



AGENDA OF THE PERSONNEL COMMITTEE

TUESDAY, NOVEMBER 26, 2024, 4:30 PM

In person at City Hall, Room 207.

Immediately following Finance Committee.

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/86846491807?pwd=K3NJQlNxdXUlcjB2RlR0TWVTUkYdz09>

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 October 29, 2024 Personnel Committee meeting.

E. Regular Business.

- I. For consideration with possible action on the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Operator I
 - b. Mechanic
 - c. Homeless Outreach Case Coordinator
 - d. Police and Fire Positions
2. For consideration with possible action to reclassify the Neighborhood Development Specialist and Community Development Specialist positions.

3. For consideration with possible action on the request to approve the 2024 City of Green Bay and City of Green Bay Fire Fighters Local 141, International Association of Fire Fighters AFL-CIO 158 labor agreement

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. Consideration with possible action to amend the City of Green Bay Personnel Policy Chapter 9 regarding hours of work, personal leave, and holidays.

F. Informational.

1. Report of Routine Personnel Actions
2. Next Meeting: December 10, 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

November 26, 2024

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

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

- a. Operator I
- b. Mechanic
- c. Homeless Outreach Case Coordinator
- d. Police and Fire Positions

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

1. Personnel Committee Request to Fill Memo
2. Operator I - R. Schiltz 12.02.24
3. Mechanic - D. Blackmer 11.01.24
4. HOCC Walker 2024
5. 2025 Police & Fire Vacancies

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: November 26, 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.

- Operator I – Replacement position due to the retirement of Rick Schiltz effective December 2, 2024. This position is budgeted at \$25.43 to \$29.06 per hour (Pay Grade F).
- Mechanic – Replacement position due to the end of employment of Damien Blackmer effective November 1, 2024. This position is budgeted at \$30.01 to \$35.30 per hour (Pay Grade H).
- Homeless Outreach Case Coordinator – Replacement position due to the resignation of Megan Walker effective November 15, 2024. This position is budgeted at \$27.36 to \$32.18 per hour (Pay Grade G).
- Patrol Officer and Fire Fighter – Positions approved as part of the 2025 budget

**Position Fill Request
Justification Report
November 5, 2024**

Position Title: Street Section – Operator 1 (Tractor Operator)

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 following the retirement of Rick Schiltz at the end of work day on December 2, 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 currently funded in the DPW-Traffic Division operating budget. The current wage range is \$25.43 to \$29.06 per hour (Pay Grade F).

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

Tractor Operators perform a full range of duties including, but not limited to, removing snow, cutting grass, snow/ice control between winter storms, beam guard rail repair, pavement repair, pothole patching, and general labor assignments related to DPW core functions.

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

This position does not generate revenue for the City. 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 a Tractor Operator position represents a reduction in DPW's ability to provide all Street Section services in a timely manner, notably wintertime snow removal and summertime grass cutting.

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

Duties of vacant positions are assigned to other Street Section employees as needed. When there is a lack of personnel, assignments are prioritized. If staffing is not available, then lower priority assignments are either 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. DPW's biggest concern is keeping up with grass cutting, yard waste collection, and snow removal duties.

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

DPW must 1) provide proper maintenance, care, and safety of City infrastructure, and 2) comply with City ordinance regarding care of grassy areas. The frequency of grass cutting cannot be reduced during the growing season, as DPW-maintained grass is already allowed to grow to the maximum height allowed by ordinance before cutting. One alternative would

be working overtime to maintain the required service, or outsourcing of services. But continued overtime can lead to employee burnout and lower morale. Another alternative would be to reduce City services like 1) increasing the snowfall amount before plowing from 2 inches to 3 inches, and 2) eliminating the curbside yard waste collection program.

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report
November 5, 2024**

Position Title: Mechanic – DPW Operations Division/Motor Equipment 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 due to the end of employment of Damien Blackmer effective November 1, 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 currently funded in the DPW-Operations Division operating budget. The current rate of pay is \$30.01/hour to \$35.30/hour (Pay Grade H).
3. **Please list the functions and any special information regarding this position.**
DPW Mechanics maintain and repair all DPW vehicles and equipment; as well as Parking Division, Planning/Housing Department, and Mayor's Office vehicles. Mechanics also assist other departments with vehicle and equipment repairs when requested.
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 these services out to a private vendor
5. **Please explain why current staff is unable to absorb duties of this position.**
DPW has thirteen (13) Mechanics in its table of organization. Any vacancy adds workload to other Motor Equipment Section staff, which reduces the ability of the section to maintain DPW's preventative maintenance and repair programs at the necessary level. Insufficient Mechanic staffing contributes to extended vehicle and equipment down time. DPW cannot maintain all repair requests at all times with a short staff. Replacement of the Mechanic vacancy is necessary.
6. **If duties of this position are presently being done, how are they done?**
Duties associated with any vacant position are assigned to other employees. If there is a lack of personnel, then assignments are prioritized. Unassigned duties are postponed, not completed, or overtime expenditures are required to complete necessary repairs.
7. **What service would be reduced or eliminated if this position is not filled?**
DPW cannot reduce or eliminate core services. Motor Equipment Section operates as an internal City service agency for DPW, and other departments. Its clients are DPW, Mason Manor, Inspection Department, Mayor's Office, Parking Division, and Police/Fire Departments when requested. If Mechanic positions are eliminated, DPW would first reduce or eliminate services provided to other departments. DPW must maintain its own fleet first.

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

The alternative to not filling Mechanic vacancies is expenditure of overtime to keep up with workload demand. Using overtime could reduce cost to the City *in the short term* by not having to cover fringe benefits of eliminated Mechanic positions. However, regular overtime assignments lead to burnout, low morale, increased worker compensation injuries, and increased absenteeism. Another alternative to eliminating Mechanic positions is privatization, but that typically is a more expensive alternative.

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report
10/31/2024**

Position Title: Homeless Outreach Case Coordinator

- 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**

Megan Walker is resigning on November 15, 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.**

No, this position is grant funded through the HOME-ARP program from HUD.
Wage Range: Pay Grade G, \$27.36-\$32.18 per hour with benefits

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

The Homeless Outreach Case Coordinator position plays a critical role in addressing homelessness within the City of Green Bay by providing direct assistance, support, and resources to individuals experiencing homelessness. This position engages with homeless individuals in a compassionate manner to assess their needs and connect them with appropriate services and resources. The primary objective is to facilitate their transition from homelessness to stable housing and improved quality of life. Many of the homeless individuals these positions will be working with have very complex and acute needs. In addition to working directly with homeless individuals, they will also be working collaboratively with area service providers to assemble the right team of people to best meet the needs of the individuals they are working with.

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

This position does not generate revenue. This position has the potential to reduce expenses by reducing the need for police and EMS interaction with the homeless population being served.

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

Funding was allocated by the RDA to support two positions. Two positions are needed due to the size of the homeless population being served.

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

The duties will temporarily be absorbed by the second Homeless Outreach Case Coordinator until this position is filled.

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

Necessary outreach and service coordination necessary to help house Green Bay's chronic homeless population.

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

There are no alternative methods.

9. Are there union issues?

No

10. Other supporting comments.

N/A



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: Jennifer Smits, Human Resources Generalist

Re: Request to fill Patrol Officer and Fire Fighter vacancies in 2025 that were approved as part of the budget.

Date: November 26, 2024

The Police Department and Fire Department are requesting authorization to fill Patrol Officer and Fire Fighter vacancies in 2025 that were approved as part of the budget.

This request is being made to maintain consistent staffing levels and to limit overtime. When vacancies occur in Patrol Officer or Fire Fighter positions, other Patrol Officers and Fire Fighters are required to staff these vacancies on overtime until the vacancy is filled. Granting approval to fill these vacancies at this time will allow the Human Resources Department to expedite the process as vacancies occur, so that overtime, as a result of vacancies, can be kept to a minimum.

c: Fire Chief Matthew Knott
Police Chief Chris Davis



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

November 26, 2024

PREPARED BY

AGENDA ITEM # E.2

For consideration with possible action to reclassify the Neighborhood Development Specialist and Community Development Specialist positions.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Neighborhood Development Spec & Community Development Spec PC Memo
2. Neighborhood Development Specialist 2024
3. Community Develop Specialist 2024



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
Joseph Faulds, Chief of Operations

From: Jennifer Smits, Human Resources Generalist

Re: Request to restructure two positions in the Department of Community & Economic Development

Date: November 22, 2024

RECOMMENDATION

- I. Human Resources and the Department of Community and Economic Development are requesting the following:
 - A. Reclassify the Neighborhood Development Specialist position from Pay Grade H (\$62,421-\$73,424) to Pay Grade J (\$73,445-\$86,403).
 - B. Reclassify the Community Development Specialist position from Pay Grade I (\$67,954-\$79,934) to Pay Grade H (\$62,421-\$73,424) effective January 4, 2025 and request to fill this position and all subsequent vacancies resulting from internal transfers. This position will be vacant due to a retirement, effective January 3, 2025.

