



# **MINUTES 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

Present: Barbara Dorff, Veronica Corpus-Dax, Brian Johnson, Bill Galvin

Others Present: Ald. Mark Steuer, Ald. Lynn Gerlach, Finance Director Diana Ellenbecker, Police Chief Andrew Smith, Public Works Director Steve Grenier, Human Resources Director Joseph Faulds, Asst. Parks Director James Andersen, Chief of Staff Celestine Jeffreys, Deputy City Attorney Joanne Bungert, Asst. City Attorney Lindsay Mather, Commander Kevin Warych, Lt. Gary Richgels, Detective Phil Scanlan, Detective Brad Biller, Detective Kevin Kempf, HR Operations Melanie Falk and others.

## **C. APPROVAL OF THE AGENDA.**

Moved by Ald. Barbara Dorff, seconded by Ald. Brian Johnson to approve the agenda. Motion

carried.

Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, Brian Johnson, No- None, Abstain- None

#### **D. APPROVAL OF MINUTES.**

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

Moved by Ald. Veronica Corpus-Dax, seconded by Ald. Brian Johnson to approve. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, Brian Johnson, No- None, Abstain- None

#### **E. REGULAR BUSINESS.**

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

Moved by Ald. Barbara Dorff, seconded by Ald. Brian Johnson to approve. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, Brian Johnson, No- None, Abstain- None

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.

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

Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, Brian Johnson, No- None, Abstain- None

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.*

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to go into closed session. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, Brian Johnson, No- None, Abstain- None

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

Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, Brian Johnson, No- None, Abstain- None

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to direct staff to proceed as discussed in closed session. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, Brian Johnson, No- None, Abstain- None

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.

Moved by Ald. Brian Johnson, seconded by Ald. Veronica Corpus-Dax to hold this item until the next meeting. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, Brian Johnson, No- None, Abstain- None

## **F. INFORMATIONAL.**

1. Report of routine personnel actions for regular employees.

Moved by Ald. Brian Johnson, seconded by Ald. Barbara Dorff to receive and place on file. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, Brian Johnson, No- None, Abstain- None

2. Next meeting date: January 26, 2021

## **G. ADJOURNMENT.**

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

Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, Brian Johnson, No- None, Abstain- None

## **VERBATIM MINUTES**

- Second.

- All right. All those in favor say aye.

- Aye.

- Aye.

- Aye, and that passes unanimously. Onto item two, consideration with possible action on a request to approve wage agreement between the City of Green Bay and International Brotherhood of Electric Workers, Local 158 with a 1% general salary increase effective at the start of the pay period in which October 1st, 2021 occurs. Staff.

- You have me... I think we have some feedback in here. We're having some technical difficulties.

- You sound really far away, Joe. Let's let's do this. Does anyone have any questions for staff.

- Looks like they did a good job.

- Hearing none, I'll entertain a motion.

- Move to approve.

- Second.

- All those in favor say aye.

- Aye.

- Aye.

- Aye. And that passes unanimously. Okay. Item number three. Consideration with possible action on grievance number 2020-003 and 2020-004 filed by the Green Bay Professional Police Association regarding the flexing of schedules for specialty team training. Staff. Joe is taking us on a tour of the council chambers.

- Sounds like there are two lines open. That's usually when there's that feedback.

- Can you hear me now?

- Yeah.

- I can hear you now.
- All right. I'm out of breath but...
- So, we're waiting for staff to give us some guidance on this grievance from the bargaining unit with the police department.
- Attorney Mather is here to do that for you. She just got into her office.
- Oh, I'm sorry. Okay.
- Sorry, didn't realize all my staff was turned off. What was the question? I was trying to fix the microphones in council chamber.
- All right, that's fine. We just introduced the item number three. And we're just looking for some direction on proceeding from here.
- Sure, so these there are two grievances that are being considered together from the Green Bay Professional Police Association. And although this is what I sent the script for.
- Yep.
- So, did you read that?
- Do you want me to just take off with that or--
- I believe that that's probably the best way to get started is to just get right into going through that script and then see if anybody has any additional arguments they want to make.
- All right. Sounds good. Let me see. Let me pull that up. Give me one second here, folks. Wait a second. All right, we're on the item number three, considered, okay, I read all that. It's the goal of the Personnel Committee to provide and conduct a hearing that is fair, and substance. To ensure that this hearing satisfies these goals, each member of the Personnel Committee, please confirm the following by stating I confirm. And I'll have you do this one by one. The first is I do not have an interest or a conflict of interest in this matter. Alder Dorff?
- I confirm.
- Alder Johnson.
- Confirmed.
- Alder Corpus-Dax. Okay, number two, I have not received any communications from any person or party about this matter. Alder Corpus-Dax.
- I confirm.
- Alder Johnson.
- I confirm.
- Alder Dorff.

- I confirm.

- Okay--

- Alder Galvin, we'll need you to confirm both as well, please.

- Oh yes, I'm sorry. I confirm on both.

- Thank you.

- Sorry about that. A decision will be made based upon the labor agreement between the City of Green Bay and the Green Bay Professional Police Association in effect as of the date of the event complained of. The personnel committee will either announce its decision tonight or take the matter under advisement and have a decision at the next committee meeting the personnel committee will make findings of fact and conclusions of law based upon the record before it at this time, the following the materials have been submitted into the record. One is your original grievance number 2020-003, identified as Green Bay Professional Police Association Contract Violation Information Form in August 6th of 2020 and attached documentation. Number two, the original grievance number 2020-004 identified as Green Bay Professional Police Association Contract Violation Information Form, in August 11th, 2020, and attached documentation. Number three is a memorandum from Commander Kevin Warych to patrol supervisors, specialty unit supervisors, referenced training and flexing of shifts, special units dated September 22nd, 2020. Item number four is a grievance response number 2020-004 from chief Andrew Smith dated October 13, 2020. Number five is the grievance response number 2020-004 from Chief Andrew Smith dated October 13th, 2020. Number six is a letter containing step two grievance response from HR Director Joseph Faulds, the detectives Kempf and Scanlan and Officer Kenney regarding grievances number 2020-003 and 2020-004 dated November 23rd of 2020. Lastly, is a letter from HR Director Joseph Faulds to the Personnel Committee dated January 6th, 2021. Pursuant to section 3.8.3 of the labor agreement the committee may decide whether to hold a fact-finding hearing. As neither party has requested a fact-finding hearing, the committee will consider as evidence only the materials which have been submitted into the record. No testimony or further evidence will be considered. Both parties will be permitted to make arguments in support of their written submissions. Does either party wish to make arguments in support of their written submission? Detective Scanlan or Detective Biller.

- I would like to make a brief statement in support of our position.

- Okay. To ensure this hearing proceeds in an orderly fashion, I will describe the process that will be followed. The grievant will have up to 10 minutes to present and it's either written submission. The city will have 10 minutes to present its argument in support of the written submissions. The grievant will then have five minutes for a closing statement. Then the city will have five minutes for a closing statement. Throughout this process, the Personnel Committee members and chair may ask questions of any speaker. Please answer the questions asked and do not engage in debate. The committee will close the hearing and enter into the committee deliberation. If anyone needs accommodations to speak... I'm sorry, I lost the... Okay, to speak or hear, please advise me now. Assistance will be provided if necessary. And then lastly, once arguments are concluded, the committee may go into closed session and deliberate. If any committee member does wish to speak, If I don't notice, obviously, call out and let me know. So staff, is there anyone that can keep track of the time involved here or should I just set my watch up here to do it?

- I think we'll both be okay, Alder Galvin.

- I've never heard Phil speak for more than 10 minutes, not too, too worried.

- All right, Phil, anytime you're ready, either you or Brad, go ahead

- First, thank you for having us. Can you hear me okay?

- Yes.

