	\$31.96	\$32.81	\$33.68	\$34.54	\$34.55 - \$39.72
I	\$27.18	\$27.96	\$28.77	\$29.56	\$30.37	\$31.15	\$31.97	\$31.98 - \$36.76

The Following Guidelines Are For Informational Purposes and Not Subject To Bargaining

- **STEP PROGRESSION:** Employees are eligible for an annual step increase, unless otherwise agreed to by the Department Head and Human Resources Director, until they reach Step 7 of the appropriate pay grade, provided the employee's overall performance is rated at meets expectations or higher. Requests for a step increase must be accompanied by a written performance review and recommendation by Department Head or designee.
- Employees hired at Step 1 will be eligible for a step increase after 6-months of employment and thereafter will be eligible for annual increases. Employees hired at Step 2 or higher will be eligible for a step increase after 12-months of employment. All requests for a step increase must be accompanied by a written performance review and recommendation by Department Head or designee.
- **PERFORMANCE INCREASES:** Once an employee reaches Step 7 of the appropriate pay grade, the employee is eligible for a 1% annual increase to the maximum of the range based on the following criteria.
 - a. Performance rated overall as 'Meets Expectations'.
 - b. Other arrangements between Employee, Department Head and Human Resources Director.

Requests for a performance range increase must be accompanied by a written performance review and recommendation by Department Head or designee.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 12, 2021

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on grievances #2020-003 and #2020-004 filed by the Green Bay Professional Police Association regarding the flexing of schedules for specialty team training.

The Committee may convene in closed session pursuant to Section 19.85(1)(a), Wis. Stats., for purposes of deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before that governing body. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. City's Step 3 Response - Personnel Committee 1-12-2021
2. Step 2 - HR Director Response - 11-23-2020
3. Chief Smith Step I Grievance Response Updated
4. Specialty Unit Training and Flexing of hours
5. GBPPA 20-003.004 STEP III



*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*

January 6, 2021

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

RE: Grievance 20-003, 20-004 (Flex Workday to Attend Training)

Dear Personnel Committee,

This correspondence is in response to the Step 3 Grievance 20-003 and 20-004 submitted by the Green Bay Professional Police Association (“GBPPA”). In addition, please see the enclosed documents for the Personnel Committee’s consideration:

1. Chief Andrew Smith Step 1 Response – 10/13/2020
2. Human Resources Director Joe Faulds Step 2 Response – 11/23/2020
3. Commander Kevin Warych – Specialty Team Training and Flexing Hours – 09/22/2020

The City requests that the Personnel Committee deny the Association’s grievance asking for the City to allow police officers to flex one’s schedule to attend specialty team training without supervisor approval.

For the sake of brevity, the City asks the Committee to review Chief Smith’s Step 1 response and HR Director Faulds’s Step 2 Response for the rationale on why the Committee should deny the GBPPA’s grievance. In summary, an officer is unable to flex his or her work schedule without supervisor approval because (1) the Police Department retains the management right to schedule officers for their workday, (2) the interpretation of the contract does not allow for flexing of a schedule without supervisor approval, (3) there is no unequivocal past practice that demonstrates officers are able to flex one’s schedule without supervisor approval, and (4) asking officers to request approval from a supervisor to flex one’s schedule is a reasonable work rule.

Moreover, supervisors approving an employee’s schedule and the flexing of one schedule is a common practice throughout the City and any other employer. The GBPPA’s request to allow an officer to flex one’s schedule with no notice to the supervisor is unworkable and undermines how the City as an organization works. If the Committee rules in favor of the GBPPA, then the officers will be able to control their schedules for specialty team training—and to a certain extent their regular schedules—with no input or approval from a supervisor.

To exemplify this concern, these are scenarios for an officer under the GBPPA’s interpretation:

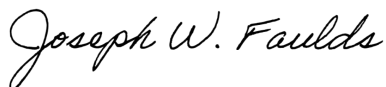
- An officer is scheduled to work 7:00am-3:30pm Monday through Friday.
- The officer has specialty training from 11:00am to 7:30pm.
- This officer may:
 - o Work the officer's regular schedule from 7:00am to 3:30pm without attending specialty training and *without communicating to the supervisor* whether he or she is going to be working from 7:00am to 3:30pm or attending specialty team training; or
 - o Arrive at 7:00am, work until 11:00am in his/her regular capacity and then stop working one's core schedule to flex his or her schedule to attend specialty team training from 11:00am to 9:30pm *without any notice or communication to the supervisor*; or
 - o *Without any communication to the supervisor*, flex his or her core schedule and arrive at work at 11:00am to attend training until 9:30pm; or
 - o Arrive at work at 7:00am, flex one's schedule to attend specialty team training at 11:00am and stop specialty team training at 3:30pm *without communicating to his/her supervisor whether the officer is attending training or not and what time the officer will stop training at*.

As you can see from the GBPPA's interpretation, an officer can flex his or her schedule to attend training or not attend training *without any communication or notice to one's supervisor*. The GBPPA's interpretation allows for an officer to show up to work and leave (as long as it is for specialty team training) when he or she chooses to do so without any notice to the supervisor. This interpretation creates an unworkable policy and undermines the ability of the Police Department to schedule and manage officers.

The City's position is to interpret the contract as written, specifically, to allow officers to flex one's schedule to attend specialty training with supervisor approval and subject to the staffing parameters outlined in section 7.21. Presently, the direction to supervisors is to generally grant flexing provided that sufficient notice is provided (10 days), it is in writing, and that other staffing needs are covered. This is sound, logical practice, and in the described case above, every scenario could be appropriate for an officer's specific situation and could be scheduled for an officer *with supervisor approval*. The City is not denying any officer the ability to flex one's schedule, the City is merely noting that the officers are required to obtain supervisory approval, which includes appropriate notice that one is requesting to flex his or her schedule to attend training.

Overall, the grievance should be dismissed because the City retains the management right to establish an officer's schedule and to approve whether that officer can flex his or her schedule to attend specialty team training.

Respectfully submitted,



Joseph W. Faulds
Human Resources Director

Cc: GBPPA Representative Phil Scanlan (via email only)



*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*

November 23, 2020

Detective Kevin Kempf
Detective Phil Scanlan
Officer Tim Kenney
Green Bay Police Department
307 S. Adams Street
Green Bay, WI 54301

Sent via email: kevin.kempf@greenbaywi.gov

Sent via email: phil.scanlan@greenbaywi.gov

Sent via email: tim.kenney@greenbaywi.gov

RE: Step 2 – Grievance Response 20-003, 20-004 (Flex Workday to Attend Training)

Dear Detectives Kempf and Scanlan and Officer Kenney,

The following is my review of the grievances (20-003, 20-004) regarding the flexing of a workday to attend training. The language pertinent to this grievance is 1.2, 2.1, 2.2., 7.4.1.e, 7.7.1, and 7.21.

Article 1 – Recognition/Management Rights

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.

7.4 SWAT TEAM

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

7.7 DIVE TEAM

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

7.21 MAINTENANCE OF 2-PERSON BUFFER

7.21.1 For those teams where it is specifically referenced in Article 7, officers may flex their workday to attend training dependent upon the maintenance of a 2-person buffer above the current safety staffing numbers. Compensation for training will be actual hours at time for time via payback for those on their off time.

- i. Officers may be cancelled from training outside of 24-hours prior to the start of their regular shift in order to maintain the 2-person buffer.
- ii. If the training occurs during all or part of the officers' regular working hours, the officer may be pulled from training at any time to resume regular duties.
- iii. If the training does not occur during any part of the officer's regular working hours, the officer may not be pulled from the training within 24-hours prior to the start of

their regular affected shift.

- iv. The Shift Commander has the discretion to allow attendance below the 2 person buffer on a case-by-case basis, dependent upon the work environment present at the time the training is to begin.

