



AGENDA OF THE PERSONNEL COMMITTEE

TUESDAY, MARCH 12, 2024, 4:30 PM

In person at City Hall, Room 207.

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/86846491807?pwd=K3NJQlNxdXUlcjB2RlR0TWVTUkYkdz09>

Or call in by phone: +1 312 626 6799

Meeting ID: 868 4649 1807

Passcode: 298054

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

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

I. Approval of the Minutes from the February 27, 2024 Personnel Committee meeting.

E. Regular Business.

- I. For consideration with possible action on the request to fill the following position and all subsequent vacancies resulting from internal transfers.**
 - a. Conservation Corps Field Assistant**
- 2. For consideration with possible action to discuss the impact of adjusting review dates for those hired 2017 and earlier who have a December 1 review date.**
- 3. For consideration with possible action on request to approve the 2024 labor agreement between the City of Green Bay and International Union of Operating Engineers, AFL-CIO Local 420, Bus Mechanics**

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.

4. For consideration with possible action on the request from Ald. Wery for an external HR investigation to be initiated regarding the apparent retaliatory disorderly conduct charge filed versus Attorney Janet Angus after she submitted a valid election complaint to the WEC (Wisconsin Elections Commission).

The Committee may convene in closed session pursuant to Section 19.85(1)(f) Wis. Stats., for purposes of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons, which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

The Committee may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

5. For consideration with possible action to amend City of Green Bay Personnel Policy 9.12 Holidays to reflect the practice and discussion from the January 30, 2024 Personnel Committee meeting confirming the removal of the floating holiday in lieu of the day after Thanksgiving for Department of Public Works employees.

F. Informational.

1. Report of Routine Personnel Actions
2. Next Meeting: April 9, 2024

G. Adjournment.

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

- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 12, 2024

PREPARED BY

AGENDA ITEM # E.I

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

a. Conservation Corps Field Assistant

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Personnel Committee Request to Fill Memo
2. Conservation Corps Field Assistant - M.Fritkin 04.26.24

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: March 12, 2024

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2024 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Conservation Corps Field Assistant – Replacement position due to the resignation of Marlee Fritkin effective April 26, 2024. This position is budgeted at \$24.93 – \$28.49 per hour. (Pay Grade F)

**Position Fill Request
Justification Report
March 11, 2024**

Position Title: Conservation Corps Field Assistant (Parks, Recreation, and Forestry)

- 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 Marlee Fritkin effective at the end of the workday on April 26, 2024.

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

Yes, this position is included in the budget. The wage range is \$24.93 – \$28.49 / hourly (Pay Grade F).

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

The Conservation Corps Field Assistant coordinates and manages the daily activities of the Green Bay Conservation Corps crew members. From supervising up to 30 AmeriCorps members to reporting grant objectives; this position combines the application of technical knowledge and supervisory responsibilities necessary for the management, maintenance, and operation of the Green Bay Conservation Corps in compliance with the Federal AmeriCorps grant.

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

This position allows the City of Green Bay to bring in nearly \$370,000 of federal grant dollars annually. Additionally, the impact of this position fulfills permit requirements for stormwater management, maintains all plant beds, controls invasive species, and supervises all AmeriCorps members. To contract out these services would significantly increase the annual budget.

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

With only 2 staff positions responsible for the operations of the Green Bay Conservation Corps, each position has a full slate of daily responsibilities. The Field Assistant is responsible for the supervision of up to 30 AmeriCorps members. To stay within compliance with the Federal grant, this position is needed to accomplish all requirements and responsibly manage AmeriCorps members.

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

This position is currently filled until the date of 4/26/2024. After this date the remaining Conservation Corps staff will absorb as many of these duties as possible until the position is filled. Spring and Summer are the busiest time of the year for the Conservation Corps with the additional summer crew members and increase in field duties. It is important to fill this position in a timely manner as the Conservation Corps Coordinator will have a difficult time dedicating adequate hours during this busy season.