These positions were reviewed by the City's salary plan consultant for appropriate placement in the salary plan.

BACKGROUND

- II. Two positions within the Department of Community & Economic Development have undergone changes that have affected the responsibilities of the positions.
 - A. Neighborhood Development Specialist

The Neighborhood Development Specialist position has taken on supervisory responsibility for the (2) Homeless Outreach Case Coordinator positions which were created earlier this year, as well as the Neighborhood Support Specialist. These positions were previously supervised by the Deputy Development Director; however, they work collaboratively with the Neighborhood Development Specialist. The recommended change in supervision will ensure more cohesive support for the programs and initiatives they serve.

In addition, this position has taken on community planning functions, including the 5-year Consolidated Plan and Annual Action Plan, which had previously been handled by the Community Development Specialist. These functions better align with the responsibilities of the Neighborhood Development Specialist.

B. Community Development Specialist

The Community Development Specialist position will continue to apply for, manage, and administer federal and state grant programs. As a result of new federal requirements, this position will ensure that grant funded projects are compliant with regulations which involves completing environmental reviews and ensuring compliance with Davis-Bacon and historic preservation standards.

Upon retirement of the incumbent in early January, the accounting tasks associated with this position will be absorbed by the Department's Accountant. The financial functions of the Community Development Specialist will be related to the tracking of grant dollars.

As mentioned above, the community planning functions that are currently the responsibility of this position will be redistributed to the Neighborhood Development Specialist position.

FISCAL IMPACT

- III. The Neighborhood Development Specialist and Community Development Specialist positions have no impact on the levy because they are fully funded by CDBG and HOME dollars.

This restructuring results in an annual cost decrease of \$3,046. (See below for details.)

Estimated	Neighborhood Development Specialist Grade H, Step 2	Neighborhood Development Specialist Grade J, Step 1
Salary	\$64,272	\$73,445
FICA	\$4,917	\$5,619
WRS (General)	\$4,178	\$4,774
Worker's Comp	\$135	\$154
Health Insurance	\$17,712	\$17,712
Dental Insurance	\$1,402	\$1,402
Life Insurance	\$82	\$93
TOTAL COMPENSATION	\$92,697	\$103,199

Estimated	Community Development Specialist Grade I, Step 6	Community Development Specialist Grade H, Step 3
Salary	\$77,917	\$66,082
FICA	\$5,961	\$5,055
WRS (General)	\$5,065	\$4,295
Worker's Comp	\$164	\$139
Health Insurance	\$17,712	\$17,712
Dental Insurance	\$1,402	\$1,402
Life Insurance	\$98	\$84
TOTAL COMPENSATION	\$108,318	\$94,770

c: Cheryl Renier-Wigg, Development Director
Matthew Buchanan, Deputy Development Director



JOB DESCRIPTION

City of Green Bay

Position Title	NEIGHBORHOOD DEVELOPMENT SPECIALIST
Department	Community & Economic Development
Reports To	Assistant Deputy Development Director
Position Status	Exempt
Salary Range	Grade JH
Job Summary	Under direction of the Assistant Deputy Director, performs work of moderate difficulty in respect to leads neighborhood and community initiatives, including the management of federal and state resources for affordable housing development, and the develops creates creation , coordinates coordination , and implements implementation of neighborhood programs.
Essential Functions	1) Leads partnership and outreach efforts with neighborhood associations and organizations. Attends various meetings and holds informational events. Produces information and promotional materials. 2) Works cooperatively with department staff to provide relocation, acquisition, disposition and management of residential property in compliance with codes, statutes and other regulations. 3) Manages the planning, development, and implementation of Community Development Block Grant (CDBG) activities, as they pertain to residents in target areas. Creates new ideas for programs. Assists Community Development Specialist in creating and submitting the Develops the Annual Action Plan and the 5-year Consolidated Plan. Serves as back-up to the Coordinates with Community Development Specialist in administering the Federal HUD funding programs. 1) Develops and administers neighborhood-based grant and loan programs. Leads partnership and outreach efforts with neighborhood associations and organizations. Attends various meetings and holds informational events. Produces information and promotional materials. 2) Builds and sustains partnerships with community organizations and providers working to end homelessness and works to create more affordable housing. 5) Oversees the work program of the Homeless Outreach Workers Case Coordinators and the Neighborhood Support Specialist. 6) Performs other duties as assigned.
Knowledge, Skills And Abilities	▪ Considerable knowledge of federal, state and local laws, rules and regulations as they relate to job duties. Knowledge of sensitivity to culturally and racially diverse populations and a variety of socio-economic populations. ▪ Knowledge and skill in the application of principles and practices of community planning. Knowledge and technical skills necessary for community and engagement and grassroots community organization and education. ▪ Considerable skill in public speaking and meeting facilitation. Considerable skill in underwriting and developing affordable housing projects and coordinating housing

May 21, 2020 ~~October 23, 2024~~

	<u>developments.</u> Good skill in preparing clear and concise written and oral reports. <u>Sufficient supervisory skills to effectively supervise assigned staff. Skill in working effectively with people of diverse income, age, and cultural backgrounds.</u> Skill in multi-tasking and handling multiple projects concurrently. Skill in using design software, social medial and electronic communications. ▪ Ability to proficiently utilize a computer and the required software. Ability to communicate effectively both orally and in writing. Ability to establish and maintain effective working relationships with staff, elected officials and the public. Ability to work the required hours of the position.
Minimum Education And Experience	▪ Bachelor's degree in Urban or Regional Planning, Public Administration, Real Estate, Property Management or a related field. ▪ 1-3+ years experience<u>years' experience</u> in the above areas. ▪ Valid driver's license and a good driving record. A combination of equivalent experience and/or education may be considered.
Physical Requirements	Ability to perform the following activities: ▪ Lifting up to 10-20 pounds. ▪ Carrying up to 10-20 pounds. ▪ Frequent standing and sitting. ▪ Ability to focus for long period of time on projects. ▪ Ability to reach, stoop and lift.
The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position. _____ Employee Name (please print) _____ Employee Signature _____ Date	

JOB DESCRIPTION

City of Green Bay

Position Title:	COMMUNITY DEVELOPMENT SPECIALIST
Department:	Planning and Development Community & Economic Development
Reports To:	Neighborhood Development Supervisor Deputy Development Director
Position Status:	Exempt
Salary Range:	Grade <u>H32</u>
Job Summary:	Under the direction of the Deputy Development Director, performs work of moderate difficulty in managing manages and administeringadministers Federal-federal and state grant programs, <u>and supports the City's historic preservation initiatives.</u>
Essential Functions:	•<u>1)</u> Applies for, manages, and administers federal and state grant applications including the federal Community Development Block Grant (<u>CDBG</u>) and HOME programs. •<u>2)</u> Works cooperatively with Neighborhood Development Specialist (Impact) to prepare strategies and plans for various grants; conduct<u>s</u> public hearings as required; develop programs and related contracts/agreements; coordinate<u>s</u> program activities; monitors program, compiles and submits program related reports; manages various program budgets; <u>serves as</u> primary contact with <u>the U.S.</u> Department of Housing & Urban Development (<u>HUD</u>) and other state and federal agencies on program compliance issues; administers IDIS program management data for CDBG and HOME project programs. •<u>3)</u> <u>Conducts environmental reviews and ensures compliance with various federal regulations as required by HUD, including the Davis-Bacon Act.</u> •<u>4)</u> <u>Supports the City's historic preservation initiatives, including compliance with local, state, and federal standards and laws regulating the treatment of historic properties.</u> <u>5)</u> Assists <u>City accounting staff</u> in maintaining financial records for the <u>Green Bay Housing Authority, Brown County Housing Authority, and Redevelopment Authority.</u> Responsibilities include accounts payable, receivable, bank reconciliations, general ledger, and fixed <u>HUD</u> assets. •<u>6)</u> Other duties and special projects as assigned.
Knowledge, Skills And Abilities	▪ Comprehensive knowledge of federal, state and local laws, rules and regulations as they relate to job duties. Comprehensive understanding of IDIS program management software program and federal program accounting methodologies. Considerable knowledge of generally accepted accounting practices and procedures, and Federal Housing and Urban Development accounting regulations. Good knowledge of <u>federal and state regulations on housing, historic preservation, and environmental reviews.</u> • <u>Knowledge and skill in grant administration.</u> Good management and conflict