- Okay. Your list of documents is quite long and I understand that you have our grievances number three and number four. You have the chief's response to both. You have Director Faulds' initial response, Director Faulds' legal argument to the committee. And I just wanted to try to break this down in three questions in regards to your analysis of this grievance and I appreciate you taking the time to take a look at it. The first question I would like you to consider is can the chief or his designee order a Green Bay PPA member to flex their workday to attend monthly specialty unit training? And in this case, it's DIVE training and SWAT training. So that's the first question. The second question is what is flexing mean in regards to the plain language of our contract, our past practice in the management of our department and our membership? And third, can the chief or his designated managers allow some of our members to accrue payback for specialty unit training while not allowing others for no rational reason? And I'd like to start with number one, if you're ready. can the chief force GBPPA members to flex their day for SWAT training or for DIVE training? The association's position is absolutely not. And I think if you ask Commander Warych and ask Commander Ebel, I think their position would be no as well. And that is clearly reflected in commander Paul Ebel's 2016, is it, memo 2014 memo where he clearly says officers have the ability to flex their day or they may choose to work their shift to start with the training and then attend the specialty training. And I also think the management decision to order a member to flex their day is at odds with our contract. And I think it comes down to simply may versus shall. In both the articles of the labor agreement that regarding SWAT training and DIVE training, in Article 7 both are very specific that we may flex our day for training. It does not say shall. And I'll draw a quick distinction between let's say canine training, where it says canine handlers shall flex their day for training. And they all do, every training. They flex their day for training. It's not an option as defined in Commander Ebel or Commander Warych's memos regarding specialty unit training because there is that distinction between shall and may. And the association's position on this day regarding this grievance with Detective Kempf and myself as the named grievants, that we were essentially forced to flex our day. The grievance that we wrote is very clear that Lieutenant Gering made it very specific that we had to ask permission to work our core hours, to work at 7:00 AM, which means he flexed our day without our permission. It would be impractical of a manager to expect an employee to ask permission to work their core hours if they hadn't already flexed their day. Detective Kempf or I agreed to flex our day on that date. That's number one. Number two, what is flexing mean? And, to me, it's quite simple. To most of the employees of the Green Bay Police Department, I believe, it's a quite simple concept because we live it, we work it. And what I can tell you is flexing your schedule means that if I am a day shift employee, I work 7:00 AM to 3:30 PM. My TeleStaff reflects that to infinity. If I choose to flex my schedule, I ask permission and I might change my work day from seven to 3:30 to 9:00 AM to 5:30 or to 5:00 AM to 1:30. But I essentially flex my eight and a half hour period of work is what our department has consistently determined to be flexing the schedule. And the reason why I wanted to draw this distinction is if you look at Director Faulds' legal assessments, I don't believe he really answers the question of our grievance. And the questions in our grievance is can we be forced to flex our day? Director Faulds, in his assessment of our grievance, is asking the committee to not allow us to flex our day without permission and the association, at no time in our grievance, flex their day without permission. We, Detective Kempf, myself, we wanted to work our core day at 7:00 AM and not flex our day. So that is the terms of this grievance, not in any way, we will concede, without argument, that I cannot flex my workday without permission. But we will also argue on behalf of the association that we can not be forced to flex our workday for the purposes of SWAT and DIVE because the contract is may not shall. And I'll also say that Director Faulds' assessment of this grievance being about flexing our day is inconsistent with Commander Ebel's memo. Commander Ebel is a 30-year veteran of the police department. He's been the commander for, probably the most senior commander of the department. And Commander Ebel's definition of flexing is quite clear in his memo. He refers, and I quote, "The officer has the ability to flex their schedule in order to attend a training or they may choose to work their shift up until the start of their training then attend the scheduled training, which is exactly what Detective Kempf and I wanted to do on that date and also Officer Kenney in regards to DIVE team. Director Faulds' legal document, I believe it's the January 6th one. On page two, Director Faulds gives a series of options that he says our interpretation of the contract allows. And I will quote, one of the options, option two bullet point document is the officer may, bullet point two arrive at 7:00 AM, work on till 11:00 AM in his or her regular

capacity and then stop training from, I'm sorry, then stop working one's core schedule to flex his or her schedule to attend specialty team training from 11:00 AM to 9:30. So what we have is a direct distinction between Director Faulds' definition of what flexing your day means. Commander Ebel is quite clear that flexing your day along with the common practice of using TeleStaff in flexing our workdays is flexing your eight and a half hour workday and take you off of your core job to attend training on your duty time. Director Faulds' definition is not that. Director Faulds' definition is flexing, meaning you work your core hours till 11 and then somehow flex from 11 to 9:30. It doesn't make sense. It's clearly at odds with Commander Ebel's definition. And it's also at odds with Commander Kevin Warych's specialty unit supervisor memo, essentially says officers will obtain direct supervisor approval to flex their schedule to attend training. We agree with that. In fact, in this case, Detective Kempf and I didn't ask Lieutenant Gering because we were not attempting to do that. We were attempting to do exactly what Captain Ebel said we can do in 2014 and has been an accepted practice for the last six years, is we were choosing to work our scheduled workday and then attend training for the remainder of our workday and then training after our workday. And then lastly, my last question is can the chief, can his designated managers essentially check in plain language. And I will say not if it's not rational. The association believes that should the city be in such dire economical situation that they can't afford to pay payback for training, which is the designated compensation for our off-time training, then they have the right not to train us. They cannot send us to training on our off time. But to allow some of our members to attend training on their off time and to not allow others, does it make sense? And also the method, what's used here is there's some conversation in these documents regarding notice, proper notice. And here's our response to that. One, is Commander Ebel's... Well, first of all, Commander Warych's memo was written after this grievance, after the event. So prior to that memo, we were operating under Commander Ebel from 2014. And if you look at the last, it says their attendance in training demands are on safety staffing level to maintain a two-person buffer in order to assist the effective shifts with planning their shift levels, six days out, please have the officer's assigned to your teams inform you of their intent to flex their shift or work their shift at the minimum of 10 days prior to scheduled training. I would like to note that that is not a policy in our policy manual. That is a direction from Ebel to specialty unit commanders simply basically saying talk to your people, find out what they want to do. If they wanna flex, they can, if the staffing is allowed. If they choose to work the workday, they can. That is what that says. And that has been the operating practice for the last, at least, six years. I can tell you on the day in question, on the day in question, Officer Tim Eickholt is one of the officers that we were told was allowed, either gave no notice, was not asked to give notice and it was just assumed he would work his workday. And he did work his work day and then went to training, which is inconsistent with the management of Detective Kempf and myself who were ordered to flex our workday, asked permission not to if we chose to and then because we didn't were not allowed to attend training. And I think Officer Kenney's scenario was a little bit different even than that.

- Phil.

- Yes.

- I'm sorry to interrupt--

- I'm at 10 minutes. Okay. I'm at 10 minutes.

- Oh, I'm sorry. Okay, that's what Lindsay was doing.

- I got my points, I said I'd be brief. I apologize for talking longer than I should have.

- And Phil, if you got a couple of small points you want to make real quick, definitely, take the time. If you've got some bullet points here you think we should hear then--

- Yeah, the last point is that Officer Kenney's management was different. Steve Manhonie, his Lieutenant typically asked him a week ahead of time, "Hey, do you want to flex your day or not?" Up until that day, this grievance, that was always the standard. There was no formal notice. There was no order to change his hours.

And officer Tim Eickholt was never asked to provide a notice. The shift commander never required to give him a notice. He was always scheduled to be on the road, on the street until training started if staffing allowed to be pulled off. So basically the GPPA opines that, that inconsistent type of managing payback accruals is not rational. That'd be the end of that.

- All right. Could I ask some questions of detective Scanlan at this time and other members, would that be appropriate? All right. Thank you. Alder Dorff has her hand up. Go ahead Alder Dorff.

- So detective Scanlan, I read all of the documents and I thank you for the clarification because it was seeming like the difference was asking permission or informing the supervisor gave people permission then to stay late and to get paid for the extra time. But my question would be, have you or have the officers ever worked core hours and then just stayed on and gotten paid extra for staying late for the training without flexing hours or without getting permission for flexing hours?

- With full confidence that I went to day shift detectives in 2014 and I do not know of one the monthly training where I did not do just that. I worked at 7:00 AM and I did my detective work until 11:00 AM so did Detective Kempf. At 11:00 AM, because we were on the schedule to go to training, we left our detective duties, went to training and then trained till 3:30, technically on city time because that's when I worked in after 3:30, stayed until the end of training and earned payback because the compensation for training on your off time is payback. It's not overtime, it's payback. I'll give you the same answer. I believe Officer Kenney is on. He'll give you the same answer. I will tell you as a matter of just clarity that there are individual members of our bargaining unit that don't want to work 12 hours, Ms. Dorff and they choose to flex their day. So they ask permission and they would rather only work an eight and a half hour a day and they attend training. But there are members of our unit because of whether they're on patrol or because whether they're a detective or traffic cop that have chose for many, many, many years to work their core shift. And then leave, attend training. And up until August 6th, if that's the date, that was never an issue. And it is a new rule. And I think that's why it resulted in three grievances in one because different individuals were managed differently and that is essential to our grievance.

- Do you believe that if you had asked permission or indicated that that's what you wanted to do, that that would have been granted?

- I was told unequivocally by Lieutenant Gering that his directive is to reduce payback costs. I have an email from Commander Warych, I don't have it in front of me, he essentially told me that going forward if people choose not to flex their day, they're not going to be able to stay and earn payback. I might have that email in front of me.

- And whether you do or not, do you believe that because the city is in a financial difficulty because of COVID and other things, do you believe that that is why is what's being asked of you.

- And I understand that's being asked, but what the association is pointing out is our contract specifies, our labor agreement with the city specifies compensation for spot training on your off time is payback. The city sets the training schedule. They choose to train us when they choose. It's on some employees workday, it's on some employees off day. And there is pros and cons to both. As you know, we used to get paid overtime to train. And at that time, they tried to get everyone to train on duty to reduce the cost of overtime. Then they realized if we have everyone who's supposed to be working training, we either can't send people to training because of staffing levels or nobody's working. So we came up with payback and our association agreed to get rid of overtime which was unheard of in most labor unions to train at payback at a straight time rate so it'd be on our off time. And that has been the standard for the last, at least, six years. That has been the standard until August 6th, that we are now being told that if we do not flex our day, it'll be up to the individual manager to decide whether or not we can stay and earn payback. And it's the association's position that that inconsistent type of management that one manager might allow it but another manager will choose not to, is discriminatory.

