AGENDA OF THE PERSONNEL COMMITTEE

TUESDAY, MARCH 23, 2021, 4:30 PM
IMMEDIATELY FOLLOWING FINANCE COMMITTEE
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

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

B. Roll Call.

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

C. Approval of the Agenda.

D. Approval of Minutes.

1. Approval of the minutes from March 9, 2021.

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. Parking Maintenance Technician - Public Works
   b. City Forester - Park, Recreation & Forestry

2. Consideration with possible action on the request for reconsideration received from the GBPPA on the decision issued on grievance #20-005 filed by the Green Bay Professional Police Association regarding the removal of an officer from the K-9 Unit.

   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 governmental 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.

3. Consideration with possible action on the request to reclassify the Public Works Sr. Carpenter position to a Street Section Laborer and approval to fill the position and all subsequent vacancies.

F. Informational.

1. Annual review and feedback on the City's Dress for Your Day Policy.
2. Report of routine personnel actions for regular employees.
3. Next meeting date: April 13, 2021

G. Adjournment.

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

Virtual Meeting Instructions

Personnel Committee

Zoom Meeting Information

Join Zoom Meeting

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

Meeting ID: 868 4649 1807

Passcode: 298054

One tap mobile
+19292056099,,86846491807#,,,,*298054# US (New York)
+13017158592,,86846491807#,,,,*298054# US (Washington D.C)

Dial by your location

+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington D.C)
+1 312 626 6799 US (Chicago)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)

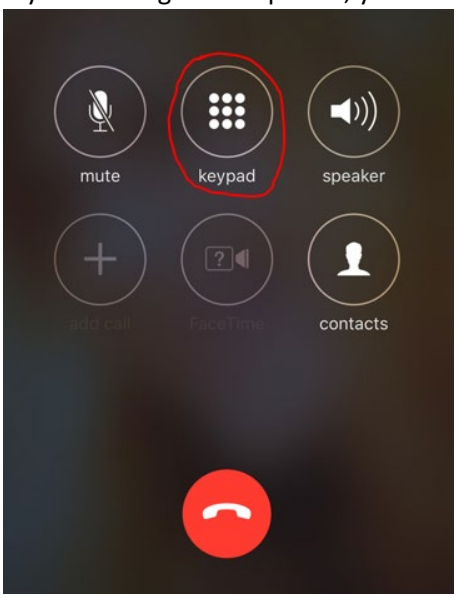
Meeting ID: 868 4649 1807
Passcode: 298054
Find your local number: https://us02web.zoom.us/u/kb869Q3eV

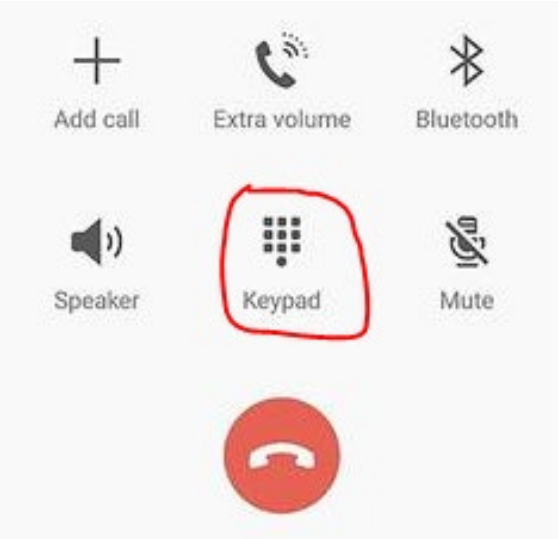
Additional Information

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

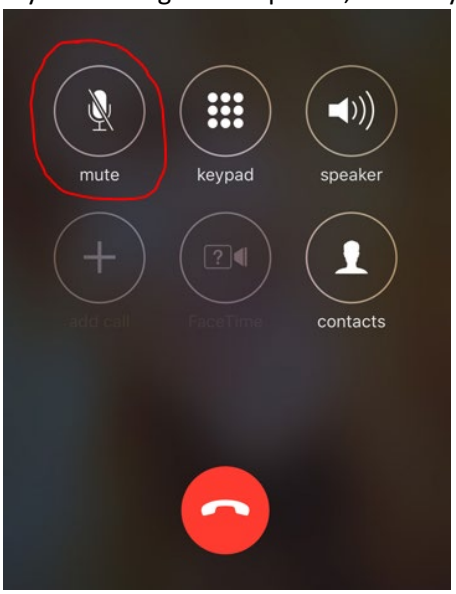
Calling into the Zoom meeting using a smartphone

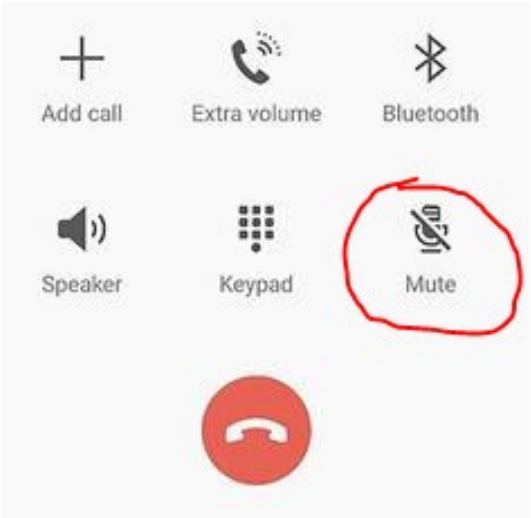
1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by **#**
    a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen





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





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

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
March 23, 2021	

AGENDA ITEM # E.1

Consideration with possible action on the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
a. Parking Maintenance Technician - Public Works
b. City Forester - Park, Recreation & Forestry

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 3.23.2021
2. Parking Maintenance Technician - T. Fredrickson 03.19.21
3. City Forester - M. Freberg 04.17.21

MEMORANDUM

Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: March 23, 2021

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

- Parking Maintenance Technician – Replacement position due to the resignation of Tyler Fredrickson effective March 19, 2021. Salary range: $20.36 to $23.96 per hour
- City Forester – Replacement position due to the retirement of Mark Freberg effective April 16, 2021. Salary range: $65,000 - $76,481 annually

Position Fill Request
Justification Report
March 10, 2021

Position Title: Full-time Parking Maintenance Technician/Nights (PMT) Parking Division

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

This is a replacement position resulting from the resignation of Parking Maintenance Technician Tyler Fredrickson effective at the end of his scheduled shift on Friday, March 19, 2021.

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

Yes, this position is funded in the Parking Division operating budget. The current wage range is $20.36 to $23.96 per hour ($42,349 to $49,837 per year)

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

The Parking Maintenance Technician (Nights) position is scheduled four 10-hour shifts per week, and works from 8:00 p.m. until 6:30 a.m. The PMT/Night schedule covers seven (7) days per week, on an eight (8) week rotation. Each PMT gets three (3) days off per week, but not always in a row. The PMT schedule rotation includes two (2) weekends in a row scheduled to work, followed by two (2) weekends in a row scheduled off.

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

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

Parking Maintenance Technicians also enforce the overnight on-street parking restriction, parking facilities, and certain private properties as prescribed during nighttime hours. This position also oversees contracted security activity on weekends, particularly in the Cherry Street Ramp and the River Ramp.

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

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

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

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

1) PMT shifts must be modified for proper coverage, typically requiring overtime
2) The new PARCS program requires Parking Division to be staffed 24/7/360. Employee vacancies cannot occur.
3) Lower PMT staffing means lower revenue. Parking Division is self-revenue-generating, so it must maintain its revenue stream in order to remain financially solvent.

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

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

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

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

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

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

9. Are there union issues?

No

10. Other supporting comments.

None

Position Fill Request
Justification Report
(3/23/2021)

Position Title: City Forester

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

   _X_____ Replacement Position _____ Not a Replacement Position

   This position will be vacant as a result of the retirement of Mark Freberg, effective April 16, 2021.

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

   Yes, this position is currently funded in the 2021 General Fund. The compensation range for this position is $65,000.00 - $76,481.00.

3. **Please list the functions and any special information regarding this position.**
   This position is responsible for developing management recommendations and implementation for advancement of city-wide forestry programs and activities. These functions include coordinating forestry operations, staff supervision, safety procedures, emergency storm response, ordinance and policy development, development fees, tree inspections, citizen concerns and division budget. This position is responsible to evaluate city, street, and park trees to determine needs for planting, pruning, removal and insect/disease control. This position also works closely with other city departments and publically owned utilities on construction projects in the design and construction phases of projects both as tree preservation and tree maintenance needs.

4. **Does the position generate revenue or reduce expenses? If so, provide estimated amount.**
   This position regularly applies for and manages Forestry grants. In addition, this position is responsible for managing the Assessed Street Tree Fee program associated with new developments throughout the City. The forestry division is in the second year of developing a wood utilization program that does generate revenue from the sale of wood products. Not only does this program generate revenue it also reduces the operating costs of Public Works by reducing the volume of wood waste other processed at the yard waste facilities. Estimated amount of revenue can vary but has increased in the recent past to an amount in excess of $25,000.00. A healthy urban forest does provide many benefits to the public including reduced heating and cooling costs, reduced storm water runoff costs, reduced air pollutants for cleaner air, reduced crime rates, increased property values and promotes healthier safer and more aesthetic neighborhoods to live in.

5. **Please explain why current staff is unable to absorb duties of this position.**
   This is a division head position that is responsible for the oversight of all divisional operations. Along with administrative duties, this position has also needed to take on a growing role in the daily operations of the crews and increased demand of residents for

their public tree concerns. The City and the urban forest maintained by this division has outgrown the current staffing structure.

6. **If duties of position are presently being done, how are they done?**
The incumbent is still employed by the City. The desire is to hire someone as soon as possible so that cross training can occur before the current City Forester retires on April 17, 2021.

7. **What service would be reduced or eliminated if this position is not filled?**
The elimination of this positon would have a direct impact on the timeliness of forestry operational services throughout the City. Planning and management of the future health and safety of the public and the urban forest will be impacted through the inability to monitor and assess the infestation of Emerald Ash Borer. Customer relations will be impacted through the inability of staff to be able to keep up with the growing demand of tree inspection requests and scheduling of operations throughout the city.

8. **What are the alternative methods and costs of accomplishing the work?**
This is a critical position as this person is the division head and primary contact for inter and intra-departmental issues pertain to anything with public trees.

9. **Are there union issues?**
There are no union issues.

10. **Other supporting comments.**
This position supervises 13 full time employees plus 5-10 seasonal employees. Along with the supervision of staff, this position oversees the program to maintain tree health, and diversity of 36,000 street trees and tens of thousands of parkland trees to provide public safety and an enjoyable experience for the residents and visitors to the City of Green Bay.

Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
March 23, 2021	

AGENDA ITEM # E.2

Consideration with possible action on the request for reconsideration received from the GBPPA on the decision issued on grievance #20-005 filed by the Green Bay Professional Police Association regarding the removal of an officer from the K-9 Unit.

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 governmental body. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. GBPPA Letter Brief Attachments (Lynch Removal Grievance)02-04-2021
2. Personnel Committee - Step 3 - City Response - 2-11-2021 PC3.23.2021

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February 4, 2021

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

Re: Green Bay Professional Police Association's "Lynch Removal Grievance"

Dear Members of the Committee:

This morning, Director Faulds circulated a letter signed by the Chief which purports to resolve this grievance. It does not.

The grievance has two components: 1) whether there was "cause" to remove Ofc. Lynch from the Canine Unit, and; 2) whether removal from the Unit was in retaliation for Ofc. Lynch exercising his right to appeal his initial grievance to the WERC (which challenged the Chief's decision to not allow him to train with the Unit).

The Chief's Interdepartmental Correspondence not only *fails* to address the second issue (retaliation), it does not adequately address the 1st issue (i.e., removal). The reason is simple. The Chief's letter is drafted far too narrowly. It provides, in pertinent part:

> "If you are not partnered with a dog, then that will not constitute cause as is contemplated by the interpretation of the GBPPA contract *as it applies specifically to you*." (Emphasis added.)

By using this language, the Chief avoids acknowledging what he asserted to the Committee on October 8, 2019 (i.e., that the lack of an available dog would *not* rise to the level of "cause" for removal of *any* Handler).

As the purpose of a grievance is to obtain an interpretation the labor agreement – not simply an interpretation that relates to a single officer – the GBPPA would ask that these matters be resolved

once and for all (as opposed to doing so in a piecemeal fashion and unnecessarily burdening the Committee on the same issue in the future).

Based on communication from Assistant City Attorney Lindsay Mather, I understand the Committee has requested briefs on the following issues:

1. Whether removal from the GBPD's Canine Unit was "for cause," and;

2. The applicable term limit for canine handlers appointed to the unit prior to July 1, 2016 (which may be addressed by means of reference to current and former labor agreements, as well as any applicable notes or correspondence demonstrating the parties' intent at the time of entering into the current Agreement).

Please consider this the GBPPA's response to your request. In an effort to assist you in the determination of these issues, I enclose the following documents for your review:

Ex. 1: 2009-2011 Labor Agreement (Relevant Provisions);
Ex. 2: 2012-2015 Labor Agreement (Relevant Provisions);
Ex. 3: 2016-2019 Labor Agreement (Relevant Provisions);
Ex. 4: City's March 15, 2016 proposal re changes to Article 7.3.1 (proposing a 5 year/1 dog "term" for Canine Handlers);
Ex. 5: City's May 4, 2016 Response to the GBPPA's April 20, 2016 Proposal (re Article 7.3.1 (Modifying its proposal for a Canine Handler's "term" to 10 years/2 dogs).
Ex. 6: June 13, 2016 email to H.R. Director Lynn Bolan confirming that the 10 year/2 dog "term" only applied to "new appointees."
Ex. 7: City's June 2016 finalized language only applying the 10 year/2 dog "term" to Canine Handler's appointed after July 1, 2016.
Ex. 8: Minutes of the Personnel Committee, dated Tuesday October 8, 2019 (highlighted), and;
Ex. 9: Chief Smith's August 27, 2020 Intradepartmental Correspondence (Removing Officer Lynch from the Green Bay Police Department's Canine Unit).

