



AGENDA OF THE PERSONNEL COMMITTEE

TUESDAY, JANUARY 11, 2022, 4:30 PM
IMMEDIATELY FOLLOWING FINANCNE COMMITTEE
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

- I. This item contains Zoom information, instructions, and a link to the Virtual Comment Form.

B. Roll Call.

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

C. Approval of the Agenda.

D. Approval of Minutes.

- I. Approval of the minutes from December 14, 2021.

E. Regular Business.

- I. Consideration with possible action on the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Administrative Clerk - Public Works
 - b. Civil Engineer - Public Works
 - c. Operator II - Public Works
 - d. Park Maintenance Worker - Park, Recreation & Forestry
 - e. Parking Maintenance Technician - Public Works
2. Request by Ald. Corpus-Dax and Ald. Dorff for the City to research and conduct a study for the term lengths of appointed officials in comparable municipalities. Determine whether the term lengths of a City appointed official should be amended to longer than 2 years and to review City Official appointments/reappointments so they do not coincide with the swearing in of a new council.
3. Consideration with possible action on request to approve the 2022 - 2024 labor agreement between the City of Green Bay and Amalgamated Transit Union, Local Division 857, Bus Operators.

The Committee may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

F. Informational.

1. Police Chief's report on leaves of absence under Article 26 of the City and GBPPA Agreement.
2. Update on the GIS Analyst position that was approved in the 2022 budget
3. Report of routine personnel actions for regular employees.
4. Next meeting date: January 25, 2022.

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 DC)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 868 4649 1807

Passcode: 298054

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

Public Comments

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting.

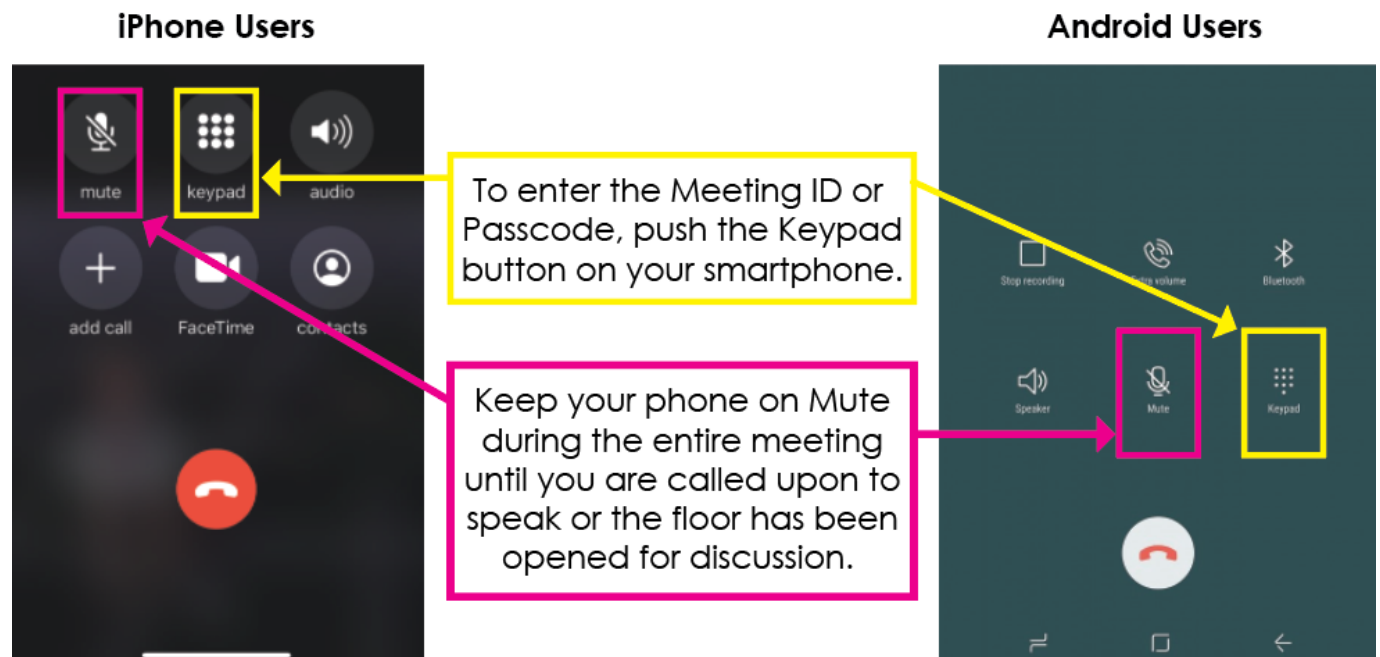
Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must state their name and address for the minutes.
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition*.
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
 - a. You may unmute yourself when you are called upon to speak.
4. Waiting room
 - a. When you call in or connect via web or Zoom app, you will be placed in a "waiting room."
 - b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. 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 be tied to an email.
6. Raising your hand
 - a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the "raise your hand" tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
 - b. Persons with items on the agenda or other interested parties—you can also utilize the "raise your hand" tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to "open the floor for interested parties to speak." Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
 - d. Computer—you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
 - e. For tablet and computer users—if you download the app you may be asked to verify your email.

8. Zoom etiquette
 - a. Muting yourself when you're not speaking 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 state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

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





Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 11, 2022

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. Administrative Clerk - Public Works
- b. Civil Engineer - Public Works
- c. Operator II - Public Works
- d. Park Maintenance Worker - Park, Recreation & Forestry
- e. Parking Maintenance Technician - Public Works

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. Request to Fill Memo 1.11.2022
- 2. Administrative Clerk (DPW) 12-16-21
- 3. Civil Engineer -Utility Pichler 12-13-2021
- 4. Operator II - A. Schoenwalder 01.07.22
- 5. Park Maintenance Worker - T. Schmitt 12.16.21
- 6. Parking Maintenance Technician - J. Boerschinger 12.23.21

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: January 11, 2022

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2022 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Administrative Clerk – Replacement position due to the resignation of Kacey Vandenplas effective December 28, 2021. Salary range: \$17.83 - \$20.97 per hour.
- Civil Engineer – Replacement position due to the resignation of Ryan Pichler effective December 28, 2021. Salary range: \$51,979 - \$71,843 annually.
- Operator II – Replacement position due to the resignation of Andy Schoenwalder effective January 7, 2022. Salary range: \$22.76 - \$26.79 per hour.
- Park Maintenance Worker – Replacement position due to the retirement of Thomas Schmitt effective December 16, 2021. Salary range: \$20.56 - \$24.20 per hour.
- Parking Maintenance Technician – Replacement position due to the resignation of Julie Boerschinger effective December 23, 2021. Salary range: \$20.56 - \$24.20 per hour.

**Position Fill Request
Justification Report
December 16, 2021**

Position Title: Administrative Clerk (DPW)

- 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

Kacey Van Den Plas has resigned and will be leaving the City on December 28, 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 – \$17.83-\$20.97 per hour.

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

- A. Provides clerical support services to departmental staff in the processing of letters, reports, permits, studies, and forms as instructed by the Public Works Supervisor. Prioritizes and processes work related to City construction and/or reconstruction projects to meet deadlines of bidding documents and corresponding advertisement notices, agenda, change orders, letters, reports, payments, and record keeping of the same. Types and data enters information for statistical or financial reports, correspondence, schedules, budgets, statements, and other material as necessary, which frequently involves some judgement regarding the information included or format used. Tracks various licensing programs and related duties.
- B. Prepares agenda, minutes, and organizes follow-up work of notices and correspondence for Improvement & Services Committee and Traffic, Bicycle, & Pedestrian Commission; processes follow-up Council report and prepares resolutions as needed. Records and files proceedings as they relate to the Department. Organizes and maintains records of 90-day traffic signage trial periods for Traffic, Bicycle, & Pedestrian Commission. Takes and prepares minutes and summaries for bid opening meetings. Prepares minutes for preconstruction and other meetings as needed.
- C. Maintains files and prepares correspondence, forms, reports, and other materials; sorts and files materials alphabetically, numerically or by other predetermined classification. Searches for information for same from various sources. Updates Public Works website, social media, and calendars as needed.
- D. Sells and issues various items such as bidding documents, plans, maps, garbage and recycling bins, etc. Issues receipts. Maintains related records.
- E. Generates invoices for early solid waste/recycling set out collection, bulk collection, snow and ice control, grass and weed control, damaged City property, clean-ups, excavation permits, etc., and maintain records. Compiles and enters data for requisitions and purchase orders and maintains records of requisition purchases. Maintains inventory and keeps records of supplies.

- F. Records, reviews, and maintains records of utility bills for City and department facilities and/or equipment.
- G. Acts as receptionist, assisting callers and responding to inquiries. Performs moderately to considerably difficult telephone answering and counter work, which may involve explanation of some departmental procedures or independent judgement for immediate/emergency referral to staff. Takes complaints and forwards to appropriate personnel.
- H. Organizes and processes street resurfacing postcard surveys of affected residents. Composes routine correspondence in accordance with standard policies.
- I. Assists Public Works Supervisor and Parking Division office staff with clerical-related duties as deemed necessary.
- J. Performs related work as required.

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

Clerical staff is responsible for accepting payment and/or preparing invoices for a variety of services including, but not limited to, excavation permits, bulk garbage collection, traffic equipment damages, snow removal, weed cutting, recycling carts, parking citations, and monthly parking stall rentals amounting to approximately \$3,000,000 per year in City revenue.

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

Loss of an Administrative Clerk position represents a reduction in DPW's ability to provide all administrative services in a timely manner, including customer service response times, accepting payments, sending invoices, issuing permits, executing DPW contracts, completing correspondence and letters, finalizing Committee agendas, reports, and minutes.

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

The position is currently filled.

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

Response time and the level of service to the public would be impacted.

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

Outsourcing of invoicing and answering service for phone calls. It is doubtful that this would be less costly and service levels would likely decrease.

9. Are there union issues?

No.

10. Other supporting comments.

**Position Fill Request
Justification Report
December 13, 2021**

Position Title: Civil Engineer – Utility Section

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

 X Replacement Position Not a Replacement Position

This position is vacant as a result of Ryan Pichler's resignation effective 12/28/2021.

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.

The position is included in the current budget. The current salary range for the position is \$51,979 - \$71,843 per year. The position is currently funded 50% by the Sanitary District and 50% by the Storm Water Utility budgets.

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

This position provides design and contract administration services for all Public Works construction projects throughout the City of Green Bay. The position is responsible for the design and preparation of contract plans and specifications for projects benefitting the residential, commercial, and industrial customers of the City. This position is responsible for the on-going development of a sanitary sewer system hydraulic modeling effort to aid in determining inflow & infiltration deficiencies within the existing system.

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

The position generally does not generate revenue and reduce expenses.