- Thank you. That's all the questions I have.

- Are there any other committee members that have questions? Are there any alders that are present that have questions? All right, Phil, I have some questions for you.

- Sure. Payback, currently, does the person that earns payback, is that reflected in a straight pay on your paycheck or are they allowed to use it for time off or to carry into retirement?

- The current rule in the contract is that payback is earned at a straight time rate as pay-per-time to be used as off time until any respective employee earns 100 hours. So should any respective employee earn 100 hours of payback in their bank, any payback earned after that is paid out on a paycheck just like working one hour of straight time.

- And then that 100 hours can be used to take 100 hours of off time in addition to vacation time, or if they were out of sick time, they could use it for sick time too.

- Payback can be used as paid off time, similar to vacation and personal days.

- Okay, are you allowed to carry it in the retirement anymore?

- The current labor agreement is that it is paid out of the cash value at separation.

- Okay. Did you know going into work that day that Lieutenant Gering had changed your shift and Detective Kempf's shift?

- That's a good question. And I don't know that I know the answer. Lieutenant Gering had told me in a pointed meeting that I'm expected to change my work hours. And as a employee who understands our labor agreement, I told him pretty pointedly, "I don't think you can order me to work 11:00 AM to 7:30." I mean he can but I think there's, I can, he didn't order me, per se. He basically told us that if, essentially, that it was out there looming that if I did not flex my day, I would be sent home. I expected that.

- You kind of knew going into work that day that this conversation you had with Lieutenant Gering may be taking place.

- Well, no, this conversation was earlier. And I knew that he wanted me to flex my work day and I told him I did not want to. And then we left it at that. So I anticipated, going into work that morning at 7:00 AM, that this might come to a head. Is that a fair way to explain it?

- You don't recall. And I can ask Kevin later on and it really has no bearing on the substance of this. I just was wondering if this was something you saw coming or you just thought, at some point, we have to draw the line in the sand and get into the grievance, then try and get it squared away.

- This was such a common occurrence for employees to work their Workday prior to training. I had hoped it wouldn't come to sending us home, but he chose to.

- Okay. And does management ask officers a lot to flex their schedule?

- Yes.

- Would you say on a weekly basis, daily basis?

- I would say that officers are asked, involuntarily, to flex their schedule for certain trainings. I know, as being a detective, we're asked at times to come in a little early for a meeting or to stay a little late for a meeting. I know people in specialty units are asked to flex their day. It all depends on their respective contract language for that respective specialty unit. As I said earlier, the K9 unit has no choice. They shall flex their day for training, so they do, if that makes sense.

- Okay, has the city tried to negotiate with the bargaining unit about the specialty teams flexing to make it a shall instead of a may? I don't know if they ever specifically said to make it a shall versus may. I can tell you from my recollection, during contract negotiations, we're currently not in contract. We're at impasse but that was brought up by negotiations to change the agreement that all special, well, I should say all, I think we're talking about SWAT and DIVE, specifically. I'm just going off memory, would be expected to train on duty. So, yes, essentially, shall.

- So they're attempting to get the words the same way that canine unit does.

- To some extent, yes.

- Right. But right now it's tied up in negotiations. And so that's why there hasn't been any movement on it.

- There's been no agreement made to change that language.

- Okay. Is flexing in the schedule done for personal reasons for officers?

- Absolutely.

- So if an officer had to, say, take a child to the doctor and they didn't want to take time off, or to flex their schedule, if their supervisor allows it and do it that way, is that correct?

- That is correct for people that are in specialty units. That is not correct for people in patrol but for people in detectives, for community police, yes. A officer or any person in that type of unit can go to a supervisor and say, hey, can I start my day at nine? I have a daycare issue and I'll work till 5:30. That's correct.

- Okay. As far as Officer Kenney is involved, was the reason he was asked to flex, was that because they tried to keep the two men buffer on the shifts for safety reasons?

- I think officer Kenny's here, you want to ask him directly?

- Sure. I don't see them on the screen but go ahead if Officer Kenney's here.

- Okay. He's not. I had spoke to Officer Kenney. Officer Kenney chose not to flex his workday. He told me that he was told by Lieutenant Manhonie he would be sent home because he wasn't going to get paid payback.

- Okay, so he anticipated this was going to happen. Is that correct?

- He was told either the day of training or shortly before that if he did not flex his day, he would not get paid payback. He would go home. And along that note, I will also say that one officer on the DIVE team was forced to cancel the vacation to attend training so he wouldn't be compensated by payback, which is completely at odds with any past practice or contract and was immediately corrected by a higher ranking member of our department that Lieutenant Manhonie chose not to do that again. And that is the inconsistency that we're framed with, the different managers, demanding different things from their employees, which is completely at odds with Paul Ebel's simple language in 2014, and Commander Warych's memo. All these different members of our association are being told different things by their command staffs in regard to what to do or how to do it.

- So what you're saying is there were two patrol officers scheduled for DIVE training on the same day. One of them was officer Kenney. And he wanted to work his entire shift then attend training and get straight payback for that. But another officer took vacation so he could attend training. Is that what you're saying?

- No, Officer Kenney was scheduled to work his normal shift until the SWAT training started just like SWAT team, till DIVE training started. And then planned to leave his shift and attend training. And he was told once his shift was done, he could not stay at training. have a big vacation scheduled on the books for a long period of time, something, it was Officer Pitchgar, something to the effect of his vacation changed and he wanted to come training. He was told he could not attend training while still on vacation. He had to cancel his training, be put back on the staffing and then flex his day.

- Okay. Okay.

- Which was immediately corrected by a ranking captain and said that won't happen again.

- Okay. Did management ever approach a bargain and have discussions with you, I realize your contracts and negotiations right now, but as an aside to say, you know something, 2020 sucks, we're hurting financially, can we get everyone in the special units to flex their days to reduce some of the financial strain on the city? Collectively, no. No.

- And as you understand management rights, do you think management has the right to order officers to flex their work schedules to comply with trying not to work training and collect straight back pay?

- I think that would be at complete odds with our contract language and what we've been doing for many, many years.

- All right. That's all I have. Thank you very much. Alder Dorff has another question.

- I do, if I'm allowed. So three questions actually. So there's those things and I'm just listening very hard, it appears to me that there might be a different issue than just contract language. And do you believe that the three officers involved are being targeted, for some reason?

- I'm in no position to accuse anyone. I will draw a distinction that certain officers are being treated entirely different than the three grievants in this case. And that will be simply, look at Officer Eickholt. Officer Eickholt is a day shift patrol officer. He was never ordered to flex his day. He was never called in and told he had to flex his day. He was never told that the SWAT team would be eliminated if we don't cut payback. It was just day in, day out, month in, month out, Officer Eickholt, a day shift patrol officer came in at 6:15 AM and left, if staffing permitted, to go to training at 11:00 AM. And that is a direct distinction versus Detective Kempf and I who are told that we need to change our hours to reduce money that we're expected to flex our day. And essentially, we were told we had to ask permission to work our core hours, to work our normal assignment. And it's unfortunate. To go along with their question, the chief wrote a very, very, very understandable denial of our grievance. He cites financial constraint. I respect that. His arguments are very understandable as to why he chose to deny our grievance. We just disagree. So I'm not going to draw any accusation that I'm being treated differently because I'm our union president. I will just draw a distinction that Detective Kempf and I, and Officer Kenney are being treated different than other officers and that is why we have this grievance.

- And further, is that because of the consistency, is there a Lieutenant in common here? You brought up one lieutenant's name.

- Well, I can tell you that Lieutenant Gering is the commanding officer of our SWAT team. He's the one that kind of, I guess, changed the rules on August 6th for Detective Kempf and I. He made it very clear to us this was under the direction of the chief. The chief is very clear in his denial that it was under his direction, that he

has a responsibility for the finances department. And I respect that decision but I would just say that Article 7.21 of our contract, I believe that's the SWAT contract says compensation for training on your off time is payback. And I don't think that... If you have an employee that's willing to work 12 hours for 12 hours pay, to vilify them as trying to set their schedule to earn more money, I think is unfair. There are a lot of employees that don't want to be here after eight and a half hours. And you have dedicated employees who are willing to work a 12-and-a-half hour day. You have traffic cops that are willing to come in before their shift, run a radar, write tickets and then go to the training. You have detectives that are willing to come in, work their cases, and then go to training as opposed to just taking the morning off, drinking coffee, and then starting our day at 11.

- DIVE team has a different Lieutenant.

- DIVE team has, yeah, Lieutenant Manhonie. Lieutenant Manhonie. He ran his DIVE team entirely different than Lieutenant Gering. He would occasionally pop in with Officer Kenney, asked him what he wanted to do. Officer Kenney would say I'm going to work my day and up until August 6th, that was always okay. And on August 6th, that changed.

- So both supervisors, both of those lieutenants changed on that day, so something it wasn't just for you.

- Correct, with the exception of Officer Eickholt. Officer Eickholt is a shift patrol officer. He came to work that day like he did for the last three years on the SWAT team, started his work day at 6:15, worked till 2:45, went to SWAT till 7:30 PM. He worked his whole day and then was allowed to earn the payback whereas Detective Kempf, myself and Officer Kenney were sent home to avoid payback.