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

The Conservation Corps is responsible for invasive species control across all parks, trails, and greenways. Additionally, the crews are responsible for maintaining all native plantings and stormwater management facilities within the parks system. Not filling this position would significantly decrease the capacity of work the crew would be able to complete leading to unmaintained park facilities. In accordance with the Federal grant, not completing set targets would result in the program falling out of compliance and could jeopardize future funding.

Supervision of all AmeriCorps members would fall on the Conservation Corps Coordinator to complete. This would result in less time spent filling other grant requirements and reduce the opportunity of finding additional funding.

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

There are no other options for accomplishing the supervisory role of this position. As for the reduced maintenance of parks, this could be contracted out to an environmental maintenance company. However, staff would still play a huge role in determining and coordinating these needs, which would still require a large amount of staff time to coordinate and oversee. Contracting out the services would also result in the termination of the Green Bay Conservation Corps as it would be in direct violation with the grant terms. Going this route would end the AmeriCorps program and drastically increase the annual budget to maintain the activities completed by the Conservation Corps.

9. Are there union issues?

No – position is non-union.

10. Other supporting comments.

This position is required to continue running the only municipally run AmeriCorps program in the state of Wisconsin.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 12, 2024

PREPARED BY**AGENDA ITEM # E.2**

For consideration with possible action to discuss the impact of adjusting review dates for those hired 2017 and earlier who have a December 1 review date.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

- I. Personnel Committee Memo - Dec. 1 Performance Review - 3-12-24



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: Personnel Committee

From: Joseph Faulds, Chief of Operations

Re: 2024 Pay Plan – December 1 Review Dates

Date: March 12, 2024

Discussion to move December 1 Employee Performance Reviews

In December 2017 the City created a new pay plan for employees. Part of the implementation process and the placement for the majority of employees on the 2017 pay plan was to have December 1 be the annual review date for them.

The concern brought up throughout the budget discussions and recent Personnel Committee discussions was that these employees will wait until December to receive a performance review and pay increase. The Personnel Committee asked staff to provide the financial impact if those employees would return to their original date of hire for a review date or to have them all placed on an earlier review date.

Many employees with a December 1 review date have already been adjusted to prevent “leapfrogging” or less senior employees receiving a pay increase resulting in higher pay before they would. There now remain approximately 60 employees who do not have the same issue with a less senior employee receiving higher pay before they would, but still have to wait until December 1 for a performance review and pay increase.

The financial impact of moving those 60 employees to their original hire date is approximately \$92,000 and the financial impact of moving those 60 employees to a review date of June 2, 2024 is approximately \$40,000.

If the Personnel Committee approves moving the performance review dates up for these employees, then the staff recommendation is to use the June 2 date for the ease of administratively processing the change. Lastly, staff would ask that this be brought back to the Personnel or Finance Committee in April to determine the funding source.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 12, 2024

PREPARED BY

AGENDA ITEM # E.3

For consideration with possible action on request to approve the 2024 labor agreement between the City of Green Bay and International Union of Operating Engineers, AFL-CIO Local 420, Bus Mechanics

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. Bus Mechanics TA - Personnel Committee
2. Bus Mechanics Wage Cost Out 2024-2026 Contract (I)
3. Bus Mechanics TA (I)

TENTATIVE AGREEMENT

March 12, 2024

Between

City of Green Bay, Wisconsin

And

International Union of Operating Engineers, AFL-CIO, Local 420

Green Bay Metro Bus Mechanics

On February 26, 2024 the City and the Bus Mechanics union reached a tentative agreement for a 3-year contract which is set to expire on December 31, 2026. It is requested that the Personnel Committee recommend approval of the contract contingent upon ratification by the union. Following is a summary of the terms of the contract.