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

The volume of work to be completed by the engineering staff routinely exceeds the number of staff hours available on an annual basis.

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

We would anticipate some project responsibilities to be shifted to other staff while some duties of the position will currently not be completed. As a result of this vacancy, it is possible that the work proposed in the 2022 Capital Improvement Program may not be completed.

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

The design, construction and hydraulic modeling City Infrastructure, primarily sanitary sewer as related to capital projects would not be completed.

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

The alternate method of accomplishing the work would be to hire outside consultants to supplement our engineering staff. The cost associated with this alternative would be approximately 15-25% of the value of the construction for each project the outside consultant works on. These additional costs were not anticipated either though the development of the 2022 budget nor the 2022 Capital Improvement Program.

9. Are there union issues?

No

10. Other supporting comments.

None.

**Position Fill Request
Justification Report
December 22, 2021**

Position Title: Operator II – DPW Operations Division/Street Section

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

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

This position will be vacant as a result of the resignation of Andy Schoenwalder, effective at the end of the work day on Friday, January 7, 2022.

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

Yes, this position is currently funded in the DPW operating budget. The 2021 salary range for this position is \$22.76/hour - \$26.79/hour (Pay Grade G).

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

Operator II employees perform a range of duties including, but not limited to operation of the tub grinder, loaders, graders, backhoes, excavators, rollers, and other specialized equipment. They also operate commercial vehicles, and perform general labor related to road and guard rail repair, and other assignments necessary to perform DPW functions.

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

This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract out for those services.

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

Loss of an Operator II position represents a reduction in DPW's ability to provide all Street Section services in a timely manner, including snow plowing. Additionally, effective and efficient operation of road graders and loaders is a learned and acquired ability. Not all employees exhibit the necessary abilities to complete this work.

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

Duties are assigned to other Street Section employees as needed, dependent on their skill level. When there is a lack of personnel, assignments are prioritized. Lower priority tasks are postponed or not completed.

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

DPW will continue to perform all of its core services. However, a reduction in staffing will result in a lower level of service to residents and potentially increase the amount of time required to complete the services.

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

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

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report
December 20, 2021**

Position Title: Park Maintenance Worker

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

X Replacement Position Not a Replacement Position

This position will be vacant as a result of the retirement of Thomas Schmitt effective at the end of the work day on 12/16/2021.

- 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 budgeted. The wage range is \$20.56 - \$24.20 per hour (Pay Grade F).

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

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

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

No.

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

Over the years, we have added more parkland and facilities, but have not added additional staff. We are also responsible for maintaining a four-diamond Little League complex, a six-field soccer complex, more trails, more parklands, and the City Deck.

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

When vacancies occur in this classification, we are unable to meet all of the maintenance needs of our parks and facilities. As positions become vacant, we prioritize and reprioritize our daily work. The effect is that many of the services that we provide to the public are being performed less frequently.

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

The overall service would be reduced. We have tried to lessen the obvious impact by reprioritization.

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

Contracting for various maintenance services would need to be explored. Costs would be dependent on the service contracted. The Park Maintenance Worker performs a wide range of services during a calendar year, therefore making it difficult to replace a single position by contracting.

9. Are there union issues?

No.

10. Other supporting comments.

Since 2001, the Parks Division has been responsible for maintaining the following added facilities: SK8 Park; Leicht Memorial Festival Park; Resch Aquatic Center; four new buildings; nine splash pads; more parkland at Farlin Park, Beach Lane, Navarino Park, V.T. Pride Park, Eastman Park; several parcels along the Baird Creek Greenway; 16 acres of turf at Bay Beach Park; a new boarded hockey rink; a four ball diamond softball complex; a six-field soccer complex; the City Deck; the Zippin Pippin, Sea Dragon, Bay Beast, Rockin' Tug, and Falling Star amusement rides; as well as several miles of trails.

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

**Position Fill Request
Justification Report
December 28, 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 Julie Boerschinger effective December 23, 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 2022 wage range is \$20.56 to \$24.20 per hour (Pay Grade F).

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

The PMT/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 works four (4) shifts per week and 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 of PARCS equipment, and in parking areas as assigned

PMT's 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 PMT's 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



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 11, 2022

AGENDA ITEM # E.2

Request by Ald. Corpus-Dax and Ald. Dorff for the City to research and conduct a study for the term lengths of appointed officials in comparable municipalities. Determine whether the term lengths of a City appointed official should be amended to longer than 2 years and to review City Official appointments/reappointments so they do not coincide with the swearing in of a new council.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo - Appointed officials - GO 26-21
2. DRAFT GO 26-21 - Repeal Recreate 2-79 - Appointed Officials
3. City Official Appointed Terms Research 2020

CITY OF GREEN BAY

DATE: January 11, 2022
TO: Personnel Committee
FROM: Assistant City Attorney Lindsay Mather
RE: **GO 26-21: Appointed Officials**

This Ordinance repeals and recreates two sections of the Code: § 2-79 regarding appointed officials and § 2-80 regarding removals. The purpose of this memo is to provide an overview of the changes, and to answer some of the questions that were raised when this change was first discussed at the Personnel Committee meeting on May 12, 2020.

§ 2-79. Appointed Officials

- *Term length.* Terms are indefinite rather than for two years, subject to removal under § 2-80.
- *Reorganization.* Rather than a single table with various methods of appointment, the revised section is divided into three subsections:
 - (a) Principal city officials, appointed by the Mayor with confirmation by Council;
 - (b) Other officials
 - a. Further divided based on who appoints (Director of DPW or C&ED)
 - b. Deputy Comptroller removed
 - c. "Chief Building Official" instead of "Building Inspector (Building Inspection Superintendent)"
 - (c) Police and Fire Chiefs, appointed by Police and Fire Commission

§ 2-80. Removals

- *Elected officers.* No change
- *Appointed officials.* Specifically states that removal may occur either at the pleasure of the Mayor or other appointing official, or by Council for cause. (Previously only had reference to statute)

Procedure for removal under Wis. Stats. §§ 17.12 and 17.16.

Removal at pleasure. To remove an appointed official at their pleasure, the Mayor (or other appointing official) shall file an order to that effect with the City Clerk.

Removal for cause.

- Written, verified complaint filed by a resident taxpayer
 - Official may file verified answer
- Public hearing shall be held by Council “with due dispatch”
 - Official has the opportunity to be heard and present a defense, with counsel if they choose
 - Council may issue subpoenas for witnesses and production of evidence; may make orders and rules for conducting the hearing
- Vote to remove an official for cause must be by affirmative vote of three-fourths (3/4) of Council members
- If Council finds cause exists to remove the official, it must file an order stating the cause(s) for removal, along with a transcript of the hearing, with the City Clerk

“Cause”

On a basic level, “cause” is “a legally sufficient reason.” However, it is difficult to provide a more precise definition. Wis. Stats. § 17.12 previously contained a definition of “cause,” but the legislature specifically chose to remove that definition from the statute. There is not a single definition of what constitutes “cause” from case law, either. This is because whether an official’s actions constitute cause depends on the facts of a given situation.

Certain circumstances may constitute cause for removal of a municipal appointed official, such as an ethical violation or action(s) that expose the City to liability. Dereliction of duty or other failure to adequately perform required job duties may also constitute cause. The previous statutory definition defined cause as “inefficiency, neglect of duty, official misconduct, or malfeasance in office.” However, whether cause for removal exists is always a fact-intensive inquiry, and the burden is on the complainant to demonstrate that sufficient cause exists, and on Council to make a sufficient record of said cause.

The following pages contain the current versions of §§ 2-79 and 2-81

Sec. 2-79. Appointed officials.

- (a) *General.* The following officials shall be appointed at a regular Council meeting on the third Tuesday in April and shall commence their term of office on May 1 in even-numbered years, but these dates may be delayed for a reasonable period of time due to special circumstances:

OFFICIAL APPOINTMENTS AND TERMS

Official	How Appointed	Term
Assessor	Mayor, subject to confirmation by Council	Two years
Building Inspector (Building Inspection Superintendent)	Community and Economic Development Director, subject to confirmation by Council	Two years
City Attorney	Mayor, subject to confirmation by Council	Two years
Clerk	Mayor, subject to confirmation by Council	Two years
Comptroller	Mayor, subject to confirmation by Council	Two years
Public Works Director	Mayor, subject to confirmation by Council	Two years
Zoning Administrator	Community and Economic Development Director, subject to confirmation by Council	Two years
Treasurer	Mayor, subject to confirmation by Council	Two years
Parks, Recreation, and Forestry Director	Mayor, subject to confirmation by Council	Two years
Community and Economic Development Director	Mayor, subject to confirmation by Council	Two years

- (b) *Others.* The following officials shall take office upon completion of the appointment process and commence their regular term in office as shown below:

OTHER OFFICIALS

Official	How Appointed	Term
City Sealer	Community and Economic Development Director	Indefinite
Deputy Comptroller	Comptroller	Subject to Comptroller's appointment
Fire Chief	Police and Fire Commission	Indefinite
Police Chief	Police and Fire Commission	Indefinite
Weed Commissioner	Public Works Director	One year

(Code 1984, § 1.04; Ord. No. 15-08)

Sec. 2-81. Removals.

- (a) *Elected officers.* Elected officers may be removed by recall as provided in Wis. Stats. § 9.10, or by the Common Council for cause pursuant to Wis. Stats. §§ 17.12(1)(d) and 17.16.
- (b) *Appointed officials, officers, or employees.* Appointed officers may be removed as provided in Wis. Stats. §§ 17.12(1)(c) and (d) and 17.16, except as provided otherwise by Charter ordinance.

(Code 1984, § 1.05)

GENERAL ORDINANCE NO. 26-21

AN ORDINANCE REPEALING AND RECREATING SECTIONS 2-79 AND 2-81, GREEN BAY MUNICIPAL CODE, RELATING TO APPOINTED OFFICIALS AND REMOVALS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2-79, Green Bay Municipal Code, is hereby repealed and recreated to read:

Sec. 2-79. Appointed officials.

- (a) *Principal City officials.* The following City officials shall be appointed by the Mayor, subject to confirmation by Council, in accordance with Wis. Stats. § 62.09. Said officials shall serve for an indefinite term, subject only to removal as described in section 2-81.
 - (1) Assessor.
 - (2) Attorney.
 - (3) Chief of Operations.
 - (4) Clerk.
 - (5) Comptroller.
 - (6) Director of Community and Economic Development.
 - (7) Director of Parks, Recreation, and Forestry.
 - (8) Director of Public Works.
 - (9) Treasurer.
- (b) *Other officials.* Other officials shall be appointed as described herein, subject to confirmation by Council. Said officials shall serve an indefinite term, subject to removal as described in section 2-81.
 - (1) The Community and Economic Development Director shall appoint the following officials:
 - a. Chief Building Official.
 - b. City Sealer.
 - c. Zoning Administrator.
 - (2) The Public Works Director shall appoint the Weed Commissioner.
- (c) The Police Chief and Fire Chief shall be appointed to serve an indefinite term by the Police and Fire Commission in accordance with Wis. Stats. § 62.13 and shall be subject to removal as described in said statute.