- And there may be a reason for that but I'll save that question for when I'm allowed to address whoever from the police department or the administration. Okay. Thank you.

- Thank you.

- All right. Alder Steuer has a question. And then Alder Gerlach will--

- Thank you, chair. Detective Scanlan, unless I'm missing something, I've been going through with the information in the packet. What is the ultimate goal here? I mean, you want to have your grievance taken care of but what is the ultimate goal as far as what you're looking for here?

- The goal is that we follow the contract. The city sets the schedule. We never disputed that. If they schedule training on an officer's off time, he comes to training and he earns payback as compensation, which if they schedule it on their workday, they go to training on their workday, with the exception of safety staffing in patrol. And that should, there'll be an overlapping of shifts that they follow the plain language of the contract. If the officer would rather only attend training and not his shift, he be allowed to seek management approval to do so. If the officer wants to work a portion of his shift, boots on the ground, if you will, prior to training or after training in accordance with Commander Ebel's 2014 memo, he be allowed to and then go to training.

- I guess, one of the questions I had was there any monetary compensation here that you're looking for or you're just trying to get the ruling back to what it was in your estimation?

- In the initial grievance, I can say that we did ask for it to be made whole for the four hours of pay I can say .

- You're freezing up. So you just want to be made whole for the four hours? I didn't hear. I didn't quite hear you.

- Am I back on?

- Yeah, you were breaking up. I just wanted to hear if you wanted to be made the whole for that four-hour time period. Was that what you were saying or I misunderstood? Bissell broke up.

- I think he froze. He's frozen, his internet--

- Can you give me one second to check my . I want to stop you for a second.

- Alder Galvin, I can wait on a answer, I just want to know if they were going to be made whole for this.

- He's moving again so... If we could freeze them like that, it'd be kind of fun but.

- You can freeze any of us.

- I thought I heard him say before he froze that he wanted the four hours. I thought I--

- Okay. That's all I kind of wanted to hear, if there was anything above and beyond that, that was being requested or they just want to get it back to the way it was. I understand, with a grievance, a lot of times it's just a matter of, a half a day of pay or a couple of different things.

- Yeah. Hang on a second. Detective Kempf has got his hand up. Kevin, you'll have to unmute yourself. There you go, Kevin.

- Can you hear me?

- Yeah.

- So I don't want to speak for Phil or anyone on the union. What I can speak for is myself. As for the grievance, I personally do not care about the four hours that I was sent away from. I don't care if I'm made whole. In fact, I resigned from the SWAT team a short time ago for several reasons that I'm not going to go into here. And I just want to see the contract followed as written. That's personally all I care about. But that's my personal belief. I can't say that's for the union. Phil's blocked out. For me, this is not a monetary thing, but as it appears to be a difference of how it's handled, when it's handled or how it's appointed. And that was my concern with this.

- Okay. All right. Thank you. And Detective Biller, obviously, you're a bargaining unit rep. So do you have an idea of what would fill or actually what the union wants here?

- Phil just texted me and advised that he's signing back in, if you can let him in. I think he's probably going to mirror what Kevin said. We just want the contract followed. I think, initially, that we would've liked to have been made whole, but this needs to be cleaned up. It's all over the boards from different lieutenants and there's no consistency.

- Chair?

- Yes.

- If you look at the memo, the PDF that was submitted by the police department the three points that they make are allow all SWAT team members to attend scheduled training on their off-time with compensation being timed for payback, for time payback. Second, makes SWAT team 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. And third, cease and desist from discriminating against GBPPA members who seek to enforce the terms of the labor agreement. And that, you can see throughout that document, it appears in a

number of places under relief sought. So that is what was written. Now has that perhaps changed? I don't know. But that is what I read.

- All right. And let me see, is Phil back yet? There he is, in the flesh.

- Hey, can you hear me?

- Yep. We've got you Phil. Go ahead.

- Sorry. My kids signed into Roku. I can tell you the initial grievance, we did ask, , I can't speak on behalf of the other grievants. I can tell you that I am not concerned about the four hours of compensation because I didn't work the four hours, but I am primarily concerned about the city following our contract, the plain language of our SWAT team and recognizing that we are not asking to flex our day without permission, that we are asking that you follow, essentially, Commander Ebel's memo and Commander Warych' memo. Just as a brief side note, we recognize that the city has a right to set the schedule. We recognize the city has the right to manage their employees. But to think that the SWAT team command staff and the DIVE team command staff can't somehow manage their schedule without a rule that says we are allowed to flex our day or not, I think it's not practical. I think the last many, many, many years, the SWAT team used to be overtime. Employees either they worked their day then they went to SWAT. If SWAT was during their workday, they went to SWAT during their workday. And for many, many years it's been the same way for the SWAT team and DIVE team with payback. To now suddenly say that we can't manage these units without forcing employees to flex their day, I think that's not practical.

- Alder Gerlach.

- Thank you. Alder Galvin, you probably can answer my questions yourself or other members of the committee because they're very basic. This is the first time I've ever dealt with any kind of labor union situation like this, and just some really basic things, first of all, do I understand correctly that this happened in August of this year of 2020 for the first time, it was the first time it ever happened?

- Yes, in essence. Because there's time constraints on the timely filing of grievances in that, the city recognized or the union recognized that the city wanted to do some work on it. So the grievances are only just now coming to this point where it's being placed in front of the Personnel Committee.

- And does this come down to a financial strain issue? Is that with this about? This is about, we really don't think we can afford this payback policy anymore because of COVID, is that it?

- In the chief's response, that is one of the reasons given. I don't think that that is something that the city needs consider. I mean, as we considered it, because because it comes down to this, was the contract violated or not? Is the bargaining unit wrong or is the city correct in what they're doing? And I don't think we should look at how, why officers are compensated or if the city's in financial strains or not. A contract as a contract. They want to make sidebar agreements on the side, for a certain amount of time because of, say, financial constraints or maybe the officers would want something in place because there's problems with officers being sick or something. That's been done in the past. So I think what we have to look at more narrowly is the contract being violated or not, and not why--

- I understand. But I think if I ask the next question, you'll understand why I'm pressing on that. And that is the pandemic is something none of us ever faced before and everyone had to scramble and adapt to it. And so I'm wondering should there have been some kind of adaptation to that? Should the city have gone to the union and said, wait a minute, we've going to do something about this contract right now because we cannot financially meet the requirements of the contract?

- This is where management rights comes into play. And so you have to look at the interpretation of the wording for management rights. So does management have the right, within a situation like this, to make changes unilaterally without negotiating or do they have to still negotiate any changes they're trying to do like this. And so that will obviously be something that has to be considered here. And I think Detective Scanlan has something he wants to add to that.

- Yes, thank you.

- You know what, disregard. I'm sorry.

- All right.

- Thank you.

- And I won't ask any more questions. I'll just listen. That helps a little bit. Thanks.

- Are there any other questions, comments or concerns for Detective Scanlan? All right. Then the city has a right to make their statement. And then we'll go into the rebuttals after that. Who will be representing the city on this? Director Faulds?

- And then also Chief Smith and Commander Warych can jump in as well. And they can help answer any questions. So you've heard a lot of, all they want us to do is enforce the contract. They want to make sure that the contracts being enforced for everyone. So what you need to do is look at the contract and see what it says. So if you look at the DIVE team language, talks about how supervisor approval shall be required prior to any member flexing their hours of performing duties on their off time. That's the contract language. That's what's being enforced right now. If you look at the SWAT team, talks about how the plan, excuse me, the training plans and schedules must be approved by SWAT supervisory personnel. And also that the SWAT officers, they flex their workday, , excuse me, to attend training in accordance with 7.21. The city is enforcing the contract. And if you look at the three grievants today, the DIVE team grievant, did he receive approval before he flexed his time? No. Did the SWAT officers flex their time within 7.21? No, they did not. The union is saying, please enforce the contract, how the union interprets it, not how the plain language is. That's the rub we have right now. If you want to look at the past practice, you need to show that the language is ambiguous. There's been no argument that it's ambiguous and it's not. It's very unambiguous language. It's pretty clear, on its face, what it states. And then when the union is looking at Commander Ebel's memo, they're stating that the memo is gold, that this past practice has been happening over and over again. But they don't talk about the last line of the memo. And Detective Scanlan touched on it a little bit, but where it says that you need to give at least 10 days notice before you flex your schedule. That did not happen in any situation here. How can you rely upon the memo from Commander Ebel that states exactly who can flex, when you can flex, if he did not follow his memo to what was stated. Not one officer gave notice 10 days prior that they're going to flex their schedule, not one officer. You can't just pick and choose what is past practice, what isn't, what they can follow, what you can't follow. And then when they talked about forcing people to flex their schedules, that is not what we're talking about today. We are not stating that the police department is going to tell any of these grievants, if you work at 7:00 and your training is at 11:30, excuse me, if you work at 7:00 AM and your training's at 11:30 AM, the department is not saying you shall flex your schedule to start training at 11:30. What they're stating is if you would like to flex, give us notice, we will approve that and you may start at 7:00 and stop training at 3:30 PM or you can start your work day at 11 o'clock and end at 8:30. That way, it's an eight and a half hours day, workday and it's approved. No one is forcing anyone to flex their schedule. That is not at issue today. What's at issue is the plain language of the contract, was that followed, was notice given? And it was not. If you look at the last letter that I sent you for January 6th, the last sentence that was sent to you. 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 supervisor approval, which includes appropriate notice that one is requesting to flex his or her schedule to attend training. That's what we're talking about here. It's pretty simple. And when the officers are saying that when they show up the day of, did the supervisor know that they were going to flex, did they

know that the supervisor was going to talk to them? Isn't that an issue? How is that workable that an employee can show up and just determine, ah, I'm going to work until 3:30 today. Ah, I'm going to attend training. Ah, I'm not going to attend training. I mean, it doesn't make sense. The supervisor has to know what the schedule is. And the supervisor has to be able to approve whether or not someone can flex their schedule. The city wants to allow these officers to go training but wants to be fiscally responsible. So if you start your day at 7:00 but you want to go to training, start your day at 11:30 and go to training. That's not an issue here. That is what we're talking about. And not one of the officers gave notice to get approval to flex their schedule. That's what's at the heart of the matter here. Looks like we've lost Alder Galvin.