These are the material facts for the grievances filed:

- Detectives Kempf and Scanlan are members of the SWAT Team.
- On August 6, 2020 Detectives Kempf and Scanlan were scheduled to attend SWAT training from 11:00am to 7:30pm.
- Detectives Kempf and Scanlan have a workday schedule from 7:00am to 3:30pm.
- Neither Detective Kempf nor Detective Scanlan notified their supervisor, Lt. Keith Gering, that they intended to start work at 7:00am and attend SWAT training from 11:00am to 7:30pm.
- Lt. Gering told both Detective Kempf and Detective Scanlan that they were unable to attend the full training and would be dismissed at 3:30pm as working from 7:00am to 3:30pm resulted in a full shift of work.
- Officer Kenney is a member of the Dive Team.
- On August 11, 2020 Officer Kenney, a member of the Dive Team was scheduled to attend Dive Team training from 11:00am to 7:30pm.
- On August 11, 2020 Officer Kenney was scheduled to work his regular shift beginning at 6:15am.
- Officer Kenney was told by his supervisor that since he began working at 6:15am he would be dismissed from training at 2:45pm.
- Officers who had an off day on both August 6, 2020 (SWAT Team Training) and August 11, 2020 (DIVE Team Training) were allowed to attend the full Specialty team training and receive payback.
- In 2014, then Operations Captain Paul Ebel sent out a memo addressing the ability of officers to flex his/her schedule to attend specialty unit training.

After reviewing the grievance, the grievance is denied for the following reasons.

I. INTERPRETATION OF THE CONTRACT DOES NOT PERMIT AN OFFICER TO FLEX A WORK SCHEDULE TO ATTEND TRAINING WITHOUT SUPERVISORY APPROVAL.

First, the interpretation of the pertinent contract language does not permit the officers to flex their workday to attend training without the proper notification or supervisory approval from a supervisor. In regards to the language pertaining to flexing of hours for SWAT Team training, this language is found in Article 7.4. Article 7.4 states “*All training plans and schedules must be approved by SWAT supervisory personnel. SWAT Team officers may flex their workday to attend training in accordance with 7.21.*” (emphasis added). The SWAT supervisory approves all training plans and schedules for the SWAT Team. Neither Detective Scanlan nor Detective Kempf notified the supervisor of their intent to start work at 7:00am and attend the full duration of the training. This allowed Lt. Gering to determine if the officers were allowed to attend the training past their regularly scheduled workday. In addition, neither Detective Scanlan nor Detective Kempf provided anything in the grievance that the flexing of hours was done in accordance with 7.21.

For Officer Kenney and attending Dive Team training, the contract states in 7.7.1.d.: *Supervisor approval shall be required prior to any member flexing their hours or performing duties on their off time.* (emphasis added) The facts indicate that Officer Kenney did not receive supervisor approval to flex his work schedule to attend Dive Team training.

Based on the contract language and the failure to obtain supervisor approval to flex the workday and attend Specialty team training, the grievances are denied.

II. PAST PRACTICE

Unambiguous contract language cannot be modified by past practice. *See Madison Teachers Inc. v. Madison Metro. Sch. Distr.*, 2004 WI App 54 ¶ 15. As stated above, the contract language is unambiguous that the officer on the SWAT Team may flex his or her schedule in accordance with Article 7.4 and 7.21 and for the Dive Team may flex his or her schedule in accordance with Article 7.7.1.d.

In the alternative, if the contract language is determined to be ambiguous, then 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).

Detectives Kempf, Scanlan, and Officer Kenney stated that the past practice has been unequivocal and are relying on a Memo from 2014 to show that the past practice has been to allow officers to flex their schedule to attend specialty team training. As stated above, the City is not bound by the memo from 2014 as the contractual language controls how officers can flex or not flex their schedule to attend specialty team training.

Even if the 2014 memo from then Operations Captain Ebel is relevant in determining that a past practice has been established, the 2014 memo does not clearly establish a past practice. The 2014 memo requires officers to notify their supervisors at least 10 days prior to a specialty training to indicate whether an officer is asking to flex his/her schedule to attend specialty training. The grievants did not follow the guidelines posted in the memo and the alleged past practice that they rely on. It cannot be an unequivocal past practice if officers in the past have given a 10 day notice before a schedule is flexed and now the officers do not give any notice. That would not be a consistently applied practice.

Moreover, the reliance on the memo shows that the alleged past practice was not clearly enunciated and acted upon or that it has been an established practice accepted by the parties. The memo stated that notice should be given at least 10 days prior to when an officer asked to flex his or her schedule. If that is the past practice that is enunciated between the parties, it was not followed or acted upon here.

Therefore, if the language is determined to be ambiguous, there still is not an established past practice that allows the grievants the ability to attend specialty training and flex their workday without giving the proper notice to a supervisor.

III. WHETHER THE SUPERVISOR'S DECISION IS A REASONABLE WORKPLACE RULE OR DISCRIMINATORY.

The supervisors asking the grievants to leave specialty training early because the proper notice was not given to flex one's work schedule and foregoing payback was reasonable and not discriminatory. This is a reasonable work rule based on the rationale listed above, the management rights listed in Article 1.2 and the contract language in Article 7. If supervisors and management are unable to ask for notice and determine whether an officer can flex one's schedule, this will cause disruption in scheduling including the concern of scheduling enough officers to meet the safety staffing levels.

If the interpretation of the grievants is upheld, this will undermine a supervisor's authority to set the schedule and will create an unworkable environment. Based on the grievants' interpretation of the contract, the grievants do not have to give any notice to the supervisor of an officer's intent to flex one's schedule to attend specialty training. This interpretation of the contract usurps the authority of a supervisor to create and set schedules and from a practical manner makes managing schedules and specialty training very difficult to do.

In addition, there is no discrimination because officers who were on their off day could attend specialty team training and receive payback. Supervisors set the schedule to minimize the number of officers who could attend training on one's off day. For the grievants who wanted to attend specialty team training on their work day, they failed to give notice and work with the supervisor to attend the specialty team training on their workday. I'm not aware of any other officers who were similarly situated who could attend the full specialty team training and earned payback. Thus, the action was not discriminatory.

For the foregoing reasons, the grievance is denied.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joseph W. Faulds". The signature is fluid and cursive, with a long horizontal stroke at the end.

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)



Green Bay Police Department
Operations Division



Captain Paul Ebel

Email: pauleb@greenbaywi.gov

920-448-3186

Date: June 2, 2014

Ref: Training and Flexing of shifts, special units

Special Unit Commanders

Each of the special unit teams that are assigned to you has a shift flexing component attached to the officer who is attending training on a regularly scheduled work day. The officer has the ability to flex their schedule in order to attend the training or they may choose to work their shift up to the start of the training then attend the scheduled training. Their attendance at training depends on a safety staffing level that maintains a two person buffer on shift. In order to assist the effected shifts with planning their staffing levels 6 days out please have the officers assigned to your teams inform you of their intent to flex their shift or work their shift at a minimum of 10 days prior to any scheduled training.

INTRADEPARTMENTAL CORRESPONDENCE

Date: October 13, 2020

To: Detective Kevin Kempf, Green Bay Police Department Detective
Detective Phil Scanlan, Green Bay Police Department Detective

From: Chief of Police

SUBJECT: RESPONSE TO GRIEVANCE NO. 2020-003

I received Green Bay Professional Police Association (PPA) Contract Violation Form, alleging a contract violation occurred on August 6 2020. Please see below for my grievance response.

TIMELINESS

The time limits for initiating grievance was waived while Commander Warych researched the matter. This grievance is determined to be within time limits.

GRIEVANCE

Per the Grievants' Information Form, Grievance No. 20-003: *"This grievance alleges a violation of article 7, section 4 of the labor agreement and/or department policy pertaining to: the requirement to flex their workday to attend training. The grievance also alleges a violation of articles 2.1 and 2.4, as the department is applying their new directive in a discriminatory fashion."*

On August 6, 2020 Detectives Kempf and Scanlan were scheduled in Telestaff to attend SWAT training from 1100 hours to 1930 hours. They did not notify their supervisors of their intent to work an extended workday on August 6th, 2020, despite being notified of their training schedule in person by Lieutenant Gering. Detective Scanlan and Detective Kempf began their workday on their regularly scheduled time of 0700 hours. They were advised by their supervisor that since they had started their shift at 0700 hours they would be dismissed from training at 1530 hours. They were dismissed from training at 1530 hours by their SWAT supervisor.