SECTION 2. Section 2-81, Green Bay Municipal Code, is hereby repealed and recreated to read:

Sec. 2-81. Removals.

- (a) *Elected officers.* Elected officers may be removed by recall as provided in Wis. Stats. § 9.10 or by Council for cause in accordance with Wis. Stats. §§ 17.12 and 17.16.
- (b) *Appointed officials.* Officials appointed under section 2-79 may be removed by the Mayor or other appointing official, at pleasure, or by Council for cause, in accordance with Wis. Stats. §§ 17.12 and 17.16.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

ljm

1/18/22

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Joseph W. Faulds, Human Resources Director

Re: Appointed Officials Term Length GBMC Sec. 1.04(1)

Date: May 12, 2020

Term Lengths for Appointed Officials under GBMC Sec. 1.04(1)

Currently the positions of Assessor, Building Inspector, City Attorney, Clerk, Comptroller, Director of Public Works, Zoning Administrator, Treasurer, Director of Parks, Recreation, and Forestry, and the Director of Planning, are all appointed by the Mayor, subject to confirmation by the Council for two year terms.

The following chart describes the term lengths for comparable municipalities:

City Officer Term Length				
	Municipality	Population (2016)	*Appointed By	Term Length
1	Appleton	74,370	Mayor	Indefinite
2	Eau Claire	68,339	City Manager	Indefinite
3	Fond du Lac	42,951	City Manager	Indefinite
4	Kenosha	99,631	Mayor	Indefinite
5	La Crosse	52,109	Mayor/Common Council	Indefinite
6	Manitowoc	32,936	Common Council	Indefinite

7	Oshkosh	66,579	City Manager	Indefinite
8	Racine	77,571	Mayor	Indefinite
9	Sheboygan	48,686	Mayor	Indefinite
10	Waukesha	72,363	City Administrator	Indefinite
11	Wausau	38,872	Mayor	Indefinite
12	Green Bay	105,139	Mayor	2 year

*Common Council confirms the appointment

Removal of Appointed Positions

For the City of Green Bay the appointed positions can be removed at the pleasure of the Mayor or by the Common Council for cause.

Eau Claire, Fond du Lac Kenosha, Oshkosh, Sheboygan, Waukesha, may remove appointed officials by either at the pleasure of the Mayor or the City Manager. Kenosha, Sheboygan, and Waukesha permit removal by the Common Council for cause as well.

Appleton, Manitowoc, Racine, and Wausau may remove appointed officials with cause and a vote by the Common Council (varies with majority, 2/3, and 3/4 vote).

The League of Municipalities believed the change in the Wisconsin Statute to allow appointed positions to be removed at the pleasure of the Mayor was to help municipalities avoid costs associated with a Common Council hearing to remove a position for cause.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 11, 2022

AGENDA ITEM # E.3

Consideration with possible action on request to approve the 2022 - 2024 labor agreement between the City of Green Bay and Amalgamated Transit Union, Local Division 857, Bus Operators.

The Committee may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Committee may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Tentative Agreement Memo - Common Council and Transit Commission
2. Tentative Agreement - Strikethrough - Transit Bus Operators - 1-11-2022
3. 2022-2024 Transit Bus Operator Agreement - Clean Version

**Tentative Agreement
January 11, 2022**

City of Green Bay, Wisconsin
And
City of Green Bay Amalgamated Transit Union
Local 857, ATU, AFL-CIO
(Bus Operators)

2022-2024 Agreement

On December 21, 2021 the City and the Bus Operators Union entered into a tentative agreement for a three year contract that will expire on December 31, 2024. The tentative agreement was ratified by the Union on January 7, 2022 and is recommended for approval by the City Council. The following is a summary of the tentative agreement:

ISSUE	COSTS
General Wage Increase: - Varies - Effective with start of pay period in which July 1, 2022 occurs. 0-1040 hours: 7% increase 1041-2080 Hours: 2% Increase - Thereafter through the third year: 2% Increase - Beginning of 4th Year: 3.25% Increase - Beginning of 5th Year: 3.25% Increase - Beginning of 6th Year: 3.20% Increase 2% - Effective with start of pay period in which October 1, 2023 occurs. 2% - Effective with start of pay period in which October 1, 2024 occurs.	\$ 13,629.20 \$ 52,041.60 <u>\$ 41,542.80</u> \$107,213.60
Premium Pay: - Operators who work a shift consisting of 7 to 9 hours, beginning after 12:30pm will receive a \$.35 per hour premium pay for work performed. - This is changed from \$.30 to \$.35 - Estimate in 2019 - Estimate in 2020 - Estimate in 2021	\$ 1,600.00 \$ 1,600.00 <u>\$ 1,600.00</u> \$ 4,800.00
Miscellaneous ½ day holiday on Martin Luther King Jr. Day - Clothing Allowance— 3 turtlenecks	
Duration of Agreement	Three Year

AGREEMENT

Between

CITY OF GREEN BAY

And

CITY OF GREEN BAY
AMALGAMATED TRANSIT UNION
LOCAL 857, ATU, AFL-CIO

January 1, 2019~~22~~ through December 31, 2024~~4~~

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AGREEMENT

This Agreement made and entered into by and between the City of Green Bay, operating a bus transportation service serving the Green Bay Metropolitan area, party of the first part, hereinafter referred to as the "City" and Amalgamated Transit Union, Local Division 857, party of the second part, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

- 1.1 The City of Green Bay recognizes representatives of Amalgamated Transit Union Local Division 857, as the collective bargaining representative for all issues specifically addressed in this Agreement for all bus operators.
- 1.2 Dues Deduction:
 - 1.2.1 The City agrees that its employees of the transit department as described in 1.1 may become and remain members of the Union and agrees not to interfere with or prevent, either directly or indirectly, any such employee becoming or continuing as a member of the Union. All employees in the unit may pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee will be required to join the Union, but membership shall be made available to all employees who apply and no employee will be denied membership because of race, color, creed, sex, or handicap. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, sex, or handicap.
 - 1.2.2 The Union will represent all of the employees in the Bargaining Unit, members and non-members, fairly and equally.
 - 1.2.3 The City agrees to deduct the amount of dues authorized by each Union member certified by the Union and pay the amount deducted to the Union on or before the end of the month in which the deduction is made. Payroll deduction of dues will begin with the pay period following receipt by the City of the Union's written notice authorizing dues deductions for current and/or new employees. The City will not be responsible for retroactively deducting dues for any time prior to receipt of the Union's written notice.
 - 1.2.4 The Union agrees to hold harmless the City from any disputes between the Employee and the Union regarding dues.
- 1.3 Bus operators who are officers or committee members of the Union will be provided unpaid leave of absence not to exceed 15-total work days in a calendar year for all officers or committee members, unless otherwise agreed to by the parties. Such leave must be

approved in advance by the Transit Director or designee, may be cancelled in the event of unforeseen circumstances, and will not require the rescheduling or modification of the transit schedule. An employee may use available vacation, personal or compensatory time while on leave. The bus operator will suffer no loss of rights or benefits for such absence.

- 1.4 The Union may maintain a bulletin board for their use in the lunchroom. The City retains the right to remove inappropriate and/or outdated materials at its discretion.

As an example, the following types of postings will not be tolerated:

- Commercial solicitation for an outside organization.
- Material that is otherwise in violation of City policy, such as obscene, sexually harassing or libelous materials.
- Political or campaign literature.
- Lotteries, sports pools or similar activities.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The City retains all rights, powers or authority except as modified by this Agreement. The City retains the right to determine and schedule working hours and determine assignments.
- 2.2 The City will have the right at all times during the existence of this Agreement, and subject to provisions herein, to conduct its affairs according to its best judgment and the orders of competent authority, including the power of establishing policy to hire all employees, to dismiss and discipline for just cause, to lay off in accordance with section 7.3 and to determine the methods, means and personnel by which City operations are to be conducted.
- 2.3 The City agrees it will not use these rights to interfere with the employee's rights established by law or by this Agreement.
- 2.4 The City agrees to provide notice to the Union and an opportunity to meet and discuss any anticipated changes to the Bus Operators Policy and Procedure manual prior to implementation.

ARTICLE 3 MEMBER RIGHTS

- 3.1 The City agrees not to discharge or discriminate against any member of the Union because of lawful Union activities or to bargain individually with any member of the Union.

ARTICLE 4
EMPLOYMENT STATUS

- 4.1 Upon resignation by an employee, the City will pay all money due the employee, and upon request, may furnish the employee with a letter of recommendation insofar as circumstances permit.
- 4.2 An employee who is physically and mentally able to work but fails to do so for 3- consecutive work days or more, unless on approved leave or due to circumstances beyond the employee's control, will be considered to have voluntarily resigned from employment.
- 4.3 New employees who do not possess required licenses or certifications prior to the end of probation may be discharged from employment.
- 4.4 All employees who drive a commercial vehicle at any time must have a Commercial Driver's License and the appropriate endorsements required to operate that equipment. Loss or suspension of license and/or endorsements may subject the employee to disciplinary action up to and including discharge.
- 4.5 The City of Green Bay has implemented a Drug and Alcohol policy in accordance with the requirements of State and Federal regulations. Green Bay bus operators will be subject to this policy.

ARTICLE 5
UNION COOPERATION

- 5.1 The Union agrees at all times, as far as it is within its power, to further the interest of the City.

ARTICLE 6
LEAVES

- 6.1 Leaves of absence may be granted at the discretion of the Human Resources Director in accordance with applicable rules, policies and legal requirements.
- 6.2 A bus operator will be given time off with pay when subpoenaed to perform jury duty before a court, public body or commission. Any payment received for jury duty will be retained by the employee and an equivalent amount will be deducted from the employee's gross pay for that period. The employee must submit a copy of the jury duty payment received to the Payroll Department. Reimbursement for expenses incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross pay.

ARTICLE 7
SENIORITY

- 7.1 Seniority Date: Seniority will commence upon an employee's most recent date of hire as a full time regular employee by the City.
- 7.2 Master List: There will be one master seniority list for all employees of the Union. The master seniority list will be maintained and updated on a regular basis, and a copy provided to the Union. Employees starting on the same day will have their starting times varied (as determined by the flip of a coin) so that there will be no ties in terms of seniority.
- 7.3 Lay Off: The City may lay off an employee whenever such action is necessary. In the event of multiple layoffs in the same position/job title within a department, lay off will be based on the inverse order of seniority in that position/job title within the department.