- Who's the vice chair? I think Alder Johnson. Oh, he's back.

- I apologize. I had a puppy medical emergency here, so... Alder Johnson, did you have a question? No. Does Alder Dorff.

- So going back to what I actually asked, I think, before, this is about asking permission, whether you can do something or not do something of a supervisor and that is what the contract says you must do. Past practice might have been different but because the contract's not ambiguous about it, it says shall, and correct me when I get it wrong, the contract says shall, must give notice, they just didn't do that, they didn't ask permission to do that. And so that is what we're talking about here? Do I understand this correctly?

- So Alder Dorff, so when you look at the DIVE team language, it is right there. It says that you shall receive from a supervisor. That's right in the DIVE Team language. When you look at the SWAT team language, it says that an officer may flex their schedule in accordance with 7.21. And 7.21 is a two-person buffer. The SWAT team language does not say an officer can choose to flex whenever they want without approval. That's not at all what's in there. What they need to do is give notice that they would like to flex and the supervisor will have that approved or not within the confines of 7.21, the two-man buffer.

- So what part of the contract says that you need to notify your supervisor whether you're going to be at work or not.

- That would be under your management rights. That'd be under 1.2. That's a very reasonable request for every organization. And then if you look 7., excuse me, I think it's 7.71, the DIVE team, it's right in there: you shall receive permission before you flex your time.

- This is kind of what I always thought it was about but okay. Thank you for your explanation.

- Alder Gerlach.

- I'm sorry. Didn't Detective Scanlan say that the issue was not that he wanted to flex his schedule but wasn't allowed to. Wasn't it the opposite, that he didn't want to flex his schedule and he was made to?

- I guess what I'll explain from the situation that we have here is that Detective Scanlan, and he can answer this too, but Detective Scanlan starts his workday at 7:00 AM. He works until 3:30 PM. The training starts at 11:00 AM and goes until 8:30 PM. What he wanted to do was work at 7:00 and then start the training from 11 and attend the training from 11:00 to 8:30, which would be more than an eight and a half hour day. The supervisor said, well, no, hold on, you're going to have to stop at 3:30 because that's eight and a half hours. We don't want to incur a payback because of financial situation right now. What the city is saying is that we have no issue with a police officer showing up and saying I would like to start my day at 11 o'clock so flex my time, as long as they give the appropriate notice. And then they can go to training from 11 to 8:30. There's going to be is that there's going to be so many situations where an officer might have, let's say, a heavy workload. And the supervisor says, you know what? I think maybe you shouldn't flex your schedule and you should work from 7:00 to 3:30 and you can attend training for half the time and work for half the time. There might be times where there's a very important training, maybe one or two a year that you have to be at, you have to make,

maybe the supervisor does approve working at 7:00 and allows the person to go to training from 11:00 to 8:30. That could happen. But in all three situations, the supervisor had absolutely no opportunity to determine what the schedule is. The officers showed up and said, I'm going to work at seven and I'm going to continue working till 8:30 at the training.

- All right. I don't mean to be redundant here. I just really want to make sure I truly understand what's going on. So you're saying that I'm a police officer, I'm on the SWAT team. My shift starts at seven o'clock in the morning. I know that training starts at 11. If I want to attend all the training, it's my responsibility, 10 days in advance of training to seek permission to flex my schedule to attend that training. And then if I don't do that, the supervisor on the SWAT team, the supervisor of my shift, their understanding they have is that I will just work my shift until I can attend training but I'll only be at training for a few hours.

- That is exactly correct. So if you look at flexing of schedules under the SWAT team, the supervisor can flex it in accordance with 7.21. So if the two-man buffer is not met, they will not approve the flexing of schedule and to give the officer, excuse me, the supervisor 10 days of notice, they can make sure that the two man buffer is approved. And it's the same thing for the DIVE team. When you give enough notice, the supervisor can determine whether or not they can flex the schedule.

- Okay, but there is no two-man buffer for detectives. So why don't we allow them then to work their shift until training starts and then attend training until the end?

- I can answer that, sir.

- Yes, chief.

- We do, occasionally. If they have a legitimate reason to be at work, if there is a need for them to be at work and get work done that morning, just as what happened with Detective Scanlan just last month, then we will allow them to do that. But if there's nothing that needs to be done on a payback basis or during that time period, we don't need them to come in early. So really what this is going to do, if we don't settle it as we've expected to be is it's going to really limit our ability to effectively manage our police department. Can you name another department or another business where employees get to decide when they come in regardless of what the schedule is? See, the little bit of background is that you may not know is we changed the SWAT training days so that we could minimize the payback time because it was costing us a huge amount of money, in the tens of thousands of dollars for this payback every year. Because the city is in such a bad financial position, we will change the SWAT training date to limit the number of people that were going to be on days off or getting payback at that time. I had them go through the whole calendar year and pick those days where it would be minimum fiscal impact on the community that is paying for our SWAT team, is why this is coming to a head now. Also I told everybody in every department and throughout the entire police department in every part of it, do what you can to minimize financial expenditures that are absolutely necessary this year, from the guys in the shop to the women at the records, to the women at the window, everybody's being careful because this has been really tough year for us and coming on top of another tough year. Shoot, we're down 14 earlier this year. We can't afford to be fast and loose with paying people to come in when they don't have a pre-approved legit and earn this payback time. So to have a functional police department, we have to be able to decide what people, we can't let people come up with the schedule that they want or work and incur payback whenever they choose to. And maybe in the past, things were run differently and it was fast and loose and it was get what you can and okay, it's not like that anymore. We're fiscally responsible, we have a reason for letting people come in early because there's essential work that has to be done. If there's not essential work to be done, then they'll work their straight eight, their eight and a half hours and then they'll be in the SWAT team. And something else everybody should remember, being a member of any of these teams is a voluntary assignment. Nobody's telling anybody that you have to be a SWAT team members. Nobody's telling anybody you have to be a DIVE team member. Those are all voluntary assignments. I love the fact that we have people that'll do it. I think it's fantastic. And we've got a lot of people that want to do those positions but this is all voluntary. If these rules are so tough that you can't handle them or that you're not willing to abide by, and

then want your supervisor to come in at appropriate time as is a management right, then you don't have to be on the SWAT team.

- Let me follow that up with a question then. Chief, how long have you been the chief for Green Bay?

- Five years.

- I'm sorry? Five years.

- Five years.

- And once you got your feet under you and you had studied the contract and everything, has that been what you've been doing or until just recently, because of the financial constraints that the PD and the city are facing, now you've started really scrutinizing this payback system?

- Philosophically, I think I owe it to the community that pays our check and that pays the taxes to be as fiscally responsible as I can in everything. That means shutting off the cars when they're in the parking lot idling so that we don't waste gas. I could go through a litany of things that I've done to save money or to be department. We settled our contract in 2016. And since then, basically, we've been working on this next contract. We opened up contract negotiations a couple of years ago and we met at an impasse but throughout that and throughout my tenure here, I think it's my responsibility to be careful with the community's money. And this is just another one of those things we're being careful.

- And I'm not arguing that chief. I guess what I'm asking for some clarification. And just based on what I'm hearing in the grievance is that this scrutiny of the work schedules for the officers and earning the payback seems like something had just started like in August or so where they started saying, no, you're saying that that's been going on before then.

- No, I've been looking at all the overtime. I've been getting an overtime report every morning of what we spend our money on, whether it's late call overtime, whether it's court overtime, whether it's investigative overtime. I get a report like that every morning now that gets sent to me by email. And I look at it every morning and I try and look at how could we reduce late call overtime, how can we reduce calling overtime when we're understaffed? How can we reduce investigative over time? I look at that on a daily basis. So this has been ongoing for a long time. We started changing the SWAT schedule, I believe about a year ago when I talked to Keith Gering, he said, "Hey, we're spending a ton of money, a ton of money on payback for SWAT training. Do what we can to minimize that amount of training. Schedule on a day when more people are working so that we don't incur all this extra money that we have to pay." And that's what Keith Gering did.