1. Officer Lynch's Removal from the Canine Unit Does Not Meet The Contractually Required Standard of "For Cause."

A. The Labor Agreement Limits "Cause" To Performance Issues/Concerns.

"Cause" for removal from a specialty unit (which necessarily includes the Canine Unit) has been defined since 2012-2015 Agreement. Although the precise location in the various agreements

has changed over the years[1], the standard/definition has remained unchanged. Since 2012, the standard has been as follows:

> REMOVAL FROM SPECIALTY TEAM OR ASSIGNMENT. Removal from a specialty team position or assignment shall only be for cause. Examples of "cause" may include but are not limited to poor performance, reluctance to perform assigned duties, failure to successfully complete training, continued failure to be available for call-in, poor documentation *and the like*. *Ex. 3 (2016-2019 Agreement), at §3.5* (Emphasis added.)

The operative provision in this standard is the final clause (i.e., ". . . and the like"). It clarifies that "cause" for removal must, in fact, be "like" the examples specifically identified (i.e., "poor performance, reluctance to perform assigned duties, failure to successfully complete training, continued failure to be available for call in [and] poor documentation . . ."). In other words, the plain language of Article 3.5 *requires* that "cause" be related to performance issues/concerns. To read the "for cause" language in any other manner would completely disregard the "and the like" language; something that cannot be done when interpreting a contract. *State v. Peppertree Resort Villas, Inc.,* 2002 WI App 207, ¶ 14, 257 Wis.2d 421, 651 N.W.2d 345. ("When the terms of a contract are plain and unambiguous, we will construe the contract as it stands."); Also, *Kernz v. J.L. French Corp.,* 2003 WI App 140, ¶ 9, 266 Wis. 2d 124, 134, 667 N.W.2d 751, 755 ("We presume the parties' intent is evidenced by the words they choose, if those words are unambiguous.")

The City argues that this provision is ambiguous (given the "but not limited to" language). But even if it is, the result remains the same. The reason is simple. The final clause gives meaning to the language preceding it. Because that clause gives meaning to ambiguous language, it may not be disregarded. *North Gate Corp. v. National Food Stores, Inc.,* 30 Wis.2d 317, 321, 140 N.W.2d 744, 747 (1966). ("Contract terms being construed should be considered in context.")*Wausau Joint Venture v. Redevelopment Auth. of City of Wausau,* 118 Wis. 2d 50, 58, 347 N.W.2d 604, 608 (Ct. App. 1984) ("In interpreting an ambiguous contract provision, a court must select the construction that gives effect to each part of the contract and reject constructions resulting in surplusage or unfair or unreasonable results.")

The bottom line is therefore plain. The "cause" required to remove an officer from a specialty unit (such as we have in this case) *must* relate to concerns pertaining to the officer's performance. As the Chief identified absolutely no performance issues/concerns when explaining his decision to remove Officer Lynch from his assignment, *Ex. 9*, that removal cannot be "for cause." No can the lack of an available dog (the reason stated by the Chief) rise to the level fo "cause" required for removal.

---

1. The standard can be found at §7.20 of the 2012-2015 Agreement (*Ex. 2*), and is currently set forth in §3.5 of the 2016-2019 Agreement (*Ex. 3*).

B. This is Not a "Management Rights" issue.

Director Faulds repeatedly identified "management rights" when addressing this Committee on January 26, 2021. However, "management rights" does not allow the Chief to disregard language the parties specifically bargained to include in the Labor Agreement. As the City and the GBPPA specifically bargained to include the "for cause" language of Article 3.5, removal of Officer Lynch from his assignment with the Canine Unit simply cannot be a "management rights" matter.

Management Rights are addressed in §1.2 of the 2016-2019 Agreement, which provides:

> MANAGEMENT RIGHTS. The Union recognizes the prerogative of the City, subject to its duties to collectively bargain, to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authority which the City has not abridged, delegated or modified by this Agreement, are retained by the City, including the power of establishing policy to hire all employees, to determine qualifications and conditions of continued employment, to dismiss, demote, and discipline for just cause, to determine reasonable schedules of work, to establish the methods and processes by which such work is performed. The City further has the right to establish reasonable work rules, to delete positions from the Table of Organization due to lack of work, lack of funds, or any other legitimate reasons, to determine the kinds and amounts of services to be performed as pertains to City government and the number and kinds of classifications to perform such services, to change existing methods or facilities, and to determine the methods, means and personnel by which City operations are to be conducted. *The City agrees that it may not exercise the above rights, prerogatives, powers or authority in any manner which alters, changes or modifies any aspect of the wages, hours or conditions of employment of the Bargaining Unit, or the terms of this agreement,* as administered, without first collectively bargaining the same or the effects thereof.
> *Ex. 3 (2016-2019 Agreement), at §3.5* (Emphasis added.)

This language plainly limits the City's authority to "operate and manage its affairs" to the areas/issues that have *not* been specifically addressed in the parties' Agreement. After all, the parties specifically recognize that the only management rights authority that has been retained is that which was not "abridged, delegated or modified by this Agreement . . ." But when it comes to removing an officer from a specialty unit, the parties have agreed to be bound by the specific language in Article 3.5 of the 2016-2019 Agreement. The result is plain. The City has no "management right" to act in a fashion other than specifically set forth in Article 3.5.

In sum, by agreeing to the "for cause" language with regard to removal from a specialty unit, the City waived its management right to remove an officer from a unit except as specifically identified in Article 3.5.

C. The Chief Has Already Acknowledged That The Reason He Used to Remove Officer Lynch from the Canine Unit Does Not Rise to the Level of "Cause" Required Under Article 3.5 of the Labor Agreement.

When addressing the companion grievance regarding Officer Lynch's ability to continue training with the Canine Unit, the Chief acknowledged that he had no authority under the terms of the Labor Agreement to remove an officer from the Canine Unit simply because the officer was not assigned a dog.

In response to the Committee's question as to why the Chief had simply not removed Officer Lynch from the Canine Unit (instead of refusing to allow him to continue to train with the unit), the Chief stated:

> "Well, it's a specialty unit assignment, and we cannot remove, by the contract, we cannot remove anybody from a specialty unit without cause, and losing your K-9, or having your K-9 die, and **not being able to replace that K-9, is not cause to remove them from a specialty unit assignment**." *Ex. 5, Minutes of the Personnel Committee, Tuesday October 8, 2019,* at 15. (Emphasis added.)

The Committee then confirmed with the Chief that the lack of an available K-9 would *not* give rise to "cause" for removal from the Unit.

> Question: "So if I understand correctly, contract says they can't be removed unless for cause. Not having a dog is not cause. If another dog dies tomorrow, Matt would be able to bid for it by seniority, or he would get it by seniority."
>
> Chief: "He would get it . . . he would have the first option to get that dog . . ." *Ex.5, Minutes of the Personnel Committee, dated Tuesday October 8, 2019,* at 17.

Unfortunately, the Chief appears to have forgotten that he made those comments when removing Officer Lynch from the Canine Unit some fourteen months later. The Chief made it crystal clear that Officer Lynch was being removed from the Canine Unit because the department had chosen not to provide him with a dog:

> "This correspondence is to inform you that you are being removed from our Green Bay Police Department K-9 program. The cause for removal from the K-9 cadre is that we have established the size of our

> K-9 unit at five K-9/handler teams. You are not currently assigned a K-9 partner and with the Department's determination regarding the size of the program, there continues to be no plans to assign you a K-9 partner." *Ex. 6, Chief Smith's August 27, 2020 Intradepartmental Correspondence.*

The Chief cannot be allowed to take action that is not allowed under the parties' Agreement, and which is directly at odds with assurances he previously provided to this Committee with regard to what cannot be considered "cause" for removal.

2. There Exists No "Term Limit" For Canine Handler's Appointed to the Canine Unit Prior to July 1, 2016.

A. The Parties' Bargaining History.

Prior to the 2016-2019 Labor Agreement, there existed absolutely no limitation (or "term") for Canine Handlers. The 2009-2011 Agreement contained no limitation as to the length of assignment. *Ex. 1, 2009-2011 Labor Agreement,* at 20-23 (addressing §§7.03(A) and (B)). Nor did the 2012-2015 Agreement. *Ex. 2, 2012-2015 Labor Agreement*, at 23-25 (addressing §7.03). Once assigned, a Handler would remain in that position for his entire career. *See Exs. 1 & 2.*

The City wanted to change that when bargaining the 2016-2019 Agreement. The City proposed limiting the assignment of all Handlers to "5 years or the life of one dog." *Ex. 4,* at 5-6. That was unacceptable to the GBPPA, as there had never been a limitation placed on the length of assignment in the past. The City then modified its proposal to limit the assignment to "10 years or the life of 2 dogs." *Ex. 5.* The parties then clarified that the length of such assignment language would "only apply" to new appointees. *Ex. 6.* In the end, the parties agreed to place a limit on the length of assignment *only* with respect to newly appointed Canine Handlers. *Ex. 7.* Those handlers who had been appointed prior to the July 1, 2016 date would continue to operate without regard to any restriction on the length of their assignment.

B. The Parties' Binding Past Practice.

Since at least 2009, the parties have operated under the mutual understanding that there existed no limitation or "term" when it came to a Canine Unit assignment. Not once since at least 2009 has the GBPD ever placed any limit on that assignment (other than the provision applying to Handlers assigned on or after July 1, 2016, which has no application to Officer Lynch given that he had been assigned to the Unit since 2009).

That mutual understanding can be used to "fill in the gaps" when a labor agreement is silent on a particular issue. *Cutler–Hammer, Inc. v. Industrial Comm'n,* 13 Wis.2d 618, 625, 109 N.W.2d 468 (1961) (holding that past practice is relevant in interpreting ambiguous language in collective bargaining agreements). As the 2009-2011 and 2012-2015 Agreements did *not* address *any* limitation on the length of assignment – and the 2016-2019 Agreement specifically limited the length of

assignments to Handlers assigned *after* July 1, 2016 – the parties "mutual understanding" as demonstrated by their "past practice" is appropriately used to clarify that Handlers assigned prior to July 1, 2016 (such as Officer Lynch) would have reasonably expected to remain in that assignment without limitation.

To qualify as a *binding* past practice under Wisconsin labor law, a practice must be: 1) unequivocal; 2) clearly enunciated and acted upon, and; 3) readily ascertainable over a reasonable period of time as a fixed, and established practice accepted by the parties. *City of Cumberland,* Case 18 No. 55310 MA-9976 (Meier, 4/23/98).

That practice must be considered "binding." Significant in that regard is the fact that there exists *no* evidence that the City ever placed any limitation on the length of time an officer would be assigned to the Canine Unit until the parties agreed to place a "term limit" on those hired on or after July 1, 2016. While Handler's have left the unit when their dog had died or been retired, that decision was voluntary. As a result, Officer Lynch had every expectation that he would remain in his assignment as a Handler unless and until the Department documented performance related problems rising to the level of "cause" for removal.

Given the City's obligations under the Labor Agreement coupled with the parties' binding past practice – and the fact that Officer Lynch's removal cannot rise to the level of "cause" required under Article 3.5 – the GBPPA respectfully requests that this Committee uphold the Grievance and conclude that: 1) the lack of an available dog does not rise to the level of "cause" to remove a Handler from the Canine Unit, and; 2) that Officer Lynch should be returned to his assignment with GBPD's Canine Unit.

Sincerely,

CERMELE & MATTHEWS, S.C.

Electronically Signed by Jon Cermele
Jon Cermele

JC/can
Enclosures
pc: GBPPA (w/encs. via email)
Joseph Faulds (w/encs. via email)
Lindsay Mather (w/encs. via email)

AGREEMENT

BETWEEN

CITY OF GREEN BAY

AND

GREEN BAY PROFESSIONAL POLICE ASSOCIATION

2009-2011

is unqualified. The officer shall have the right to grieve the decision of the Chief or the Selection Committee through the grievance procedure contained in the Labor Agreement between the City and the Green Bay Police Bargaining Unit. In the event that the Chief or the Selection Committee, as the case may be, cannot sustain its determination that the officer in question is in fact unqualified, that officer shall be appointed as a school liaison officer with the same force and effect as if appointed to the original position applied for. Only reasons capable of objective proof shall be considered in the event that a determination of non-qualification is made and grieved. Unless a specific written determination is made that an applicant is not qualified, each police officer signing the posting for a vacancy shall be conclusively deemed to be qualified.

(5) Tenure of the assignment will be based on the adequate performance of the officer and ongoing evaluations by both the police and school administrators. If, in the estimation of the school administrators, the officer is demonstrably unacceptable, a recommendation would be made to the Chief of Police that the services of the officer as a school liaison officer in the school be terminated. Upon receipt of said recommendation, the Chief of Police shall notify the officer in question of the recommendation, which notification shall set forth in writing the reasons for the recommendation. In the event the officer does not accept the recommendation, s/he shall have the right to grieve such through the grievance procedure set forth in the labor agreement. Only reasons capable of objective proof shall be considered in the event such a recommendation is made and grieved. If the recommendation is sustained in the grievance, or alternatively, if the officer fails to grieve within the time limits of the grievance procedure, the officer shall be returned to regular duty in the Police Department pursuant to the provisions of number (6) below. If the recommendation is not sustained in the grievance procedure, the officer shall remain as a liaison officer.

(6) Should an officer choose to leave the program, he/she may do so by requesting the same. If the officer decides to return to regular duty during the first thirty (30) days in the liaison program, he/she shall return to their previous assignment and shift. After one year, if the officer leaves the liaison program, he/she will have to return to whatever opening exists in the Patrol Division until such time that openings arise on other shifts and his/her department seniority allows movement to another shift.

(7) PSL officers shall receive pay consistent with Schedule A of this agreement.

7.03(A) APPOINTMENTS TO K-9 UNIT. Appointees to the K-9 Unit (Officer Mulrine) shall be subject to the following selection procedure:

(1) Positions in the K-9 Unit will be filled through the normal posting process. The desirable qualification of this position is a commitment by the officer to remain in the program for five years, but that this qualification is met by the employee spending three years in the program. Any officer who enters the program and becomes eligible for promotion during the first three years of the program must waive his/her opportunity for any promotion until the full

three year commitment to the program is completed unless the parties mutually agree otherwise.