A laid off employee will have rights to recall to the same position from which the employee was laid off for up to 1-year following the lay off. Recall will be based on seniority in that position/job title within the department.

- 7.4 Probation: New employees will be considered probationary employees for the first 12-months or the first 2080 hours of their employment, whichever occurs first. Any employee on probation may be terminated at the sole discretion of the City without any reference to recall or rehire. After new employees have completed probation, they will be considered regular employees.
- 7.5 Seasonal Employees: Seasonal employees are those hired for less than 6-months of employment in any calendar year. Seasonal employees are not represented under this Agreement.
- 7.6 Transfer: A City employee transferring into a bargaining unit position with seniority as described in 7.1 will be eligible to use seniority for route selection as follows:
- 7.6.1 During the first 12-consecutive months of employment under this Agreement, the transferring employee may use their seniority on the Extra-Board.
- 7.6.2 Upon completion of the first 12-consecutive months as described in 7.6.1, the bus operator may use their seniority to bid on a Regular Run during the next regular operator bid time. The employee may continue to use seniority for the Extra-Board while waiting for the Regular Run operator bid.

ARTICLE 8
GRIEVANCE PROCEDURE

- 8.1 Definition: A grievance is defined as a dispute or misunderstanding regarding the interpretation or application of a specific provision of this Agreement.

8.2 Procedure: A regular employee represented under this Agreement, may file a grievance in accordance with the following:

8.2.1 Prior to filing a written grievance, employees should discuss any problem or complaint with their immediate supervisor to see if settlement is possible. If the problem is not resolved, then the aggrieved party may file a written grievance with the department head, but not later than 10-work days from the date the grievant first became aware of the condition causing the grievance. The department head will respond in writing no later than 10-work days from the date the grievance was received.

8.2.2 If the grievance cannot be settled by the department head or designee, the grievance may be submitted in writing to the Human Resources Director or designee within 10-work days from receiving the department head's decision. The meeting to discuss the grievance will be held at a mutually agreeable time. Following this meeting, the Human Resources Director will respond within 10-work days, in writing.

8.2.3 If the grievant is not satisfied with the Human Resources Director's response, the grievant may file an appeal for a hearing before an impartial hearing officer within 10-work days from receiving the Director's response. The appeal must be put in writing and filed with the Human Resources Department. The impartial hearing officer will be selected from a list of 5-hearing officers provided by the WERC. The Union will strike the first name from the list, the City will strike the second name, the Union will strike the third name, the City will strike the fourth name and the remaining individual will serve as the hearing officer. Any costs for the impartial hearing officer's services will be borne equally by the parties.

8.2.4 The decision of the Hearing Officer concerning any matter referred to it will be final and conclusive upon the employees, the Union, and the City.

8.4 Time Limits: All of the time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE 9 DISCIPLINE, SUSPENSION, AND DISCHARGE

9.1 The City will not discipline, suspend or discharge any employee without just cause. Suspension or discharge will be in writing with a copy to the Union and to the employee affected.

9.2 When an employee is to be disciplined in any manner, including a discussion of the circumstances of accidents, a union representative may be present if the employee so desires.

ARTICLE 10
ALTERNATIVE DUTY

- 10.1 The parties agree to implement the City's Alternative Duty Program in accordance with the City's Personnel Policies and Procedures and as it may be modified by the City.

ARTICLE 11
HOLIDAYS

- 11.1 Following are the recognized paid holidays for bus operators:

- New Year's Day
- ½ Martin Luther King Jr. Day
- ½ Day Friday Before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- ½ Christmas Eve Day
- Christmas Day
- ½ New Year's Eve Day
- 1 floating holiday (in lieu of the Day after Thanksgiving)

- 11.2 Full-time bus operators will be allowed 8-hours for full day holidays and 4-hours for half day holidays at the employee's straight time rate of pay.

ARTICLE 12
VACATIONS

- 12.1 An eligible employee will accumulate vacation leave with pay to a maximum of 240-hours. Generally vacations will not be permitted during an employee's first 6-months of service with the City unless approved by the Supervisor. Vacations will be scheduled to meet the operating requirements of the City, and, as practical, the preferences of employees. Vacation leaves with pay may be used only with the prior approval of the supervisor.

- | | |
|---|-----------|
| • Start through end of 5 th year | 80 hours |
| • 6 th through end of 10 th year | 120 hours |
| • 11 th through end of 15 th year | 136 hours |
| • 16 th through end of 20 th year | 160 hours |
| • 21 st year plus | 200 hours |

- 12.2 A bus operator whose normal workweek run is more than 40-hours may choose to take either 8-hours or the normal scheduled hours for a vacation day or days provided the bus operator has a minimum of 40-hours for the workweek.

- 12.3 Vacation will be appropriately prorated for employees who work less than a calendar year.
- 12.4 An employee cannot carryover more than 240-hours of vacation at the end of the calendar year. Employees who have vacations canceled due to emergency call-ins or illness will be allowed to reschedule such vacation during the first 3-months of the following year or add it to their carryover balance provided that balance remains at or below 240-hours.
- 12.5 Upon separation from City service, an employee will be paid for any unused accumulation of vacation leave.
- 12.6 Employees who are earning more than 200 hours of annual vacation as of March 25, 2011 will be grandfathered and redlined at their current amount of vacation accumulation while employed by the City.
- 12.7 An employee employed prior to March 25, 2011, may during their last three years of employment convert up to 80-hours per year of earned vacation days to an escrow account, said conversion of vacation to be at the current salary at the time of conversion. In addition, at the time an employee separates from City service by eligibility and acceptance to the State Retirement system, the employee may escrow all or a part of their accumulated vacation leave. This provision will not apply to those employees employed after March 25, 2011.
- 12.8 Personal Leave: Regular full time employees will be eligible for 24-hours of personal leave annually. Personal leave must be used during the calendar year earned and may not accumulate from year to year. Personal leave will be scheduled in the same manner as vacation. Personal leave may not be converted to escrow. Personal leave will be appropriately prorated for employees who work less than a calendar year.

ARTICLE 13 SICK LEAVE OR EMERGENCY LEAVE

- 13.1 Accumulation: Each full-time employee of the City will accumulate sick leave at the rate of one day per month for each month of service to a maximum of 1152-hours.
- 13.2 Notification and Verification: Employees who intend to be absent from work due to illness or injury must notify their supervisor prior to the start of the workday. If the absence continues beyond one day, the employee is expected to keep the supervisor informed of his/her condition and anticipated return date. At the employer's discretion, the employee may be required to provide medical verification.

The City reserves the right to have an employee examined by the City's medical professional, at City cost, to determine fitness for duty. The City's right to have employees examined by the City's medical professional does not in any way limit the employee's rights to be treated by a medical professional of their choice.

Nothing in this article will limit the City's right to deem leave taken as leave provided for

under the State or Federal Family Medical Leave Acts.

- 13.3 Use: An employee may use accumulated sick leave for absences necessitated by the employee's injury or illness or an immediate family member's serious illness/injury or hospitalization. For purposes of this article, "immediate family" will mean spouse, parents, stepparent, child, stepchild, guardian, foster child or sibling who lives at home.
- 13.4 Medical Appointments: Employees, when possible, will schedule medical appointments outside of normal working hours. When medical appointments are scheduled during normal working hours, employees will be charged sick leave for actual time lost for the medical appointment. However, employees will not be charged from sick leave for absences from work necessitated by follow-up doctor visits due to workers compensation related injuries or illnesses.
- 13.5 Escrow Account: Employees employed prior to March 25, 2011 who terminate employment by eligibility and acceptance to the State Retirement system will have accumulated sick leave, up to a maximum of 688-hours, placed in an escrow account and used to pay health insurance premiums. This provision will not apply to those employees employed after March 25, 2011.

ARTICLE 14 WORKER'S COMPENSATION

- 14.1 An employee injured on the job will be made whole for the remainder of the working day in which the injury occurred based on medical verification that the employee is unable to perform available work. The injured employee, at his/her option, can make himself/herself whole for the difference between the payment from Worker's Compensation and the regular rate of pay through use of sick leave or vacation for all subsequent days off due to the work related injury as long as the payment does not exceed the normal rate of pay.

ARTICLE 15 FUNERAL LEAVE

- 15.1 Employees will be allowed up to 3-days off with pay for absences necessitated by a death in the employee's immediate family including spouse, parent, stepparent, child, stepchild, foster child, sibling, guardian, ward, parent-in-law, grandchild or grandparent. In circumstances which require an employee to attend a funeral of a member of the immediate family at a travel distance in excess of 300 miles from Green Bay up to 2-additional days may be granted. A request for additional vacation, personal, comp time or other leave time must be communicated to the immediate supervisor as soon as practicable. If a funeral is delayed, or a service is held at a date beyond the limits of this policy, the employee may attend, but will not be paid for more funeral leave days than outlined in this policy. Funeral leave is not provided for dealing with wills or estates.

Employees will be allowed 1-day off with pay to attend the funeral of the spouse's

grandparents or of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse.

- 15.2 In the event of the death of a current co-worker, employees working in the same department and location having a close working relationship and others who worked closely with this individual on a regular basis, in the sole discretion of the department head, may be allowed up to 3 hours of administrative leave for attendance of a local funeral and related event. All others and time beyond this amount will be required to be accounted for by using compensatory time or personal leave or other appropriate accumulated leave with the approval of the Supervisor.

ARTICLE 16 HEALTH AND DENTAL INSURANCE

- 16.1 Selection of any provider for health and dental insurance and determination of coverage and benefit levels will be at the discretion of the City.
- 16.2 Employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.
- 16.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.
- 16.4 Employees regularly scheduled to work less than 37.5 hours per week will have the City's contribution appropriately prorated.
- 16.5 Employees will be entitled to reduce their health insurance premium contribution by 2.5% per year by successfully participating in the Wellness Incentive Program. All Wellness Incentives must be completed in the prior year to receive the 2.5% reduction in the following year.

To receive the health insurance premium reduction, the spouse of an employee must participate in the Wellness Incentive Program. The spouse of an employee will not be required to participate in the Wellness Incentive Program if the spouse has a health risk assessment screening conducted at the spouse's employer, however, the spouse must comply with the age-specific requirements. If the spouse of an employee or an employee with family coverage does not participate in the Wellness Incentive Program, the health insurance premium reduction will be 1.25%.

- 16.6 Employees may participate in the City's Health 1265 program as outlined in Appendix B.
- 16.7 Life Insurance: The City will provide and carry, at no cost to the employee, life insurance for each regular full-time employee in an amount equal to the employee's base salary for all employee's regularly scheduled to work a minimum of 37½ hours per week. Employees will have the option to purchase supplemental life insurance for self, spouse and eligible

dependent(s). Employees will pay all premium costs for the optional supplemental life insurance through payroll deduction.