- Mr. Faulds, you have your hand up. I'll get to you Mark and in just a second here.

- Yeah, I just want to add to that in the sense of, I think what you're asking is when did the police departments start in the contract language? And I think it's been pretty recent. And I think the start was, COVID kind of prompted that to a certain extent. And Chief Smith really has had the philosophy of what can we do to enforce the contract and also be fiscally responsible. So when you look at that, if you say, well, the city just started forcing the contract. Well, that's exactly what the union says they want. They want us to enforce the contract as written. So when you look at the contractual language, and I've outlined this, I think, in the November letter, it's plain language, it's not ambiguous. So if you wanted to then go back and say, what is Commander Ebel's memo say, what is the past practice say? Well, you have to show that the language is ambiguous. And then from there, you have to show that there's a consistent past practice that is followed and they can't show that. They're not even following the memo that Commander Ebel put together that you have to give 10 days of notice. So the plain language of the contract is being enforced. And that is a fairly recent activity that is happening.

- Well, Joe, if I was an officer and I was going to start work at 7:00 AM, SWAT training at 11:00 and wherever it goes to end, if I wanted to work at 7:00 and then do my training till the end and get the payback?

- You cut out a little bit there, but did you say what would you need to do to start at seven and then attend the full training?

- What I'm saying is why would I ask to flex my schedule if I wanted to work and then get the payback at the end of training, why would I ask to flex?

- Because in the contract, the only way that you can flex is with approval. It's either with a 7.21 buffer that is for the supervisor to know whether or not they can flex, it's under the management rights that the supervisor tells you whether or not you can flex or it's under the DIVE team language that you can. Now, granted, I think what we can chalk this up to a little bit is was there some time where supervisors and police officers know the schedules and they know the SWAT team schedule? And for some time that people would just show up at 7:00 and attend the full training, and now the city is enforcing the contract and they're saying, whoa, whoa, past practice here. And what I'm saying is they cannot prove past practice because there's no set guideline that was in stone and no consistent enforcement of it. Like Commander Ebel's policy or memo sent out, that wasn't followed. He says you need to give me 10 days notice. Did anyone give 10 days notice? How can you point to a memo saying this is past practice but that wasn't even followed?

- Okay, all right. Thank you. Alder Steuer.

- Thank you, chair. Interesting discussion. It seems like a lot of both sides have referred to this communication by Captain Ebel back in 2014. I guess the question I have is that it seems pretty straight forward. Has anything been added since that time period? I know Director Faulds or Chief, you could answer that, upgraded at all, or is that, I mean, I realize that's a management viewpoint. I don't know if that has to deal with the union, per se but I just want to make sure that this seems like a management directive, I just want to make sure that this is as up-to-date and current as it should be.

- Sure, so if you look at Commander Warych's email that's in the packet, that was sent in September and that's an update to, it's very similar language to what Captain Ebel or Commander Ebel sent out. And one thing I'd like to add is I, on Commander Ebel's memo that was sent out in 2014, they're acknowledging that a supervisor is the one that determines who can flex and who can't flex. Management came up with that policy. If the union thinks that it's their right to choose when they can flex, then why are they going to rely on a commander to determine what the parameters of flexing are?

- Okay one other question then too for Chief Smith, you've mentioned about these payback monies, Neil, you kind of were just waving your arm and talking about there was a lot that has been spent on that. Is there a number that you can give us at all? You were talking about since August, or is this something over a period of time. As far as extra monies that have been spent on this payback?

- Of the SWAT team members are, which there are about 20, I was told today by one of their commanders that about 80% of them are at 100 hours. That means everything that they earn, all the payback earned, every hour of it gets compensated in cash, comes out of the city's financial budget. It's compensated in cash, not time. And I'm told they're about 80% of this. I don't have the exact figure of how much the SWAT team costs me or costs the city in terms of payback time for 2020. But it certainly, in the year before, it was in the high tens of thousands of dollars, to my recollection, because they go to two days of training per month.

- Okay. I guess that's just something that might be wise to know over time? Granted, I realize you're looking at overtime every day on all the different factions of the police department but you know what, those are important notes that we need to know as council, probably to have a handle on. So that's just my comment and that's all I have for now. Thank you.

- All right. Is anyone else from the committee or any of the other alders have any questions? Otherwise, we'll go into the five minute follow up from the bargaining unit and then from the city. Seeing none, Phil or Brad, whichever, if you could give us about five minutes of a rebuttal and a summation of your points here. You're on mute, Phil.

- And directly towards you. I think you hit the question right on the head. Why would a day shift patrol officer or detective ask to flex their day or permission to flex their day when they don't intend to. That has been the operating practice for many, many, many years. And Director Faulds is somehow legalizing the definition of flexing in to leaving my duty assignment at 11 and then working till 7:30. The language of the contract is very plain, may flex our schedule, compensation for SWAT training outside on my off time is payback. And to now say that we are manipulating schedules, the management sets our schedule, the chief, the command staff, any one of them are well within the right to assign any member of our organization to train during our duty time, any day of the calendar year. They set the schedule. And I can tell you there's all this information about, well, how can managers know when you're working? My TeleStaff shows me on duty at 7:00 AM to 3:30 PM, Monday through Friday, Monday through Thursday, from here to infinity. If, unless I notify my command staff, I am at my post at 7:00 AM. So for them to say they don't know where I am or what I'm doing, unless I notify them my intent to flex and they give permission, I am at my duty assignment at 7:00 AM. And to sort of imply that managers have no knowledge of what we're doing, that's not accurate. And I would just want to draw that distinction that Director Faulds' rationale that Paul Ebel's memo was gold, I would just simply point out the plain language of it. Commander Ebel, did you freeze, did I freeze? Bill, did you freeze?

- I'm here. Sorry.

- I would just like to point out the plain language of that contract and I would like to reiterate that that letter is from Commander Ebel to his command staff. It is not to us. That is not an order to the membership in the rank and file to notify your command staff within 10 days. That is a directive to his supervisors to find out when what they want to do in the amount of time to schedule it. You hit the nail right on the head when you said why would Detective Scanlan ask a questionable about the? The two-person buffer is the rule for safety staffing. That is not an applicable rule in detectives. It's not an applicable rule in community police because we do not have a safety staffing or a two-person buffer in our divisions. And I have operated under this under three commanders, Commander Ebel, Commander Rungy and, I believe, Commander Thomas and every individual one of them knew Detective Kempf, Detective Scanlan and every SWAT operator that was on detectives or DIVE team member, we started our day at seven and at 11:00 AM, we went to training and that rule was changed without collective bargaining. It was a rule, and I understand the process, I understand the chief's desire to save money. Quite frankly, I would've thought when he made the number sounds so high and said tens of thousands to train an entire SWAT team, I guess, in the big picture of budget, I didn't think that was that much money but that's not my decision, but I will say that I think your question, Captain Galvin, was pretty on point. Why would a day shift employee ask permission to flex when they're not flexing? And that's really at the heart of this. We're not flexing. We're working on Workday. We're starting training when the department tells us the days of training. Any one of my commands personnel can tell me at 11:00 AM, Phil I need you on a crime. Go out and investigate it. And I don't go to training because it's my duty time. And I might miss a portion of my training or they can say, yep, Phil, 11 o'clock here, go to training. It's my duty time. And the compensation for training outside of my duty time is payback. That's the plain language of our contract. That's all I have to say about that.

- All right, Phil, let me just ask a question. And kind of maybe make a statement at the same time. So you're saying the bargaining unit's interpretation of this contract is that you must seek permission from management to attend training beyond the end of your workday. You're saying that it's management that must ask you to flex your schedule.

- I'm saying that management chose to schedule my SWAT training outside of my normal work hours. Every boss I worked for knows when I work. And they chose to schedule my training outside of my work hours on my off time. The contract is quite clear. I get compensated. Detective Kempf gets compensated. Officer

Kenney gets compensated for going to these trainings on their off time at payback. If the department schedules for that training, then naturally, we would have to ask to flex our hours or we'd have to be at our duty post towards for our assignment and then go to training. So you're saying it's the officer's right to come into work, work until training starts. And if they're not needed at work, they can attend training, all of it, and they must be given payback for any time over their eight and a half hours? And then if management doesn't want them to work more than eight and a half hours, it's their job to either to tell you to go home after you've hit eight and a half hours of work and training or it's their, only want you to do eight and a half hours but they want you to attend training, they have to ask you to flex your hours. Is that what you're saying?

- Yes, the flexing of hours has to be mutually agreed upon unless it's says shall on the contract, which it does not for SWAT or DIVE. And the decision to not allow, in our point of view, is that decision to allow one or two members of a specialty unit not to earn payback, while allowing another seven to earn payback on their off time, for the sole purpose of trimming it by two is irrational.

- Okay and you're saying, and we didn't get too much information on this, but you're saying there were seven others that were allowed to work their schedule and attend the full training so that they earn payback but two were not allowed to. And I guess do you know why seven were allowed to and two are not?

- I use seven as example, I can't speak--

- Okay. Say one other. Just say one other.