	resolution skills. Good team skills. Considerable ability to uncover prospective development opportunities for the City. Considerable ability to plan and formulate policy and procedures. Ability to utilize a computer and the required software. Ability to communicate effectively both orally and in writing. Ability to establish and maintain effective working relationships with staff and the public. Ability to work the required hours of the position. May be required to demonstrate minimum competency by successfully passing approved tests.
Minimum Education And Experience	1. ■ Bachelor's degree from an accredited college in Urban Planning, Public Administration or related field. 2. ■ Three <u>1-3 years experience</u> years' experience in administration of state and federal programs is desired. 3. One year accounting related experience preferred. 4. ■ Valid driver's license and good driving record. A combination of equivalent experience and/or education may be considered.
Physical Requirements	Ability to perform the following activities: ☐ <u>☐</u> Lifting up to 20 pounds. ☐ <u>☐</u> Carrying up to 20 pounds. ☐ <u>☐</u> Frequent sitting and standing. ☐ <u>☐</u> Ability to focus on projects for long periods of time. ☐ <u>☐</u> Ability to stoop, reach and lift.
The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position. _____ Employee Name (please print) _____ Date _____ Employee Signature	



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

November 26, 2024

PREPARED BY

AGENDA ITEM # E.3

For consideration with possible action on the request to approve the 2024 City of Green Bay and City of Green Bay Fire Fighters Local 141, International Association of Fire Fighters AFL-CIO 158 labor agreement

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

- I. Final Agreement Tracked Changes - Fire 2024-2026 (2)

AGREEMENT

Between

City of Green Bay

And

City of Green Bay Fire Fighters

Local 141,

International Association of Fire Fighters

AFL-CIO

January 1, ~~2020~~2024 through December 31, ~~2023~~2026

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AGREEMENT

This agreement, made and entered into at Green Bay, Wisconsin, according to the provisions of Section 111.70 and 111.77, Wisconsin Statutes, by and between the City of Green Bay as municipal employer, hereinafter called the "City" and Local 141 of the International Association of Fire Fighters, AFL-CIO, hereinafter called the "Union."

Both parties of this agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship that is to exist between them and enter into an agreement covering rates of pay, hours of work, and conditions of employment as well as procedures for reducing potential conflict.

Whereas, the mutual interests of the parties hereto are recognized by the Agreement for the operation of the Fire Department and the City of Green Bay that will promote efficiency and the best possible fire protection of life and property to all the citizens of the city.

ARTICLE 1 RECOGNITION

- 1.1 The City agrees to recognize representatives of the International Association of Fire Fighters, Local 141, as the bargaining agents in the matter of wages, hours of work, and working conditions for all nonsupervisory firefighters. The City and the Union will inform each other by official letter signed by the Mayor of the City of Green Bay and Local President of the Union as to whom has the power to negotiate.
- 1.2 A new firefighter will be considered a probationary employee for the first 12 months of employment. A firefighter on probation may be terminated at the sole discretion of the City with no rights to recall or rehire.

ARTICLE 2 UNION SECURITY

- 2.1 If any test is made of the legality of this section, all costs and any liabilities accruing from such suit shall be answered by the Union.
- 2.2 The City shall deduct monthly dues and assessments from the wages of such employees as authorized such payroll deductions and forward as indicated on the written authorization form.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The City retains all rights, powers or authority that it has prior to this contract as modified by this contract.
- 3.2 The powers, rights and/or authority herein claimed by the City are not to be exercised in a manner that will undermine the Union or as an attempt to evade the provisions of this agreement or to violate the spirit, intent or purposes of this agreement.

ARTICLE 4
UNION ACTIVITY

4.1 The Union agrees to conduct its business off the job as much as possible. The Union will be allowed to hold its meetings at any fire station. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedure outlined in this agreement and shall not work to prevent certain routine business such as the posting of Union notices and bulletins. Representatives of the Union, local principle officers, and Wage Committee members may conduct Union business including, but not limited to, wage negotiations, Union meetings, grievance handling, etc., during the course of the working day for a reasonable period of time, provided permission is first obtained from the Chief or designee.

4.2 The employer hereby agrees not to deduct such reasonable time from the pay of such officer or member, and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from the pay of the delegated employee representative of the Union. Local 141 agrees that the bargaining committee shall be limited to no more than six members.

ARTICLE 5
GRIEVANCE PROCEDURES AND DISCIPLINARY PROCEEDINGS

5.1 Grievances: A grievance is defined as any complaint involving wages, hours and conditions of employment of members of the bargaining unit. A grievant may be an employee or the Union. Upon the mutual agreement of the parties hereto, grievances involving the same issues may be consolidated in one proceeding. During the initial probationary period as a firefighter, an employee will not have recourse through the grievance and arbitration procedure for disciplinary action and/or dismissal.

5.2 Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, the article and section number of the alleged violation, a clear and concise statement of the grievance, the relief sought, the date the incident or violation took place and the signature of the grievant and the date.

5.3 The Chief of the department may confer with the Union and such employees or other persons deemed appropriate by the Chief before making a determination.

5.4 The days indicated at each step should be considered a maximum. Days shall mean working days Monday through Friday, excluding holidays. The failure of the Union or the aggrieved party to file or appeal the grievance in a timely fashion as provided herein shall be deemed a waiver of the grievance. The party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. The time limits may be extended by mutual consent.

5.5 Steps in the procedure may be waived by mutual agreement of the parties.

5.5.1 Step 1. The grievant or a Union representative on the grievant's behalf, shall have the right to present the grievance in writing to the Chief within 15 working days

after the grievant, or the Union, knew or should have known of the event giving rise to such grievance. Failure to do so represents a waiver of the right to file. The Chief shall furnish the grievant and the Union representative an answer within 5 working days after receiving the grievance.

5.5.2 Step 2. If the grievance is not satisfactorily resolved at the first step, the grievant or the Union representative shall prepare a written grievance and present it to the Human Resources Director within 10 working days of the Chief's Response. The Human Resources Director shall review the grievance and shall respond in writing within 10 working days after receipt of the written grievance.

5.5.3 Step 3. If the grievance is not resolved at the second step, the grievant or the Union representative shall present the written grievance to the Personnel Committee within 5 working days of the Human Resources Director's response. The Personnel Committee shall review the grievance and respond in writing within 5 working days after their decision which shall be made at the next regularly scheduled Personnel Committee meeting. In reaching their decision, the Personnel Committee may hold a fact-finding hearing after having received a written statement of fact and position by each party. The grievant and the Union shall be given a 5 day notice of said hearing.

5.5.4 Step 4. Arbitration

a) If no agreement is reached in step 3, the dispute may be referred to arbitration. The party desiring arbitration shall, within 15 working days of receiving the Personnel Committee decision, petition the Wisconsin Employment Relations Commission for arbitration with a copy of such petition sent to the other party.

b) Costs. The party initiating the grievance shall pay for the administrative costs for initiating arbitration. Any other expense or costs of the arbitration proceeding, including fees of the arbitrator, shall be split equally between the parties. The arbitration hearing shall be conducted in the City of Green Bay at a mutually agreeable time.

c) Decision of the Arbitrator. A decision of the arbitrator shall be limited to the subject matter of the grievance. The arbitrator shall not modify, add to or delete from the express terms of this Agreement. The arbitrator's decision shall be final and binding.

5.6 Disciplinary Proceedings

5.6.1 The City shall not discipline a member of Local 141 without just cause as outlined below.

5.6.2 In the event of such discipline, the employee or the Union may grieve the discipline under the grievance procedure set forth above in this Article, unless the employee exercises the rights available to the employee under Section 62.13, Wis. Stats. In the event the employee exercises said Section 62.13 rights, the Chief shall file charges with the Board only if the employee wishes to proceed under Section

62.13. The employee's sole recourse from the decision of the Board of Police and Fire Commissioners shall be in accordance with the appeal procedures provided in Section 62.13 Wis. Stats.