- 16.8 Fed Med Card: When a Transit driver in the process of obtaining or renewing a Fed Med card is required to undergo additional medical testing specifically due to previous heart history or sleep apnea screening, or is required to purchase and maintain medical devices not otherwise required except for obtaining the Fed Med card, the City will reimburse the employee for actual expenses by depositing up to a maximum of \$200 per year into the employee's Personal Benefit Account (PBA) for out of pocket expenses for such testing and/or purchase and upkeep of required equipment. Out of pocket expense will be determined by the statement from the insurance company. The Transit driver is responsible for requesting the PBA reimbursement and providing appropriate documentation of the expense.

ARTICLE 17 RETIREMENT CONTRIBUTION

- 17.1 Employees are subject to a retirement contribution in an amount equal to one-half of all actuarially required contributions approved by WRS.

ARTICLE 18 WAGES AND RATES

- 18.1 Attached hereto and marked Schedule A is the schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule and the contents hereof will constitute a part of this Agreement.
- 18.2 All members of the bargaining unit will be subject to mandatory direct deposit of their paychecks.
- 18.3 An employee that is called in for work outside of the regular work day will be paid for a minimum of 2-hours pay.
- 18.3.1 If a bus operator is scheduled the day before for a Limited Service piece of work the driver will be paid a minimum of 1½ hours and will not be required to stay for standby unless notified by dispatch. If the bus operator is scheduled on the same day as the Limited Service piece of work the operator will receive a minimum of 2-hours pay.

ARTICLE 19 HOURS OF WORK

- 19.1 The City will establish the hours of work for employees in the bargaining unit.
- 19.2 In accordance with the Fair Labor Standards Act (FLSA) overtime at the rate of 1½ times the employee's regular hourly rate will be paid for all hours actually worked in excess of 40-hours

per week. Vacation, personal days, compensatory time, holiday time, funeral leave and jury duty will be considered actual hours worked for the purposes of determining eligibility for overtime.

- 19.3 Overtime hours are subject to prior supervisory approval.
- 19.4 Employees working holiday hours, in accordance with Article 11, will be eligible to receive double time pay.
- 19.5 Per calendar year, employees may bank up to 80 hours of overtime earned in a compensatory time bank. Employees may request the use of compensatory time off at the rate at which such time is earned.
- 19.6 In the event that compensatory time is not used prior to the end of the calendar year in which it is earned, the employee's compensatory time will be paid out at the employee's current rate of pay.
- 19.7 All benefits covered by this Agreement will be appropriately prorated for employees who work less than fulltime.
- 19.8 Whenever the Transit Department is closed due to a weather emergency, all employees will be required to use vacation, personal day or leave without pay for the day in question. Employees who report to work prior to being notified of the closing will receive a minimum of 2-hours pay. If the department does not close completely, the Transit Director may retain employees for the full shift or send them home prior to the end of the shift and require them to use vacation, personal day or leave without pay. Unless a weather emergency is declared by the Transit Director or designee all employees will be required to report to work.

ARTICLE 20 CLOTHING ALLOWANCE/REIMBURSEMENT

- 20.1 The City will provide the initial compliment of clothing which will include: shirts or polo shirts, turtleneck, trousers, jackets, sweaters, walking shorts, culottes for females, or sweater, and winter parkas or bomber jackets or vests. The City will pay 95% of the cost. Parkas may be purchased by limited service employees at their own expense. Transit patches on uniforms will be turned into the Transit Department when an employee terminates employment. The City will pay \$80, to be included with the first paycheck of each year of this Agreement, to cover the cost of footwear. Shoes will be a solid black or brown. This will be an annual allowance and the footwear will be worn only on the job. Belts will be considered part of the uniform while ties will not be.
- 20.2 Clothing will be replaced by the City as needed. However, no employee will wear any part of the uniform for any reason other than performing their duties as Transit employees. Management will outfit probationary employees as it deems necessary.

20.3 The City will provide the initial compliment of clothing which will include:

- 5 shirts (long or short sleeve or polo shirts)
- 3 trousers
- 1 jacket with liner
- 1 sweater (pullover or cardigan) or
- ~~3~~ turtlenecks
- 1 belt
- 2 shorts/culottes (either or)
- 1 parka or bomber jacket or vest

20.4 Shorts will be considered part of the uniform however; they may only be worn from April 15 to October 15. Black or white tennis shoes and laces may also be worn during this period, but will be worn at the employees' expense.

20.5 The City will, upon submission of a receipt, reimburse drivers for half the Commercial Drivers License (CDL) renewal fee.

ARTICLE 21 PICK OF RUNS

21.1 Pick of runs will be held 3-times a year to be effective in January, May and September. The runs will be posted for at least a minimum of 10-calendar days prior to the effective date. There will be a 24-hour time limit (excluding Saturday, Sunday and holidays) for individual operators in seniority order to make their pick of runs in the choice book. If an operator does not pick a run within the allowed time, the operator will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.2 If an operator makes an error in signing for a run, the operator may contact the supervisor and will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.3 If an operator is not going to be available during the time the pick of runs is occurring, the operator may provide their supervisor or union officer with a priority list of run selections however only a supervisor may record the selection on the run bid form.

ARTICLE 22 EXTRA BOARDS

22.1 Whenever practically possible, the City will post the daily extra board worksheet by 1:00 p.m. the day prior to the scheduled work day.

- 22.2 Changes to the assigned work schedule will be made on the dispatcher's copy in the office. Drivers will be notified by the dispatcher of changes made after schedule has been posted.
- 22.3 Selection of the extra board work assignments will be made in rotating seniority order.
- 22.4 When an extra board driver has worked 40-hours by the end of the work day on Friday, any additional Saturday hours will be granted to other drivers on the extra board according to their rotating seniority order.
- 22.5 In the event of an emergency, the City reserves the right to exercise policies as it sees fit.

ARTICLE 23
SEPARABILITY AND SAVINGS CLAUSE

- 23.1 If any Article or Section of this Agreement or of any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination to its validity, the remainder of this Agreement and of any Rider hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.
- 23.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement. Either party will be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE 24
DURATION OF AGREEMENT

- 24.1 This Agreement will become effective as of January 1, 20~~22~~¹⁹ or date of signature if after January 1, 20~~22~~¹⁹, and will remain in force and effect to and including December 31, 20~~24~~⁴¹.
- 24.2 This Agreement and the provisions thereof supersede the previous Collective Bargaining Agreement of the parties and will be in full force and effect until December 31, 20~~24~~⁴¹ and from year to year thereafter unless written notice of termination or amendment or change in the terms thereof is given by either part to the other 90-days prior the expiration of this Agreement or any subsequent anniversary date of this Agreement.

This Agreement was approved on ~~February 20~~January 7, 2022~~19~~ by the Transit Union and ~~March 5~~January 18, 2024~~19~~ by the City Council.

For the Union

Representative

Representative

For the City of Green Bay

Mayor

Human Resources Director

Transit Director

Attest:

City Clerk

APPENDIX A WAGE RATES

CLASSIFICATION	2%*Varies 07/01/22 19	2% 10/1/23 0	2% 10/1/24 1
0 – 1040 Hours	\$ 21.58 ^{19.3} 7	\$ 19.76 ^{22.0} 1	\$ 20.16 ^{22.4} 6
1041 - 2080 Hours	\$ 21.56 ^{22.8} 8	\$ 21.99 ^{23.3} 4	\$ 22.43 ^{23.8} 0
Thereafter through the 3 rd year	\$ 23.84 ^{25.3} 1	\$ 24.32 ^{25.8} 1	\$ 24.81 ^{26.3} 3
Beginning of 8 th Year	\$ 23.99 ^{25.7} 7	\$ 24.47 ^{26.2} 8	\$ 24.96 ^{26.9} 2
Beginning of 12 th Year	\$ 24.06 ^{25.8} 4	\$ 24.54 ^{26.3} 5	\$ 25.03 ^{26.9} 9
Beginning of 16 th Year	\$ 24.19 ^{25.9} 7	\$ 24.67 ^{26.4} 9	\$ 25.16 ^{27.1} 2

- This wage schedule incorporates longevity payments.
- Operators who work a shift consisting of 7 to 9 hours, beginning after ~~1:00~~^{12:30} PM will receive \$0.3~~50~~ per hour premium pay for work performed.
- The increases will occur on the first date of the pay period in which October 1 occurs.
- If during the term of this contract the general municipal employees receive a general wage increase that exceeds the amounts listed in this appendix, the bus operators will receive the additional general wage increase.
- Only employees actively employed on the date of Union ratification of the Agreement will be eligible for any retroactive provisions.

- *07/01/22 Wage Rate Increases

- 0-1040 Hours: 7% increase
- 1041-2080 Hours: 2% increase
- Thereafter through the 3rd year: 2% increase
- Beginning of 4th year: 3.25% increase
- Beginning of 5th year: 3.25% increase
- Beginning of 6th year: 3.20% increase

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APPENDIX B

Health 1265

Members of the Amalgamated Transit Union, Local Division 857, AFL-CIO who carry City sponsored insurance may participate in the City's Health 1265 program for the following periods and will be eligible to receive a reduced premium contribution of 11.5% for the following calendar year if they achieve 1265 points and meet all of the requirements under the City's program.

- January 1, ~~2019-2022~~ - October 31, ~~2022~~²⁰¹⁹ – 11.5% reduced premium contribution for the 2020 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, ~~2023~~²⁰¹⁹ - October 31, ~~2023~~²⁰¹⁹ – 11.5% reduced premium contribution for the 2021 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, ~~2024~~²⁰¹⁹ - October 31, ~~2024~~²⁰¹⁹ – 11.5% reduced premium contribution for the 2022 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.

Upon enrollment in myInertia as part of the Health 1265 program, eligible employees will receive \$55 toward the cost of a fitness tracker and be eligible for the incentives under the program.

AGREEMENT

Between

CITY OF GREEN BAY

And

CITY OF GREEN BAY
AMALGAMATED TRANSIT UNION
LOCAL 857, ATU, AFL-CIO

January 1, 2022 through December 31, 2024

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AGREEMENT

This Agreement made and entered into by and between the City of Green Bay, operating a bus transportation service serving the Green Bay Metropolitan area, party of the first part, hereinafter referred to as the “City” and Amalgamated Transit Union, Local Division 857, party of the second part, hereinafter referred to as the “Union”.