FINDINGS

The grievance is denied.

RATIONALE

The grievance is denied on the following basis: The Green Bay Police Department is committed to serving the Green Bay community as effectively and efficiently as possible. Training is scheduled by management (Contract Article 1.2) to provide the maximum effectiveness with the least possible fiscal impact. Training is not scheduled for the personal financial gain of any individuals. The fact that other, junior members, working patrol assignments on shifts different than the grievants' received payback is irrelevant.

Both Detective Kempf and Detective Scanlan were advised by their SWAT supervisor Lieutenant Gering that they were prescheduled to begin their workday at 1130 hours in order to attend SWAT practice. Both elected to come in at their regular 0700 hours start of watch times. There were no exigent circumstances or workload issues requiring their 0700 hours start of watch time and neither communicated to their supervisor in advance of any need or of their intent to begin work at 0700 hours. They were appropriately sent home by their supervisor after they completed a full work day at 1530 hours.

No PPA member is entitled to determine their work schedule in order to maximize their personal financial gain without the permission of the Department. It is clear and codified in the PPA Labor Agreement (Contract) that all SWAT training plans and schedules must be approved by SWAT supervisory personnel. Detectives Kempf and Scanlan failed to notify their supervisor of their plan to work their regular schedule and attend scheduled training, which blatantly conflicted with the notification and direction given to them by their SWAT Commander, and the contract language which requires that schedules be approved by SWAT supervisory personnel -Contract Article 7.4.1 (e).

The Department and City always reserve the right to send officers home if their workday has been completed.

CLARIFICATION OF DEPARTMENT POSITION

- The City of Green Bay is under considerable financial strain and all City department managers have been directed to initiate cost saving measures when practicable.
- Officers may flex their time in order to attend SWAT training, subject to SWAT supervisory personnel approving the schedule.
- In order to provide SWAT training in the most efficient manner, Lieutenant Gering was directed to modify the SWAT training day to accommodate the greatest number of personnel without the accumulation of earned Payback time.
- SWAT practice, and membership on the SWAT team are both voluntary assignments.
- Both Detective Scanlan and Kempf worked a complete workday, and were compensated appropriately for their work hours.
- The Department and City reserve the right to limit the earning of "payback time" using the management discretion to establish schedules when it is in the best interest of the City and Department.
- Detective Kempf and Detective Scanlan failed to notify or obtain permission from their supervisors to work an extended work schedule on August 6th, 2020. Their actions directly conflicted with direction and notification given to them by their supervisor.
- Lieutenant Gering notified the Detectives in advance that they would be dismissed at 1530 hours.
- Lieutenant Gering appropriately dismissed Detectives Kempf and Scanlan from SWAT practice at 1530 hours after their full workday was completed on August 6, 2020.

RELEVANT CONTRACT LANGUAGE

- Contract Article 1.2 Management Rights. The Union recognizes the prerogative of the City....to determine reasonable schedules of work.
- Contract Article 7.4.1(e) All training plans and schedules must be approved by SWAT supervisory personnel.
- Contract Article 7.21.1 For those teams where it is specifically referenced in Article 7, officers may flex their workday to attend training dependent upon the maintenance of a 2-person buffer above the current safety staffing numbers.
- Contract Article 29.1: Any officer accepting a position requiring specialized training/school for the position shall flex their workday and workweek to attend such training.

The Department management does not discriminate against PPA members who seek to enforce the terms of the labor agreement. Employment and scheduling decisions are made in the best interests of the community we serve and the individuals we employ. Consideration of Department and City financial concerns is appropriate in determining schedules and there is nothing discriminatory in doing so.



ANDREW J. SMITH
Chief of Police



Green Bay Police Department Operations Division



Commander Kevin Warych

920-448-3200 ext 0919

To: Patrol Supervisor/Specialty Unit Supervisors

Date: September 22, 2020

REF: Training and Flexing of shifts, special units

Below are the guidelines that each specialty unit supervisor shall follow. Our goal is to continue to provide training for our specialty units in a consistent and fiscally responsible manner.

- Department/Specialty Unit supervisors set the schedule to specialty unit training.
- The specialty unit training shall be scheduled on a date that minimizes the number of officers training off-duty.
- Officers will need to obtain direct supervisory approval to flex their schedule to attend training. The officer shall notify the specialty unit supervisor and the shift commander (Buchman, J. Allen, Atlas only) via email about his/her request to flex his/her schedule to attend the training.
- The officer shall notify the specialty unit supervisor and shift commanders above at least 10 days before the scheduled training.
- The notice shall be in given via email. If an officer approaches you and verbally tells you they intend to flex, then you need to remind them to send it to the supervisors stated above in writing otherwise it will not be approved.
- Generally, an officer is allowed to flex his or her schedule to attend the training. Exceptions to this is to ensure that there is minimum staffing for patrol officers and handling the Canine Unit. We will follow-up with the Canine Units on how to schedule the Canine Unit consistently with these guidelines.
- The Department has the right to dismiss officers early from training days at the conclusion of their work day to limit the accumulation of overtime and/or payback time.

Regardless of the position, if an officer does not give you notice to flex his or her schedule to attend training, then the officer will be working the normal shift and may attend the training for the amount of time that does not exceed 8.5 hours in a full day, workload permitting.

We will discuss this at our next supervisory meeting on September 30th (SGT) and Oct 1st (Lt.) Please contact me with any questions.

Cmdr. Kevin Warych

Grievance #20 - 003

Green Bay Professional Police Association Contract Violation Information Form

Date of Occurrence: 08-06-2020	Grievance step - check one 1 ☐ 2 ☐ 3 ☒
Officer's Name/Rank: (If association as a whole write GBPPA) Phil Scanlan-Detective; Kevin Kempf Detective, among others	Division/Assignment: Operations/SWAT

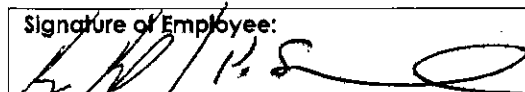
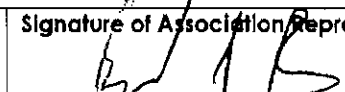
This grievance alleges a violation of article 7.2 section 7.4 of the labor agreement and/or department policy pertaining to: the requirment to flex their workday to attend training. The grievance also aleges a violation of articles 2.1 and 2.4, as the department is applying their new directive in an discriminatory fashion.

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

See attached documentation

Relief Sought:

Same as Step 1. See attached

Signature of Employee: 	Signature of Association Representative: 	Date Filed: 12-14-2020
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Employer Representative Response:

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Employers representative signature	Title	Date Grievance received:	Date Answered

Matter resolved: Yes ☐ No ☐ If yes, How?

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Grievance #20 - 004

Green Bay Professional Police Association Contract Violation Information Form

Date of Occurrence: 08-11-2020	Grievance step - check one 1 ☐ 2 ☐ 3 ☒
Officer's Name/Rank: (If association as a whole write GBPPA) Tim Kenney, among others	Division/Assignment: Operations/DIVE TEAM

This grievance alleges a violation of article 7.2 section 7 of the labor agreement and/or department policy pertaining to: the requirment to flex their workday to attend training. The grievance also aleges a violation of articles 2.1 and 2.4, as the department is applying their new directive in an discriminatory fashion.

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

See attached documentation

Relief Sought:

Same as Step 1. See attached

Signature of Employee: 	Signature of Association Representative: 	Date Filed: 12-14-2020
---	--	---------------------------

Employer Representative Response:

--

Employers representative signature	Title	Date Grievance received:	Date Answered

Matter resolved: Yes ☐ No ☐ If yes, How?