5.6.3 Determination of Cause. In any grievance of a disciplinary matter under the terms of this Article, the standard to be applied by management and the appellate bodies shall be whether or not there is cause for the discipline given all of the facts and circumstance constituting the grounds for the imposition of discipline or the determination to file charges. Cause shall be determined by applying the following criteria:

- a) Was the employee given advance notice of the possible or probable disciplinary consequences of the employee's conduct or was the conduct for which discipline is proposed to be imposed of such a nature that the employee knew or should have known that it was improper?
- b) Was the conduct upon which discipline is to be imposed reasonably related to the effective and efficient operation of the Fire Department?
- c) Prior to determining to impose discipline, did the Chief, or designee, make an effort to investigate the facts relating to the conduct for which discipline is proposed?
- d) Was the Chief's, or designee's, investigation conducted fairly and objectively?
- e) Did such investigation produce sufficient evidence or proof that the employee was guilty of the conduct for which discipline is proposed?
- f) Has the Chief, or designee, applied a disciplinary penalty without discrimination?
- g) Was the degree of discipline administered in the particular case reasonably related to the seriousness of the employee's proven offense and employee's record of service with the Police or Fire Department?

5.6.4 It is intended by the parties that in the event a grievance is filed pursuant to the Grievance Procedure of this Labor Agreement, the Grievance Procedure in the Labor Agreement shall be the sole and exclusive remedy of the City, the Chief, the Association, and the employee in question, and that no other discipline may be meted out to any employee based upon the subject matter of the grievance in question. In the event that a disciplinary matter is not grieved under the terms and conditions of the Grievance Procedure in the Labor Agreement, the City and the Chief may proceed in the matter of discipline of the employee in question as permitted by law, and the employee in question shall have no recourse to the Grievance Procedure in the Labor Agreement. Discipline of an employee shall only be done according to the terms and conditions of this Agreement; however, the Chief shall have the right to suspend any employee with pay pending the outcome of any grievance filed pursuant to this agreement, or under Section 62.13, Wis. Stats.

5.7 The bargaining unit may appoint representatives of the bargaining unit and shall inform

the City of the names of the individuals so appointed and of any change thereafter made in such appointments. The City shall allow the representatives the necessary time to process grievances during the course of the duty day.

ARTICLE 6 PROMOTIONS

6.1 When a position in the table of organization of the Fire Department is vacated or newly created, employees shall have the right of promotion to these positions on the basis of department seniority providing they have the necessary qualifications and ability as determined by the Chief, in conjunction with L-141 following the Rank Academy who shall follow the process outlined below:

6.1.1 Rank Academy: Rank Academy is defined as a process of selecting qualified candidates for promoted positions through continued education and performance evaluation. Rank Academy curriculum and processes will be developed and agreed upon by the Chief and L-141 Wage Committee. Each promoted rank shall have its own specific curriculum developed for the roles and responsibilities of said rank.

6.1.2 Rank Academy Posting: Rank Academy postings will be awarded to the most senior individual. The posting will close no sooner than 6 months prior to each Rank Academy start date.

6.1.3 Employees shall only qualify for Rank Academy (1) rank above their current department seniority.

6.1.4 All promotions prior to July 1st, 2026, shall follow the promotional process subject to Labor Agreement Jan 1, 2020-Dec. 31, 2023.

6.2 Promotion to Engineer: The position shall be awarded to the most senior individual who has ~~achieved~~ successfully completed Rank Academy consisting of the following elements:

a) a rating of "satisfactory" or above on their most recent performance evaluation;

~~and~~ b) meets the minimum experience requirements outlined in the job description for Engineer; ~~and~~

c) achieves a passing score of 70% or above on the Wisconsin Certified Driver/Operator Pumper and Wisconsin Certified Driver/Operator Aerial exam; ~~and~~

d) has Wisconsin EMT certification;

e) An in-person class is offered twice a year beginning on the 1st full week of May and the 2nd full week of September. Monday through Friday 08:00- 16:30. Employees will be temporarily relieved of line positions for the duration of class and work a Monday through Friday 08:00-16:30 schedule.

f) Pass/Fail test: A written examination, scored on a 100-point scale. A score of 70% is required.

g) Peer Review: A written evaluation form will consist of the following:

- Up to (12) individuals with at least (10) being L-141 members.
- Reviews will be in the form of a survey using a 5-point Likert scale to measure an individual's job performance.
- The Peer Review: The Reviews with the highest and lowest scores for each candidate will be discarded, then the remaining scores shall be averaged to determine a final satisfactory rating of 3 or higher to be eligible for promotion. 1) Far below expectations / 2) Below expectations / 3) Satisfactory / 4) Above expectations / 5) Far above expectations
- A L-141 Wage Committee member shall observe the peer review process.

6.3 Promotion to Lieutenant: The position shall be awarded to the most senior individual who has ~~achieved successfully completed Rank Academy consisting of the following elements:~~

- a) a rating of "satisfactory" or above on their most recent performance evaluation; ~~and~~
- b) a passing score of 70% or above on the Wisconsin Certified Fire Officer I exam; ~~and~~
- c) a rating of "satisfactory" or above in the "assumption of duties" category of their last performance review; ~~and~~
- d) has Wisconsin EMT certification; ~~The written examination will be waived if a candidate has worked at least 1000 hours as a Lieutenant from January 1, 1989 until the date of the posting. Out of grade work shall be documented by the officer in charge of the house at which the work was performed.~~
- e) An in-person class is offered twice a year beginning on the 1st full week of March and the 1st full week of October. Monday through Friday 08:00- 16:30. Employees will be temporarily relieved of line positions for the duration of the class schedule; and
- f) Pass/Fail test: A written examination, scored on a 100-point scale. A score of 70% is required
- g) Peer Review: A written evaluation form will consist of the following:
 - Up to (12) individuals with at least (10) being L-141 members.
 - Reviews will be in the form of a survey using a 5-point Likert scale to measure an individual's job performance.
 - The Peer Review: The Reviews with the highest and lowest scores for each candidate will be discarded, then the remaining scores shall be averaged to determine a final satisfactory rating of 3 or higher to be eligible for promotion. 1) Far below expectations / 2) Below expectations / 3) Satisfactory / 4) Above expectations / 5) Far above expectations
 - A L-141 Wage Committee member shall observe the peer review process.

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6.4 Promotion to Captain. The position shall be awarded to the most senior individual who has ~~achieved successfully completed Rank Academy consisting of the following elements:~~

a) a rating of "satisfactory" or above on their most recent performance evaluation; ~~and~~

~~and~~ b) a passing score of 70% or above on the Wisconsin Certified Fire Officer I exam; ~~and~~

c) a rating of "satisfactory" or above in the "assumption of duties" category of their last performance review.

~~d) Has a Wisconsin EMT certification; The written examination will be waived if a candidate has worked at least 1000 hours as a Captain or higher from January 1, 1989 until the date of the posting. Out of grade work shall be documented by the officer in charge of the house at which the work was performed.~~

~~e) An in-person class is offered twice a year beginning on the 3rd full week of March and the 3rd full week of October. Monday through Friday 08:00- 16:30. Employees will be temporarily relieved of line positions for the duration of the class schedule.~~

~~f) Pass/Fail test: A written examination, scored on a 100-point scale. A score of 70% is required~~

~~g) Peer Review: A written evaluation form will consist of the following:~~

~~· Up to (12) individuals with at least (10) being L-141 members.~~

~~· Reviews will be in the form of a survey using a 5-point Likert scale to measure an individual's job performance.~~

~~· The Peer Review: The Reviews with the highest and lowest scores for each candidate will be discarded, then the remaining scores shall be averaged to determine a final satisfactory rating of 3 or higher to be eligible for promotion. 1) Far below expectations / 2) Below expectations / 3) Satisfactory / 4) Above expectations / 5) Far above expectations~~

~~· A L-141 Wage Committee member shall observe the peer review process.~~

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6.5 All Rank Academy exams shall be objective, job based, and In no case shall the rights and/or powers of management to promote or to transfer be exercised in an unreasonable, arbitrary or discriminatory manner. This shall include management's approach to the performance evaluations. In cases where there is disagreement between an employee and a rater regarding the final evaluation, the employee shall have recourse to the grievance procedure. In grievance arbitrations involving performance evaluation, the arbitrator shall be charged with determining only whether the rater employed the agreed upon evaluation process appropriately. Members who do not satisfactorily complete Rank Academy shall receive a remedial training opportunity in a reasonable

272 amount of time. Remedial training shall include written feedback in the area(s) a member
273 was deemed deficient. Members who complete remedial training satisfactorily will not
274 lose their department seniority.