- I can tell you that on the day of this training, Officer Tim Eickholt came in at 6:15 AM, he did not give notice to work his core hours. He was not asked to work his core hours. He was scheduled on the map, no different than me, he worked till 2:45 and then he attended the entire training. So he was allowed to do exactly what I was not or Detective Kempf was not allowed to do. He was allowed to do exactly what Officer Kenney was not allowed to do. And there are other officers that came to training on the off time as well that were allowed to attend training on payback.

- And you don't know if this was through mismanagement or a mistake or an oversight or an intentional thing to, for some reason, just have certain people not attend training the whole day and others attend training the whole day. I mean you're not sure why that happened.

- I can tell you what I was told I couldn't do. And Officer Kempf was told he couldn't do. And Lieutenant, he told Officer Kenney he couldn't do it. Nobody addressed Officer Eickholt. And I believe there were other officers there on their off time as well that were allowed to earn payback for training.

- All right. Thank you.

- Alder Dorff.

- This is also for Detective Scanlan. Do you believe that management, under the contract, is allowed to tell you to go home at the end of your workday and to not attend the training? Is that allowable under the contract?

- As long as it is not done fashion, meaning if they don't want to let anyone on the SWAT team training to earn payback, I understand that, it costs money but to allow officer A, B, and C to stay and earn payback on their off time and Officer D and E to not earn it and the citing a reason that's not consistent with our contract language, I think is not allowed. It shouldn't be allowed.

- This is back to my question that I asked before where I use the word targeted, but I should have used the word discriminated against. So you feel that certain officers were discriminated against, that that is really at the basis of this, not whether or not you were sent home or someone else was sent home. You feel it's discrimination.

- Well, when I use the word discriminatory, I don't mean... That's a word that can be misconstrued. I mean, discriminatory fashion, meaning one was allowed one thing and another was not allowed. I am not opining or alleging that I was targeted in any way. I'm just saying other officers, on their off time, were allowed to SWAT training, earn payback. Whereas Detective Kempf, myself and Officer Kenney were not.

- And I forgot to ask that question when the administration so when they get their turn, I will, for sure, ask this question as to why.

- Thank you, Alder. Detective Scanlan, would we be here today if management had sent everybody home at the end of their eight and half hours while they were in the middle of training, if nobody had been allowed to earn payback?

- If nobody would not have been allowed to earn payback, we would not have had a grievance, I don't believe.

- I'm sorry about that.

- One thing unique about that question, Captain Galvin is that you know that SWAT teams train as a team. And I'm sure you're aware, from your recollection, that we have to retrain so much, we have to train so much in a calendar year to qualify for whatever certifications we have. So there is a requirement to train us. That is why we agreed 10 years ago, maybe six years ago, there's this theme that officers to get paid straight time pay for working 12 hours is greedy or cash grabbing. No, the standard for paying outside of a eight and half hour workday is overtime. And we, as an association, agreed to waive that and do it at duty time. You have officers that are willing to work a 12-hour day for 12 hour pay. Some of them are not even 12 hours pay. Some of this eight and a half hours pay in three and a half hours of paper pay, payback prior to 100 hours. So, yes, to answer your question, if the city would decide that they cannot afford to train a SWAT team or a DIVE team and they are not going to let any, the only way to compensate us on our off time is payback and we're not gonna do that, if they sent everyone home and trained everybody only on their work time, we would not have a grievance today. We would not.

- Would we have a grievance if management, say Lieutenant Gering had come up to you and Detective Kempf then said, look, things are a little slow in detective division, we're going to schedule you to start work at 11 o'clock so you can go straight to SWAT training and work your eight and a half hours during that SWAT training. Is there an issue with that?

- I didn't want to get into earlier even despite that chief's comment, but the day this occurred, Detective Kempf and I identified a suspect in our local homicide, that's what we were doing. Now, are we doing that every day? No, but we also believe it's an unfair work rule to have individual different managers use five different measures of judging which officer gets to work their shift or not prior to training. And it violates the plain language of our contract. To one supervisor, a traffic car writing 10 tickets must satisfy that. To another supervisor, he might have a bright line rule. Nope, we're in financial strain, and you're not going to work your work day. We might have another officer who's friendly to their subordinates and goes don't worry about, just come in to work. So that is why we have the contract that specifies you can flex your day with permission. If you work outside of your hours, you get to earn payback.

- Thank you. Alder Gerlach, yes.

- A question for Detective Scanlan, what is the action you are seeking?

- We're asking to having the contract filed that officers are not forced to flex their hours and essentially, that's what they're doing. If they tell an officer, if you don't flex hours, you can't go to training, call it what you will. You're telling them they have to flex. We're asked to have officers be given the choice to flex their hours, that they can ask management to do so and management can approve it if they choose to. And we're allowing

officers that are to work their core hours. And if the department should choose to schedule a training outside of the work hours, that they follow the contract and that we're compensated by straight time payback. That's it.

- I guess I just need a really simple answer. And that is what are you asking the council, ultimately, to decide to do on your behalf? because it says here on the agenda, possible action on this grievance, and I'm wondering what is the action? What can the council do?

- Well, the council can affirm our grievance and show that, in our opinion, the city was wrong in their assessment of a lieutenant ordering someone changing their hours without their agreeing to flex their day and that that won't happen anymore. The council can decide to tell the city to follow Commander Ebel's instructions that ensure that Commander Warych's instructions follows the contract and that the management's decision to allow officers who are part of special units to earn payback is not done in discriminatory fashion.

- I can just interject, Alder Gerlach, just to clarify, the role of the committee will be to essentially decide what the contract language says and take action, as Detective Scanlan indicated, as to whether to uphold or dismiss the grievance. So those are kind of the essential actions that will be taken but there will be findings of fact and conclusions of law that will be issued in accordance with whatever decision the committee makes.

- All right. If there's no more questions for Detective Scanlan, we'll then give the city to rebut. And I don't know if we want to start off with Joe or the chief--

- I can start off. So, I mean it's pretty simple. I guess everyone wants to contract interpreted the way they want it. They say we want to follow the contract, look at the language. So I guess say, let's look at the language. So if you look at the SWAT team language, it talks about how SWAT team officers may flex their workday to attend training in accordance with 7.21. Detective Scanlan, Alder Galvin, we talked about that doesn't apply to detectives. That's talking about the patrol officers and a two-man buffer for them. So where in the contract does it say detectives shall flex at the detectives' choosing? Is there anything in the contract towards detectives and flexing their schedule? I don't see anything. That reverts back to the management rights. There's nothing that talks about flexing a schedule for detectives. The 7.21 language is a two-man buffer for patrol officers. That's what it's for. Everything else you need approval for from the supervisor. And the flexing for the SWAT team is in accordance with 7.21. That did not occur. Look at the DIVE team language. It says supervisor approval shall be required prior to any member flexing their hours or performing duties on their off time. That did not occur. No one can dispute that. That is a plain contractual language, and it didn't happen. That is what we're interpreting here. So when we look at the plain language that the union says interpret it, that's what the city is doing. And then the union is saying, well, no, no, no, past practice, past practice. That is what I outlined in the letter to the union saying there's elements you have to meet to get a past practice to be affirmed and to continue with that. You have to have ambiguous language that we don't have. And you have to meet all the elements that are outlined. The union cannot show that. It's very simple. We have three officers, none of them got approval. They all wanted to flex their schedule on their own time. And there's other officers who are working on their off time were able to get payback. That's not the same situation. So like I said, it's following the contract language just like the unions are asking for. And that's what we're doing. And that's what we're asking for the committee to do today. So I'm not sure if Commander Warych or Chief Smith wants to jump in with that.

- One thing I wanted to clarify, if I may, on Alder Dorff's question, there were some people and there are always going to be some people that get payback time during SWAT training. For instance, somebody that works night watch that comes in to work at 11 o'clock at night has to be paid payback while they're at SWAT training because they're on a day off or they're on a time off. And we don't schedule SWAT training during that time. The SWAT team, because of what they do, it's important that they all train together. And that's one of the requirements that the SWAT team train a certain amount but this training has to be done together. I can't have a nighttime SWAT training and a afternoons SWAT training and a daytime SWAT training. So the

purpose of us consolidating the training in those few days are to ensure that the fewest people are earning payback. I think the PPA is upset because the youngest people are typically on nights and are going to be earning that payback and not the senior people that are on days who won't be earning that payback. Finally, for me, I think Director Faulds was quite clear. Management has the right to set people's schedules. If Detective Kempf and Detective Scanlan came and said we have this incredibly important case that's a homicide and we need to work it for four hours before we go to SWAT training, I would be shocked if our supervisors didn't say yes, go ahead. In fact, I would order them or direct them to say yes, if it's important, go ahead and do it. But if it's just a routine day and it's just done because, well, I want to come in and I want to stay late and I'm at 100 hours and I'll get straight time for the last four, then I don't think that's a legitimate reason for people to not flexing their schedules to the voluntary training that they elected to go to. So I think Joe, Director Faulds is quite clear. I think it's clearly a management right to manage the times that the people are at work. And I think he put it quite clearly about following the contract.

- Alder Dorff, go ahead.