ISSUE	COST
Term of Agreement: 3 Year (January 1, 2024 – December 31, 2026)	
ECONOMIC ISSUES: Wages: 2024 - Implementation of the City's Market Assessment salary plan effective January 1, 2024 including: 1% COLA - Effective January 1, 2024 2% COLA- Effective with the start of the pay period in which April 1, 2024 occurs - Employee step increases 2024 COST	\$61,662
2025 2% COLA - Effective with the start of the pay period in which October 1, 2025 occurs. - Employee step increases 2025 COST	\$15,431
2026 2% COLA - Effective with the start of the pay period in which October 1, 2025 occurs. - Employee step increases 2026 Cost	\$24,267
Increase evening shift premium from \$.25/hour to \$.50/hour	\$6,409 (Over 3 years)
Double time for work performed on a Packer home game Sunday	\$18,100 (Over 3 years)

TOTAL CONTRACT COST:	\$125,869
LANGUAGE MODIFICATIONS: • Article 11.1, Holidays • City will add 2 floating holidays (16 hours) to the existing holiday schedule. • 4 hours will be in lieu of the 4 hours that Bus Mechanic Union employees are required to work on Christmas Eve Day (currently this is a ½ day holiday for them) • 4 hours will be in lieu of the 4 hours that Bus Mechanic Union employees are required to work on New Years' Eve Day (currently this is a ½ day holiday for them) • 8 hours in lieu of Martin Luther King Day • Article 19.1, Hours of Work: Modifying language to reflect current practice of notifying the union of schedule changes prior to implementation • Article 19.3.2 Hours of Work: New Language • Hours worked on a Packer Sunday home game will be paid at double time • Article 19.9 Hours of Work: New Language • Shift selections will be made based on seniority, and shifts will be posted by classification. This language memorializes the current process. • Article 22.1 – Duration • Agree to a 3-year contract (2024, 2025, 2026) • Appendix A – Wages • Increase evening shift premium from \$.30/hour to \$.50/hour • Remove references to night shift premium • Effective 1/1/24, the City agrees to implement the revised wage schedule, as a result of the 2023 market assessment, in the same manner that the plan was implemented for other general municipal employees covered under the City Salary Plan. This Implementation includes leapfrogging adjustments; the 1% COLA effective 1/1/2024 and the 2% COLA effective 4/1/24. • 2% Increase effective the first pay period in which October 1, 2025 occurs • 2% Increase effective the first pay period in which October 1, 2026 occurs • Me Too Language: The City agrees to add Me Too language as follows: • 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 employees covered by this agreement will receive the additional general wage increase. • Electric Vehicles – The City agrees to discuss with the union aspects of new cleaner emissions vehicles when or if they are introduced into the fleet. This language will not be incorporated into the labor agreement.	
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GREEN BAY METRO MECHANIC'S WAGE INCREASE COST OUT		
# of Employees		8
Payroll		\$477,028
Avg Salary		\$52,055
2024 Cost (Includes step placement on revised salary plan; 1% COLA 1/1/24; 2% COLA 4/1/24 and Step Increases		
2023 Wages	\$477,028	
2024 Wages	\$538,690	
Base Salary Cost Increase	\$61,662	
% Increase over Base	12.9%	
2% Increase 10/1/2025		
2024 Wages	\$538,690	
2025 Wages	\$554,121	
Base Salary Cost Increase	\$15,431	
% Increase over Base	2.9%	
2% Increase 10/1/2026		
2025 Cost	\$554,121	
2026 Wages	\$578,388	
Base Salary Cost Increase	\$24,267	
% Increase over Base	4.4%	

** Wages include FICA and Wisconsin Retirement benefit costs

AGREEMENT

Between

CITY OF GREEN BAY

And

CITY OF GREEN BAY

INTERNATIONAL UNION OF OPERATING ENGINEERS,
AFL-CIO, LOCAL 420

BUS MECHANICS

Tentative Agreement

January 1, 2024~~2021~~ through December 31, 2026~~2023~~

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AGREEMENT

This Agreement has been made and entered into between the City of Green Bay, hereinafter referred to as the “City” and Local Union No. 420 of Operating Engineers (AFL-CIO), hereinafter referred to as the “Union”.