(2) The K-9 Unit will work five (5) days on, followed by three (3) days off, on a rotating schedule. They will work eight and one-half (8½) hours a day, in the same manner as shift personnel.

(3) The K-9 Unit will be responsible for 24 hours of maintenance training per month on a yearly average. A K-9 handler will adjust his/her workday for training purposes. In no event is training compensated with overtime pay or other compensation.

(a) The training will be broken down as follows:

1. Eight hours per month on a scheduled workday.

2. Eight hours per month on a scheduled day off.

3. Eight hours per month on down or slow periods on their normal work shift.

(4) The K-9 Unit will submit to recertification training as scheduled by the Department. A K-9 handler will adjust his/her workday for training purposes.

(5) K-9 demonstrations will be authorized by the Operations Commander and will be compensated by compensatory time at straight time on an hour-for-hour basis. K-9 demonstrations will be mutually agreed upon by both the K-9 handler and the Operations Commander. Mandatory demonstrations will be paid at time and one-half.

(6) Vacations days and personal days will be administered on a day-for-day basis. Off-time coming will be administered on an hour-for-hour basis.

(7) Handlers will be paid for the same number of hours for holidays as if they were a regular shift employee.

(8) The K-9 handler will be allowed to use the K-9 vehicle for personal use within the city limits if the K-9 partner is along in the car with the officer.

(9) When there is not a Green Bay Police Department K-9 working in accordance with Article 7, Section 7.03, a Green Bay Police Department K-9 shall be called in by seniority; except that an on-duty K-9 Unit from another police agency shall be called in if it is available for immediate response and the time of response is in good faith considered to be as fast as that of an off-duty Green Bay Police Department K-9 Unit.

(10) A retired K-9 may be used in exceptional circumstances with the mutual agreement of the City of Green Bay and the Green Bay Police Bargaining Unit.

(11) As long as the option outlined in Number (10) exists, the City will be responsible for routine medical costs, but not treatment for illness or injury (except on-duty injuries).

(12) The K-9 Officer will be subject to the residency requirements as outlined in Article 36, Residency, of the labor agreement.

(13) The K-9 Officer will be compensated one-half hour per day (per pay period) at their base rate of pay. If the K-9 Officer must take a canine to the vet for care, the Officer will receive a pay back card at the straight time rate for time spent at the veterinary office.

7.03(B)APPOINTMENTS TO CANINE UNIT. Appointees to the Canine Unit after January 1, 2008, shall be subject to the following selection procedure:

(l) Positions in the Canine Unit will be filled through the normal posting process. The desirable qualification of this position is a commitment by the officer to remain in the program for five (5) years, but that this qualification is met by the employee spending three (3) years in the program. Any officer who enters the program and becomes eligible for promotion during the first three (3) years of the program must waive his/her opportunity for any promotion until the full three-year commitment to the program is completed unless the parties mutually agree otherwise.

(2) The Canine Unit will work five (5) days on, followed by three (3) days off on a rotating schedule. The Canine Unit will work eight and one-half (8½) hours per day in the same manner as shift personnel.

(3) The Canine Unit will be responsible for seventeen (17) hours of maintenance training per month on a yearly average. A Canine Patrol Officer will adjust his/her workweek for training purposes. In no event is training compensated with overtime pay or other compensation. Additional training will be available with supervisory approval.

(a) The training will be broken down as follows:

l. Eight and one half (8.5) hours per month on a scheduled workday.

2. Eight and one half (8.5) hours per month on down or slow periods on their normal work shift.

(4) The Canine Unit will submit to recertification training as scheduled by the Department. A Canine Patrol Officer will adjust his/her workweek for training purposes and be compensated at the straight time rate for all time spent in recertification training.

(5) Canine demonstrations will be authorized by the Operations Commander and will be compensated by compensatory time at straight time on an hour-for-hour basis. Canine demonstrations will be mutually agreed upon by both the Canine Patrol Officer and the Operations Commander. Mandatory demonstrations will be paid at time and one-half.

(6) Vacation and other off time will be administered on an hour for hour basis in the same manner as shift personnel.

(7) Canine Patrol Officers will be paid for the same number of hours for holidays as if they were a regular shift employee.

(8) The Canine Patrol Officer will be allowed to use the Canine vehicle for personal use within the city limits if the Canine partner is along in the car with the officer.

(9) When there is not a Green Bay Police Department Canine working in accordance with Article 7, Section 7.03, a Green Bay Police Department Canine shall be called in by seniority; except that an on-duty Canine Unit from another police agency shall be called in if it is available for immediate response and the time of response is in good faith considered to be as fast as that of an off-duty Green Bay Police Department Canine Unit.

(10) A retired Canine may be used in exceptional circumstances with the mutual agreement of the City of Green Bay and the Green Bay Police Bargaining Unit.

(11) As long as the option outlined in Number (10) exists, the City will be responsible for routine medical costs, but not treatment for illness or injury (except on-duty injuries).

(12) The Canine Patrol Officer will be subject to the residency requirements as outlined in Article 36, Residency, of the labor agreement.

(13) The Canine Patrol Officer will be paid $195 per pay period for all care and maintenance of the canine. If the Canine Patrol Officer must take the canine to the vet for care, the officer will receive a pay back card at the straight time rate for time spent at the veterinary office.

7.04 APPOINTMENT TO THE EMERGENCY RESPONSE UNIT. Appointment to the Emergency Response Unit shall be by seniority among candidates meeting the following requirements:

(1) Minimum of three (3) years as a police officer.

(2) Be willing to complete a physical fitness test administered by the ERU commander and team members.

(3) Favorable review by ERU commander and team members.

(4) Be willing to attend ERU training as required.

(5) Be willing to respond to ERU call-ups and serve in whatever capacity as required by the OIC on the scene.

AGREEMENT

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CITY OF GREEN BAY

AND

GREEN BAY PROFESSIONAL POLICE ASSOCIATION
(BARGAINING UNIT)

2012-2015

grievance procedure set forth in the labor agreement. Only reasons capable of objective proof shall be considered in the event such a recommendation is made and grieved. If the recommendation is sustained in the grievance, or alternatively, if the officer fails to grieve within the time limits of the grievance procedure, the officer shall be returned to regular duty in the Police Department pursuant to the provisions of number (6) below. If the recommendation is not sustained in the grievance procedure, the officer shall remain as a School Resource Officer.

7.2.6 Should an officer choose to leave the program, they may do so by requesting the same. If the officer decides to return to regular duty during the first 30-days in the School Resource Officer program, they shall return to their previous assignment and shift. After one year, if the officer leaves the School Resource Officer program, they shall have to return to whatever opening exists in the Patrol Division until such time that openings arise on other shifts and the officer's department seniority allows movement to another shift.

7.2.7 School Resource Officers shall receive pay consistent with Schedule A of this Agreement.

7.2.8 The SRO shall work a 5/2 work schedule during the school year. Hours of work for this position shall be 7:00 am to 3:30 pm. Summer schedule is a 5-2/4-3 schedule.

Each SRO shall accumulate 1-work day every other week while school is in session and bank that day for off time during the summer months. Accumulated banked days cannot be carried over to the next school year.

7.3 APPOINTMENTS TO CANINE UNIT. Appointees to the Canine Unit after January 1, 2008, shall be subject to the following selection procedure:

7.3.1 Positions in the Canine Unit shall be filled through the normal posting process. The desirable qualification of this position is a commitment by the officer to remain in the program for 5-years, but that this qualification is met by the employee spending 3-years in the program. Any officer who enters the program and becomes eligible for promotion during the first 3-years of the program must waive their opportunity for any promotion until the full 3- year commitment to the program is completed unless the parties mutually agree otherwise.

7.3.2 The Canine Unit shall work 5-days on, followed by 3-days off on a rotating schedule. The Canine Unit shall work 8½-hours per day in the same manner as shift personnel.

7.3.3 The Canine Unit shall be responsible for 17-hours of maintenance training per month on a yearly average. A Canine Patrol Officer shall adjust their workweek

for training purposes. In no event is training compensated with overtime pay or other compensation. Additional training shall be available with supervisory approval. If approved on an off-shift, compensation shall be based on actual hours at time for time via payback.

The training will be broken down as follows:

(i) 8½ hours per month on a scheduled workday

(ii) 8½ hours per month on down or slow periods on their normal work shift

7.3.4 The Canine Unit shall submit to recertification training as scheduled by the Department. A Canine Patrol Officer shall adjust their workweek for training purposes and be compensated at the straight time rate for all time spent in recertification training.

7.3.5 Canine demonstrations shall be authorized by the Operations Commander and shall be compensated by compensatory time at straight time on an hour-for-hour basis. Canine demonstrations shall be mutually agreed upon by both the Canine Patrol Officer and the Operations Commander. Mandatory demonstrations shall be paid at 1½-times.

7.3.6 Vacation and other off time shall be administered on an hour for hour basis in the same manner as shift personnel.

7.3.7 Canine Patrol Officers shall be paid for the same number of hours for holidays as if they were a regular shift employee.

7.3.8 The Canine Patrol Officer shall be allowed to use the Canine vehicle for personal use within the city limits if the Canine partner is along in the car with the officer.

7.3.9 When there is not a Green Bay Police Department Canine working in accordance with Article 7, Section 7.3, a Green Bay Police Department Canine shall be called in by seniority; except that an on-duty Canine Unit from another police agency shall be called in if it is available for immediate response and the time of response is in good faith considered to be as fast as that of an off-duty Green Bay Police Department Canine Unit.

7.3.10 A retired Canine may be used in exceptional circumstances with the mutual agreement of the City of Green Bay and the Green Bay Police Bargaining Unit.

7.3.11 As long as the option outlined in 7.3.10 exists, the City shall be responsible for routine medical costs, but not treatment for illness or injury (except on-duty injuries).

7.3.12 The Canine Patrol Officer shall be subject to the residency requirements as outlined in Article 36, Residency, of the Agreement.

AGREEMENT

BETWEEN

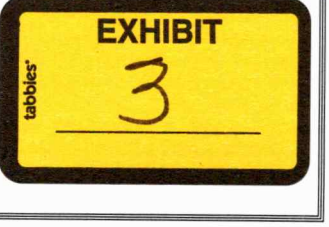
CITY OF GREEN BAY

AND

GREEN BAY PROFESSIONAL POLICE ASSOCIATION

(BARGAINING UNIT)

2016-2019



CITY OF GREEN BAY - POLICE DEPARTMENT
LABOR AGREEMENT

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

ARTICLE 1
RECOGNITION/MANAGEMENT RIGHTS

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

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

ARTICLE 2
PURPOSE OF AGREEMENT

2.1 GENERAL. It is the intent and purpose of the parties hereto that this agreement shall promote and improve working conditions between the City and the Green Bay Police Department (GBPD) Bargaining Unit and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto. In keeping with the spirit and purpose of this agreement, the City agrees that there shall be no discrimination by the City against any employee covered by this agreement because of membership or activities in the Bargaining Unit, nor shall the City interfere with the right of such employees to become members of the Bargaining Unit. The City retains all rights, powers, or authority that it had prior to this Agreement.

2.2 DISCRIMINATION. Neither the Employer nor the Union shall discriminate in any manner whatsoever against any employee as defined in Section 111.32 et seq. of Wisconsin Statutes.

- Peer Review = 35%
- Department File Review = 25%

(D) 4-Step Selection Process with Peer Review

- Written Test = 25%
- Interview = 35%
- Peer Review = 25%
- Department File Review = 15%

7.3 CANINE UNIT. To provide maximum availability for normal canine handling duties, newly appointed Canine Unit officers shall not serve on more than one other specialty unit at the same time.

7.3.1 Qualifications for this position are:

a. Minimum of 3-years as a Green Bay police officer.

b. The selection process for Canine Officers will be in accordance with 7.2.3.i.(C).

c. Commitment by the officer to remain in the program for 5-years. The commitment requirement is met by the employee spending 3-years in the program. Any officer who enters the program and becomes eligible for promotion during the first 3-years of the program must waive their opportunity for any promotion until the full 3-year commitment to the program is completed unless the parties mutually agree otherwise.

d. For Canine Officer's appointed after July 1, 2016 the length of assignment will be 10 years or the work life of 2 of the officer's dogs, whichever is greater. The Canine Officer may be considered for additional Canine Officer assignments by applying for the position.

7.3.2 The Canine Unit shall work 5-days on, followed by 3-days off on a rotating schedule. The Canine Unit shall work 8½-hours per day in the same manner as shift personnel.

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

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

b. Training will be twice per month.

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

7.3.4 The Canine Unit shall submit to recertification training as scheduled by the Department. A Canine Patrol Officer shall adjust their workweek for training purposes and be compensated at the straight time rate for all time spent in recertification training. When the Department adjusts the workweek, an officer's adjusted off day(s) will be placed either immediately before or immediately after the officer's regular off days in the week following recertification training.

ARTICLE 7
SELECTION FOR SPECIALTY TEAMS

7.1 APPOINTMENT TO SCHOOL RESOURCE OFFICER.

7.1.1 Appointees as a School Resource Officer shall be subject to the following selection procedure:

~~(a) Any applicant for School Resource Officer shall be screened for qualifications for the program first by the Chief of Police and then by the Selection Committee all as set forth below to determine whether the applicant meets the qualifications for the position, which qualifications are also set forth below.~~

(a~~b~~) The qualifications for the School Resource Officer Program shall be as follows:

1. Able to make critical judgments within the scope of responsibility of the position;
2. Ability to adapt to change;
3. Maturity;
4. Emotionally healthy;
5. Self-control;
6. Understanding of own and others' feelings;
7. Ability to handle pressure without overreacting;
8. Interest in working within the school environment;
9. Respect for constitutional rights of others;
10. Ability to communicate effectively with individuals and groups, both juveniles and adults;
11. Ability to prepare necessary reports and records (i.e. written communications);
12. Interest and involvement with juveniles and youths, and/or young adults;
13. Knowledge of laws pertaining to juveniles;
14. Knowledge of practices relating to building security.