- So just to re-ask the question, Tim Aiko, is that his name, Echo, Eickholt? He came in at 7:00 that morning and then he worked. He was allowed to go to SWAT training at 3:30 or three o'clock or 11 o'clock or stayed after his day. Is that what was done? This person was on the same schedule as Detective Scanlan.

- Yeah, and I don't know what the schedule was like or what the workload was like for patrol on that particular day. I believe it was an August day and I don't know what the minimums were. If there was plenty of staffing, then Eickholt should've been told, hey, you should. There's no need for you to come in early. Come in at your regular SWAT day. And that eight and a half hours will be your day. If that's the case, then that was an oversight on our part. And I would ask the day watch lieutenant to look at his staffing and say, no, we don't need Officer Eickholt. We're heavily deployed that day. We don't need him there. Go do your training at eight-hour day, or look at the schedule, look what's going on and look at the number of people, holy smokes, we're low on officers. We need you for those hours, come on in and work your patrol shift and then go to training after.

- So we can't really explain why one person was allowed to do it and then two other people were not allowed to do it during the same shift.

- I can explain why the night watch guys were allowed to do it because--

- Right, I get that.

- I don't have an explanation for Officer Eickholt, except to say that, I believe, was an oversight, even then, maybe our day watch lieutenant was not paying close enough attention to his staffing to be able to say, hey, here, go to your SWAT training. That should be corrected.

- So was Detective Scanlan told prior to that day not to come in at seven o'clock? I'm asking whoever can answer the question, I guess.

- I believe he was told that he was supposed to come in at 11:00 but I don't believe he asks. And the onus is on him to ask to come in and to flex his hours so he could work late when he came in. I believe he was told prior to that, I don't know if he was told exactly that date. Maybe detective answer that question.

- Well, okay, so flexing, it's really the definition of flexing. That's what it seems like it's coming down to. So flexing is you come in at your normal time and then you flex or your normal time makes up part of the flexing of the schedule. Detective Scanlan, were you aware, prior to coming in at seven o'clock that day, that that wasn't really what you were expected to do, that you were expected to come in later, to attend SWAT training?

- First off, can you hear me?

- I can you hear you.

- The chief answered the whole point, first point of our addressing. The chief in his answer with Tim Eickholt was essentially what the association is asking that you don't do. He said that the shift commander should have saw they're busy and should have not let him come to work at 7:00. That is forcing a employee to flex their workday. He answered that in your question. He said, if the shift commander should have looked at Officer Eickholt's schedule and told him, hey, we're slow. You don't be here, come at 11. That is at odds with our labor agreement. Tim Eickholt is a day shift patrol officer. He is scheduled to work every day at 6:15 to 2:45 on his routine schedule. So for any manager to just say, hey, we're slow, don't come until later. That's at odds with our contract.

- Alder Galvin, are you there?

- I'm here.

- My recommendation would be that since we are in the rebuttal phrase, phase rather, that you ask each party, if they are asked a specific question, that they limit their response to answering that specific question and then we return to the regular order that we had previously discussed.

- All right. So, okay.

- I have nothing else. Thank you.

- Nothing further.

- Alder Johnson.

- Thank you, chair. And I appreciate all of the questions. You guys are asking a lot of the questions that I had as well but there's one that is still kind of stuck out to me that I'm just looking for some clarification on, chief, if it's you or somebody else, I'm confused by the fact that if the SWAT team trains together and they're required to train together, in this particular instance, for example, we had two members who were told that they couldn't go to that training. How do we reconcile that, because they're supposed to train together and now they're being told they can't train payback. And if we know what these training dates are, is there a reason why we like it's just not built into their schedule? Like, hey, this is SWAT training, you guys have to be there that day. It just seems a little bit odd to me that they would have to ask for 10 days notice approval to attend something that they're required to attend. So could you just walk me through that and help me understand how that process works?

- The SWAT training is scheduled in advance and they know in advance what days the SWAT training is. In other agencies that I'm aware of, that's your duty day. Your duty is SWAT training that day. And it's common practice throughout the policing industry that if you have a training day, that's your duty day. You don't get to come in at a different time besides your duty day and earn payback time or you don't get to decide you want to come in on your early day and then earn payback time. They were told that in advance and that's why they didn't get their training but they were sent home at the end of eight and a half hours, their full day, because that was their duty day, should have been in SWAT but they chose to come in early, are coming at their regular time, not at the SWAT prescheduled SWAT training time so that they could earn payback for those four hours.

- So right now, would it be fair to assume that there's some ambiguous language in the contract in terms of the requirement to give the 10-day notice, meaning that perhaps the contract should be cleaned up to just say that that's your duty day?

- So I think Alder Galvin asked about this, what was negotiated? That's between, obviously, negotiations that maybe we could talk about that a little bit in closed session. So I guess I can't answer the question I was about to but I think you also asked the question, Alder Johnson, is a SWAT team required, the trainer, and I was just looking for Commander Warych or Chief Smith, do they have to train together at the same time? Is that required?

- I can answer that. No, it's not required. The SWAT team is an alert level SWAT team and they have to achieve a certain percentage. It's either 70 or 80% of the trainings. So if someone misses one month due to whatever reason, personal, or they just can't make it for whatever reason, they just go to the next training. But to maintain our alert status, we have to maintain that 70 or 80%.

- Thank you.

- All right. Any other questions? All right. I don't see anybody with any other questions. Darn it. Hang on a second. I gotta get my script up here. Okay. All right. Now we're at the point where the grievance will proceed. Okay, we've been through all this. Now we're going to have to go into, unless you want to deliberate in public or we can go into closed session to deliberate there and I'm getting the don't do that if you want to survive.

- I move that we go in to closed session.

- Yes, that's what I'm looking for.

- And then I can read the language after there's a second.

- All right. And all those in favor?

- Aye.

- Aye.

- Alright. Alder Dorff.

- The committee may convene in closed session pursuant to section 19.851A, Wisconsin Statutes for purposes of deliberating concerning the 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 19.852 Wisconsin Statutes to take action items discussed in closed session if appropriate and to consider the remainder of the agenda. All right. We're in closed session.

- Lindsay, are you able to put people in the waiting room right now?

- I bet that I am.

- Okay. Hold on one second. Detective Scanlan.

- I don't know how long that you are going to be in session, closed session. I am not in your hearing room. I am at home. I kind of have a family obligation, I have to tend to. I don't want to offer any offense if I sign out and respectfully hear your decision at a later date, or do you need me to stay active in Zoom? I don't know how long you're going to be.

- I'll tell you what, Phil, Attorney Mather. But if we go into closed session for say, four or five minutes, figure out if we want to, take it under consideration and render judgment at the next meeting, could we get out and

let Phil know within the next five minutes or so? Is that possible? I mean, let someone notify him so he can leave.

- I can save us all the trouble. I don't believe it will be possible to have the findings and conclusions drafted during the course of this meeting. So my recommendation would be that we render the decision at the next meeting anyway.

- Then I would suggest that unless you're an alder who wants to or you're authorized to sit in on a closed session, I would say everyone else, you can log out and head home or just do whatever you have to do at home. And you'll be notified of the next meeting date and time where the decision will be rendered at that time.

- Thank you for your time.

- All right. Thank you.

- And Lindsay, are you able to put people in the waiting room?

- Yes, ma'am. Yes, ma'am.

- All right.

- I think Director Faulds is having microphone issues.

- Poor guy.

- And I let my wife know about that, she'll shut me down.

- I had someone today that brought a microphone into my office because he said you were so echo-y on the call. He literally brought his microphone from home so that I could test whatever it was.

- I was taking a call today and I was sitting across the table from my daughter who was doing her classes. And I was on my AirPods, listening to a person who had me on speaker in their car. So I was trying to concentrate, focus on what I was saying because I was getting the echo and my daughter looks across. She was like, "You're talking really loud." Sorry, but right now I can't even, I don't even know what I'm saying.

- Okay, I saw a thumbs up from Joe.

- So we're recording again, Joe? Okay.

- I'd like to move that we go back into open session.

- Second.

- Aye.

- All those in favor.

- Aye.

- Aye.

- So we're back in... Chair, did you want to ask for a motion?

- Yes. I'll ask for a motion.
- I would like to make a motion that we proceed, staff proceed as directed during closed session.
- Second.
- All those in favor?
- Aye.
- Aye.
- Aye. That passes unanimously. On item number four, request by Alder Johnson to the Personnel Committee for an update on the alderperson orientation program that was submitted approximately two years ago, Alder Johnson.
- I'll move to hold this until the next meeting.
- Second.
- I have a second. All those in favor?
- Aye.
- Aye.
- Aye, and that passes unanimously. Onto informational, number one is a report of routine personal actions for regular employees. Does anyone have any questions for staff?
- No questions.
- Second.
- All in favor?
- Aye.
- Aye.
- Next meeting is January 26th, 2021. And I'll entertain a motion for adjournment.
- Motion to adjourn.
- Second.
- And all in favor?
- Aye.
- Aye.
- Aye. Thank you everyone. It's been a night.

- Welcome back to the new year.
- That was even worse than finance. I want you to know that. That was rough.