ARTICLE 1 RECOGNITION

- 1.1 The City agrees to recognize representatives of the Union, as the exclusive bargaining agent for all issues specifically addressed in this Agreement for employees of the Bus Garage Department of the City through the level of Mechanic.
- 1.2 Dues Deduction:
 - 1.2.1 Membership in the Union is not compulsory. An employee may voluntarily join the Union and maintain membership therein consistent with its constitution and by-laws. 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, religion, age, marital status, family status, national origin, sexual orientation, 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 as dictated by state statute and state and federal law.
 - 1.2.3 Upon written authorization, by the employee that they have voluntarily joined the union and voluntarily request a payroll deduction for such dues, the City agrees to deduct the amount of dues certified by the Union and pay the amount deducted to the Union on or before the end of the month in which deduction is made. Payroll deduction of dues will begin with the pay period following receipt of the employee’s written authorization, the City will not be responsible for retroactively deducting dues for any time prior to receipt of the written authorization.
 - 1.2.4 The Union agrees to hold harmless the City from any disputes between the Employee and the Union regarding dues.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The City retains all rights, powers or authority except as modified by this Agreement. The

City reserves the unilateral right to modify and change any past practices, memorandums of understanding, or policies that are not specifically 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.

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 workdays 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. Bus mechanics 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
LEAVE OF ABSENCE

- 6.1 Leaves of absence will be in accordance with the City's Personnel Policies and Procedures.
- 6.2 Military, Jury Duty and Civil Leave will be in accordance with the City's Personnel Policies and Procedures.

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, as long as the least senior employee does not possess special skills, knowledge and ability for the position.

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 of their employment. 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.

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 15 workdays from the date the grievant first became aware of the condition causing the grievance. The department head will respond in writing no later than 15 workdays 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 15 workdays 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 15 workdays, 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 15 workdays 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 3 hearing officers provided by the WERC. The Union will strike the first name from the list and the City will strike the second 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.
- 8.3 Employee Representation: An employee is entitled to a representative of his/her choice.
- 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 AND DISCHARGE

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

ARTICLE 10 JOB TRANSFERS

- 10.1 Job transfers will be conducted in accordance with the City's Personnel Policies and Procedures and applicable Department procedures.

ARTICLE 11 HOLIDAYS

- 11.1 The following are recognized paid holidays:

- New Year's 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)
- 1 floating holiday (in lieu of the 4 hours that employees are required to work on Christmas Eve Day and New Year's Eve Day, which are full day holidays for general municipal employees)
- 1 floating holiday (in lieu of Martin Luther King Day)

ARTICLE 12 VACATIONS

- 12.1 In accordance with the following schedule, 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 5th year 80 hours
- 6th through end of 10th year 120 hours

- 11th through end of 15th year 136 hours
- 16th through end of 20th year 160 hours
- 21st year plus 200 hours

- 12.2 Vacation will be appropriately prorated for employees who work less than a calendar year.
- 12.3 An employee cannot carryover more than 240 hours of vacation at the end of the calendar year. Employees who have December vacations canceled due to emergency call-ins 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.
- 12.4 Upon separation from City service, an employee will be paid for any unused accumulation of vacation leave.
- 12.5 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.
- 12.6 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.
- 12.7 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, 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, compensatory 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 Humana 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 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 employees regularly scheduled to work a minimum of 37.5 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 deductions. (This provision will be effective starting with the pay period following approval of the contract by both parties).

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 and Schedule B are schedules showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedules 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 workday will be paid for 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 and agrees to provide notice to the Union and an opportunity to meet and discuss schedule changes prior to implementation. ~~when administratively feasible.~~
- 19.2 The City will endeavor to schedule work hours consisting of consecutive workdays and no split shifts unless mutually agreed upon by the City and the Union.
- 19.3 In accordance with the Fair Labor Standards Act (FLSA), non-exempt employees will receive overtime at the rate of 1½ times the employee's regular hourly rate and will be paid for all hours actually worked in excess of 40 hours per week. Vacation, personal days, compensatory time, holiday time, funeral leave, jury duty leave, and paid military leave will be considered actual hours worked for the purpose of determining eligibility for overtime. Overtime hours must be approved by the Supervisor.