7.2 FILLING VACANCIES AND TENURE AS SCHOOL RESOURCE OFFICER (SRO).

7.2.1 Any vacancy for an SRO shall be posted in the department pursuant to the rules for such posting. ~~The Chief of Police shall review the persons signing that posting in the order of their seniority in light of the qualifications for School Resource Officer set forth above. After said review, the Chief of Police shall recommend the most senior qualified police officer signing the posting to the Selection Committee for appointment as a School Resource Officer.~~

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EXHIBIT
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7.2.2 The Selection Committee shall be a 7-member committee formed for passing upon the Chief of Police's recommendation for applicants to the program. The Committee shall be made up as follows: 3-representatives from the Green Bay School System, 1-representative from the Green Bay Human Resources Department, and 3-representatives from the Green Bay Police Department, delegated by the Chief of Police.

~~7.2.3 The Selection Committee shall determine whether the applicant recommended by the Chief of Police is qualified to serve as a School Resource Officer and, if qualified, that applicant shall be appointed as a School Resource Officer.~~

7.2.4 ~~If either the Chief of Police or the Selection Committee shall determine that an officer posting for assignment as a School Resource Officer is not qualified, the Chief of Police or the Selection Committee, as the case may be, shall set forth in writing the reasons why the officer in question is unqualified. The officer shall have the right to grieve the decision of the Chief of Police or the Selection Committee through the grievance procedure contained in the Labor Agreement between the City and the Green Bay Police Bargaining Unit. In the even the Chief of Police or the Selection Committee, as the case may be, cannot sustain its determination that the officer in question is in fact unqualified, that officer shall be appointed as a School Resource Officer with the same force and effect as if appointed to the original position applied for. Only reasons capable of objective proof shall be considered in the event that a determination of non-qualification is made and grieved. Unless a specific written determination is made that an applicant is not qualified, each police officer signing the posting for a vacancy shall be conclusively deemed to be qualified.~~

The SRO Interview process will consist of the following scoring:

Seniority – 25 possible points:

- 21 or more years = 25 points
- 16-20 years = 20 points
- 11-15 years = 15 points
- 6-10 years = 10 points

Interview – 30 possible points:

- 90-100 points = 30 points
- 80-89 points = 25 points
- 70-79 points = 20 points
- 0-69 points = 0 points

Resume/Cover Letter – 15 possible points.
Scenarios – 30 possible points.

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A candidate's overall score from the interview, resume/cover letter and scenarios must be at 70% or higher to continue in the process.

Upon successful completion with a score of 70% or higher, the candidate's seniority points will be added to their score for a final score.

Candidates will be ranked by their final overall score and the candidate with the most points will be offered the position.

7.2.5 Tenure of the assignment shall be based on the adequate performance of the officer and ongoing evaluations by both the police and school administrators. If, in the estimation of the school administrators, the officer is demonstrably unacceptable, a recommendation would be made to the Chief of Police that the services of the officer as a School Resource Officer in the school be terminated. Upon receipt of said recommendation, the Chief of Police shall notify the officer in question of the recommendation, which notification shall set forth in writing the reasons for the recommendation. In the event the officer does not accept the recommendation, s/he shall have the right to grieve such through the grievance procedure set forth in the labor agreement. Only reasons capable of objective proof shall be considered in the event such a recommendation is made and grieved. If the recommendation is sustained in the grievance, or alternatively, if the officer fails to grieve within the time limits of the grievance procedure, the officer shall be returned to regular duty in the Police Department pursuant to the provisions of 7.2.6~~number (6) below~~. If the recommendation is not sustained in the grievance procedure, the officer shall remain as a School Resource Officer.

7.2.6 Should an officer choose to leave the program, they may do so by requesting the same. If the officer decides to return to regular duty during the first 30-days in the School Resource Officer program, they shall return to their previous assignment and shift. After one year, if the officer leaves the School Resource Officer program, they shall have to return to whatever opening exists in the Patrol Division until such time that openings arise on other shifts and the officer's department seniority allows movement to another shift.

7.2.7 School Resource Officers shall receive pay consistent with Schedule A of this Agreement.

7.2.8 The SRO shall work a 5/2 work schedule during the school year. Hours of work for this position shall be 7:00 am to 3:30 pm. Summer schedule is a 5-2/4-3 schedule. Each SRO shall accumulate 1-work day every other week while school is in session and bank that day for off time during the summer months. Accumulated banked days cannot be carried over to the next school year.

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7.3 SELECTION PROCESS. The following represents the process that will be followed for filling all assignments and specialty positions represented by this bargaining unit. This selection process will be for all new appointments following ratification of this contract (date to be included in final document).

- POSTING. All assignments and specialty positions will be announced either through a posting or electronic communication to eligible officers. The announcement will include a description of the assignment; the closing date if any to apply for the assignment; requirements to be eligible for assignment; and description of the selection process.

- OFFICER APPLICATION. The posting will indicate if the officer needs to provide written notice, prepare a letter of interest, provide a resume, or other means of applying for the assignment or specialty position.

- PROCESS FOR SELECTION. The selection process may consist of the following:
  - Candidate must meet posted requirements to be considered further for the assignment or specialty position.

  - If a physical fitness test is required the officer must pass the physical fitness requirements. Physical fitness testing will be required for the Canine Unit, SWAT Team, Dive Team, Dive Team Support Officers, Marine Unit and other units designated by the Chief of Police or designee.

  - If a written test is required the officer must pass the written test with a score of 70 or higher to continue in the process. The written test will have a value of 100 points and the officer's score will equate to the number of points received on the written test.

  - Interview process with an interview team consisting of at least one Police Supervisor, Police Officer and others selected by the Chief of Police or designee. Officer must receive 70 or higher to continue in the process. The interview will have a value of 100 points and the officer's score will equate to the number of points received by the interview committee.

  - If a peer review is required it will be led by the Police Supervisor of the specialty unit and members of the specialty unit selected by the Chief of Police or designee. Officer must receive 70 or higher to continue in the process. The peer review will have a value of 100 points and the officer's score will equate to the number of points received by the peer review committee. Peer review will be required for the SWAT Team, Dive Team, and other units designated by the Chief of Police or designee.

  - Department file review will be conducted by a Police Supervisor and other(s)

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selected by the Chief of Police or designee. Officer must receive 70 or higher to continue in the process. The department file review will have a value of 100 points and the officer's score will equate to the number of points received for the department file review.

- Upon successful completion of the selection process, the officer's seniority points will be added to their score for a final score. Using the officer's seniority date, officers will receive one point for every four complete years of service.

- Officers will be ranked by their final overall score and the officer with the most points will be offered the position.

- Weighted values of the selection process are as follows:
  - 2-Step Selection Process
    - Interview = 60%
    - Department File Review = 40%
  - 3-Step Selection Process without Peer Review
    - Written Test = 30%
    - Interview = 40%
    - Department File Review = 30%
  - 3-Step Selection Process with Peer Review
    - Interview = 40%
    - Peer Review = 35%
    - Department File Review = 25%
  - 4-Step Selection Process with Peer Review
    - Written Test = 25%
    - Interview = 35%
    - Peer Review = 25%
    - Department File Review = 15%

7.3 ~~APPOINTMENTS TO~~ CANINE UNIT. ~~Appointees to the Canine Unit after January 1, 2008, shall be subject to the following selection procedure:~~ To provide maximum availability for normal canine handling duties, newly appointed Canine Unit officers shall not serve on more than one other specialty unit at the same time.

7.3.1 ~~Positions in the Canine Unit shall be filled through the normal posting process. The d~~Desirable qualification ~~o~~for this position is a commitment by the officer to remain in the program for 5-years. The commitment requirement ~~, but that this qualification~~ is met by the employee spending 3-years in the program. Any officer who enters the program and becomes eligible for promotion during the first 3-years of the program must waive their opportunity for any promotion until the full 3- year commitment to the program is completed unless the parties mutually agree otherwise. The Canine Officer's length of assignment will be 5-

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years or the work life of the officer's dog.

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7.3.2 The Canine Unit shall work 5-days on, followed by 3-days off on a rotating schedule. The Canine Unit shall work 8½-hours per day in the same manner as shift personnel.

7.3.3 The Canine Officer~~Unit~~ shall be responsible for 17-hours of maintenance training per month on a yearly average. ~~A Canine Patrol Officer shall adjust their workweek for training purposes. In no event is training compensated with overtime pay or other compensation. Additional training shall be available with supervisory approval. If approved on an off-shift, compensation shall be based on actual hours at time for time via payback.~~

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

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The training will be broken down as follows:
(i) 8½ hours per month on a scheduled workday
(ii) 8½ hours per month on down or slow periods on their normal work shift

7.3.4 The Canine Unit shall submit to recertification training as scheduled by the Department. A Canine Patrol Officer shall adjust their workweek for training purposes and be compensated at the straight time rate for all time spent in recertification training.

7.3.5 Canine demonstrations shall be authorized by the Operations Commander and shall be compensated by compensatory time at straight time on an hour-for-hour basis. Canine demonstrations shall be mutually agreed upon by both the Canine Patrol Officer and the Operations Commander. Mandatory demonstrations shall be paid at 1½-times.

7.3.6 Vacation and other off time shall be administered on an hour for hour basis in the same manner as shift personnel.

7.3.7 Canine Patrol Officers shall be paid for the same number of hours for holidays as if they were a regular shift employee.

7.3.8 The Canine Patrol Officer shall be allowed to use the Canine vehicle for personal use within the city limits if the Canine partner is along in the car with the officer.

7.3.9 When there is not a Green Bay Police Department Canine working in accordance with Article 7, Section 7.3, a Green Bay Police Department Canine shall be called in by seniority; except that an on-duty Canine Unit from another police agency

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11:00 AM

Cities Response

Response to GBPPA
Informal Proposal
April 20, 2016

7.2.1 POSTING. All specialty team and detective positions will be announced either through a posting or electronic communication to all officers. The announcement will include a description of the assignment; the closing date if any to apply for the assignment; requirements to be eligible for assignment; expiration date of the list; and description of the selection process.

7.2.3.b If a physical fitness test is required the officer must pass the physical fitness requirements. Physical fitness testing will be required for the Canine Unit, SWAT Team, Dive Team, Dive Team Support Officers, and Marine Unit ~~and other units designated by the Chief of Police or designee. If the Chief of Police adds physical requirements to any unit not designated herein, prior notice will be provided to the GBPPA.~~

7.2.3.d Interview process with an interview team selected by the Chief of Police or designee which will consist~~ing~~ of at least the following one Police Supervisor and two of the following options

- 1 GBPPA Board member
- 1 GBPD member with appropriate "skill set"
- 1 member from an outside agency or a civilian with appropriate "skill set".

~~Police Officer and others selected by the Chief of Police or designee~~. Officer must receive 70 or higher to continue in the process. The interview will have a value of 100 points and the officer's score will equate to the number of points received by the interview committee.

7.2.3.e If a peer review is required it will be led by the Police Supervisor of the specialty unit and members of the specialty unit selected by the Chief of Police or designee. Officer must receive 70 or higher to continue in the process. The peer review will have a value of 100 points and the officer's score will equate to the number of points received by the peer review committee. Peer review will be required for the SWAT Team, Canine Unit, and Dive Team.~~, and other units designated by the Chief of Police or designee. If the Chief of Police adds peer review to any unit not designated herein, prior notice will be provided to the GBPPA.~~

7.2.4 An officer not selected for one of the positions shall have the right to grieve the decision through the grievance procedure. Only reasons capable of objective proof shall be considered in the event that a determination of non-qualifications is made and grieved.

7.3.1

- The Canine Officer's length of assignment will be 10~~5~~-years or the work life of 2 of the officer's dogs, whichever is greater. The Canine Officer may be considered for additional ~~5-year~~ assignments by applying for the position.

7.4.1 Minimum of 3-years as a Green Bay police officer.

7.4.4 Minimum of 3-years as a Green Bay police officer.

7.5 Minimum of 3-years as a Green Bay police officer. (In agreement)

7.6.1 Minimum of 3-years as a Green Bay police officer.

EXHIBIT 5

7.6.3 Shift Assignments. CPU Officers appointed after ratification or issuance of an arbitral award shall be assigned to the mid-day shift in the patrol division. Core hours for all newly appointed CP's will change from afternoon (2:15p-10:45p) to mid-day (10:30a-7p), but all current CP's shall

Jon Cermele

From: Lynn Boland <lynnbo@greenbaywi.gov>
Sent: Monday, June 13, 2016 1:49 PM
To: 'Jon Cermele'
Cc: benal@greenbay.wi.gov; Nate Allen; Andrew Smith
Subject: RE: GBPPA
Attachments: Review of Personnel File (June 13).docx; Canine Language (June 13).docx

Jon,

Attached is the revised language of article 7.3

- 7.2.3.f added the personnel file matrix
- 7.3.1 second bullet clarified that the limit on assignment is for canine officer's appointed after July 1, 2016
- 7.3.3 incorporated the agreed to language on the training pay out
- 7.3.3.ii includes the language about not being pulled out of training

Regarding the issue of the grievance, while the City would like to see this item resolved we are not in agreement to delete 7.3.4.

Good luck with the vote… When will you know the results?

Lynn

From: Jon Cermele [mailto:jon@cermelelaw.com]
Sent: Monday, June 13, 2016 8:25 AM
To: Lynn Boland
Cc: benal@greenbay.wi.gov; Nate Allen
Subject: FW: GBPPA

Lynn. In your absence Ben and I addressed a couple of things. *See below.* Based on those discussions, I understand the following language should be added to your most recent "Changes Only" version:

The length of assignment language re Canine officers applies only to new appointees.

Add the following to 7.3.3 "Canine officers are not subject to being pulled from training at any time to resume normal duties." *See our 8/26 proposal, accepted on 9/30/15.*

Canine officers will be paid at straight time (not pay-back) for training.

The File Review "matrix" provided by the Chief should be included in the subsection addressing the file review.

I hope this can be confirmed and added into your language for final review ASAP. Our 1st ratification vote is tomorrow, and it's important to be able to provide the exact language changes to the officers at that time.

Finally, I broached the subject to resolving the Canine Handler's Recertification Training grievance, and Ben said he would address it with you. Was hoping we could resolve that without having to expend energy in the grievance

EXHIBIT 6

7.3 ~~APPOINTMENTS TO~~ CANINE UNIT. ~~Appointees to the Canine Unit after January 1, 2008, shall be subject to the following selection procedure:~~ To provide maximum availability for normal canine handling duties, newly appointed Canine Unit officers shall not serve on more than one other specialty unit at the same time.