275 6.6 Employees who sign an appropriate waiver shall not be required to work out of rank
276 except in emergency situations of a temporary nature. Such employees shall have the
277 ability to void the waiver, but shall not be eligible for promotion until 12 months after the
278 waiver is nullified. Unless the employee has had prior satisfactory experience in a
279 promoted line position on the GBMFD, they shall serve a 90-calendar day internship at
280 each rank not served; provided they have satisfactorily completed applicable Rank
281 Academy(s). This internship in a promoted position may begin any time prior to, but no
282 later than September 15 of each year.

283 6.7 Definition of Department Seniority: A person or member's seniority started the minute
284 they first reported to work and runs continuously thereafter provided, however, that
285 personnel who have prior and continuous service with the City before becoming members
286 of the Fire Department shall receive credit for those prior years of service only for the
287 purposes of the rate of earning vacation time (but not in vacation selection) and longevity
288 pay, but such prior service with the City shall in no way be used or credited for any other
289 rights under this labor agreement. The provision for prior service credit shall be read as
290 effective January 1, 1982. Department seniority shall be the primary application with all
291 other applications derived therefrom except as modified herein.

292 6.7.1 Definition of In-House Seniority: In-house seniority is the exercise of department
293 seniority by personnel working in a station for a period of 12 hours or more on any
294 given day. Personnel not regularly assigned to the shift on-duty do not have in-
295 house seniority.

296 6.8 If it occurs that management shall withhold approval of any posting, the Union shall
297 expect and receive an explanation of such withholding. When assignments are made
298 after posting, they shall not be changed unless the needs of the department demand such
299 change, or if the successful applicant can show that their subsequent dissatisfaction is
300 disruptive to work performance.

301 6.9 Members of Local 141 who are promoted to positions outside of the bargaining unit shall
302 be given the opportunity to return to the Union as the least senior employee in the rank
303 from which they were promoted. This option will be available for 90 calendar days from
304 the date of promotion and shall be allowed at either the employee's discretion or by
305 managerial judgment. Employees returning to the Union in this fashion shall recover
306 seniority for purposes of benefits and vacation selection.

307 6.10 The City of Green Bay acknowledges its statutory obligation to negotiate promotional
308 procedures. Such obligation extends to training opportunities if said procedures will have
309 an impact on an employee's promotability.

310 6.11 Employees serving in Fire Prevention or EMS/Fire Training may post ~~for promotion~~ to a
311 promoted line ~~officers~~ position with the following criteria applying:

312 6.11.1 Unless the employee has had prior satisfactory experience ~~as a line officer~~ in a promoted

line position on the GBMFD, they shall serve a 90 calendar day internship ~~as a line lieutenant at each rank not served in~~ during the ~~time year~~ prior to their posting out of the staff position; provided they have satisfactorily completed applicable Rank Academy(s). This internship ~~as a line officer in a promoted position~~ may begin any time prior to, but no later than September 15 of each year.

6.11.2 Upon successful completion of the 90 calendar day internship, the employee shall be eligible to post for a line position through the normal posting procedure for a ranked position which their department seniority would qualify them.

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6.11.3 If the employee does not successfully complete the 90 calendar day internship, they may return to their previously held staff position. They shall also have the right to return to their previously held staff position at any time during the 90 calendar day internship.

6.11.4 The employee is under no obligation to post for any line officer position even though the internship may have been successfully completed.

6.11.5 The employee must complete the applicable rank academy process prior to posting for a promoted line position. If the employee fails to complete Rank Academy, they will return to the rank they qualify for as determined by department seniority.

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6.12 Qualifications for staff positions shall be set by the Chief, and the most senior person who meets those qualifications shall be selected for that position.

6.13 Local 141 and GBMFD Chief Officers agree to an annual review of the Rank Academy curriculum, process, and implementation.

6.14 In the event there are no qualified candidates for a promotion to a line vacancy, the Fire Chief shall have the ability to promote a member to a position no more than one rank above their current rank. Member shall need to pass the Rank Academy for that position within one calendar year in order to maintain the position. If they do not successfully pass the Rank Academy, the member shall return to the rank previously held.

ARTICLE 7 TRANSFERS

7.1 Permanent transfers will be made on the basis of department seniority providing the senior employee has the necessary qualifications and ability as determined by the Chief. The following process will be used to facilitate postings for vacant positions.

7.1.1 ~~Bi~~ Annual Posting Dates

a) Tuesday and Wednesday of the first full week of January each year.

~~b) First Tuesday and Wednesday of June each year (not to conflict with PFFW annual convention).~~

~~c) 1st~~ Day, Tuesday - Captain, Lieutenant, Engineer

~~d) 2nd~~ Day, Wednesday - Fire Fighters

~~e) 3rd~~ Day, Thursday - Fire Fighters (as needed)

f)e) As each vacancy occurs during any posting process, the most senior qualified member will be offered the opportunity to post for that opening.

g)f) All moves will be completed by the end of the month in which it was posted.

h)g) At the conclusion of the shift postings, at least one certified paramedic shall be posted on every shift at stations where an Advanced Life Support (ALS) ambulance is not regularly assigned. This is to ensure that the "paramedic engine" will have the necessary personnel to deliver advanced life support immediately upon the arrival of the fire engine and in advance of the ALS ambulance arrival. A paramedic engine shall be staffed every day in stations without an ALS staffed ambulance.

7.1.2 Methods of Exercising Posting Rights

The transfer process may utilize any of the following options to bid for vacant positions on the posting dates.

- a) In person - by being available at Station #1 on the posting date.
- b) By telephone - calls will be directed to qualified individuals.
- c) By submission of prior written list with selections listed by priority. Said list shall be submitted to the Assistant Chief before 1600 hours on the day preceding the actual posting. A copy of the list with proper signatures shall be retained by the employee.
- d) Any employee not wishing to post for an opening shall notify the Assistant Chief or designee in writing of their intent. Two copies of this form shall be submitted and the employee retaining one signed copy.
- e) For postings other than the annual posting in January or any other department wide posting, individuals shall notify the Assistant Chief in writing if they do wish to be included in the posting. Two copies of this form shall be submitted with the employee retaining one copy.

7.2 Transfers made during the calendar year will not impact a person's selected vacation. If a person moves to another shift, their vacation shall be adjusted to conform to the difference in vacation blocks. Individual vacation days affected by a transfer shall be adjusted to conform to the difference in vacation days or vacated at the discretion of the employee.

7.3 Personnel occupying staff positions, i.e., Fire Prevention, and Fire/EMS Training, shall make a 2-year commitment unless retiring or unless removed for disciplinary reasons or mutually agreed to by the Chief and the employee. These personnel will notify the Fire Chief or designee in writing by December 15th of each year if they intend to post for a line position during the annual posting procedure. Upon receipt of said notice, the Fire Chief shall proceed to post those staff positions within the division prior to a department-wide posting in accordance with labor agreements.

For postings other than the annual posting, personnel occupying staff positions who wish to post for line positions shall notify the Fire Chief of their intent to do so, as soon as they

390 know or should have known of the posting.

391 7.4 The transfer process shall be the primary application with all other applications derived
392 therefrom except as modified herein.

393 ARTICLE 8

394 WORK RULES AND JOB DUTIES

395 8.1 Work Rules. Changes to work rules and standard operating guidelines that affect wages,
396 hours and conditions of employment shall be subject to mutual agreement before
397 becoming effective. Therefore, the parties agree to the following process for
398 recommending, negotiating, approving and implementing S.O.G.'s so identified.

399 1) All drafts of S.O.G.'s shall be submitted to the wage committee.

400 2) Within 10 working days of receipt, Local 141 shall make a demand to bargain those
401 aspects of the draft which represent mandatory subjects of bargaining.

402 3) If there is a dispute over bargainability, then the parties shall immediately seek a
403 Declaratory Ruling from the Wisconsin Employment Relations Commission.

404 4) Within 20 working days of reaching agreement, the Union shall distribute the final
405 draft of the S.O.G. to its members for action by the body at its second scheduled
406 meeting following agreement.

407 5) If negotiations do not yield agreement, then either party may avail itself of statutory
408 impasse resolution procedures.