Green Bay Professional Police Association Contract Violation Information Form

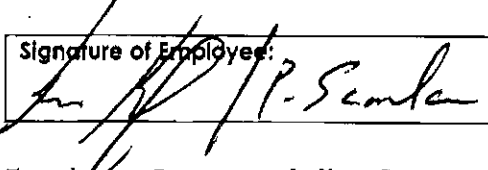
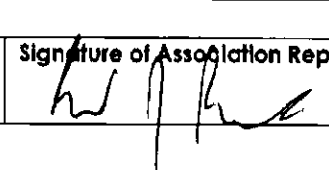
Date of Occurrence: 08-06-2020	Grievance step – check one 1 ☒ 2 ☐ 3 ☐
Officer's Name/Rank: (If association as a whole write GBPPA) Phil Scanlan -Detective; Kevin Kempf Detective, among others.	Division/Assignment: Operations / SWAT
This grievance alleges a violation of article 7 section .4 of the labor agreement and/or department policy pertaining to: <u>the requirement to flex their workday to attend training.</u> <u>The grievance also alleges a violation of articles 2.1 and 2.4, as the department is applying their new directive in a discriminatory fashion.</u>	

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

See attached documentation

Relief Sought:

1. Allow all SWAT team members to attend scheduled training on their off time with compensation being time for time payback.
2. Make SWAT members Kempf and Scanlan whole for the time they were not allowed to attend training while other members were allowed to attend and earn time for time payback.
3. Cease and desist from discriminating against GBPPA members who seek to enforce the terms of the labor agreement.

Signature of Employee: 	Signature of Association Representative: 	Date Filed: 9-23-2020
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Employer Representative Response:

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Employers representative signature	Title	Date Grievance received:	Date Answered

Matter resolved: Yes ☐ No ☐ If yes, How?

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09-22-2020

GBPPA Grievance 20-003

Summary:

On 08-06-2020, Dets. Kempf and Scanlan were working on-duty during their normal scheduled workday. Dets. Kempf and Scanlan had SWAT training scheduled on that same date from 11:00a-7:30p. At about 8:00 am, Lt. Gering approached Det. Scanlan at his desk and asked Det. Scanlan if he obtained permission to come in at 7am that morning. Det. Scanlan answered no, as 7am is Det. Scanlan's normal scheduled workday. Lt. Gering also confirmed that Det. Kempf also started his day at 7am. Lt. Gering explained that because Det. Scanlan and Det. Kempf didn't ask permission to start their workday at 7am, they would be sent home from SWAT training at 3:30pm to avoid being paid payback for training from 3:30 pm - 7:30pm.

In the past month, Lt. Gering has confronted Kempf about earning payback after 3:30pm. Lt. Gering had told Kempf that he & Scanlan would need to obtain permission to work their normally scheduled workday prior to SWAT training, as they are expected to flex their workday to avoid payback compensation for hours worked after 3:30pm. Kempf and Scanlan, on rare occasion, mutually agreed to flex their workday for training in accordance with article 7.4.1 (e) "SWAT team officers may flex their workday to attend training..." Lt. Gering later called Det. Scanlan into the Lt's Office following a training day and confronted Scanlan about not flexing his day for training and accruing payback for training. Lt. Gering explained that he was directed to reduce payback expenses for training and Scanlan was expected to flex his workday for training to avoid payback compensation. Scanlan, as the acting GBPPA President, explained the GBPPA's perspective that the contractual language stating that an officer "may flex" constitutes a mutual agreement between management and employees and that officers cannot be forced to flex their scheduled workday for monthly SWAT training. Scanlan also pointed out that he was not in violation of the 14.25 hour rule. Lt. Gering's response was that his directive was to reduce payback expense and that Scanlan needed to separate his position as "union president" from his "SWAT" assignment. Scanlan and Kempf have been day shift detectives for several years and have consistently worked day shift prior to SWAT training during that time, as had other members of the SWAT team before Scanlan and Kempf. In fact, it has been the norm that officers working their shift (before or after a SWAT training day), or on a day off would receive payback for training during their off time in compliance with the 14 1/4 hour rule since the inception of payback. Payback compensation for training (since payback was created in the labor agreement to reduce the cost of overtime) has been approved for actual hours trained during officers' respective off times. That past practice has been consistent since 2014. See then Operations Cpt. Ebel's memo addressed to specialty unit supervisors specifically addressing the issue and clarifying an officer's option to flex their hours to attend training or work their shift and then attend training. Lt. Gering's order requiring officers to flex their day for training purposes, or receive permission to not flex their day, is in direct contradiction to our contract language, past practice and now Commander Ebel's instructions.

Additionally, on 08-06-2020 other officers junior to Kempf and Scanlan were allowed to attend SWAT training on their work day, outside of their work hours, and still earn payback including, but not limited to, Officers Carlson and Eickholt.

Timeliness:

Following August 6th, 2020, GBPPA representatives met with Cmdr. Warych and Capt. Richgels in attempt to resolve this matter. Discussions were had regarding the topic and Cmdr. Warych agreed to waive timeless while he researched the matter. On 09-22-2020, Comdr. Warych notified the GBPPA of his decision and issued a memo for supervisors to regarding officers flexing their workday for training. Comdr. Warych also agreed (via email) to provide the GBPPA additional time to evaluate his decision and grieve the matter if need be. Therefore, this grievance is timely. (See attached Memo from Comdr. Warych).

Statement of Facts:

- Kempf and Scanlan are assigned to day shift Detectives 7a-3:30p.
- Kempf (SWAT Team Leader) and Scanlan (Assistant SWAT Team Leader) are members of the SWAT team in good standing.
- SWAT Command Staff schedules SWAT training; regular scheduled time is 11a-7:30pm.
- Members/former members of SWAT have attended training during part of their workday, or during their off time, or on a workday, or on an off-day, as a normal practice for years prior to and since the inception of payback. (See 2014 memo from then Capt. Ebel)
- The compensation for attending SWAT training for members including Kempf and Scanlan is straight time payback consistent with Article 7.4 of the labor agreement.
- The concept of ordering members of the GBPPA to change their work hours to make SWAT training (or any other monthly specialty unit training) their workday is a new concept which is completely inconsistent with the parties unequivocal past practice, and is not the result of being collectively bargained.
- In fact, the City specifically requested in bargaining the successor to the 2016-2019 labor agreement that officers flex their workday for training purposes; a proposal that was denied by the GBPPA.
- Kempf and Scanlan would not have been in violation of the 14 ¼ hour rule if they had worked their regularly scheduled shift and then attended training until 7:30p.
- Several other members of SWAT junior to Kempf and Scanlan were allowed to attend SWAT training on that date – while on their off time -- and accrue payback.
- Article 7.4 specifies that a member of SWAT “may” flex their day for training.
- Article 7.4 specifies that the compensation for training on a member’s off time is payback at the straight time rate.

- SWAT training has always been voluntary. Members of SWAT have not been disciplined, nor required to use vacation, personal time, sick or other paid time off when unable to attend scheduled SWAT trainings.

Rational:

Article 7.4 of the labor agreement specifies that an officer "may" flex their day for training. That provision has always been interpreted by the parties as providing an officer with the choice of doing so. Many members of the GBPPA have voluntarily done so in order to maintain compliance with the 14 ¼ hour rule. Article 7.4 also specifies that compensation for SWAT training for any member of the GBPPA on their off time is straight time payback.

The GBPPA recognizes the City's right to schedule SWAT training. The City chose to schedule training during a portion of Kempf and Scanlan's off time. To order Kempf and Scanlan (or any member of SWAT) to flex their day solely to reduce the amount of payback is at odds with the plain language of article 7.4. It also violates articles 2.1 and 2.4, and constitutes an unfair work rule, as the City is applying their new directive in a discriminatory fashion by allowing some GBPPA members (but not others like Kempf and Scanlan) to attend SWAT training on their off times and receive payback compensation.