7.3.1 ~~Positions in the Canine Unit shall be filled through the normal posting process. The desirable~~
~~q~~Qualifications ~~of~~for this position are:

- Minimum of 3-years as a Green Bay police officer; ~~is a c~~
- Commitment by the officer to remain in the program for 5-years. The commitment requirement ~~, but that this qualification~~ is met by the employee spending 3-years in the program. Any officer who enters the program and becomes eligible for promotion during the first 3-years of the program must waive their opportunity for any promotion until the full 3- year commitment to the program is completed unless the parties mutually agree otherwise.
- For Canine Officer's appointed after July 1, 2016 the length of assignment will be 10 years or the work life of 2 of the officer's dogs, whichever is greater. The Canine Officer may be considered for additional Canine Officer assignments by applying for the position.

7.3.3 The Canine Officer~~Unit~~ shall be responsible for 17-hours of maintenance training per month on a yearly average. A Canine Patrol Officer shall adjust their workweek for training purposes. Canine officers shall be paid at straight time pay for up to 171 hours in the 28-day cycle.~~In no event is training compensated with overtime pay or other compensation.~~ Additional training shall be available with supervisory approval.~~If approved on an off-shift, compensation shall be based on actual hours at time for time via payback.~~ When feasible all canine officers will train together as a unit.

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

~~The training will be broken down as follows:~~
~~(i) 8½ hours per month on a scheduled workday~~
~~(ii) 8½ hours per month on down or slow periods on their normal work shift~~

~~7.3.14 The narcotic canine handler may flex their work hours on their workday with supervisory approval.~~

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EXHIBIT 7

MINUTES OF THE PERSONNEL COMMITTEE

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

A. ROLL CALL.

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

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

Others present: HR Director Joseph Faulds, Chief of Staff Celestine Jeffreys, City Attorney Vanessa Chavez, Assistant City Attorney Lindsay Mather, Police Chief Andrew Smith, Police Commander Kevin Warych, Parks, Recreation & Forestry Director Dan Ditscheit, Assistant Finance Director Pam Manley, HR Generalist Adam Reidinger and others

B. APPROVAL OF THE AGENDA.

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to approve. Motion carried. Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, No- None, Abstain- None

C. APPROVAL OF MINUTES.

1. Approval of the minutes from September 24, 2019.

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to approve. Motion carried. Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, No- None, Abstain- None

D. REGULAR BUSINESS.

EXHIBIT 8

1. Consideration with possible action on request to fill the following replacement position and all subsequent vacancies resulting from internal transfers.
a.Park Maintenance Worker - Parks, Recreation and Forestry

Moved by Ald. Veronica Corpus-Dax, seconded by Ald. Barbara Dorff to approve. Motion carried.
Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, No- None, Abstain- None

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

Moved by Ald. Barbara Dorff, seconded by Ald. Bill Galvin to approve. Motion carried.
Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, No- None, Abstain- None

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

Moved by Veronica Corpus-Dax, seconded by Barbara Dorff to hold until the next Personnel Committee meeting. Motion carried.
Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, No- None, Abstain- None

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

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to approve. Motion carried.
Yes- Barbara Dorff, Bill Galvin, Veronica Corpus-Dax, No- None, Abstain- None

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

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

Moved by Ald. Veronica Corpus-Dax, seconded by Ald. Barbara Dorff to go into closed session. Motion carried.
Yes- None, No- None, Abstain- None

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

Motion carried.
Yes- None, No- None, Abstain- None

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to take under advisement until the next Personnel Committee meeting. Motion carried.
Yes- None, No- None, Abstain- None

F. PUBLIC HEARINGS.

E. INFORMATIONAL.

1. Report of routine personnel actions for regular employees.

2. Next meeting date: October 29, 2019.

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, No- None, Abstain- None

VERBATIM MINUTES

- All right, we're on, we're live?

- Yep.

- All right, this is the start of the Personnel Committee. It's October 8th, 2019. We'll start out with the roll call.

- Alder Dorff here.

- Alder Corpus-Dax present.

- Alder Galvin is here, and Alder Lefebvre is not here. I haven't heard anything about if she's coming or not, but we do have a quorum, and so we'll proceed. I'll look for a motion on the approval of the agenda.

- Move to approve the agenda.

- Second.

- All in favor?

- [All] Aye.

- Those opposed? That passes.

- Move to approve the minutes, or aren't you ready yet?

- I'm just waiting to see that he's done.

- Yep.

- Good, okay. Motion to--

- Move to approve the minutes by Alder Dorff.

- Second.

- Okay, all those in favor?

- [All] Aye.

- Any opposed? That passes unanimously. Onto Regular Business, D, sub one. Consideration with possible action on a request to fill the following replacement position and all subsequent vacancies resulting from internal transfers at the Park Maintenance Worker position. Staff?

- So you do have the position fill request in your packet. If you have any questions we can answer that.

- Anyone have any questions?

- I didn't have any questions.

- I'll entertain a motion.

- Motion to approve.

- Second.

- All in favor?

- [All] Aye.

- And that passes unanimously. Number two, consideration with possible action to increase the dental insurance premium, staff.

- So I just handed out the dental insurance plan, so you'll see in the first column on the left that they were asking for a 9% increase, but we made some changes, and you'll see them in red on the bottom. And all those changes are standard, too, there's nothing above and beyond what other dental contracts have. So we're just asking for a 3% increase because what those changes involve.

- So just fluoride once a year?

- For dependent children up to age 17, yep, and they said that's standard.

- Oh, it is, but for older people it's twice a year. I don't know if that's changed or not, I'll have to get back to you on that.

- Okay.

- All right.

- When you think prevention, I mean, that's prevention, so you'd think that would make sense because that keeps your rates lower, usually.

- I think it was for younger--

- It says for dependent children up to age 17, so that--

- I think that's why, but I'll double check on that.

- Maybe that just means, okay.

- Okay, so does anyone have any question on any of this?

- I think this is good.

- And to add, too, we will be providing three cleanings per year now. That is now standard for individuals.

- Really?

- Yeah, I didn't know that either.

- I didn't know that either.

- I'll have to tell my wife about that, she might want to.

- I'm not going three times.

- If you want to.

- Okay, all right. Move to approve.

- Second?

- Are you, oh you're still reading.

- No, I'm fine.

- All right.

- Did you second?

- Oh, you seconded?

- Oh, I seconded, yeah, . All those in favor?

- [All] Aye.

- That passes unanimously. Alder Wery is not here, I'm willing to hold this until we get to the end in case he shows up.

- I move that we amend the agenda and hold it to the end of--

- For number three?

- For number three, or is he not coming?

- He won't be here tonight. So I did reach out to Alder Wery, and he's talked to Community and Economic Development about having 30 days to get information to them, so this will be, so I'd ask that you hold it for him until the November meeting. So we have time to get the information for him.

- So I move to hold until the November?

- Which meeting in November?

- The first one, I think the 12th.

- November 12th.

- Okay.

- I think.

- Okay.

- All right.

- Motion?

- Oh yes, second.

- All in favor?

- [All] Aye.

- That passes unanimously, to hold that until November, the first meeting in November.

- Yeah, and we'll get the correct date of that.

- Okay, consideration with possible action to create a City of Green Bay Policy Chapter 32 Employee Resource Groups. Staff.

- So there's a lot of information here. So I'll just go through our memo and then the policy, and if you have any questions you can ask us about them. So the City wants to leverage our diversity and foster inclusion to provide the best service for the public, and the goals we also have is to create a culture that would value the contributions from all of our employees and provide equal opportunity for professional development and career advancement. So that's why we're bringing forth the Employee Resource Group. So what is an Employee Resource Group? It's an employee group that's been formally recognized by the City and is comprised of employee members who share a common background, focused area of interest, and/or goals. So we're hoping that the Employee Resource Groups will create this type of culture for the City. So that's kind of the why behind it. So if you look at 32.2, and now I'm looking at the policy that we have. So in 32.2, what we're hoping that our Employee Resource Groups will achieve, and you see the letters here, would help the City strengthen the City's ability to recruit a diverse workforce, provide safe and supportive employee networks, organized around shared characteristics or interests which help improve working relationships and create a more inclusive and attractive working environment, create an open forum for the exchange of ideas on how to better engage all City residents and provide exceptional services for the public, help foster opportunities for personal and professional development for City employees, empowering employees and develop leaders, and then help identify gaps and opportunities in the City's Talent Acquisition and Employee Development process. So, how would an employee set up an ERG? So I do have in here the application form and the charter template as well. So what an employee would do is they would apply to the HR Department. The HR Department would look over the application and then we'd approve it, and then from there we would help the employee set up the charter for the group. And then HR would then work with the ERG to make sure they're following all their guidelines and following their policies. So who is eligible for an ERG? All employees would be eligible for an ERG. And then we'd just have to make sure the ERG activities don't conflict with our Personnel policies, and any state and federal laws and ordinances as well. And the ERGs are not just for, it's not a hobby, it's not just a social group. It has to be to further the City's mission and purpose and help further diversity and inclusion in the City. And then when an employee is at an ERG sponsored activity during the work hours, that will be covered as pay, but when it's outside of the work hours, it's on the employee's own time. So then, like I said, the responsibility of the HR Department, let me back up. I guess in order for an employee to go to an ERG activity, they have to have supervisory approval to do that.

- Can you give me an example of an ERG activity?

- Sure, so what we put in here for activities?

- Mm hm.

- Well, yeah. Like what would someone do during work hours?

- So I think what they'd do is a certain group of shared characteristics would meet, and they would talk about any concerns or issues they have in the work environment, any ideas they have to improve services, any thoughts they have on different training they could provide to employees. It's an opportunity for employees to get together informally and talk about the work environment and what the City can do to help improve the services or training or just the work environment for the employees.

- Okay, and you were going to answer, what kind of group, give me an example.

- So the group that we had in the charter was women in STEM, so that's science, technology, engineering, and math. So that would be a discerned group, where you have women in STEM throughout all the departments, so they would meet, and I think what it helps is you have women in STEM in more than one department, so that kind of breaks down those silos and has employees meeting together and talking about what they do at the city, not just within their department, but within, or I guess with all departments.

- Okay, it says in the paperwork that an ERG helps to promote diversity.

- Mm hm.

- How does a group of specific people, women in STEM, so it can't be men in STEM, I mean, how does this promote diversity?

- Yeah, so how it works is the group would be women in STEM, it would be helping to further the goals in helping women in STEM talk to each other. But it's open to every single employee in the City to be in that group. And you need the buy-in from leadership and employees to be in that group, because if you're not listening to what women in STEM are suggesting, then it's really going to go nowhere. So that's how it fosters diversity, is it gives people of a shared goal or characteristic to meet, and gives them a forum to talk about it. But then it allows the leadership to buy in and listen to their suggestions, because right now we don't really have a women in STEM group to meet and talk, why, because they do it on their own time, they could, but this kind of formalizes a system where people of a certain characteristic or idea can meet in groups, talk about their suggestions, and then leadership can listen and give them feedback on it.

- But this is, is this a real group that really wants to have a charter?

- I don't know.

- Or is this just a sample?

- Example?

- It's a sample, yeah.

- And it's not going interfere with bargaining units, or I mean, if they have ideas, anything like that, they have to either, A, go to the bargaining unit, or if they don't fall within a bargaining unit, then they could go to management with their ideas?

- So the way that I've looked at this now is I think that police and fire and transit, would be open to have an Employee Resource Group. Whether that need to be bargained or not, I think it's just good to have Employee Resource Groups throughout all of our departments. So how does it increase diversity? I think for candidates as well, diverse candidates, it's good for them to know we might have an Employee Resources Group that they can join to provide resources for them when they get work in the city.

- So this is kind of a thing? I've never heard of it. And I've been out of education now for four years. So this is a thing that--

- Yeah, a lot of private organizations have ERGs, it's very prominent in the private sector. And then Milwaukee also has Employee Resource Groups as well, many of them. And we've talked to them about their policies, and I've worked off their policies in putting this together.

- Is it attractive to Millennials, is that a specific group that might, or not so much, it doesn't really have to do with age ranges, it's more of culture?

- Yeah, I think it's more about culture.

- Or education, like STEM, or, Celestine,

- You can jump in.

- [Celestine] Thank you, Celestine Jeffreys, Chief of Staff.

- And Celestine, do you want to come up, so we get you--

- On the camera.

- [Celestine] So it is open to employees who want to form a group, and it is very much, it isn't the staff, the senior staff telling employees what group they should form, but rather what groups employees feel call to form. And we talk about diversity, we talk about it very broadly. And so that includes many, many different kinds of categories by which someone would identify. Or, someone in a life circumstance. So I can give you another Employee Resource Group potential. Once again, we don't know if people are interested in doing that here in the City, but caregivers, right? So some people in the middle of their lives find themselves being caregivers for their parents. And that could be an Employee Resource Group, middle-aged caregivers of aging parents.

- Maybe a Veterans group.

- [Celestine] Could be a Veterans group, exactly, right. And it's open to everyone. I think the key thing that Director Faulds had said is that it's open to everyone.

- Well, what do we do with the employee that joins 10 ERGs?

- Yep, that's a great question. So I think what we need to do as the supervisors and senior staff is make sure that, I think someone could join 10, I don't know if we're ever going to get to 10, but then it cannot conflict with your work responsibilities, so let's just say you joined two or three or something like that. We would think that the meetings would be probably be once a month, so if you're in three groups, maybe you don't go to three every single month, and maybe you rotate and its quarterly or something like that. So that's how we would handle that, we would just make sure it doesn't conflict with work responsibilities.

- Right.

- And I think we will encourage them to have meetings during their break times or around the lunch or something like that, because we want the dialogue to be with the supervisor and the employees, what can we do to make sure it's not conflicting with work responsibilities, or just minimizing how much it's affecting. And we do also have like our benefits committee, we have safety committees, we do have a lot of committees that we do meet during work hours, and I think this would be part of those.

- Okay.