19.3.1 Overtime shall be assigned by seniority unless the work falls within 2 hours prior to a qualified employee's regular shift or within 2 hours following the employee's regular shift.

19.3.2 Hours worked on a Packer Sunday home game day will be paid at double time.

19.4 Overtime hours are subject to prior supervisory approval.

19.5 Employees working holiday hours, in accordance with Article 11, will be eligible to receive double time pay.

19.6 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.

19.7 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.

19.8 All benefits covered by this Agreement will be appropriately prorated for employees who work less than fulltime.

19.9 Shift selections will be made based on seniority, and shifts will be posted by classification.

ARTICLE 20 CLOTHING ALLOWANCE

20.1 The City will annually pay each employee \$150 in the last payroll in January for the purchase of approved leather work shoes or safety shoes required by the City. The allowance will be appropriately prorated for a new employee.

20.2 The City will provide back supports as required for lifting.

20.3 The City shall provide the initial complement of clothing, which shall include:

- up to 12 shirts (long or short sleeve)
- up to 6 trousers
- 1 insulated coverall (for mechanics, fueler, janitor/groundskeeper)
- 1 jacket
- 1 winter parka
- 1 Sweater or vest (for Bus Cleaner & Parts Room Asst)

The City will provide an annual allowance of \$35 effective January 1st of each year to each member for work-related clothing not covered by the above.

Clothing will be replaced by the City as needed. Clothing which has been replaced will be turned in to the City. No employee will wear any part of the uniform for any reason other than performing their duties as City employees. The City will outfit probationary employees as it deems necessary.

- 20.4 Where required by the City, employees will be provided with 1 pair of safety glasses per year including prescription glasses. (This does not include the cost of the examination. Glass will be in "regular frames" i.e. W.O.S.) City will replace or repair required safety glasses broken or damaged on the job. Other employees can participate at their own expense.
- 20.5 Each member of the bargaining unit will be offered a rental uniform. A supply of 2 weeks clothing and once a week laundry service will be provided. Uniforms will be provided to members as soon as the procurement process is completed.
- 20.6 The City will, upon submission of a receipt, pay the difference between a regular driver's license and a CDL (including required endorsements) where required by the City.

ARTICLE 21

SEPARABILITY AND SAVINGS CLAUSE

- 21.1 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.
- 21.2 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.
- 21.3 It is understood and agreed that if any Article or portion of this Agreement is in conflict with the Statutes of the State of Wisconsin governing municipalities, such Article or portion will be declared invalid and negotiations will be instituted to adjust such Article or portion.

ARTICLE 22
DURATION OF AGREEMENT

22.1 This Agreement will become effective as of the date of signature and will remain in force and effect to and including December 31, ~~2026~~2023.

This Agreement was approved by both parties on:

For the Union

City of Green Bay

Alex Tetzlaff, Business Manager

Mayor Eric C. Genrich

Tom Vanbeek, Union Steward

Melanie Falk, HR Operations Manager
Attest:

City Clerk

APPENDIX A – Wages

PAY SCHEDULE.

Placement on a step of the pay plan is in accordance with the procedures approved by the City Council.

CLASSIFICATIONS IN ACCORDANCE WITH CITY PAY PLAN	
Pay Grade H ✦ Mechanic	Pay Grade F ✦ Maintenance Technician
Pay Grade E ✦ Maintenance Clerk	Pay Grade D ✦ <u>Transit Service Technician</u> ✦ <u>(Position Retitled) Fueler</u>
	Pay Grade B ✦ <u>Bus Cleaner (Reclassified to Transit Service Technician)</u>

WAGES IN ACCORDANCE WITH CITY PAY PLAN

Effective January 1, 2024

1/1/24 Pay Grades & Pay Schedules									
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range	
H	\$29.42	\$30.29	\$31.15	\$32.02	\$32.89	\$33.74	\$34.61	\$34.62	\$39.80
F		\$24.93	\$25.64	\$26.35	\$27.07	\$27.78	\$28.49	\$28.50	\$32.76
E			\$23.58	\$24.23	\$24.89	\$25.54	\$26.20	\$26.21	\$30.13
D			\$22.20	\$22.82	\$23.43	\$24.05	\$24.66	\$24.67	\$28.36