ARTICLE 1 RECOGNITION

- 1.1 The City of Green Bay recognizes representatives of Amalgamated Transit Union Local Division 857, as the collective bargaining representative for all issues specifically addressed in this Agreement for all bus operators.
- 1.2 Dues Deduction:
 - 1.2.1 The City agrees that its employees of the transit department as described in 1.1 may become and remain members of the Union and agrees not to interfere with or prevent, either directly or indirectly, any such employee becoming or continuing as a member of the Union. All employees in the unit may pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee will be required to join the Union, but membership shall be made available to all employees who apply and no employee will be denied membership because of race, color, creed, sex, or handicap. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, sex, or handicap.
 - 1.2.2 The Union will represent all of the employees in the Bargaining Unit, members and non-members, fairly and equally.
 - 1.2.3 The City agrees to deduct the amount of dues authorized by each Union member certified by the Union and pay the amount deducted to the Union on or before the end of the month in which the deduction is made. Payroll deduction of dues will begin with the pay period following receipt by the City of the Union’s written notice authorizing dues deductions for current and/or new employees. The City will not be responsible for retroactively deducting dues for any time prior to receipt of the Union’s written notice.
 - 1.2.4 The Union agrees to hold harmless the City from any disputes between the Employee and the Union regarding dues.
- 1.3 Bus operators who are officers or committee members of the Union will be provided unpaid leave of absence not to exceed 15-total work days in a calendar year for all officers or committee members, unless otherwise agreed to by the parties. Such leave must be

approved in advance by the Transit Director or designee, may be cancelled in the event of unforeseen circumstances, and will not require the rescheduling or modification of the transit schedule. An employee may use available vacation, personal or compensatory time while on leave. The bus operator will suffer no loss of rights or benefits for such absence.

- 1.4 The Union may maintain a bulletin board for their use in the lunchroom. The City retains the right to remove inappropriate and/or outdated materials at its discretion.

As an example, the following types of postings will not be tolerated:

- Commercial solicitation for an outside organization.
- Material that is otherwise in violation of City policy, such as obscene, sexually harassing or libelous materials.
- Political or campaign literature.
- Lotteries, sports pools or similar activities.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The City retains all rights, powers or authority except as modified by this Agreement. The City retains the right to determine and schedule working hours and determine assignments.
- 2.2 The City will have the right at all times during the existence of this Agreement, and subject to provisions herein, to conduct its affairs according to its best judgment and the orders of competent authority, including the power of establishing policy to hire all employees, to dismiss and discipline for just cause, to lay off in accordance with section 7.3 and to determine the methods, means and personnel by which City operations are to be conducted.
- 2.3 The City agrees it will not use these rights to interfere with the employee's rights established by law or by this Agreement.
- 2.4 The City agrees to provide notice to the Union and an opportunity to meet and discuss any anticipated changes to the Bus Operators Policy and Procedure manual prior to implementation.

ARTICLE 3 MEMBER RIGHTS

- 3.1 The City agrees not to discharge or discriminate against any member of the Union because of lawful Union activities or to bargain individually with any member of the Union.

ARTICLE 4 EMPLOYMENT STATUS

- 4.1 Upon resignation by an employee, the City will pay all money due the employee, and upon request, may furnish the employee with a letter of recommendation insofar as circumstances permit.
- 4.2 An employee who is physically and mentally able to work but fails to do so for 3- consecutive work days or more, unless on approved leave or due to circumstances beyond the employee's control, will be considered to have voluntarily resigned from employment.
- 4.3 New employees who do not possess required licenses or certifications prior to the end of probation may be discharged from employment.
- 4.4 All employees who drive a commercial vehicle at any time must have a Commercial Driver's License and the appropriate endorsements required to operate that equipment. Loss or suspension of license and/or endorsements may subject the employee to disciplinary action up to and including discharge.
- 4.5 The City of Green Bay has implemented a Drug and Alcohol policy in accordance with the requirements of State and Federal regulations. Green Bay bus operators will be subject to this policy.

ARTICLE 5 UNION COOPERATION

- 5.1 The Union agrees at all times, as far as it is within its power, to further the interest of the City.

ARTICLE 6 LEAVES

- 6.1 Leaves of absence may be granted at the discretion of the Human Resources Director in accordance with applicable rules, policies and legal requirements.
- 6.2 A bus operator will be given time off with pay when subpoenaed to perform jury duty before a court, public body or commission. Any payment received for jury duty will be retained by the employee and an equivalent amount will be deducted from the employee's gross pay for that period. The employee must submit a copy of the jury duty payment received to the Payroll Department. Reimbursement for expenses incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross pay.

ARTICLE 7 SENIORITY

- 7.1 Seniority Date: Seniority will commence upon an employee's most recent date of hire as a full time regular employee by the City.
- 7.2 Master List: There will be one master seniority list for all employees of the Union. The master seniority list will be maintained and updated on a regular basis, and a copy provided to the Union. Employees starting on the same day will have their starting times varied (as determined by the flip of a coin) so that there will be no ties in terms of seniority.
- 7.3 Lay Off: The City may lay off an employee whenever such action is necessary. In the event of multiple layoffs in the same position/job title within a department, lay off will be based on the inverse order of seniority in that position/job title within the department.

A laid off employee will have rights to recall to the same position from which the employee was laid off for up to 1-year following the lay off. Recall will be based on seniority in that position/job title within the department.

- 7.4 Probation: New employees will be considered probationary employees for the first 12-months or the first 2080 hours of their employment, whichever occurs first. Any employee on probation may be terminated at the sole discretion of the City without any reference to recall or rehire. After new employees have completed probation, they will be considered regular employees.
- 7.5 Seasonal Employees: Seasonal employees are those hired for less than 6-months of employment in any calendar year. Seasonal employees are not represented under this Agreement.
- 7.6 Transfer: A City employee transferring into a bargaining unit position with seniority as described in 7.1 will be eligible to use seniority for route selection as follows:
- 7.6.1 During the first 12-consecutive months of employment under this Agreement, the transferring employee may use their seniority on the Extra-Board.
- 7.6.2 Upon completion of the first 12-consecutive months as described in 7.6.1, the bus operator may use their seniority to bid on a Regular Run during the next regular operator bid time. The employee may continue to use seniority for the Extra-Board while waiting for the Regular Run operator bid.

ARTICLE 8 GRIEVANCE PROCEDURE

- 8.1 Definition: A grievance is defined as a dispute or misunderstanding regarding the interpretation or application of a specific provision of this Agreement.

- 8.2 Procedure: A regular employee represented under this Agreement, may file a grievance in accordance with the following:
- 8.2.1 Prior to filing a written grievance, employees should discuss any problem or complaint with their immediate supervisor to see if settlement is possible. If the problem is not resolved, then the aggrieved party may file a written grievance with the department head, but not later than 10-work days from the date the grievant first became aware of the condition causing the grievance. The department head will respond in writing no later than 10-work days from the date the grievance was received.
 - 8.2.2 If the grievance cannot be settled by the department head or designee, the grievance may be submitted in writing to the Human Resources Director or designee within 10-work days from receiving the department head's decision. The meeting to discuss the grievance will be held at a mutually agreeable time. Following this meeting, the Human Resources Director will respond within 10-work days, in writing.
 - 8.2.3 If the grievant is not satisfied with the Human Resources Director's response, the grievant may file an appeal for a hearing before an impartial hearing officer within 10-work days from receiving the Director's response. The appeal must be put in writing and filed with the Human Resources Department. The impartial hearing officer will be selected from a list of 5-hearing officers provided by the WERC. The Union will strike the first name from the list, the City will strike the second name, the Union will strike the third name, the City will strike the fourth name and the remaining individual will serve as the hearing officer. Any costs for the impartial hearing officer's services will be borne equally by the parties.
 - 8.2.4 The decision of the Hearing Officer concerning any matter referred to it will be final and conclusive upon the employees, the Union, and the City.
- 8.4 Time Limits: All of the time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE 9

DISCIPLINE, SUSPENSION, AND DISCHARGE

- 9.1 The City will not discipline, suspend or discharge any employee without just cause. Suspension or discharge will be in writing with a copy to the Union and to the employee affected.
- 9.2 When an employee is to be disciplined in any manner, including a discussion of the circumstances of accidents, a union representative may be present if the employee so desires.

ARTICLE 10
ALTERNATIVE DUTY

- 10.1 The parties agree to implement the City's Alternative Duty Program in accordance with the City's Personnel Policies and Procedures and as it may be modified by the City.

ARTICLE 11
HOLIDAYS

- 11.1 Following are the recognized paid holidays for bus operators:

- New Year's Day
- ½ Martin Luther King Jr. Day
- ½ Day Friday Before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- ½ Christmas Eve Day
- Christmas Day
- ½ New Year's Eve Day
- 1 floating holiday (in lieu of the Day after Thanksgiving)

- 11.2 Full-time bus operators will be allowed 8-hours for full day holidays and 4-hours for half day holidays at the employee's straight time rate of pay.

ARTICLE 12
VACATIONS

- 12.1 An eligible employee will accumulate vacation leave with pay to a maximum of 240-hours. Generally vacations will not be permitted during an employee's first 6-months of service with the City unless approved by the Supervisor. Vacations will be scheduled to meet the operating requirements of the City, and, as practical, the preferences of employees. Vacation leaves with pay may be used only with the prior approval of the supervisor.

- | | |
|---|-----------|
| • Start through end of 5 th year | 80 hours |
| • 6 th through end of 10 th year | 120 hours |
| • 11 th through end of 15 th year | 136 hours |
| • 16 th through end of 20 th year | 160 hours |
| • 21 st year plus | 200 hours |

- 12.2 A bus operator whose normal workweek run is more than 40-hours may choose to take either 8-hours or the normal scheduled hours for a vacation day or days provided the bus operator has a minimum of 40-hours for the workweek.

- 12.3 Vacation will be appropriately prorated for employees who work less than a calendar year.
- 12.4 An employee cannot carryover more than 240-hours of vacation at the end of the calendar year. Employees who have vacations canceled due to emergency call-ins or illness will be allowed to reschedule such vacation during the first 3-months of the following year or add it to their carryover balance provided that balance remains at or below 240-hours.
- 12.5 Upon separation from City service, an employee will be paid for any unused accumulation of vacation leave.
- 12.6 Employees who are earning more than 200 hours of annual vacation as of March 25, 2011 will be grandfathered and redlined at their current amount of vacation accumulation while employed by the City.
- 12.7 An employee employed prior to March 25, 2011, may during their last three years of employment convert up to 80-hours per year of earned vacation days to an escrow account, said conversion of vacation to be at the current salary at the time of conversion. In addition, at the time an employee separates from City service by eligibility and acceptance to the State Retirement system, the employee may escrow all or a part of their accumulated vacation leave. This provision will not apply to those employees employed after March 25, 2011.
- 12.8 Personal Leave: Regular full time employees will be eligible for 24-hours of personal leave annually. Personal leave must be used during the calendar year earned and may not accumulate from year to year. Personal leave will be scheduled in the same manner as vacation. Personal leave may not be converted to escrow. Personal leave will be appropriately prorated for employees who work less than a calendar year.