409 8.2 Upon approval by Local 141, or an award by an examiner from proceedings outlined in
410 8.1(5), the Chief may implement the S.O.G. The employer agrees to negotiate changes in
411 existing work rules or the establishment of new work rules with the Union. They shall be
412 posted for a period of 10 calendar days before becoming effective.

413 8.3 Employees will be notified in writing (email included) of any change in work rules or
414 standard operating guidelines before being subject to discipline. Whenever possible, this
415 notice shall be provided 10 calendar days before the change is effective. The employer
416 and the Union agree that certain Standard Operating Guidelines (S.O.G.'s) involving
417 wages, hours and working conditions must be collectively bargained prior to
418 implementation.

419 8.4 No employee in the firefighting force shall be assigned to any duty which is unrelated to
420 firefighting, fire prevention, or rescue work or to the care and maintenance of firefighting
421 equipment and apparatus, or to the normal cleaning required to maintain the quarters
422 and the area.

423 ARTICLE 9

424 LEAVES OF ABSENCE

425 9.1 The employer may authorize special leaves of absence with or without pay for any period
426 or periods not to exceed 3 calendar months in any one calendar year for the following
427 purpose of training in subjects related to the work of department personnel and which
428 will benefit its employees and the City service.

429 9.2 The Fire Chief may authorize an employee to be absent without pay for personal reasons
430 for a period or periods not to exceed 10 working days in any one calendar year.

431 9.3 The City Personnel Committee, upon recommendation of the Fire Chief, may grant leaves
432 of absence with or without pay in excess of the limitations above for the purpose of
433 attending courses of training at a recognized college or university and for other purposes
434 that are deemed beneficial to the City service.

435 9.4 Maternity leave will be granted according to the Federal and State Family and Medical
436 Leave Laws.

437 ARTICLE 10
438 VOTING TIME

439 10.1 An employee shall be granted time off in order to cast their vote in all primary and general
440 elections.

441 ARTICLE 11
442 MILITARY LEAVE

443 11.1 Personnel of the Fire Department who leave or have left the City service by request of the
444 Federal Government to enter active service in the Armed Forces of the United States and
445 return, shall be entitled to their departmental seniority and the rate of pay and position
446 they would have been entitled to had their service with the Fire Department not been
447 interrupted by service in the Armed Forces. Employees who are members of the National
448 Guard or military reserve shall be granted military leave for any extended tour of duty
449 requested by the federal government, and shall receive during such absence the wage
450 differential between the employee's regular City wages and military wage so that no loss
451 of wages will be suffered for the first ninety (90) calendar days as a result of such military
452 service. Any employee who serves in the Military Reserve or National Guard will be
453 released from duty to attend required training and will only have pay deducted for actual
454 days released from the Department. This paragraph does not apply to an employee
455 drafted into the military consequent to the institution of a federal draft system or to
456 voluntary periods of active duty service. Seniority shall continue accumulation
457 throughout the leave. There shall be no accumulation of paid time off benefits during the
458 leave. Employees on said leave shall have the option to keep City health and dental
459 benefits during the leave, the same as for active employees.

460 ARTICLE 12
461 JURY DUTY

462 12.1 An employee will be given time off with pay when subpoenaed to perform jury duty
463 before a court, public body or commission. Any payment received for jury duty will be
464 retained by the employee and an equivalent amount will be deducted from the
465 employee's gross pay for that period. The employee must submit a copy of the jury duty
466 payment received to the Payroll Department. Reimbursement for expenses incurred (i.e.
467 mileage, meals, parking) will not be deducted from the employee's gross pay.

ARTICLE 13
FUNERAL LEAVE

13.1 Line Personnel

13.1.1 When there is a death in the immediate family of an employee (immediate family being defined as that of employee's spouse, parent, guardian, sister, brother, child, step child, grandchild, grandparent, father-in-law, mother-in-law, or step parents) a maximum of two, 24-hour duty periods of leave will be granted with pay to such employee, if needed. Should such death occur during an employee's vacation, the employee shall receive the additional time off with pay at a time to be mutually agreed upon. Travel time to and from the funeral may be taken in addition to the 2 days referred to with the approval of the Fire Chief and may, at the employee's option, be counted as sick leave or vacation.

13.1.2 When there is a death in the family of an employee (family being defined as spouse's grandparents or a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse) a maximum of one, 24-hour duty period of leave with pay will be granted to such employees, if needed.

13.1.3 All employees who act as pall bearers for any deceased person whose funeral takes place during regular working hours may also be granted time off with pay with the permission of the commanding officer. Permission shall be granted for this service unless an emergency situation exists, and if not detrimental to the job in the opinion of the commanding officer.

13.2 Day Personnel

13.2.1 Whenever a death occurs to a member of the immediate family, the City shall compensate the employee for any time lost from work during the next 3 succeeding days following said death which may include the day of death. Should the funeral be scheduled after the 3 succeeding days following said death, an employee shall be granted a day of funeral leave to attend the funeral. This may be extended to a maximum of 5 days in circumstances which require an employee to attend a funeral of a member of the immediate family at a distance in excess of 300 miles from Green Bay. This must be approved in advance by the Fire Chief. Should such death occur during an employee's vacation, the employee shall receive the additional time off with pay at a time to be mutually agreed upon. Compensation shall be at the regular hourly rate of said employee for a normal work day.

13.2.2 "Immediate family" is defined as wife, husband, father, mother, guardian, sister, brother, child of employee, step child, grandchildren, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse. The City agrees to continue the practice of paying employees the remainder of the day's pay for time lost from work due to the death of individuals defined as immediate family.

13.2.3 All employees who act as pall bearers for any deceased person whose funeral

takes place during regular working hours may also be granted time off with pay with the permission of the commanding officer. Permission shall be granted for this service unless an emergency situation exists, and if not detrimental to the job in the opinion of the commanding officer.

13.3 General

13.3.1 Time for funeral leave shall be taken within 7 calendar days of the date of death or 5 days from the date of the funeral, whichever is later.

ARTICLE 14 SICK LEAVE

14.1 Line and Day Personnel

14.1.1 Line personnel shall accumulate sick leave with pay at the rate of $\frac{3}{4}$'s of a working day for each full month of employment with no limit on accumulation. All day personnel shall accumulate assigned sick leave with pay at the rate of one working day per month with no limit on accumulation. Employees of the Fire Department shall continue to accumulate sick leave whenever listed on the payroll.

14.1.2 In order to be granted sick leave an employee must:

- a) Report the absence request prior to the start of the work day by way of staffing software or telephone. If the employee will not be available at the primary or secondary contact telephone number listed in the staffing software, the employee must contact the Battalion Chief by telephone to provide an alternate number at which they can be reached.
- b) Keep the Battalion Chief or the Assistant Chief informed of the employee's condition and the anticipated date of return to work.
- c) Be legitimately ill or attending to a member of the immediate family who is ill and unable to care for themselves or make other arrangements for care.
 - i) For purposes of this article, "immediate family" shall mean spouse, parent, stepparent, parent-in-law, grandparent, child, step child, foster child, guardian, or sibling.

14.1.3 All sick leave requested is subject to verification. The department head may request reasonable evidence from the employee to achieve verification.

14.1.4 Misuse of sick leave may subject the employee to disciplinary action per the labor agreement. To avoid misuse, management may periodically review amounts of use as well as patterns of use and counsel employees on problem areas.

14.1.5 Employee's will be required to provide a physician's written confirmation of illness or injury and return to normal duty by a City-designated medical provider at the City's expense, or the employee's chosen medical provider at the employee's expense on the date of the illness or injury, ~~at the City's expense~~, if the employee calls in sick the day prior to or the day after or between 2 or more scheduled days off. For the purposes of sick leave certification and approval a scheduled day will include vacation, holiday, shift-trade and FLSA day. Below is a table showing

examples of when a physician's written confirmation will be required.