Effective April 1, 2024 (2% Increase)

4/1/24 Pay Grades & Pay Schedules									
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range	
H	\$30.01	\$30.90	\$31.77	\$32.66	\$33.55	\$34.41	\$35.30	\$35.31	\$40.60
F		\$25.43	\$26.15	\$26.88	\$27.61	\$28.34	\$29.06	\$29.07	\$33.42
E			\$24.05	\$24.71	\$25.39	\$26.05	\$26.72	\$26.73	\$30.73
D			\$22.64	\$23.28	\$23.90	\$24.53	\$25.15	\$25.16	\$28.93

Effective October 1, 2025 (2% Increase)

10/1/25 Pay Grades & Pay Schedules									
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range	
H	\$30.61	\$31.52	\$32.41	\$33.31	\$34.22	\$35.10	\$36.01	\$36.02	\$41.41
F		\$25.94	\$26.67	\$27.42	\$28.16	\$28.91	\$29.64	\$29.65	\$34.09
E			\$24.53	\$25.20	\$25.90	\$26.57	\$27.25	\$27.26	\$31.34
D			\$23.09	\$23.75	\$24.38	\$25.02	\$25.65	\$25.66	\$29.51

Effective October 1, 2026 (2% Increase)

10/1/26 Pay Grades & Pay Schedules									
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range	
H	\$31.22	\$32.15	\$33.06	\$33.98	\$34.90	\$35.80	\$36.73	\$36.74	\$42.24
F		\$26.46	\$27.20	\$27.97	\$28.72	\$29.49	\$30.23	\$30.24	\$34.77
E			\$25.02	\$25.70	\$26.42	\$27.10	\$27.80	\$27.81	\$31.97
D			\$23.55	\$24.23	\$24.87	\$25.52	\$26.16	\$26.17	\$30.10

The 2% increase in April, 2024 will occur on the first date of the pay period in which April 1 occurs.

The 2% increases in 2025 and 2026 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 employees covered by this agreement will receive the additional general wage increase.

Employee step increases will be subject to satisfactory performance in accordance with procedures approved by the City Council.

- a. In addition to the employee's regular wage rate, a shift premium will be paid for work performed in the job classification. The shift premium rates will be:

Evening Shift	25- 50 cents per hour
Night Shift	30 cents per hour
Day Shift	None

- b. The Day Shift is that shift in which 50% or more of the regularly scheduled work hours fall between 7:00 a.m. and 3:00 p.m.
- c. The Evening Shift is that shift in which 50% or more of the regularly scheduled work hours fall between 3:00 p.m. and 11:00 p.m.
- d. ~~The Night Shift is that shift in which 50% or more of the regularly scheduled work hours fall between 11:00 p.m. and 7:00 a.m.~~
- e. Employees who work additional hours outside of their regularly scheduled shift will receive the applicable shift premium in addition to any applicable overtime premium pay on the base rate.
- f. Shift premium will be paid only for the time actually worked.

APPENDIX B

Health 1265

Members of the International Union of Operating Engineers, AFL-CIO, Local 420 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 under the City's program.

- ~~December~~November 1, 202~~30~~41 - October 31, 202~~41~~52 – 11.5% reduced premium contribution for the 202~~52~~63 calendar year if the employee achieves 1265 points under the program.
- November 1, 202~~41~~52 - October 31, 202~~52~~63 – 11.5% reduced premium contribution for the 202~~63~~74 calendar year if the employee achieves 1265 points 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

March 12, 2024

PREPARED BY

AGENDA ITEM # E.4

For consideration with possible action on the request from Ald. Wery for an external HR investigation to be initiated regarding the apparent retaliatory disorderly conduct charge filed versus Attorney Janet Angus after she submitted a valid election complaint to the WEC (Wisconsin Elections Commission).