Green Bay Police Department
Operations Division



Captain Paul Ebel

Email: pauleb@greenbaywi.gov

920-448-3186

Date: June 2, 2014

Ref: Training and Flexing of shifts, special units

Special Unit Commanders

Each of the special unit teams that are assigned to you has a shift flexing component attached to the officer who is attending training on a regularly scheduled work day. The officer has the ability to flex their schedule in order to attend the training or they may choose to work their shift up to the start of the training then attend the scheduled training. Their attendance at training depends on a safety staffing level that maintains a two person buffer on shift. In order to assist the effected shifts with planning their staffing levels 6 days out please have the officers assigned to your teams inform you of their intent to flex their shift or work their shift at a minimum of 10 days prior to any scheduled training.

Grievance #20 - 004

Green Bay Professional Police Association Contract Violation Information Form

Date of Occurrence: 08-11-2020	Grievance step - check one 1 ☒ 2 ☐ 3 ☐
Officer's Name/Rank: (If association as a whole write GBPPA) Officer Kenney, among others.	Division/Assignment: Operations /Dive Team
This grievance alleges a violation of article 7 section 7 of the labor agreement and/or department policy pertaining to: <u>the requirement to flex their workday to attend training.</u> The grievance also alleges a violation of articles 2.1 and 2.4, as the department is applying <u>their new directive in a discriminatory fashion.</u>	

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

See attached documentation

Relief Sought:

1. Allow all DIVE team members to attend scheduled training on their off time with the compensation being time for time payback in accordance with 7.7.1.
2. Make DIVE team member (including Kenney) should be made whole for the time they were not allowed to attend training.
3. Cease and desist from discriminating among GBPPA members who seek to enforce the terms of the labor agreement.

Signature of Employee: T. Kenney (PS)	Signature of Association Representative: 	Date Filed: 9-23-2020
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Employer Representative Response:

Employers representative signature	Title	Date Grievance received:	Date Answered

Matter resolved: Yes ☐ No ☐ If yes, How?

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09-22-2020

GBPPA Grievance 2020-004

Summary:

On Tuesday August 11, 2020, the DIVE team had full team training. Training was scheduled by DIVE Team command staff, and scheduled for 11a-7:30p. Officer Kenney (Kenney) was assigned to his normal scheduled workday of 6:15a-2:45p as a day shift patrol officer.

Kenney as a member of the DIVE team was scheduled to participate in training that day. As Kenney and other officers have done in the past, Kenney worked his normal scheduled patrol shift from 6:15a - 10:30a at which time he would be removed from the road so as to attend training. This routine plan for Kenney to work before dive training day is consistent with Article 7.7.1 d of the contract between the City and the GBPPA which states, "Members may flex their workday or receive payback compensation for attending diver related meetings and/or trainings on their work day."

On that date Kenney was advised by DIVE team Lts. that he was not allowed to stay past 2:45 pm, the end of his scheduled workday, so as not to create payback. That direction from Lt. Manhonie was inconsistent with the terms of Article 7.7.1(d) of the labor agreement, as well as past practice, as Officer Kenney and other members of the dive team have been routinely allowed to choose to either work their shift prior to attending training or flex their work day, in accordance with a 2014 memo from then Cpt. Ebel. (See attached)

Additionally, Officer Kendal Herwald, another DIVE team member was allowed to attend training on his regular off day and was able to earn payback compensation. Herwald is junior to Officer Kenney in terms of bargaining unit seniority.

Timeliness:

Following August 6th SWAT training and Aug 11 DIVE training, GBPPA representatives met with Cmdr. Warych and Cpt. Richgels in attempt to resolve the matter. Discussions were had regarding the topic and Cmdr. Warych agreed to waive timeless while he researched the matter. On 09-22-2020, Cmdr. Warych notified the GBPPA of his decision and issued a memorandum for supervisors to follow in regard to officers flexing their day for specialty unit training. Cmdr. Warych also agreed via email to provide the GBPPA more time to evaluate his decision and grieve the matter if need be. Therefore, this grievance is timely. (See attached Memorandum from Cmdr. Warych).

Statement of Facts;

- Kenney is a day shift patrol officer scheduled to work 6:15 am-2:45 pm on a 5-3 work schedule.
- Kenney is a member of the DIVE team in good standing.
- DIVE team Command Staff schedules Dive training; regular scheduled time is 11a-7:30pm.

- Members/former members of the DIVE team have attended training during part of their workday, or during their off time on a workday, or on an off day, as a normal practice for years prior to and since the inception of payback. (See 2014 memo from then Capt. Ebel)
- The compensation for attending DIVE training for members including Kenney has been straight time payback consistent with Article 7.7 of the labor agreement.
- The concept of ordering members of the GBPPA to change their work hours to make DIVE training or any other monthly specialty unit training their workday is a new concept, completely inconsistent with the terms of the labor agreement as well as the parties' past practice is not the result of collective bargaining.
- In fact, the City specifically requested in bargaining the successor to the 2016-2019 labor agreement that officers flex their workday for training purposes; a proposal that was denied by the GBPPA.
- Kenney did not/would not have been in violation of the 14 ¼ hour rule if he had stayed at training until 7:30p.
- Other members of DIVE junior to Kenney were allowed to attend Dive training on this date, on their off time and earn payback.
- Article 7.7.1 specifies that a member of DIVE may flex their day or receive payback for training.
- Article 7.7.1 specifies that the compensation for attending training on a member's off time is payback at a straight time rate.
- DIVE training has always been voluntary. Members of DIVE have not been disciplined, nor required to use vacation, personal time, sick or other paid time off when unable to attend scheduled DIVE trainings.

Rational:

Article 7.7.1 of the labor agreement specifies that an officer "may" flex his/her day for training purposes. That provision has always been interpreted by the parties as providing the officer with the choice of doing so. Many members of the GBPPA have voluntarily done so in order to maintain compliance with the 14 ¼ hour rule. Article 7.7.1 also specifies that compensation for SWAT training for any member of the GBPPA on their off time is straight time payback.

The GBPPA recognizes the City's right to schedule DIVE training. The City chose to schedule training during a portion of Kenney's off time. To order Kenney (or any member of the DIVE team) to flex their day solely to reduce the amount of payback is not only at odds with the plain language of Article 7.7.1. It also violates articles 2.1 and 2.4, and constitutes an unfair work rule, as the City is applying their new directive in a discriminatory fashion by allowing some GBPPA members (but not others like Kenney) to attend DIVE training on their off times and receive payback compensation.



Green Bay Police Department Operations Division



Captain Paul Ebel

Email: pauleb@greenbaywi.gov

920-448-3186

Date: June 2, 2014

Ref: Training and Flexing of shifts, special units

Special Unit Commanders

Each of the special unit teams that are assigned to you has a shift flexing component attached to the officer who is attending training on a regularly scheduled work day. The officer has the ability to flex their schedule in order to attend the training or they may choose to work their shift up to the start of the training then attend the scheduled training. Their attendance at training depends on a safety staffing level that maintains a two person buffer on shift. In order to assist the effected shifts with planning their staffing levels 6 days out please have the officers assigned to your teams inform you of their intent to flex their shift or work their shift at a minimum of 10 days prior to any scheduled training.



Green Bay Police Department Operations Division



Commander Kevin Warych

920-448-3200 ext 0919

To: Patrol Supervisor/Specialty Unit Supervisors

Date: September 22, 2020

REF: Training and Flexing of shifts, special units

Below are the guidelines that each specialty unit supervisor shall follow. Our goal is to continue to provide training for our specialty units in a consistent and fiscally responsible manner.