EXAMPLE 1 – Between 2-scheduled days off:

A-Shift	B-Shift	A-Shift Sick	C-Shift	A-Shift Scheduled Day Off	C-Shift	B-Shift
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EXAMPLE 2 – Prior to 2-scheduled days off:

A-Shift	C-Shift	B-Shift Sick	C-Shift	B-Shift Scheduled Day Off	A-Shift	B-Shift Scheduled Day Off
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EXAMPLE 3 - After 2-scheduled days off:

B-Shift Scheduled Day Off	C-Shift	B-Shift Scheduled Day Off	A-Shift	B-Shift Sick	A-Shift	C-Shift
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14.1.6 Catastrophic Illness: During the period commencing 3 years prior to the employee's normal retirement date as defined by sec. 40.02(42(a)), Wis. Stats., if the employee is injured or ill for more than 50 consecutive calendar days, but less than 6 calendar months, there will be no reduction from the employee's sick leave accumulation. In order to receive this benefit, the employee must have reached (95 days of sick leave for line personnel, 135 days of sick leave for day personnel) at some point in their career. The employee shall perform alternative duty if it is available and the employee is capable of performing same.

14.2 Health Insurance Payment Program (Line and Day Personnel). At the time of retirement, the employee's sick leave to a maximum allowable payout of 95 working days for line personnel and with a 1.42 conversion factor for day personnel shall be placed in an escrow account for purposes of payment of employee's health insurance premiums. The employee may convert earned, unused vacation days to sick leave days during the employee's last 5 years of employment, the number of days not to exceed the dollar amount needed to pay health insurance premiums until age 65. All employees reaching normal retirement or disability prior to attaining such age shall be eligible to continue in the City's health insurance group plan until the age of 65. However, when an employee reaches the age of 65 and the employee's spouse is still under the age of 65, the account can still be used by the spouse to pay health insurance premiums until such time that the spouse reaches age 65 or the total account is expended, whichever occurs first. If funds remain in the employee's escrow account at age 65, these funds may be used to purchase supplemental Medicare insurance from the present health insurance carrier for the employee and spouse until the escrow account is depleted. The City shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the percentage set forth below of the value of any accumulated and unused sick pay standing to the credit of that employee as of that employee's date of retirement:

100% for employees retiring under disability retirement

100% for employees retiring into the State Retirement System

After the amount expended for any employee reaches the limit for such employee, the monthly premiums shall thereafter be paid by the employee.

14.2.1 Surviving spouses, until remarriage, will be eligible to apply the escrowed amount for health insurance premium payment purposes.

14.2.2 Dependent children, in accordance with regular City policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will terminate the eligibility of dependent children for this benefit.

14.2.3 Any funds remaining in the escrow account after the death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert back to the City.

14.2.4 This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all previous sick leave payout programs upon retirement sponsored by the City of Green Bay.

14.2.5 When death of a covered protective service employee occurs either before or after retirement, the estate shall receive the full amount of credit to the escrow account for health insurance purposes of accumulated sick leave not to exceed 95 working days in accordance with the above policy.

14.2.6 An employee who has retired or in case of the employee's death, the spouse has the right to leave the amount credited to the escrow account for "health insurance purposes" until the end of the calendar year in which the individual attains the age of 63. At that time, they shall have to begin using the escrow account for health insurance purposes.

ARTICLE 15 VACATIONS

15.1 Line Personnel

15.1.1 Line personnel shall be granted an annual paid leave governed by the following schedule. The vacation days listed are earned in that year. Vacation days shall be credited on January 1 of each year. No employee shall receive a vacation until they complete one full year of service.

January 1 to April 30	3 days credit
May 1 to August 31	2 days credit
September 1 to December 31	1 day credit
After 1 year	6 days
After 5 years	9 days
After 8 years	12 days
After 11 years	13 days

After 16 years	14 days
After 18 years	16 days
After 20 years	17 days
After 24 years	18 days

15.1.2 Line Personnel Vacation Selection

- a) The first round of vacation selection will take place within the first full 3 day work cycle on each shift following the January posting. The second round of vacation selection will take place during the second 3 day work cycle on each shift, and the third round of vacation selection will take place during the third 3 day work cycle on each shift.

~~b) A maximum of 9 persons will be allowed on vacation on any given work day. No more than 5 of those on vacation on any given day will be officers. The above/below numbers do not include the Battalion Chief. The following table will be utilized for how many members will be allowed off on vacation and do not include the Battalion Chief:~~

~~52-59 Roster Spots: 8 members in the vacation block (5 officers)~~

~~60-66 Roster Spots: 9 members in the vacation block (5 officers)~~

~~67-74 Roster Spots: 10 members in the vacation block (5 officers)~~

~~75-82 Roster Spots: 11 members in the vacation block (6 officers)~~

~~b) 83-90 Roster Spots: 12 members in the vacation block (6 officers)~~

- c) Openings created by transfers or promotions will be filled using the process outlined in 15.1.2(k).
- d) A maximum of 15 vacation days may be carried over from year to year for Line Personnel, 30 days for Day Personnel.
- e) An employee is deemed to be on vacation from the last day worked until the next day the employee is scheduled to work. A refusal by an employee on vacation shall not count as a turn for normal overtime call in. Special events overtime is exempt from the above provisions. In an emergency, all personnel are subject to recall.
- f) During "non-prime time", personnel may pick single days or blocks on a first come/first serve basis. However, they may be bumped by personnel exercising their seniority rights in the "first" and "second" rounds. Personnel will be bumped on a last in, first out basis.
- g) "Prime time" is defined for a shift as the first three day cycle that includes Easter and is for the balance of the calendar year.
- h) In the first round of vacation selection, a person may pick 3 or 6 consecutive days by seniority.
- i) In the second round of vacation selection, a person may pick the balance of the current year's accrued vacation by 3 consecutive duty day blocks by seniority.

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j) In the third round of vacation selection, a person may pick one or more duty days by seniority. These days may be in succession or several different single days.

k) Available Days.

i. Check to make sure that no one transferring onto the shift has a right to those days by virtue of having previously drawn an overlapping block on another shift.

ii. If days are still vacant after (i) above is completed, then said days shall be on a first come/first serve basis.

l) Days vacated due to transfers will not be filled.

15.2 Day Personnel: All day personnel shall follow Schedule B:

After 1 year	13 days
After 5 years	16 days
After 7 years	18 days
After 12 years	24 days
After 15 years	25 days
After 17 years	27 days
After 18 years	28 days
After 19 years	30 days

15.3 General

15.3.1 Preference in vacation time shall be in order of department seniority; however, the vacation schedule may be amended by department's needs caused by an emergency or related nature.

15.3.2 A line employee cannot carry over more than 15 vacation days and staff personnel employees cannot carry over more than 30 vacation days at the end of the calendar year. Employees will be allowed to carry over in excess of the maximum accumulation of vacation days subject to the following:

a) The employee had appropriately scheduled and received approval for the vacation usage.

b) The employee was unable to use the vacation as scheduled due to:

i. An employee injured in the line of duty for which the employee received temporary total disability (TTD) benefits through Worker's Compensation or as a result of a duty-incurred heart or respiratory impairment covered under the State's Presumptive Law.

ii. The vacation day usage was cancelled by the City.

iii. A change in shift results in vacation days originally scheduled as full days of vacation falling on FLSA days.

c) The employee is unable to reschedule any subsequent days off as vacation after learning of the inability to use the scheduled days as vacation due to the

limits placed on the number of employees who can have off on each shift on any given day by the Fire Chief.

- d) The employee is limited to the number of days that can be carried over in excess of the stated maximum accumulation to those days lost to the above-stated reasons.

15.3.3 If an employee or a member of their immediate family (as defined in Article 14) becomes significantly ill or injured (i.e. incapacitated) while the employee is on vacation, sick leave may be substituted for the vacation days, provided there is written confirmation of such illness or injury from a qualified medical provider.

15.3.4 On separation from the City, the employee shall be paid in cash for their accumulation of vacation credits.

15.3.5 Vacation shall be prorated the last year of employment as follows: The annual accumulation shall be divided by 12-months and multiplied by the number of complete months worked.

ARTICLE 16 PERSONAL LEAVE

16.1 Employees shall be eligible for ~~43~~ personal leave days annually. Personal leave days must be used during the calendar year earned. They may not be accumulated. The number of personal leave days shall be prorated for new full-time employees in the initial year of employment and for employees in their final year of employment unless employment is terminated by acceptance to the State Retirement System, disability or death. Employees shall bid personal leave days into the vacation schedule at the time of the annual bidding for vacation. The first ~~43~~ days of scheduled leave taken in a calendar year by members of Local 141, shall be automatically deducted as personal leave days from each member's respective leave account by Fire Department administration.

16.2 New full time employees who are not allowed to utilize personal leave days during their first calendar year of employment will be allowed to carry those days over into their second year of employment. All such personal leave days carried over, plus any personal leave days accrued during the second calendar year of employment, must be utilized by the end of the second calendar year of employment.