- So I think what we were hoping for was that we would have this starting January 1st, and that would give us time to educate our employees, and educate supervisors on how to work with ERGs. And then also to let you know is that Human Resources, for the budget, we will be reclassing one of our positions. We have two HR Assistant positions. We just filled one. The second HR Assistant position we'll reclass to a Diversity and Inclusion Coordinator. That person would oversee ERGs, it wouldn't be all they do, they'd also do other strategies to improve diversity and inclusion, and then we would also be asking for about some seed money for the ERGs at the budget time for you guys to look at as well, which would be about 1,500.

- Motion?

- I'll move to approve.

- I'll second.

- All in favor?

- [All] Aye.

- Opposed? Passes unanimously. Now we're onto item five. We're here for consideration with possible action on the Officer Matthew Lynch regarding the attendance of K9 training issued July 19th, 2019. This Grievance is before the Personnel Committee meeting at this time upon the mutual agreement of the parties for extensions of time, rather than at the meeting that was first available after filing. This is a quasi-judicial matter. It is the goal of the Personnel Committee to provide and conduct the hearing that is both fair in form, appearance, and substance. To ensure that this hearing satisfies these goals, each member of the Personnel Committee please confirm the following by stating, I confirm. I do not have an interest or conflict of interest in this matter.

- I confirm.

- I confirm.

- I confirm. I have not received any communication from any person or party about this matter.

- I did not.

- I did not.

- The decision will be made based upon a 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 thereof. 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 materials have been submitted into the record. Number one is letter from the GBPPA dated August 7th, 2019. Two, the original Grievance number 2019-003, identified as Green Bay Professional Police Association Contract Violation Information Form, dated August 7th, 2019, and attached documentation. Number three is a Grievance Response, number 2019-003, from Chief Andrew Smith, dated May 30th, 2019. Number four is a letter from HR Director, Joseph Faulds, to Officer Matthew Lynch, dated July 19th, 2019. And lastly, a letter from Attorney Jon Cermele?

- Cermele.

- Cermele, I'm sorry, to the Personnel Committee, dated October 3rd, 2019. 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, but both parties will be permitted to make arguments to support their written submissions. Does either party wish to make arguments to support their written submissions?

- Not at this time?

- City?

- We don't either. And I just want to clarify, I think there was, was there also a letter from the City from myself on October 4th? It's in the packet.

- [Vanessa] If it's in the packet, we can add it onto there. When I was going through there I didn't see it.

- Yeah, it's in the packet that you do have.

- All right, I'm going to make an amendment to the statement, then, number six, there's a letter dated--

- October 4th.

- October 4th, from whom to whom?

- From HR Director Joe Faulds to the Personnel Committee.

- Okay.

- [Vanessa] Just one correction, it looks like it's actually dated October 1st.

- Then there's--

- There's an October 1st one.

- There's a 1st and the 4th.

- There's two on the 4th.

- [Vanessa] I'm just double checking something here.

- I found it, October 4th is the very last one.

- Last, mm hm.

- Yep, it's in there.

- I'm going to ask the, are there any, do you guys have any concerns or questions about these two other letters that are being added?

- [Phil] I was aware that there was an additional letter from Director Faulds that was added in response to Attorney Cermele's email. I was not aware that there was two, and I guess I'm--

- So I did send an email to Phil, and Attorney Cermele, and Chief Smith, that it was in response to Attorney Cermele's letter.

- [Phil] So there's one response, correct?

- One response, that's it, yep.

- Okay, all right. So, neither party wants to make any arguments in support of their written submissions. Does any member of the Personnel Committee have any questions for either party? If you do, go ahead.

- Okay, so this was really difficult, first of all, because, I mean, I have a lot of questions, I guess, but I tried to frame this up so that I wasn't looking at it like a K9 unit, okay, I was thinking, first I thought, well, okay, if there was one less--

- Do we need to go into closed session?

- No.

- No?

- This is open session, that's fine.

- If there was one, say there was one less quadrant in Green Bay, say all of a sudden the high school, middle school, the elementary schools all combined, they were all shut down and we had 10 SROs, and then we didn't need SROs anymore in that quadrant. But then I thought that was a bad one, because we need SROs everywhere, so I just decided not to use that. So then I though, okay, I'm not being facetious here, but hear me out. We no longer have horses. But might someday get some more horses. We have an equestrian unit right now, right? We do have an equestrian unit. Would they still train, and these are maybe hypothetical, not that you have to answer them, but I was trying to kind of like, would they still train if we didn't have horses, would they drive the vehicle and horse trailer to the training, I was kind of extrapolating that, why would you drive the car, the K9 car to the training, because you maybe, or if we know we had a boat, or access to a boat, would the dive team drive the boat and trailer, no boat on the trailer to train. That part was kind of easier from me to think, why would you take the car if you didn't have a dog in it? So, are they allowed to answer questions, or am I just?

- Do you want to clarify, are you asking for the vehicle to stay with the officer?

- [Jon] I struck that from--

- Oh, that's gone now?

- I did respond to that, but that's no longer an issue. The issue now is simply on attending training.

- Okay, that makes sense. Okay, in that case, handlers have expensive training, because I've looked at the training a little bit, not around the K9s and support dogs, and so it's expensive training, it's probably good training. So it makes sense that they train monthly to keep their skills up. A lot's been invested in the officer's training. If this officer gets a dog again, will he lose his skills? Is it less costly to keep him trained than to start over with training, or would he have to start over with training because it's new K9? Who wants to answer that question? That group of questions, I can say them again.

- [Phil] Should we just, should we address that?

- [Matthew] Do we go up, or no?

- [Phil] All right, so, Phil Scanlan for the Police Association of Green Bay, and Officer Lynch here.

- And Phil, sorry, do you want come up to this, so we can catch you on camera. Thank you for doing that.

- All right, that was kind of, it was a long way to get to that question. So I'll answer it the best I can. We recognize in the Association that Officer Lynch has been a K9 handler for nine years. So the City's invested a lot of money in his training over the course of that time. He's handled two dogs. The second dog he handled, prior to that dog's passing, prior to the dog retiring, had three other handlers, is that correct?

- Correct.

- [Phil] Had three other handlers. So he's the fourth handler to handle that dog. So not only has he had all that prerequisite training, but he's also been trained in handling dogs that previously belonged to other handlers. And that's part of the Association's point, is that the Department and the City's invested this money in his training. We all know that police work is a dangerous job. We know that tomorrow, any one of our department's six previous K9 handlers could fall ill, could have a car accident, could be assaulted or injured on duty, could just decide to say my family circumstance has changed, I no longer want to be a K9 handler. And now we'll have a dog that the City's invested a lot of money in. And we'll have a handler that has not been allowed to train. And the concern is why not? The Association's position is actually that the department is a

little bit remiss to not let him train. They've invested a lot of money in that training. And we have all seen lately, in the past six months, the value of our police dogs. Our police dogs save citizens' lives, they've saved our officers' lives, and I understand that the department has the obligation to be frugal, I understand that. I understand that budgets are tough. But it's the Association's position that this is a very, this is a very important unit within our department for our rank and file, and for the citizens that we serve. We also recognize that the department has invested a lot of money in continuing this training, and to put it on hold, assuming that nothing will happen to the current handlers or the current dogs in the meantime, I think, is a risk that the Association doesn't agree with. And I also think the language is clear in the Grievance, that it says that these K9 units shall train as a unit. There's no exception in the contract for whether or not the handler has a dog or not at that time. So I don't know if that specifically answered your question. Officer Lynch can probably, or any of these other K9 handlers that are present might be able to address some of the diminished skill sets that they might incur if they no longer trained for a one month, three month, five month, six months, I'm not a K9 handler, I can't speak to that.

- And that was kind of a follow up as you spoke, I wondered how quickly does one lose their skills, and then what dog would he train with, what K9?

- [Phil] I can tell you this, that having worked with K9 handlers, and having worked with Officer Lynch on the SWAT team, who had K9 on the SWAT team, we understand that these canines are pack creatures. We understand that the more that we train with them as a SWAT team, and we understand, they can testify as well, that the more these handlers train with these dogs as a unit in whole, these dogs become familiar with their handlers, they become familiar with other law enforcement officers and partners in their pack, and increase their effectiveness, and it decreases their potential of biting them, or their ability to work with them. Officer Lynch, if I can answer for Officer Lynch, or he can come up and tell you that, in the event of an emergency, and an officer lost, was unable to perform his dog, Officer Lynch would be able to work with that dog based on his training and experience.

- Has it ever happened? Has there ever been a time, when a sub-handler was needed? Like in the past two years, five years, ever?

- [Matthew] Yes, Officer Salzmann was injured for some time, and he was not working his dog at that time.

- So who took his dog?

- [Matthew] Nobody did.

- So you didn't have a sub-handler?

- [Matthew] Not at that time.

- Because you all had your own dogs.

- [Matthew] Yeah, everybody else had a dog, as did myself.

- I'll come back up if needed.

- Okay. Did you guys want to respond to that?

- [Andrew] Mm hm.

- Yeah, if you want to.

- [Andrew] Andrew Smith, Chief of Police. A couple of points. If we eliminated our horses, we certainly will not continue to train as a horse unit. We could have the unit suspend their operations, but they certainly wouldn't go to the arena, they certainly wouldn't train, to answer your first question.

- Okay.

- [Andrew] Second of all, dogs are, and I completely agree, a tremendous asset for our city, love having dogs, love K9s, love K9 handlers. I think they do a great job while they're out there. I wish we could have more dogs out there, but our budgets just won't allow it. We just don't have the room to have seven K9s right now. Down the road if we do, we'd certainly like to increase the number of K9s. But it doesn't make sense to me, and I don't think it makes sense to the taxpayers, to have somebody down there, watching other guys with their dogs, train other guys' dogs. If we decide to get another K9, and that goes to Officer Lynch, and he will certainly be afforded all the training he needs to get caught up in any training that has elapsed, or any training that he doesn't feel comfortable with, leading up to him getting that dog and being certified in the field. And we do that for everybody whenever they get a new dog, they spend many weeks training with that dog offsite, and then more training back onsite before they are comfortable and they are certified to go out and work with that dog.

- So the fiscal portion of it was 17 hours a month of training, is that what I read, 17 hours a month?

- [Andrew] 17 hours a month, yeah, they train monthly.

- So, and that could be overtime pay, too, right? Or do they just, they're not working whatever other job they'd be doing?

- [Andrew] Right, my understanding is that time they are working doing their training, not on overtime but just a regular duty day, and they would otherwise be out in the field working. So he will spend 17 hours a month at the training facility with the other officers that are training their dogs instead of being out on patrol in the field where I would prefer him to be.

- And would he be working with a dog, though, would they share their dogs with him?

- [Andrew] Well each dog has its own handler. There may be times when he could substitute. We do have a program that allows people to become a K9 decoy, it's part of the new part of the contract. Should he desire to, he could apply to become a K9 decoy, and then as needed, he would go and work with the dogs being the decoy for the dogs that are there in their training. It's something we worked out in the last contract agreement. Right now we don't have any K9 decoys. I don't know if he's got an interest in doing that, but that's certainly something that's available to him, or anyone else that wants to become a K9 decoy.

- So it comes down to the fiscal responsibility, the argument being, right, or is there more to it? That it's costing us 17 hours of not having a police officer working at whatever else they might be doing, rather than, and then they'd be with the dogs instead.

- [Andrew] Correct.

- Where they really wouldn't be doing, they don't have their own dog?

- [Andrew] They don't have a dog, so they don't have a dog to be training with. If they would substitute for someone else's dog, that's certainly not something that we do, but to me, it doesn't make sense to tell the taxpayers I got a guy watching other guys train 17 hours a week, when I would prefer him, and I think every taxpayer here, would prefer him to be in the field working, handling radio calls, especially when we're down 17 officers as we are in the city right now, 17 police officers' positions are vacant today in Green Bay. And I just can't afford to send someone to training to watch other guys train.

- And I just, just to add too, to that, I think that's a big portion of it, but there's nothing in the contract that talks about what happens when a K9 is retired. And I believe the union has not disputed that we have the right to determine to add or not add a dog. And we've decided that we're not going to going forward, so it's our management right that we don't believe that someone should be training without a K9.

- And in the past--

- That's something--

- [Andrew] Go ahead.

- That's a question I want to follow up on later on.

- [Andrew] In the past we've had several officers, who, as K9s have died or their K9s were not continuing the program, they did not continue to go to training, they went and went back to the field and did patrol duties.

- This has happened before?

- [Andrew] Correct, several times.

- Have those officers ever then gotten a K9 later on?

- [Andrew] No, they've retired. Several of them retired, and one of them has got a detective position.

- How come you don't just eliminate the position then?

- Yeah?

- [Andrew] Well, it's a specialty unit assignment, and we cannot remove, by the contract, we cannot remove anybody from a specialty unit assignment without cause, and losing your K9, or having your K9 die, and not being able to replace that K9, is not cause to remove them from a specialty unit assignment.

- [Bill] So if the City decided due to fiscal, or whatever reason, to reduce the K9 unit to one K9, we could potentially have six officers attending training with no dogs?

- [Andrew] Correct.

- Could I, okay, I'd like, can I speak to Officer Lynch?

- Yeah, I think he'd be happy to come up.

- So, Officer Lynch?

- Yes.

- Why do you want to do this?

- [Matthew] This is entire, this is what my whole career kind of came to, this is what I always wanted to be was a K9 handler. So I've been there 25 years now. And this is one of the more important things that, to me, I'd like to end my career as being a K9 handler, and I think it's a very important part of the department, and I have more experience than anybody else does in the department, as far as handling K9s.

- But you don't have one right now, so why do you want to do this, why do you want to go to these trainings?

- [Matthew] I can help the other K9 handlers with their dogs, I won't be there watching. I'll be there helping to train, with all my experience from the past. Problems will occur with these dogs, and since I have the most experience, I can help work through these problems.

- So if they reduced the K9 unit by one more, should we tell that officer that he can then attend training too, and give his experience? Or would we have to make a decision? I mean, I just, I understand you've got a lot of experience. I understand that this is how you want to end your career, but I guess the question I would also ask out here, is what if one of the K9 dogs dies tomorrow? If we were to replace it, who gets the replacement dog? Officer Lynch, or the officer who--

- [Andrew] It makes sense it would go to the senior person, and so that would Officer Lynch, the senior person that's still a part of the unit, and that would be Officer Lynch.