The Committee may convene in closed session pursuant to Section 19.85(1)(f) Wis. Stats., for purposes of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons, which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

The Committee may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 12, 2024

PREPARED BY

AGENDA ITEM # E.5

For consideration with possible action to amend City of Green Bay Personnel Policy 9.12 Holidays to reflect the practice and discussion from the January 30, 2024 Personnel Committee meeting confirming the removal of the floating holiday in lieu of the day after Thanksgiving for Department of Public Works employees.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CITY OF GREEN BAY PERSONNEL POLICY Chapter 9 - 3-12-2024



CITY OF GREEN BAY PERSONNEL POLICY

Policy Title Hours of Work and Fringe Benefits	Policy Reference Chapter 9
Policy Source Human Resources Department	Legal Review Date March 8, 2024
Personnel Committee Approval March 12, 2024	City Council Approval March 19, 2024

...

9.12 HOLIDAYS

9.12.1 Effective March 1, 2024, the following are recognized paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving*
½ day Friday before Easter	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	
*In lieu of the Day after Thanksgiving — employees represented by the DPW Labor Association will have a floating holiday	

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Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 12, 2024

PREPARED BY

AGENDA ITEM # F.I

Report of Routine Personnel Actions

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Personnel Action Report 3.12.24

REPORT OF ROUTINE PERSONNEL ACTIONS
FOR REGULAR EMPLOYEES
March 12, 2024

<u>Position</u>	<u>Department/Division</u>	<u>Name</u>	<u>Date</u>
<u>New Hire</u>			
Transit Operator	Transit	Sadie Mercier	2/26/2024
Administrative Clerk	Admn Svs	Chanelle Williams	2/26/2024
Dispatcher	Transit	Becky Fleck	3/4/2024
Laborer - Sanitation	DPW	Aaron Kietzmann	3/4/2024
Truck Driver - Streets	DPW	Kegan McLean	3/11/2024
Laborer - Street	DPW	Todd Eriean	4/1/2024
Conservation Corps Crew Member	PRF	Mason Wenzel	3/4/2024
Patrol Officer	PD	Aaron Kopp	3/18/2024
<u>Transfer</u>			
Operator I	DPW	Benjamin LaPlante	2/26/2024
Parking Maintenance Technician	DPW	Stephanie Falk	2/26/2024
Inspections Support Sepcialist	CED	Ali Hearley	2/26/2024
Truck Driver - Streets	DPW	Joerg Schmidt	3/18/2024
<u>Grade/Step Change</u>			
Truck Driver - Sanitation	DPW	Benjamin Cathey	2/8/2024
Arborist I	PRF	Cole Motiff	2/2/2024
Operations Supervisor	Transit	Patrick Schmidt	1/22/2024
Criminalistic Specialist	PD	Baeleigh Andrae	1/1/2024
Criminalistic Specialist	PD	Michelle Czarneski	1/1/2024
Criminalistic Specialist	PD	Kristen McMullen	1/1/2024
Criminalistic Specialist	PD	Kendyl Danelski	1/1/2024
Records Clerk	PD	Diana Strouf	2/15/2024
HR Assistant	HR	Hailey Heath	2/26/2024
Operator II	DPW	Jake LaCount	3/9/2024
Sewer Maintenance Worker	DPW	Reed Rondeau	3/8/2024
Assistant City Attorney	Law	Rachel Maes	2/19/2024
Specialist I	PD	Thomas Buchmann	2/16/2024
Patrol Officer	PD	Paul Linsmeyer	3/12/2024
Custodian I	PD	Kevin Francois	3/2/2024
Parking Maintenance Technician	DPW	Cody Flavion	3/6/2024
Erosion Control Specialist	DPW	Kelli Mincheski	3/1/2024
<u>End of Employment</u>			
F.O.G. Inspector	DPW	Brad Rentmeester	4/1/2024
Park Ranger II	PRF	Paul Leicht	3/18/2024
Administrative Clerk	Admn Svs	Dawn Canadeo	3/1/2024
Signs Operator	DPW	Mike Herlache	4/16/2024
Right of Way Specialist	DPW	Thomas Giese	4/2/2024