- Department/Specialty Unit supervisors set the schedule to specialty unit training.
- The specialty unit training shall be scheduled on a date that minimizes the number of officers training off-duty.
- Officers will need to obtain direct supervisory approval to flex their schedule to attend training. The officer shall notify the specialty unit supervisor and the shift commander (Buchman, J. Allen, Atlas only) via email about his/her request to flex his/her schedule to attend the training.
- The officer shall notify the specialty unit supervisor and shift commanders above at least 10 days before the scheduled training.
- The notice shall be in given via email. If an officer approaches you and verbally tells you they intend to flex, then you need to remind them to send it to the supervisors stated above in writing otherwise it will not be approved.
- Generally, an officer is allowed to flex his or her schedule to attend the training. Exceptions to this is to ensure that there is minimum staffing for patrol officers and handling the Canine Unit. We will follow-up with the Canine Units on how to schedule the Canine Unit consistently with these guidelines.
- The Department has the right to dismiss officers early from training days at the conclusion of their work day to limit the accumulation of overtime and/or payback time.

Regardless of the position, if an officer does not give you notice to flex his or her schedule to attend training, then the officer will be working the normal shift and may attend the training for the amount of time that does not exceed 8.5 hours in a full day, workload permitting.

We will discuss this at our next supervisory meeting on September 30th (SGT) and Oct 1st (Lt.) Please contact me with any questions.

Cmdr. Kevin Warych

INTRADEPARTMENTAL CORRESPONDENCE

Date: October 13, 2020

To: Detective Kevin Kempf, Green Bay Police Department Detective
Detective Phil Scanlan, Green Bay Police Department Detective

From: Chief of Police

SUBJECT: RESPONSE TO GRIEVANCE NO. 2020-003

I received Green Bay Professional Police Association (PPA) Contract Violation Form, alleging a contract violation occurred on August 6 2020. Please see below for my grievance response.

TIMELINESS

The time limits for initiating grievance was waived while Commander Warych researched the matter. This grievance is determined to be within time limits.

GRIEVANCE

Per the Grievants' Information Form, Grievance No. 20-003: *"This grievance alleges a violation of article 7, section 4 of the labor agreement and/or department policy pertaining to: the requirement to flex their workday to attend training. The grievance also alleges a violation of articles 2.1 and 2.4, as the department is applying their new directive in a discriminatory fashion."*

On August 6, 2020 Detectives Kempf and Scanlan were scheduled in Telestaff to attend SWAT training from 1100 hours to 1930 hours. They did not notify their supervisors of their intent to work an extended workday on August 6th, 2020, despite being notified of their training schedule in person by Lieutenant Gering. Detective Scanlan and Detective Kempf began their workday on their regularly scheduled time of 0700 hours. They were advised by their supervisor that since they had started their shift at 0700 hours they would be dismissed from training at 1530 hours. They were dismissed from training at 1530 hours by their SWAT supervisor.

FINDINGS

The grievance is denied.

RATIONALE

The grievance is denied on the following basis: The Green Bay Police Department is committed to serving the Green Bay community as effectively and efficiently as possible. Training is scheduled by management (Contract Article 1.2) to provide the maximum effectiveness with the least possible fiscal impact. Training is not scheduled for the personal financial gain of any individuals. The fact that other, junior members, working patrol assignments on shifts different than the grievants' received payback is irrelevant.

Both Detective Kempf and Detective Scanlan were advised by their SWAT supervisor Lieutenant Gering that they were prescheduled to begin their workday at 1130 hours in order to attend SWAT practice. Both elected to come in at their regular 0700 hours start of watch times. There were no exigent circumstances or workload issues requiring their 0700 hours start of watch time and neither communicated to their supervisor in advance of any need or of their intent to begin work at 0700 hours. They were appropriately sent home by their supervisor after they completed a full work day at 1530 hours.

No PPA member is entitled to determine their work schedule in order to maximize their personal financial gain without the permission of the Department. It is clear and codified in the PPA Labor Agreement (Contract) that all SWAT training plans and schedules must be approved by SWAT supervisory personnel. Detectives Kempf and Scanlan failed to notify their supervisor of their plan to work their regular schedule and attend scheduled training, which blatantly conflicted with the notification and direction given to them by their SWAT Commander, and the contract language which requires that schedules be approved by SWAT supervisory personnel -Contract Article 7.4.1 (e).

The Department and City always reserve the right to send officers home if their workday has been completed.

CLARIFICATION OF DEPARTMENT POSITION

- The City of Green Bay is under considerable financial strain and all City department managers have been directed to initiate cost saving measures when practicable.
- Officers may flex their time in order to attend SWAT training, subject to SWAT supervisory personnel approving the schedule.
- In order to provide SWAT training in the most efficient manner, Lieutenant Gering was directed to modify the SWAT training day to accommodate the greatest number of personnel without the accumulation of earned Payback time.
- SWAT practice, and membership on the SWAT team are both voluntary assignments.
- Both Detective Scanlan and Kempf worked a complete workday, and were compensated appropriately for their work hours.
- The Department and City reserve the right to limit the earning of "payback time" using the management discretion to establish schedules when it is in the best interest of the City and Department.
- Detective Kempf and Detective Scanlan failed to notify or obtain permission from their supervisors to work an extended work schedule on August 6th, 2020. Their actions directly conflicted with direction and notification given to them by their supervisor.
- Lieutenant Gering notified the Detectives in advance that they would be dismissed at 1530 hours.
- Lieutenant Gering appropriately dismissed Detectives Kempf and Scanlan from SWAT practice at 1530 hours after their full workday was completed on August 6, 2020.

RELEVANT CONTRACT LANGUAGE

- Contract Article 1.2 Management Rights. The Union recognizes the prerogative of the City....to determine reasonable schedules of work.
- Contract Article 7.4.1(e) All training plans and schedules must be approved by SWAT supervisory personnel.
- Contract Article 7.21.1 For those teams where it is specifically referenced in Article 7, officers may flex their workday to attend training dependent upon the maintenance of a 2-person buffer above the current safety staffing numbers.
- Contract Article 29.1: Any officer accepting a position requiring specialized training/school for the position shall flex their workday and workweek to attend such training.

The Department management does not discriminate against PPA members who seek to enforce the terms of the labor agreement. Employment and scheduling decisions are made in the best interests of the community we serve and the individuals we employ. Consideration of Department and City financial concerns is appropriate in determining schedules and there is nothing discriminatory in doing so.



ANDREW J. SMITH
Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

Date: October 13, 2020

To: Police Officer Tim Kenney, Green Bay Police Department
Detective Phil Scanlan, President Green Bay Professional Police Association

From: Chief of Police

SUBJECT: RESPONSE TO GRIEVANCE NO. 20-004

I received Green Bay Professional Police Association (PPA) Contract Violation Form, alleging a contract violation occurred on August 11, 2020. Please see below for my grievance response.

TIMELINESS

The time limits for initiating grievance was waived while Commander Warych researched the matter. This grievance is determined to be within time limits.

GRIEVANCE

Per the Grievant's Information Form, Grievance No. 20-004: *"This grievance alleges a violation of article 7, section 7 of the labor agreement and/or department policy pertaining to: the requirement to flex their workday to attend training. The grievance also alleges a violation of articles 2.1 and 2.4, as the department is applying their new directive in a discriminatory fashion."*

On August 11, 2020 Officer Kenney, a member of the Dive Team was scheduled for training from 1100 hours until 1930 hours. Officer Kenney worked his normal patrol shift that day starting at 0615 hours until 1030 hours when he left the road to attend training.

Officer Kenney did not notify his supervisors of his intent to work an extended workday on August 11th, 2020. Officer Kenney began workday on their regularly scheduled time of 0615 hours. He was advised by his supervisor that since he had started his shift at 0615 hours he would be dismissed from training at 1445 hours. He was subsequently dismissed at 1445 hours by his supervisor.

FINDINGS

The grievance is denied.

RATIONALE

The grievance is denied on the following basis: The Green Bay Police Department is committed to serving the Green Bay community as effectively and efficiently as possible. Training is scheduled by management (Contract Article 1.2) to provide the maximum effectiveness with the least possible fiscal impact. Training is not scheduled for the personal financial gain of any individuals. The fact that another, junior member of the Department, Officer Kendall Herwald

working on a shift different than the grievant received payback is irrelevant. Officer Herwald who was cited in the grievance works a different shift and was on a scheduled day off on August 11th, the scheduled day of the Dive Unit training. Therefore, he is not similarly situated as the Grievant and was also appropriately compensated.