- All right, and how much training did you have to go through, Matt, when you got your dog the first time?

- [Matthew] The first dog I had, I had six weeks of training.

- And what do they do now for training for a new officer getting a dog?

- [Matthew] You'd have to talk to one of the new officers. They went to a different vendor right now. I didn't go through that vendor.

- But you had four dogs?

- [Matthew] No, I had two dogs.

- So how much training did you go through?

- [Matthew] My last dog had four handlers.

- Okay, so how much training did you go through for the second dog, did you go through six weeks again?

- [Matthew] No, I did not, because--

- Because why?

- [Matthew] Because I'd got another dog, and I'm an experienced handler that they said you did not have to go to school. You already have been through that.

- So you still would have a lot of skills.

- [Matthew] Yes.

- So, the purpose of going to the training is for you to get training, not necessarily to be helping other handlers, because that's not the purpose of the training. The purpose is for you to do training. So, what, I don't know, what will you be getting out of this training? You really have a lot of experience.

- [Matthew] Yes I do, I can help the other handlers if problems arise.

- I get it, but that's not the, that's not the purpose for you being in, I mean, for me that doesn't fit into, what, I'm thinking, oh, I don't want you to lose your skills, or we've invested a lot in this guy, I don't want him to lose

his skills, he should keep these skills, but it seems like you have the skills, and that you don't really need the additional training. You're not even going to be, you're going to be helping, not really getting training.

- [Matthew] With anything else, if you don't continue your skills, I think you lose them, it's possible, they're perishable.

- Well, you're right, you're right.

- [Matthew] So I think that would be an important factor too.

- Any other questions for Officer Lynch? All right, thanks, Matt.

- [Matthew] Thank you.

- Thank you.

- Any other questions?

- That was these for now.

- Okay, so if I understand correctly, contract says they can't be removed unless for cause. Not having a dog is not cause. If another dog dies tomorrow, Matt would be able to bid for it by seniority, or he would get it by seniority.

- [Andrew] He would get it, it's my understanding is he would--

- So if he doesn't train for a year, and another dog dies, okay, and say if the City prevails, he doesn't train for a year, and another dog dies.

- Or retires.

- Or retires.

- You don't have to die.

- Who would then get the dog? Would you post it, or would he have automatic bid on it.

- [Andrew] He would have the first option to get that dog. We would purchase a dog or make arrangements to purchase a dog. He would then begin training with the K9 unit until his dog is ready to be picked up. He would go to the vendor. He would receive training onsite from the vendor. Then he would come back here. We'd make sure that everything was squared away, and he was comfortable, and that he was certified, and then we would put him out in the field to work.

- And then that other officer whose dog was retired would have to wait in the wings until another dog left?

- [Andrew] Correct.

- Or we added to the corps?

- Correct

- Or unless we set a precedent, he could go to training?

- Right, well, I'm just saying, if the City prevailed.

- Right.

- Okay. So then my question for the City is, what do you cite that you believe gives you cause to say we don't have to follow the contract in this case?

- So I think when they say it in there that it's unambiguous, the language, I know they stated they kind of, I know there was some past practice arguments made before, but they say that when it's unambiguous language you can't look at past practice, which I've made that argument to the Committee a few years ago, and I agree with that. But I think when you look at the language, where it says, "a K9 officer shall be responsible "for 17 hours of maintenance training per month", I think when we look at a K9 officer, I think you assume a K9 officer has a canine, when you think of that. And then also, the language does not talk about what happens when a K9 retires. So I think because it doesn't talk about what happens when a K9 retires, the City can determine whether or not to fill that K9. We've decided not to. And in the past, when we haven't filled a K9, that officer was not able to go to training. So it's our management right to say when someone doesn't have a K9, they are not going to continue their training. But once we get a K9, that person's up next.

- So this actually has happened before and no one objected?

- So what's happened, and the Union can correct me if I'm wrong here, when we are replacing, so let's say a K9 retires.

- Okay.

- We then say we're going to replace that K9. We allow the person to go because we knew the K9 was going to be replaced. But when we knew we were not going to replace a K9, we did not allow the person to go to training.

- So that's actually happened before?

- Yes.

- But why wasn't there any objection before?

- I think it's because the person did not want to continue to go to training. The person may not want to be a part of the K9 unit, or a K9 officer any more, that's my guess.

- Okay.

- Because I think Officer Lynch wants to continue to be a K9 officer. And we've said, he is part of the K9 unit. He could be a K9 decoy, that's, and he's up next, if a K9 is purchased. That's why he still part of the unit. We just don't think that the contract enforces us to make the person go, or to allow the person to go to training, and we think that we have the right to determine to replace the dog or not.

- And what are the parameters for a decoy? Do they attend the 17 hours of training a month?

- I guess I would have to ask the Chief.

- [Andrew] I'd have to jump in on here, that was something that we worked out the last contract, and it's a position that they would apply for, and then we'd use them as they're needed, they wouldn't be there for every part of the training--

- Do you mind coming up to the podium, please.

- Yeah.

- Sorry. It's for the camera.

- Sure.

- Thank you.

- [Andrew] So, in the last contract we worked out, because there may be times when they need a K9 decoy, someone to go and hide and let the K9 find this particular person, we thought that it would be best if that person had a certain amount of training before they became a K9 decoy so that it's not just a random officer out there. We got something in the contract last time around that would allow us to advertise for and people put in to become a K9 decoy, and then as they are needed they would be able to go out and act as a decoy for the K9 unit that's out there. That's a position that is still open. No one has come forward that wanted to be a part of it.

- No one wants it?

- Correct.

- [Man] We haven't posted it yet.

- [Andrew] It hasn't been posted, there's never been--

- I was going to say, I can understand not wanting to get bit, but--

- How much does an officer get per hour, like on average? I mean, how much money are we talking about here? 17 hours a month times?

- $35.00 an hour would be a ballpark?

- Yeah, that's--

- [Phil] That depends on their wage.

- Right, but let's just give me a number. I'll take one from you, give me a number.

- [Phil] I imagine that Officer Lynch would expect to, is probably right around, with shift differential, $39, $40 an hour.

- Okay, I'll put 40, times 20 months. Some of which would be on-duty time and already be part of the salary.

- But it's still-

- But it wouldn't be--

- It's still a cost.

- [Phil] Can I come up?

- Sure, come on up.

- Yes, come on up. $8,160.00, so we're talking about that. That just, I mean, that gives me a little parameter there.

- [Phil] If I could make just a couple of comments. And I'll keep it brief. I understand we're giving, kind of making, we're kind of getting a wide scope here on, I think, a relatively narrow topic. For starters, there's been some discussion on whether the dogs' handlers who had other dogs die or retire and stop training. To their knowledge, that's not happened. They're all allowed to continue training when their dogs were down. I understand the difference here that there is no one, there is no dog that it's happened. I understand that there is a little bit of apples and oranges to that. But I will say this, in regards to management's rights, the contract for the Green Bay Police Association is very broad, but does specifically address that all maintenance training is handled by the K9 unit. It specifically addresses that. The City never bargained any exception to this. The City never, we recently addressed the K9's contract in the last contract, there was no bargaining exception for that made if a dog goes down, you don't attend training, the City saves the money, that exception was never made. And because that provision is broad, but specifically addresses that all members of the K9 unit train together when feasible, we would opine that he's still a member of the K9, in good standing, he's a member of the K9 unit, he should attend training. I get that the Association and Management will disagree sometimes, oftentimes when it comes to money, we understand that, but the language on this, we would like to go back to the language. Commander Warych, himself in an email, Matt Lynch, and the Chief testified, Matt Lynch is a member of the K9 unit in good training. The language says that all members of the K9 unit train together. It is not specifically itemized that when a dog is not there, he's not available, he doesn't attend. That happens on any given day, dogs get hurt, dogs get sick. We don't not let the officer attend training at that time because a dog's not available at that time. There is no specific limitation to that. So, and although we've brought it out to a lot of arguments, I would really respectfully ask that you address the language itself. We understand that the City wants to save money. We understand the Personnel Committee might have questions about our wages and our hours and how much money that saves directly, but this is addressed in our contract, and it does say specifically that all K9 handlers will train together as a unit. Matt Lynch is a K9 handler. His dog is down, his dog was retired by the City. He is still a K9 handler with the City in good standing. So, thank you.

- Phil, I, just a question.

- [Phil] Sorry.

- So what do we, who represent the taxpayers, who don't necessarily care about a contract, what do we tell them about that cost, that there's not an officer on the road working traffic, handling calls for service, that potentially is working overtime because not all the training is on their workday, is it?

- [Phil] Okay, two points. One, it's not overtime. The officers on our K9 unit are on a 5-3 work schedule. So as the calendar year rolls on, some of their training is on their work time, and they are pulled from the shift when feasible. So the department, I would imagine, could make an argument, if there is safety staffing issues, they could make an argument that that may be feasible that they still stay on the road, right, but some of that training falls on their days off which does not affect the staffing of the road, does not affect any more officers on the road, and the compensation is straight time pay, it's not overtime.

- [Bill] Okay.

- [Phil] Which is agreed to by the City, and I would hope that although taxpayers might not be happy that we have a contract with the City, I think the City agreed in good faith with our Association on this contract, in negotiations, and we'd ask that they recognize our contract.

- [Bill] And the management rights?

- [Phil] The management rights, our opinion on that, in regards to that is that there is specifically an article regarding K9s, and although it's broad, it's addressed. So I think we would opine that management rights does not pertain to this because it says in the article that all K9 handlers will train together as a unit when feasible.

- Okay. All right, thanks. Are there any other questions for either party?

- Does anyone else want to say anything?

- Okay, all right, I will now entertain a motion to go into closed session so we can deliberate.

- Motion to go into closed session.

- Second.

- All in favor?

- [All] Aye.

- All right, we need to read the--

- The closed session language.

- Yeah. Okay, consideration with possible action on the Grievance filed by Officer Matt Lynch regarding the attendance of K9 training issued July 19, oh wait, yeah--

- I got it.

- Yeah, go ahead.

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

- That's it.

- That's it.

- Do you guys take a vote on that, or?

- I thought we did.

- But, don't we have--

- We did, we did.

- All right, so, we're gonna have to ask everyone to leave while we go--

- Whoa, power down completely.

- Okay, I'll entertain a motion to go back in session.

- Hold on, hold on.

- Hang on, stand by. Did it freeze?

- I'm so glad I didn't touch it.

- It's okay if it doesn't work, we'll--

- No, it's fine, we were off so long that it just powered down. Okay, we're good.

- I move that we go back into regular order.

- Second.

- All in favor?

- [All] Aye.

- All right, that passes unanimously. All right, what we're doing is we're taking this under advisement.

- I can make that motion.

- Do we?

- Yep.

- Okay, go ahead.

- That would be the proper procedure.

- I'm sorry.

- I'd like to move that we take this under advisement.

- I will second that.

- All right, all in favor?

- [All] Aye.

- Okay, I'm sorry to put this off, guys, but this is going to be put off until the next meeting on November 12th. There's some stuff that we're going to have staff look up for us to advise us on, because it's, it's just one of those things. So it's not easy to come up with a decision on this one, so that's what we're going to do, all right? All right, thank you very much. All right, public hearing, nothing. Informational.

- [Phil] Thank you.

- Thank you.

- Take care.

- Yes, we do have the report for Personnel Actions in there, and then also the next meeting's on the 29th for the Joint Finance Personnel meeting.

- Any questions?

- This is, did you state that we were taking that up under, on the November 12th meeting?

- Yep, he said November 12th.

- Okay.

- Yep, mm hm.

- He did.

- Should I move to adjourn?

- Yes.

- Okay, move to adjourn.

- Second.

- All in favor?

- [All] Aye.

- All right, let's go outside and warm up.

- Oh my God, it's so cold.

- I want to stay here longer.

- [Woman] My water literally is freezing.

INTRADEPARTMENTAL CORRESPONDENCE

Date: August 27, 2020

To: Police Officer Matthew Lynch, Green Bay Police Department
Detective Phil Scanlan, Green Bay Professional Police Association

From: Chief of Police

SUBJECT: REMOVAL FROM K-9 PROGRAM

This correspondence is to inform you that you are being removed from our Green Bay Police Department K-9 program. The cause for removal from the K-9 cadre is that we have established the size of our K-9 unit at five K-9/handler teams. You are not currently assigned a K-9 partner and with the Department's determination regarding the size of the program, there continues to be no plans to assign you a K-9 partner.

Your deactivation and removal from the Green Bay Police K9 Unit will be effective on Friday, August 28, 2020. If the Green Bay Police Department has an opening for an additional K-9 officer position in the future you are eligible to test for the K-9 position in accordance with the K-9 team selection process.

Should you have any questions please contact me directly.

ANDREW J. SMITH
Chief of Police

EXHIBIT
9

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

February 11, 2021

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

RE: Step 3– Grievance Response (2020-005)

Dear Personnel Committee,

The following is the City's argument on why the Committee should deny the grievance as Chief Smith did not discriminate or retaliate against Officer Lynch.

I. Whether Chief Smith's decision to remove Officer Lynch from the Canine Unit was discriminatory or retaliatory.

The City reasserts its position that rescinding Officer Lynch's removal letter resolves all of the issues in the grievance. The Union argues in the grievance "As there was no 'cause' to remove Lynch from the K-9 Unit, Lynch's removal is most reasonably considered retaliatory for having pursued his initial grievance with respect to training. That would violate Articles 2.1 and 2.4 of the labor agreement, as it would constitute discrimination against Lynch for having exercised his right to dispute the order preventing him from attending training in the first place." Since Chief Smith has rescinded the letter of removal, the Union no longer has a claim that the removal was discriminatory because Officer Lynch no longer has any damages and there is no longer any dispute which renders the claim moot. Additionally, a claim for retaliation should be filed under Wis. Stat. Sec. 111.70 which the Personnel Committee does not have jurisdiction over.

If the Personnel Committee believes this issue has not been resolved, then the City reaffirms that Chief Smith removed Officer Lynch for rational, legitimate reasons, and none were discriminatory or retaliatory. The reasons for removal were because Chief Smith believed he had cause to remove Officer Lynch. Those reasons were because Officer Lynch does not meet the qualifications or expectations of a Canine Officer as outlined in the Agreement, Officer Lynch does not meet the well-known expectations of a Canine Officer because he does not have a Canine partner, and Officer Lynch's removal coincided with the Canine Unit staffed with 5 officers and 5 dogs.