ARTICLE 13 SICK LEAVE OR EMERGENCY LEAVE

- 13.1 Accumulation: Each full-time employee of the City will accumulate sick leave at the rate of one day per month for each month of service to a maximum of 1152-hours.
- 13.2 Notification and Verification: Employees who intend to be absent from work due to illness or injury must notify their supervisor prior to the start of the workday. If the absence continues beyond one day, the employee is expected to keep the supervisor informed of his/her condition and anticipated return date. At the employer's discretion, the employee may be required to provide medical verification.

The City reserves the right to have an employee examined by the City's medical professional, at City cost, to determine fitness for duty. The City's right to have employees examined by the City's medical professional does not in any way limit the employee's rights to be treated by a medical professional of their choice.

Nothing in this article will limit the City's right to deem leave taken as leave provided for

under the State or Federal Family Medical Leave Acts.

- 13.3 Use: An employee may use accumulated sick leave for absences necessitated by the employee's injury or illness or an immediate family member's serious illness/injury or hospitalization. For purposes of this article, "immediate family" will mean spouse, parents, stepparent, child, stepchild, guardian, foster child or sibling who lives at home.
- 13.4 Medical Appointments: Employees, when possible, will schedule medical appointments outside of normal working hours. When medical appointments are scheduled during normal working hours, employees will be charged sick leave for actual time lost for the medical appointment. However, employees will not be charged from sick leave for absences from work necessitated by follow-up doctor visits due to workers compensation related injuries or illnesses.
- 13.5 Escrow Account: Employees employed prior to March 25, 2011 who terminate employment by eligibility and acceptance to the State Retirement system will have accumulated sick leave, up to a maximum of 688-hours, placed in an escrow account and used to pay health insurance premiums. This provision will not apply to those employees employed after March 25, 2011.

ARTICLE 14 WORKER'S COMPENSATION

- 14.1 An employee injured on the job will be made whole for the remainder of the working day in which the injury occurred based on medical verification that the employee is unable to perform available work. The injured employee, at his/her option, can make himself/herself whole for the difference between the payment from Worker's Compensation and the regular rate of pay through use of sick leave or vacation for all subsequent days off due to the work related injury as long as the payment does not exceed the normal rate of pay.

ARTICLE 15 FUNERAL LEAVE

- 15.1 Employees will be allowed up to 3-days off with pay for absences necessitated by a death in the employee's immediate family including spouse, parent, stepparent, child, stepchild, foster child, sibling, guardian, ward, parent-in-law, grandchild or grandparent. In circumstances which require an employee to attend a funeral of a member of the immediate family at a travel distance in excess of 300 miles from Green Bay up to 2-additional days may be granted. A request for additional vacation, personal, comp time or other leave time must be communicated to the immediate supervisor as soon as practicable. If a funeral is delayed, or a service is held at a date beyond the limits of this policy, the employee may attend, but will not be paid for more funeral leave days than outlined in this policy. Funeral leave is not provided for dealing with wills or estates.

Employees will be allowed 1-day off with pay to attend the funeral of the spouse's

grandparents or of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse.

- 15.2 In the event of the death of a current co-worker, employees working in the same department and location having a close working relationship and others who worked closely with this individual on a regular basis, in the sole discretion of the department head, may be allowed up to 3 hours of administrative leave for attendance of a local funeral and related event. All others and time beyond this amount will be required to be accounted for by using compensatory time or personal leave or other appropriate accumulated leave with the approval of the Supervisor.

ARTICLE 16 HEALTH AND DENTAL INSURANCE

- 16.1 Selection of any provider for health and dental insurance and determination of coverage and benefit levels will be at the discretion of the City.
- 16.2 Employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.
- 16.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.
- 16.4 Employees regularly scheduled to work less than 37.5 hours per week will have the City's contribution appropriately prorated.
- 16.5 Employees will be entitled to reduce their health insurance premium contribution by 2.5% per year by successfully participating in the Wellness Incentive Program. All Wellness Incentives must be completed in the prior year to receive the 2.5% reduction in the following year.

To receive the health insurance premium reduction, the spouse of an employee must participate in the Wellness Incentive Program. The spouse of an employee will not be required to participate in the Wellness Incentive Program if the spouse has a health risk assessment screening conducted at the spouse's employer, however, the spouse must comply with the age-specific requirements. If the spouse of an employee or an employee with family coverage does not participate in the Wellness Incentive Program, the health insurance premium reduction will be 1.25%.

- 16.6 Employees may participate in the City's Health 1265 program as outlined in Appendix B.
- 16.7 Life Insurance: The City will provide and carry, at no cost to the employee, life insurance for each regular full-time employee in an amount equal to the employee's base salary for all employee's regularly scheduled to work a minimum of 37½ hours per week. Employees will have the option to purchase supplemental life insurance for self, spouse and eligible

dependent(s). Employees will pay all premium costs for the optional supplemental life insurance through payroll deduction.

- 16.8 Fed Med Card: When a Transit driver in the process of obtaining or renewing a Fed Med card is required to undergo additional medical testing specifically due to previous heart history or sleep apnea screening, or is required to purchase and maintain medical devices not otherwise required except for obtaining the Fed Med card, the City will reimburse the employee for actual expenses by depositing up to a maximum of \$200 per year into the employee's Personal Benefit Account (PBA) for out of pocket expenses for such testing and/or purchase and upkeep of required equipment. Out of pocket expense will be determined by the statement from the insurance company. The Transit driver is responsible for requesting the PBA reimbursement and providing appropriate documentation of the expense.

ARTICLE 17 RETIREMENT CONTRIBUTION

- 17.1 Employees are subject to a retirement contribution in an amount equal to one-half of all actuarially required contributions approved by WRS.

ARTICLE 18 WAGES AND RATES

- 18.1 Attached hereto and marked Schedule A is the schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule and the contents hereof will constitute a part of this Agreement.
- 18.2 All members of the bargaining unit will be subject to mandatory direct deposit of their paychecks.
- 18.3 An employee that is called in for work outside of the regular work day will be paid for a minimum of 2-hours pay.
- 18.3.1 If a bus operator is scheduled the day before for a Limited Service piece of work the driver will be paid a minimum of 1½ hours and will not be required to stay for standby unless notified by dispatch. If the bus operator is scheduled on the same day as the Limited Service piece of work the operator will receive a minimum of 2-hours pay.

ARTICLE 19 HOURS OF WORK

- 19.1 The City will establish the hours of work for employees in the bargaining unit.
- 19.2 In accordance with the Fair Labor Standards Act (FLSA) overtime at the rate of 1½ times the employee's regular hourly rate will be paid for all hours actually worked in excess of 40-hours

per week. Vacation, personal days, compensatory time, holiday time, funeral leave and jury duty will be considered actual hours worked for the purposes of determining eligibility for overtime.

- 19.3 Overtime hours are subject to prior supervisory approval.
- 19.4 Employees working holiday hours, in accordance with Article 11, will be eligible to receive double time pay.
- 19.5 Per calendar year, employees may bank up to 80 hours of overtime earned in a compensatory time bank. Employees may request the use of compensatory time off at the rate at which such time is earned.
- 19.6 In the event that compensatory time is not used prior to the end of the calendar year in which it is earned, the employee's compensatory time will be paid out at the employee's current rate of pay.
- 19.7 All benefits covered by this Agreement will be appropriately prorated for employees who work less than fulltime.
- 19.8 Whenever the Transit Department is closed due to a weather emergency, all employees will be required to use vacation, personal day or leave without pay for the day in question. Employees who report to work prior to being notified of the closing will receive a minimum of 2-hours pay. If the department does not close completely, the Transit Director may retain employees for the full shift or send them home prior to the end of the shift and require them to use vacation, personal day or leave without pay. Unless a weather emergency is declared by the Transit Director or designee all employees will be required to report to work.

ARTICLE 20 CLOTHING ALLOWANCE/REIMBURSEMENT

- 20.1 The City will provide the initial compliment of clothing which will include: shirts or polo shirts, turtleneck, trousers, jackets, sweaters, walking shorts, culottes for females, or sweater, and winter parkas or bomber jackets or vests. The City will pay 95% of the cost. Parkas may be purchased by limited service employees at their own expense. Transit patches on uniforms will be turned into the Transit Department when an employee terminates employment. The City will pay \$80, to be included with the first paycheck of each year of this Agreement, to cover the cost of footwear. Shoes will be a solid black or brown. This will be an annual allowance and the footwear will be worn only on the job. Belts will be considered part of the uniform while ties will not be.
- 20.2 Clothing will be replaced by the City as needed. However, no employee will wear any part of the uniform for any reason other than performing their duties as Transit employees. Management will outfit probationary employees as it deems necessary.

20.3 The City will provide the initial compliment of clothing which will include:

- 5 shirts (long or short sleeve or polo shirts)
- 3 trousers
- 1 jacket with liner
- 1 sweater (pullover or cardigan) or
- 3 turtlenecks
- 1 belt
- 2 shorts/culottes (either or)
- 1 parka or bomber jacket or vest

20.4 Shorts will be considered part of the uniform however; they may only be worn from April 15 to October 15. Black or white tennis shoes and laces may also be worn during this period, but will be worn at the employees' expense.

20.5 The City will, upon submission of a receipt, reimburse drivers for half the Commercial Drivers License (CDL) renewal fee.

ARTICLE 21 PICK OF RUNS

21.1 Pick of runs will be held 3-times a year to be effective in January, May and September. The runs will be posted for at least a minimum of 10-calendar days prior to the effective date. There will be a 24-hour time limit (excluding Saturday, Sunday and holidays) for individual operators in seniority order to make their pick of runs in the choice book. If an operator does not pick a run within the allowed time, the operator will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.2 If an operator makes an error in signing for a run, the operator may contact the supervisor and will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.3 If an operator is not going to be available during the time the pick of runs is occurring, the operator may provide their supervisor or union officer with a priority list of run selections however only a supervisor may record the selection on the run bid form.

ARTICLE 22 EXTRA BOARDS

22.1 Whenever practically possible, the City will post the daily extra board worksheet by 1:00 p.m. the day prior to the scheduled work day.

- 22.2 Changes to the assigned work schedule will be made on the dispatcher's copy in the office. Drivers will be notified by the dispatcher of changes made after schedule has been posted.
- 22.3 Selection of the extra board work assignments will be made in rotating seniority order.
- 22.4 When an extra board driver has worked 40-hours by the end of the work day on Friday, any additional Saturday hours will be granted to other drivers on the extra board according to their rotating seniority order.
- 22.5 In the event of an emergency, the City reserves the right to exercise policies as it sees fit.