There were no exigent circumstances or workload issues requiring Officer Kenney's 0645 hours start of watch time. He was appropriately sent home by his supervisor after he completed a full work day at 1445 hours.

No PPA member is entitled to determine their work shifts in order to maximize their personal financial gain without the permission of the Department.

The Department and City always reserve the right to send officers home if their workday has been completed. The determination that the City and the Department need to take measures to reduce costs and to reduce payback is a valid management decision.

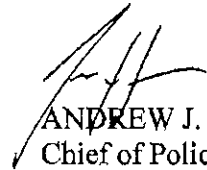
CLARIFICATION OF DEPARTMENT POSITION

- The City of Green Bay is under considerable financial strain and all City department managers have been directed to initiate cost saving measures when practicable.
- Officers may flex their time in order to attend Dive Unit training.
- In order to provide the Dive Unit training in the most efficient manner, the Dive Unit Officer In Charge (OIC) Lieutenant Mahoney was directed to modify the schedule of the monthly training day to accommodate the greatest number of personnel without the accumulation of earned Payback time.
- Dive Unit practice, and membership on the Dive Unit are both voluntary assignments.
- Officer Kenney worked a complete workday, and was compensated appropriately for his work hours.
- The Department and City reserve the right to limit the earning of "payback time" when it is in the best interest of the City and Department.
- Contract Article 7.7.1 (d.) States thatSupervisory approval shall be required prior to any member flexing their hours or performing duties on their off time." Officer Kenney did not notify or obtain permission from his supervisor to work an extended work schedule on August 11th, 2020.
- Lieutenant Mahoney notified officer Kenney in advance that he would be dismissed at 1445 hours.
- Lieutenant Mahoney appropriately dismissed Officer Kenney from Dive Unit practice at 1445 hours after his full workday was completed on August 11, 2020.

RELEVANT CONTRACT LANGUAGE

- Contract Article 1.2 Management Rights. The Union recognizes the prerogative of the City....to determine reasonable schedules of work.
- Contract Article 7.7.1 (d.) Supervisory approval shall be required prior to any member flexing their hours or performing duties on their off time

Contract Article 29.1: Any officer accepting a position requiring specialized training/school for the position shall flex their workday and workweek to attend such training. The Department management does not discriminate against PPA members who seek to enforce the terms of the labor agreement. Employment and scheduling decisions are made in the best interests of the community we serve and the individuals we employ while being fiscally responsible.



ANDREW J. SMITH
Chief of Police



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

November 23, 2020

Detective Kevin Kempf
Detective Phil Scanlan
Officer Tim Kenney
Green Bay Police Department
307 S. Adams Street
Green Bay, WI 54301

Sent via email: kevin.kempf@greenbaywi.gov

Sent via email: phil.scanlan@greenbaywi.gov

Sent via email: tim.kenney@greenbaywi.gov

RE: Step 2 – Grievance Response 20-003, 20-004 (Flex Workday to Attend Training)

Dear Detectives Kempf and Scanlan and Officer Kenney,

The following is my review of the grievances (20-003, 20-004) regarding the flexing of a workday to attend training. The language pertinent to this grievance is 1.2, 2.1, 2.2., 7.4.1.e, 7.7.1, and 7.21.

Article 1 – Recognition/Management Rights

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.

7.4 SWAT TEAM

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

7.7 DIVE TEAM

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

7.21 MAINTENANCE OF 2-PERSON BUFFER

7.21.1 For those teams where it is specifically referenced in Article 7, officers may flex their workday to attend training dependent upon the maintenance of a 2-person buffer above the current safety staffing numbers. Compensation for training will be actual hours at time for time via payback for those on their off time.

- i. Officers may be cancelled from training outside of 24-hours prior to the start of their regular shift in order to maintain the 2-person buffer.
- ii. If the training occurs during all or part of the officers' regular working hours, the officer may be pulled from training at any time to resume regular duties.
- iii. If the training does not occur during any part of the officer's regular working hours, the officer may not be pulled from the training within 24-hours prior to the start of

their regular affected shift.

- iv. The Shift Commander has the discretion to allow attendance below the 2 person buffer on a case-by-case basis, dependent upon the work environment present at the time the training is to begin.

These are the material facts for the grievances filed:

- Detectives Kempf and Scanlan are members of the SWAT Team.
- On August 6, 2020 Detectives Kempf and Scanlan were scheduled to attend SWAT training from 11:00am to 7:30pm.
- Detectives Kempf and Scanlan have a workday schedule from 7:00am to 3:30pm.
- Neither Detective Kempf nor Detective Scanlan notified their supervisor, Lt. Keith Gering, that they intended to start work at 7:00am and attend SWAT training from 11:00am to 7:30pm.
- Lt. Gering told both Detective Kempf and Detective Scanlan that they were unable to attend the full training and would be dismissed at 3:30pm as working from 7:00am to 3:30pm resulted in a full shift of work.
- Officer Kenney is a member of the Dive Team.
- On August 11, 2020 Officer Kenney, a member of the Dive Team was scheduled to attend Dive Team training from 11:00am to 7:30pm.
- On August 11, 2020 Officer Kenney was scheduled to work his regular shift beginning at 6:15am.
- Officer Kenney was told by his supervisor that since he began working at 6:15am he would be dismissed from training at 2:45pm.
- Officers who had an off day on both August 6, 2020 (SWAT Team Training) and August 11, 2020 (DIVE Team Training) were allowed to attend the full Specialty team training and receive payback.
- In 2014, then Operations Captain Paul Ebel sent out a memo addressing the ability of officers to flex his/her schedule to attend specialty unit training.

After reviewing the grievance, the grievance is denied for the following reasons.

I. INTERPRETATION OF THE CONTRACT DOES NOT PERMIT AN OFFICER TO FLEX A WORK SCHEDULE TO ATTEND TRAINING WITHOUT SUPERVISORY APPROVAL.

First, the interpretation of the pertinent contract language does not permit the officers to flex their workday to attend training without the proper notification or supervisory approval from a supervisor. In regards to the language pertaining to flexing of hours for SWAT Team training, this language is found in Article 7.4. Article 7.4 states "*All training plans and schedules must be approved by SWAT supervisory personnel. SWAT Team officers may flex their workday to attend training in accordance with 7.21.*" (emphasis added). The SWAT supervisory approves all training plans and schedules for the SWAT Team. Neither Detective Scanlan nor Detective Kempf notified the supervisor of their intent to start work at 7:00am and attend the full duration of the training. This allowed Lt. Gering to determine if the officers were allowed to attend the training past their regularly scheduled workday. In addition, neither Detective Scanlan nor Detective Kempf provided anything in the grievance that the flexing of hours was done in accordance with 7.21.

For Officer Kenney and attending Dive Team training, the contract states in 7.7.1.d.: *Supervisor approval shall be required* prior to any member flexing their hours or performing duties on their off time. (emphasis added) The facts indicate that Officer Kenney did not receive supervisor approval to flex his work schedule to attend Dive Team training.

Based on the contract language and the failure to obtain supervisor approval to flex the workday and attend Specialty team training, the grievances are denied.

II. PAST PRACTICE

Unambiguous contract language cannot be modified by past practice. *See Madison Teachers Inc. v. Madison Metro. Sch. Distr.*, 2004 WI App 54 ¶ 15. As stated above, the contract language is unambiguous that the officer on the SWAT Team may flex his or her schedule in accordance with Article 7.4 and 7.21 and for the Dive Team may flex his or her schedule in accordance with Article 7.7.1.d.

In the alternative, if the contract language is determined to be ambiguous, then 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).

Detectives Kempf, Scanlan, and Officer Kenney stated that the past practice has been unequivocal and are relying on a Memo from 2014 to show that the past practice has been to allow officers to flex their schedule to attend specialty team training. As stated above, the City is not bound by the memo from 2014 as the contractual language controls how officers can flex or not flex their schedule to attend specialty team training.