Further, Lynch's removal letter had nothing to do with Officer Lynch pursuing his Canine Training arbitration. Chief Smith has stated several times that the City only budgets for five dogs and that is

the size of the canine unit he would like to have for the department. Once Officer Joe Merrill[1] was removed and the Canine Unit was down to five dogs, Chief Smith believed this was the right time to remove Officer Lynch to coincide with the staffing level he thought was appropriate for the department and the City's budget.

Overall, Chief Smith's initial determination to remove Officer Lynch was for "cause" and not based on any discriminatory or retaliation purpose.

Respectfully submitted,

Joseph W. Faulds

Joseph W. Faulds
Human Resources Director

[1] See Attached Removal letter to Officer Joe Merrill.

INTRADEPARTMENTAL CORRESPONDENCE

Date: August 27, 2020

To: Police Officer Joe Merrill, Green Bay Police Department
Detective Phil Scanlan, Green Bay Professional Police Association

From: Chief of Police

SUBJECT: REMOVAL FROM K-9 PROGRAM

Congratulations on your new assignment to the Department's community policing unit. I'm sure you will find that to be a challenging and rewarding experience. Thank you for you decade of service with the Green Bay Police Department K-9 program.

You will be officially removed from the Green Bay Police K9 Unit on Friday August 28, 2020. As part of this process you will be required to turn your assigned K9 squad into the Department mechanics by 1530 hours on August 28, 2020. Please remove all of your personal items from the squad and turn the keys into the mechanics as the vehicle will be sent through routine cleaning and a series of maintenance procedures prior to being reassigned.

You will additionally need to return all of your narcotics training aids. Please secure these training aids in a department evidence locker and document their return and corresponding weights in a GERP case report and notify Lt. Sobieck when you have completed this task so they can be properly disposed of.

Your new assignment to the community policing unit is scheduled to officially begin Sunday, October 11, 2020. Until that time, you will remain assigned to evening shift patrol in group 3. If you have any questions regarding your move to community policing please see Lt. Mahoney or Commander Warych.

ANDREW J. SMITH
Chief of Police

Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
March 23, 2021	

AGENDA ITEM # E.3

Consideration with possible action on the request to reclassify the Public Works Sr. Carpenter position to a Street Section Laborer and approval to fill the position and all subsequent vacancies.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Carpenter Reclassification - 03-2021
2. Carpenter Reclassification Fiscal Impact - 03-2021

MEMORANDUM

Human Resources Department

To: Personnel Committee
Joseph Faulds, Human Resources Director

From: Chris Pirlot
Public Works Operations Director

Melanie Falk, PHR
HR Operations Manager

Re: Request to reclassify the Public Works Sr. Carpenter position to a Street Section Laborer and approval to fill the position and all subsequent vacancies

Date: March 18, 2021

RECOMMENDATION

I. The Department of Public Works is requesting that the Sr. Carpenter classification (Grade H, $24.74/hour - $29.09/hour) be reclassified to a Street Section Laborer (Grade F, $20.36/hour - $23.96hour). The Carpenter position has been vacant since September 2020. Since that time, the department has been assessing the needs of the Street Section, and it has been determined that an additional Laborer position is needed.

BACKGROUND

II. The DPW Sr. Carpenter position was created in 1995, and this position replicated the Park Department Carpenter position. The DPW Carpenter position was established because at that time the City was performing much of its own construction and remodeling work in-house, including demolition, preparing design plans, framing, drywalling, plastering, and painting. The most important activities requiring services of a skilled Carpenter at that time was the need for an employee to perform finish carpentry, custom cabinet building, and furniture building; all of which require a high level of carpentry skills.

One employee held the Sr. Carpenter position from 1997 through 2020, and during the majority of that time, the City had consistent work for a skilled Carpenter. However, over the last several years core duties and staffing dynamics shifted.

Specifically, the Carpenter was routinely assigned to perform core DPW services (i.e. – roadway maintenance) due to department needs which resulted in a significant reduction in DPW's ability to perform skilled carpentry work. In addition to assigning the Carpenter to core DPW duties, the City carpentry projects were often times too large for one Carpenter to handle. As a result, these projects were contracted out to vendors.

As 2020 approached, DPW Carpenter duties had diminished primarily to 1) cutting and painting barricade boards, 2) repairing and installing mailboxes, 3) boarding up houses for Inspection Department, and 4) 2x4 framing and sheeting for small projects. Since those duties do not require skilled carpentry, DPW held the vacancy open after the incumbent Carpenter retired in 2020. Since then and as noted previously, management assessed the department's needs to determine whether the vacant Carpenter position was needed.

As a result of the diminished need for a skilled Carpenter and a department goal to improve and focus on DPW's core duties related to infrastructure and roadway maintenance and repair, it is recommended that the Carpenter position be reclassified to a Street Section Laborer position.

FISCAL IMPACT

III. This reclassification results in an annual cost savings of $12,248. (See attached worksheet for detail).

c: Steve Grenier, Public Works Director
Chris Pirlot, Operations Director
Josh Brassfield, Superintendent

Fiscal Impact of Sr. Carpenter Reclassification

Category	Sr. Carpenter, Grade H ($29.09/hour)
Salary	$60,507
FICA	$4,629
WRS	$4,084
Worker's Comp	$127
Health Insurance	$19,268
Dental Insurance	$1,555
Life Insurance	$103
TOTAL COMPENSATION	**$90,274**

Category	Street Laborer, Grade F ($23.96/hour)
Salary	$49,837
FICA	$3,813
WRS	$3,364
Worker's Comp	$105
Health Insurance	$19,268
Dental Insurance	$1,555
Life Insurance	$85
TOTAL COMPENSATION	**$78,025**

Fiscal Impact **-$12,248**

Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
March 23, 2021	

AGENDA ITEM # F.1

Annual review and feedback on the City's Dress for Your Day Policy.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Personnel Committee - Dress For Your Day Policy Update
2. Chapter 22 - Dress for Your Day Guidelines

MEMORANDUM

Human Resources Department

To: Personnel Committee

From: Joseph Faulds, HR Director

Re: Report on Dress for Your Day Policy

Date: March 18, 2021

FEEDBACK ON THE DRESS FOR YOUR DAY POLICY

The Personnel Committee asked the staff to report back to the Committee on the City's Dress for Your Day Policy (see the attached policy). Following the approval of the Dress for Your Day Policy, most City Hall employees began remote working and City Hall was closed to the public due to a global pandemic. Based on this, there has been a limited evaluation of how the policy has been going for employees who have in-person interaction with the public.

In any event, Human Resources sent out a survey to City Hall employees and there were 84 responses out of roughly 197 employees. The first question asked employees to rate the policy from 1-5 with 5 being favorable. The weighted average score was 4.8 with 72 people rating the policy as a 5. Overall, the comments were very positive and in favor of continuing with the policy. The comments focused on the ability to be flexible with the dress attire based on one's schedule.

A couple comments were made, and what Human Resources recommends, is to continue with the policy, but make sure there is more communication on what is acceptable dress attire for individuals who interact with the public or may have meetings with external vendors. The City does not anticipate there to be any issues with the policy going forward, but will continue to monitor the dress code to determine if any future changes should be made.

CITY OF GREEN BAY

DRESS FOR YOUR DAY GUIDELINES

Dress for Your Day provides employees with the flexibility to choose appropriate and professional work attire based upon their workday and anticipated meetings with customers. Employees will use good judgment when deciding what to wear to work using basic guidelines. These guidelines are intended for non-uniformed office workers at City Hall and other City office settings. These dress standards do not apply to those employees working in the field, performing manual work and those employees in DPW and Park Maintenance. Attire for these employees shall be as determined by the Department Head.

Dress for Your Day work attire is intended to be relaxed when employees have a workday that does not include meetings with external customers, clients, vendors, or the like. The expectation is that employees will wear professional clothing appropriate for the nature of our business and the type of work performed. We all share in the responsibility to portray a positive image for the City, and managers are responsible for fairly and consistently administering these guidelines as described below.

Guidelines for appropriate attire:

Traditional business attire - Dress or a suit; dress slacks, khakis, nice jeans; blazer, button down, blouse or polo shirt; sweaters

If you are required to wear an ID badge at your location, you must continue to wear the badge during your work hours for security reasons.

Green Bay Packers apparel (i.e. casual shirts, sweaters, jerseys, t-shirts, sweatshirts and turtlenecks) allowed on the day of, or the Friday prior to a Packers game.

Because we take a lot of pride in representing the City and our citizens, please do not wear:

Sweatshirts or sweatpants

Tank tops (worn alone), crop/halter tops

Shorts

Exercise wear

Revealing clothing (too low-cut shirt)

Clothes with holes, frays or stains

Leggings with short tops or wild patterns

Rubber soled flip-flops

If in doubt whether something is appropriate, err on the side of caution and check with your supervisor.

Employee Request for Review. An employee who believes she/he have been treated unfairly or inappropriately under these guidelines, may ask that the matter be reviewed by Human Resources. Human Resources will work with the employee and the Department to review the matter in a timely manner.

Exceptions to this policy may be made on a case-by-case basis for religious reasons, medical conditions and other applicable circumstances. Requests of this nature must be submitted for review by the Department Head and the Human Resources Department.

The City reserves the right to rescind and/or amend these guidelines at any time.

REPORT OF ROUTINE PERSONNEL ACTIONS
FOR REGULAR EMPLOYEES
March 23, 2021

Position	Department/Division	Name	Date
New Hire			
Sewer Maintenance Worker	Public Works	Reed Rondeau	3/8/2021
Transit Operator	Transit	John Tebear	3/15/2021
Firefighter EMT	Fire	Brent Blomberg	3/15/2021
Firefighter EMT	Fire	Brigham Bramschreiber	3/15/2021
Firefighter EMT	Fire	Ryan Burton	3/15/2021
Firefighter EMT	Fire	Shane Finnegan	3/15/2021
Firefighter EMT	Fire	Kyle Reif	3/15/2021
Firefighter EMT	Fire	Isaac Tews	3/15/2021
Firefighter EMT-P	Fire	Adam Ronsman	3/15/2021
Firefighter EMT-P	Fire	Reese Varick	3/15/2021
Firefighter EMT	Fire	Alexander Ebert	3/15/2021
Firefighter EMT-P	Fire	Quinn Warner	3/15/2021
Transfer			
Patrol Officer Mental Health Officer	Police	Kyle Harnish	2/28/2021
Patrol Officer Mental Health Officer	Police	Sheila Sleeter	2/28/2021
Operator I - Night Sweeper Laborer - Street	Public Works	Paul Mleziva	3/8/2021
Promotion			
Park Maintenance Worker Park Maintenance Foreperson	Park, Recreation & Forestry	Ryan Doering	3/1/2021
Grade/Step Change			
Firefighter EMT-P	Fire	Ryan Adams	3/2/2021
Firefighter EMT-P	Fire	Alexander Kasten	3/2/2021
Firefighter EMT-P	Fire	Cody Krusick	3/2/2021
Firefighter EMT-P	Fire	Andrew Peterson	3/2/2021
Firefighter EMT-P	Fire	Brett Schroeder	3/2/2021
Firefighter EMT-P	Fire	Brandon Schwarz	3/2/2021
Firefighter EMT-P	Fire	Alexander Tislau	3/2/2021
Firefighter EMT-P	Fire	Andrew Witbro	3/2/2021
Firefighter EMT-P	Fire	Jeremy Franke	3/2/2021
Firefighter EMT-P	Fire	Ryan Schaumberg	3/2/2021
Firefighter EMT	Fire	Daniel Schultz	3/2/2021
Firefighter EMT	Fire	Joshua Treml	3/2/2021
Firefighter EMT	Fire	Benjamin Zemple	3/2/2021
Firefighter EMT	Fire	Joel Stone	3/2/2021
Firefighter EMT	Fire	Matthew Agatone	3/5/2021
Firefighter EMT	Fire	Benjamin Hanson	3/5/2021
Firefighter EMT-P	Fire	Greg Stilp	3/5/2021
Firefighter EMT-P	Fire	Joshua Fink	3/5/2021
Administrative Clerk	Administrative Services	Jennifer Lueskow	2/26/2021
HR Assistant	Human Resources	Hailey Heath	2/26/2021
Patrol Officer	Police	Paul Linsmeyer	3/12/2021
Erosion Control Specilaist	Public Works	Kelli Mincheski	3/1/2021
Assistant City Attorney	Law	Rachel Maes	2/19/2021
Legal Secretary	Law	Deanna Debruler	2/11/2021

Compliance Coordinator	Transit	Miranda Socha	3/17/2021
Principal Planner	Community & Economic Development	David Buck	3/4/2021
Operator II	Public Works	Jake LaCount	3/9/2021
Custodian I	Police	Kevin Francois	3/2/2021
Evidence Technician	Police	Jean Rakers	2/20/2021
Transit Bus Cleaner	Transit	Kay Mullins	12/1/2020
Firefighter EMT-P	Fire	Timothy Dykstra	3/5/2021

Name Change

Patrol Officer	Police	Lyndsey Seewald	3/3/2021

End of Employment

Parking Building Technician	Public Works	Alycia Mercier	3/12/2021
Patrol Officer	Police	Alexis Baez	3/26/2021
Specialist II	Police	Thomas Herber	4/1/2021
City Forester	Park, Recreation & Forestry	Mark Freberg	4/16/2021
Parking Maintenance Tech	Public Works	Tyler Fredrickson	3/19/2021

Longevity

Firefighter EMT-P	Fire	Cameron Sanford	3/17/2021
Firefighter EMT-P	Fire	Kyle Lauf	3/17/2021
Firefighter EMT-P	Fire	Logan Simkowski	3/17/2021
Firefighter EMT-P	Fire	Adam Stordeur	3/17/2021
Firefighter EMT	Fire	Sarah Cooper	3/17/2021
Lieutenant (Day Staff)	Fire	Cody Johnson	3/17/2021
Transit Operator	Transit	Judith Coyier	2/18/2021