ARTICLE 23 SEPARABILITY AND SAVINGS CLAUSE

- 23.1 If any Article or Section of this Agreement or of any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination to its validity, the remainder of this Agreement and of any Rider hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.
- 23.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement. Either party will be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE 24 DURATION OF AGREEMENT

- 24.1 This Agreement will become effective as of January 1, 2022 or date of signature if after January 1, 2022, and will remain in force and effect to and including December 31, 2024.
- 24.2 This Agreement and the provisions thereof supersede the previous Collective Bargaining Agreement of the parties and will be in full force and effect until December 31, 2024 and from year to year thereafter unless written notice of termination or amendment or change in the terms thereof is given by either part to the other 90-days prior the expiration of this Agreement or any subsequent anniversary date of this Agreement.

This Agreement was approved on January 7, 2022 by the Transit Union and January 18, 2024 by the City Council.

For the Union

Representative

Representative

For the City of Green Bay

Mayor

Human Resources Director

Transit Director

Attest:

City Clerk

APPENDIX A WAGE RATES

CLASSIFICATION	*Varies 07/01/22	2% 10/1/23	2% 10/1/24
0 – 1040 Hours	\$21.58	\$22.01	\$22.46
1041 - 2080 Hours	\$22.88	\$23.34	\$23.80
Thereafter through the 3rd year	\$25.31	\$25.81	\$26.33
Beginning of 4 th Year	\$25.77	\$26.28	\$26.92
Beginning of 5 th Year	\$25.84	\$26.35	\$26.99
Beginning of 6 th Year	\$25.97	\$26.49	\$27.12

- This wage schedule incorporates longevity payments.
- Operators who work a shift consisting of 7 to 9 hours, beginning after 12:30 PM will receive \$0.35 per hour premium pay for work performed.
- The increases will occur on the first date of the pay period in which October 1 occurs.
- If during the term of this contract the general municipal employees receive a general wage increase that exceeds the amounts listed in this appendix, the bus operators will receive the additional general wage increase.
- Only employees actively employed on the date of Union ratification of the Agreement will be eligible for any retroactive provisions.
- *07/01/22 Wage Rate Increases
 - 0-1040 Hours: 7% increase
 - 1041-2080 Hours: 2% increase
 - Thereafter through the 3rd year: 2% increase
 - Beginning of 4th year: 3.25% increase
 - Beginning of 5th year: 3.25% increase
 - Beginning of 6th year: 3.20% increase

APPENDIX B

Health 1265

Members of the Amalgamated Transit Union, Local Division 857, AFL-CIO who carry City sponsored insurance may participate in the City's Health 1265 program for the following periods and will be eligible to receive a reduced premium contribution of 11.5% for the following calendar year if they achieve 1265 points and meet all of the requirements under the City's program.

- January 1, 2022 - October 31, 2022 – 11.5% reduced premium contribution for the 2020 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2023 - October 31, 2023 – 11.5% reduced premium contribution for the 2021 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2024 - October 31, 2024 – 11.5% reduced premium contribution for the 2022 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.

Upon enrollment in myInertia as part of the Health 1265 program, eligible employees will receive \$55 toward the cost of a fitness tracker and be eligible for the incentives under the program.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 11, 2022

PREPARED BY

AGENDA ITEM # F.1

Police Chief's report on leaves of absence under Article 26 of the City and GBPPA Agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021 Police Training Log - 27.1 Log

<i>Name</i>	<i>Training</i>	<i>Date of Training</i>	<i>Location</i>	<i>Date Submitted</i>	<i>Approved/ Denied</i>	<i>Date</i>	<i>Hours</i>
Johnson, C	Tac Med Instructor	07-07 thru 07-09	NWTC	6/26/2021	Belanger	6/28/2021	25.5
Sleeter, S	ARIDE	09-27,28	NWTC	9/8/2021	Ramos	9/8/2021	17
Harnish, K	IDC	09-13 thru 09-16	NWTC	9/8/2021	Ramos	9/8/2021	34
Harnish, K	ARIDE	09-27,28	NWTC	9/8/2021	Ramos	9/8/2021	17
Allen, Jason	Undercover Mngmnt	09-14 thru 09-16	MKE Sherrif	9/8/2021	Cain	9/8/2021	25.5
Jaeger, E	Financial Inv	10-12 thru 10-14	Online	9/13/2021	Belanger	9/15/2021	25.5
Luberda, M	Echelon Front Leadership	10/29/2021	Las Vegas	10/13/2021	Belanger	10/13/2021	8.5
Obrien, E	Echelon Front Leadership	10/27 thru 10/29	Las Vegas	10/12/2021	Balza	10/15/2021	25.5
Brenteson	ARIDE	12/8/2021	NWTC	9/25/2021	Belanger	9/26/2021	8.5
Brann	SKIDDS	11-4 thru 11-5	Stevens Point	9/22/2021	Ramos	9/25/2021	17

Total hours 204



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 11, 2022

PREPARED BY

AGENDA ITEM # F.2

Update on the GIS Analyst position that was approved in the 2022 budget

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GIS Analyst memo



Human Resources Department
100 North Jefferson Street - Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Joseph Faulds, Human Resources Director
Personnel Committee

From: Jennifer Smits, Human Resources Generalist

Re: Informational Item – GIS Analyst

Date: January 11, 2022

During the 2022 budget process, the City Council approved adding an additional full-time GIS Analyst position to the Department of Public Works' table of organization. The Department of Public Works currently has one full-time GIS Analyst position (Pay Grade I, \$61,089-\$71,843). GIS Analysts perform work related to the design, implementation, configuration and maintenance of DPW's comprehensive Geographic Information System (GIS).

The Human Resources Department has initiated recruitment efforts to fill this position. Budget authorizations allowed for this position to be filled effective January 1, 2022. The projected annual fiscal impact is \$88,967 as detailed below; however, the position is two-thirds funded by sanitary and storm sewer funds.

Category	GIS Analyst (Grade I, Step 4)
Salary	\$61,464
FICA	\$4,702
WRS	\$3,995
Worker's Comp	\$129
Health Insurance	\$17,197
Dental Insurance	\$1,402
Life Insurance	\$78
TOTAL COMPENSATION	\$88,967

CC: Steve Grenier, Public Works Director
Matt Heckenlaible, Utility Manager



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

January 11, 2022

AGENDA ITEM # F.3

Report of routine personnel actions for regular employees.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Personnel Action Report 1.11.2022

**REPORT OF ROUTINE PERSONNEL ACTIONS
FOR REGULAR EMPLOYEES
January 11, 2022**

<u>Position</u>	<u>Department/Division</u>	<u>Name</u>	<u>Date</u>
<u>New Hire</u>			
Programmer Analyst	Police	Cody Jolin	12/6/2021
Patrol Officer Recruit	Police	Tori Reeder	12/20/2021
Parking Maintenance Tech	Public Works	Todd Konitzer	12/13/2021
Temp Tax Collection Help	Admin Services	Terry Hetzel	12/16/2021
Arborist I	Parks, Recreation & Forestry	Jesse Abruzzi	1/5/2022
Truck Driver - Street	Public Works	Curt Ceithamer	1/4/2022
Truck Driver - Street	Public Works	Joseph Stehsel	1/10/2022
<u>Rehire</u>			
Temp Tax Collection Help	Admin Services	Roxanne Boncher	12/13/2021
Temp Tax Collection Help	Admin Services	Constance Brownell	12/13/2021
Temp Tax Collection Help	Admin Services	Karen Schley	12/14/2021
Temp Tax Collection Help	Admin Services	Maura Vazquez	12/16/2021
Seasonal Engineering Aide	Public Works	Dylan Ferron	12/22/2021
Temp Tax Collection Help	Admin Services	Rebecca Derenne	12/24/2021
Temp Tax Collection Lead	Admin Services	Lauren Destiche	12/22/2021
<u>Transfer</u>			
Parking Maintenance Tech Laborer - Sanitation	Public Works	Timothy Kosch	12/6/2021
<u>Reclassification</u>			
Document Center Lead	Admin Services	Erica Kirchen	1/1/2022
HR Operations Manager	Human Resources	Melanie Falk	1/1/2022
HR Director	Human Resources	Joseph Faulds	1/1/2022
<u>Promotion</u>			
Lieutenant EMT-P Captain EMT-P	Fire	James Dequaine	12/17/2021
Firefighter EMT-P Engineer EMT-P	Fire	Michael Tomaso	12/17/2021
Engineer EMT Lieutenant EMT	Fire	Chad Wolf	12/17/2021
<u>Grade/Step Change</u>			
Transit Dispatch	Transit	Kathy Peer	12/12/2021
Captain	Police	Benjamin Allen	12/9/2021
Commander	Police	Kevin Warych	12/23/2021
Captain	Police	Gary Richgels	12/9/2021
HR Generalist	Human Resources	Sarah Fidler	12/17/2021
Maintenance Technician	Transit	Jeremy Myers	1/27/2022
Assistant IT Director	IT	David Wilquet	1/1/2022
Deputy Parks Director	Parks, Recreation & Forestry	James Andersen	1/1/2022
Operator II	Public Works	Andrew Schoenwalder	1/6/2022
Truck Driver - Street	Public Works	Eric Peters	1/4/2022
Laborer - Streets	Public Works	Nicholas Petersen	1/11/2022
Deputy Director	Community and Economic Development	Cheryl Renier-Wigg	12/23/2021
<u>Name Change</u>			
Admin Clerk II	Admin Services	Mary Safranski	9/8/2021
Park Maintenance Worker	Park, Recreation & Forestry	Terri Antonio-Martinez	9/24/2021

End of Employment

Specialist II	Police	Daniel Yantes	12/17/2021
Specialist II	Police	Robert Bourdelais	12/16/2021
Civil Engineer I	Public Works	Katelyn Zelinski	12/30/2021
Park Maintenance Worker	Park, Recreation & Forestry	Adam Frisch	12/8/2021
Captain	Fire	Brian Cairns	12/17/2021
Transit Operator	Transit	John Tebear	12/16/2021
Engineering Technician	Public Works	Paul Plamann	1/4/2022
Civil Engineer I	Public Works	Ryan Pichler	12/28/2021
Administrative Clerk	Public Works	Kacey VanDenPlas	12/28/2021
Operator II	Public Works	Andrew Schoenwalder	1/7/2022
Park Maintenance Worker	Park, Recreation & Forestry	Thomas Schmitt	12/16/2021
Parking Maintenance Tech	Public Works	Julie Boerschinger	12/23/2021
Firefighter	Fire	Shelly Loomis	12/29/2021

Longevity

Engineer EMT-P	Fire	Thomas McKenna	11/6/2021
Engineer EMT-P	Fire	Luke Schuster	11/6/2021
Engineer EMT-P	Fire	Brad Berth	11/6/2021