Even if the 2014 memo from then Operations Captain Ebel is relevant in determining that a past practice has been established, the 2014 memo does not clearly establish a past practice. The 2014 memo requires officers to notify their supervisors at least 10 days prior to a specialty training to indicate whether an officer is asking to flex his/her schedule to attend specialty training. The grievants did not follow the guidelines posted in the memo and the alleged past practice that they rely on. It cannot be an unequivocal past practice if officers in the past have given a 10 day notice before a schedule is flexed and now the officers do not give any notice. That would not be a consistently applied practice.

Moreover, the reliance on the memo shows that the alleged past practice was not clearly enunciated and acted upon or that it has been an established practice accepted by the parties. The memo stated that notice should be given at least 10 days prior to when an officer asked to flex his or her schedule. If that is the past practice that is enunciated between the parties, it was not followed or acted upon here.

Therefore, if the language is determined to be ambiguous, there still is not an established past practice that allows the grievants the ability to attend specialty training and flex their workday without giving the proper notice to a supervisor.

III. WHETHER THE SUPERVISOR'S DECISION IS A REASONABLE WORKPLACE RULE OR DISCRIMINATORY.

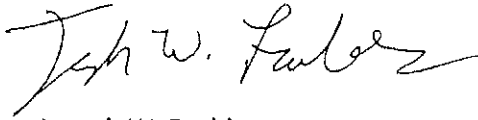
The supervisors asking the grievants to leave specialty training early because the proper notice was not given to flex one's work schedule and foregoing payback was reasonable and not discriminatory. This is a reasonable work rule based on the rationale listed above, the management rights listed in Article 1.2 and the contract language in Article 7. If supervisors and management are unable to ask for notice and determine whether an officer can flex one's schedule, this will cause disruption in scheduling including the concern of scheduling enough officers to meet the safety staffing levels.

If the interpretation of the grievants is upheld, this will undermine a supervisor's authority to set the schedule and will create an unworkable environment. Based on the grievants' interpretation of the contract, the grievants do not have to give any notice to the supervisor of an officer's intent to flex one's schedule to attend specialty training. This interpretation of the contract usurps the authority of a supervisor to create and set schedules and from a practical manner makes managing schedules and specialty training very difficult to do.

In addition, there is no discrimination because officers who were on their off day could attend specialty team training and receive payback. Supervisors set the schedule to minimize the number of officers who could attend training on one's off day. For the grievants who wanted to attend specialty team training on their work day, they failed to give notice and work with the supervisor to attend the specialty team training on their workday. I'm not aware of any other officers who were similarly situated who could attend the full specialty team training and earned payback. Thus, the action was not discriminatory.

For the foregoing reasons, the grievance is denied.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Joseph W. Faulds".

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)



Green Bay Police Department Operations Division



Captain Paul Ebel

Email: pauleb@greenbaywi.gov

920-448-3186

Date: June 2, 2014

Ref: Training and Flexing of shifts, special units

Special Unit Commanders

Each of the special unit teams that are assigned to you has a shift flexing component attached to the officer who is attending training on a regularly scheduled work day. The officer has the ability to flex their schedule in order to attend the training or they may choose to work their shift up to the start of the training then attend the scheduled training. Their attendance at training depends on a safety staffing level that maintains a two person buffer on shift. In order to assist the effected shifts with planning their staffing levels 6 days out please have the officers assigned to your teams inform you of their intent to flex their shift or work their shift at a minimum of 10 days prior to any scheduled training.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 12, 2021

PREPARED BY

AGENDA ITEM # E.4

A request by Ald. Brian Johnson to the Personnel Committee for an update on the alderperson orientation program that was submitted approximately two years ago.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

**REPORT OF ROUTINE PERSONNEL ACTIONS
FOR REGULAR EMPLOYEES
January 12, 2021**

<u>Position</u>	<u>Department/Division</u>	<u>Name</u>	<u>Date</u>
<u>New Hire</u>			
Temp Tax Collection Help	Administrative Services	Jann Charette	12/10/2020
Temp Tax Collection Help	Administrative Services	Tracey Schabel	12/11/2020
Firefighter EMT	Fire	Andrew Aschenbrenner	1/1/2021
Firefighter EMT	Fire	Alexander Becker	1/1/2021
Firefighter EMT-P	Fire	Thomas Benike	1/1/2021
Firefighter EMT	Fire	David Dellemann	1/1/2021
Firefighter EMT	Fire	Kyle Laabs	1/1/2021
Firefighter EMT	Fire	Trent Smits	1/1/2021
Firefighter EMT	Fire	Jason Tease	1/1/2021
Firefighter EMT	Fire	Daniel Wachholz	1/1/2021
Firefighter EMT	Fire	Chad Weihbrecht	1/1/2021
Temp Tax Collection Help	Administrative Services	Catrina Roberts	12/14/2020
Real Estate Specialist	Community & Economic Development	Ronda Bitney	1/4/2021
Parking Maintenance Technician	Public Works	Allison Olson	1/5/2021
<u>Rehire</u>			
Temp Tax Collection Help	Administrative Services	Karen Schley	12/10/2020
Temp Tax Collection Help	Administrative Services	Constance Brownell	12/11/2020
Temp Tax Collection Help	Administrative Services	Roxanne Boncher	12/11/2020
Tax Collection Lead	Administrative Services	Lauren Destiche	12/21/2020
<u>Transfer</u>			
Laborer - Sanitation	Public Works	Nicholas Tarkowski	12/21/2020
Truck Driver - Sanitation			
<u>Promotion</u>			
Advanced Patrol Officer Specialist I	Police	Kevin Bahl	11/15/2020
Advanced Patrol Officer Specialist I	Police	Timothy Kenney	11/15/2020
Advanced Patrol Officer Specialist I	Police	Elizabeth Strandt	11/15/2020
<u>Grade/Step Change</u>			
Patrol officer	Police	Karen Pineda	12/16/2020
Patrol Officer	Police	Jade Schneider	12/28/2020
Patrol Officer	Police	Roman Trimberger	11/3/2020
Patrol Officer	Police	Craig Kolbeck	11/3/2020
Patrol Officer	Police	Matthew Woods	11/6/2020
Patrol Officer	Police	Gerald Gorin	11/6/2020
Patrol Officer	Police	Eric Elbe	11/6/2020
Patrol Officer	Police	Marco Rodriguez	11/9/2020
Patrol Officer	Police	Dan Skenandore	11/16/2020
Patrol Officer	Police	Jacob Brenteson	11/18/2020
Patrol Officer	Police	Grant Fischer	11/18/2020
Patrol Officer	Police	Joseph Mueller	11/18/2020
Patrol Officer	Police	Christopher Vaubel	11/26/2020
Patrol Officer	Police	Shawna Coron	11/26/2020
Patrol Officer	Police	Bashir Buruin	11/26/2020
WLS Animal Keeper	Parks, Recreation & Forestry	Amy Harris	10/27/200
HR Generalist II	Human Resources	Sarah Fidler	12/17/2020
HR Generalist I	Human Resources	Adam Reidinger	9/4/2020

End of Employment

Specialist II	Police	Richard Allcox	12/18/2020
Mechanic Foreperson	Police	Dean Simon	12/18/2020
Public Works Supervisor	Public Works	Tim Gates	11/30/2020
Maintenance Mechanic	Transit	Ronald LaPlante	12/28/2020
Truck Driver - Sanitation	Public Works	Dave Dimmer	12/28/2020
Parking Enforcement Officer	Public Works	Dean Jacques	11/28/2020
Deputy City Clerk	Administrative Services	Kim Wayte	12/9/2020
Crossing Guard - Regular	Police	Ken Brodhagen	11/18/2020
Battalion Chief	Fire	Robert Wiegert	12/19/2020
Engineer	Fire	Jeff Huguet	12/10/2020
Park Maintenance Worker	Parks, Recreation & Forestry	Stephen Hoffman	12/11/2020
City Clerk	Administrative Services	Kris Teske	12/31/2020