ARTICLE 17 HOURS OF WORK

17.1 Line Personnel

17.1.1 Definition of a work day for Line Personnel: The work day consists of a period of 24 consecutive hours commencing at 7:00 a.m.

17.1.2 Definition of a work week for line personnel: The normal work week shall consist of 53-hours with a normal 3 platoon system under the procedure of the California Plan as established January 1, 1968 and modified by the City of Green Bay to comply with the provisions of the Fair Labor Standards Act.

- 719 17.1.3 Overtime worked beyond an average of 53-hours under the modified California
720 Plan will be compensated at the rate of 1½-times the regular hourly rate for line
721 personnel pursuant to the final FLSA regulations.
- 722 a) For overtime computation, holidays, vacation time, sick leave and funeral
723 leave shall be considered as time worked.
- 724 17.1.4 Overtime shall be made available on a rank-for-rank basis under the minimum
725 staffing level. Captains, Lieutenants, Engineers and Fire Fighters shall be
726 considered as individual/separate groups for the purposes of overtime.
- 727 17.1.5 Minimum Call-in Time: Employees will be compensated for a minimum of 4 hours
728 for any call-in time from regular off-duty time with the following exceptions.
- 729 a) Classes, training, physical exams and other non-fire suppression work will be
730 paid for actual hours worked provided that the employee knew or reasonably
731 should have known of the event 7-calendar days in advance.
- 732 b) Employees called in to be interviewed in possible cases of employee discipline
733 will be paid for actual hours worked. Unless an emergency exists, such
734 interviews shall be scheduled during the employee's normal hours of work.
- 735 17.1.6 When persons are offered and accept overtime through the normal rotation
736 process they will serve in the specific position for which they were called.
- 737 17.1.7 Procedure for changing hours: Each employee shall be entitled to change hours
738 of work when they are able to secure another employee to work in their place
739 provided:
- 740 a) Such substitution does not impose any additional costs on the City.
- 741 b) The officer in charge of the house is notified.
- 742 c) The Battalion Chief in charge of the platoon is notified as soon as possible by
743 the officer in charge of the house on the same platoon.
- 744 d) Neither the Fire Department nor the City is held responsible for enforcing any
745 agreement made between employees. It is understood that an employee's
746 first responsibility is to the employee's position with the City.
- 747 e) The trade is made one rank above to one rank below the trader's rank. The
748 person accepting the trade must be able to do the normally assigned job of
749 the person for whom they are working. Paramedics shall be allowed to trade
750 with non-paramedics so long as there is no cost to the City. Also, once a trade
751 has been approved by management it cannot be cancelled by management.
- 752 f) Once approved, a trade shall be deemed to change the regular schedule of the
753 individuals involved in the trade for all purposes except application of the Fair
754 Labor Standards Act. The individual who will be working the trade shall be
755 responsible for reporting the trade to the Battalion Chief. (i.e., staffing
756 software) and shall be responsible for reporting to work on the day traded and
757 be subject to all department regulations and terms of the contract.
- 758 17.1.8 Employees called to testify in court proceedings on incidents arising from work as

a member of the City of Green Bay Fire Department shall be paid a minimum of 4-hours pay for such court appearance. To be eligible for such pay, employees ordered into court shall immediately notify the Chief's office. Determination of job relatedness shall be made at the time of such notification. It is understood that such court pay is generally in addition to the normal work week and shall be paid at the rate determined for such performance. If pay for such appearance is made by a party other than the employer, said pay shall be returned to the City of Green Bay.

17.2 Day Personnel

17.2.1 Definition of a work week: A work week for day personnel shall consist of 37½-hours.

17.2.2 Definition of a car allowance: The previous policy established by the City of Green Bay which is now in effect for members of this bargaining unit is reaffirmed. "Car Allowance will be paid to the Training Captain and EMS Captain." Their allowance will be based on the current City mileage reimbursement schedule.

17.2.3 Minimum Call-in Time: Employees will be compensated for a minimum of 4-hours for any call-in from regular off-duty time with the following exceptions:

- a) Classes, training, physical examinations and other non-fire related work will be paid for actual hours worked provided that the employee knew or reasonably should have known of the event 7-calendar days in advance.
- b) Employees called in to be interviewed in possible cases of employee discipline will be paid for the actual hours worked. Unless an emergency exists, such interviews shall be scheduled during the employee's normal hours of work.
- c) It is understood that to receive the minimum 4-hours call-in, the City has the right to amend the employee's normal work-day schedule to utilize those personnel for the total 4-hours. However, employees may accept the actual overtime hours worked in lieu of the minimum call-in and thus not have their normal schedule altered.

ARTICLE 18 HOLIDAYS

18.1 Line and Shift Personnel

18.1.1 Line and shift personnel shall earn holidays at the same rate as the comparable parity unit in each year. However, these holidays will not be taken and a sum equal to 100% of each employee's monthly payment which includes shift differential, EMS pay and longevity shall be given to each employee in lieu of the normal times off on a holiday.

- a) Day personnel (lieutenants and captains in the Fire Marshal's Office and Training Division) shall receive a day off with pay on the following holidays or

798 agreed upon alternate designated holidays: New Year's Day, Good Friday,
799 Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday
800 after Thanksgiving, Christmas Eve, and Christmas Day. Day personnel will also
801 receive an additional 8-hours of holiday pay at the straight time rate to be paid
802 in the pay period that each holiday occurs.

803 b) Line holiday pay shall be paid by separate equal checks on the first non-payday
804 Friday in May and November of each year.

805 c) Employees first employed during the calendar year and employees
806 terminating employment during the calendar year shall receive holiday pay on
807 a pro rata basis for the actual time employed.

808 ARTICLE 19
809 RATES OF PAY

810 19.1 The pay of employees of the Fire Department occupying classified positions, shall be
811 based on Schedule A attached hereto. The rates of pay listed are on a bi-weekly basis and
812 are based on full-time employment.

813 19.2 When an employee is assigned to work as a battalion chief for a majority of a 12-hour
814 shift, the employee shall receive out of grade pay for the actual hours worked in that
815 classification. When working out of grade as a battalion chief, the employee will receive
816 pay for such time at a rate which is 5% above the employee's hourly base rate. Out of
817 grade documentation shall be maintained by the House Captain.

818 19.3 Employees who sign an appropriate waiver shall not be required to work out of grade
819 except in emergency situations of a temporary nature. Such employees shall have the
820 ability to void such waiver but shall not be eligible for promotion until 12 months after
821 the waiver is nullified.

822 19.4 Members will be compensated for work on specific committees and at a specific wage
823 rate in accordance with Fair Labor Standard Act Section 29 U.S.C. 207(g). A Memorandum
824 of Agreement regarding the same is attached and incorporated by reference as Exhibit A.

825
826
827 ARTICLE 20
828 SHIFT DIFFERENTIAL

829 20.1 Line and Shift Personnel: In lieu of shift differential, line and shift personnel shall receive
830 a one-time \$410 increase to the base salary (\$15.77 added to the bi-weekly pay rate) on
831 January 1, 2020.

ARTICLE 21
CLOTHING ALLOWANCE

21.1 Effective January 1, 2020 the budget of the Fire Department will no longer fund an account known as "Clothing Allowance." Any member who has remaining funds in the Clothing Allowance fund will be paid out by April 1, 2020.

21.2 Newly hired employees of the Green Bay Fire Department shall receive an initial issue of uniform clothing as determined by the Chief. Upon successful completion of the probationary period (one year) they shall receive funds to purchase a dress uniform and their normal yearly allotment.

~~Members shall be paid \$450 per annum on November 1 and may use the funds to purchase uniform clothing.~~ Effective January 1, 202~~5~~2, the members shall receive ~~\$500~~ 18 percent of top firefighter rate per annum on November 1 and may use the funds to purchase uniform clothing. The per annum will be subject to tax deductions and will be WRS eligible.

21.4 The Chief shall have discretion as to the types of clothing that are acceptable to be worn while on duty.

21.5 Safety Glasses. Where required by the City, employees will be provided with one pair of safety glasses per year including prescription glasses. (This does not include the cost of the examination. Glasses will be in "regular frames" i.e. W.O.S.).

21.5.1 The City will replace or repair required prescription safety glasses which are lost, broken, or damaged on the job.

21.5.2 Employees who are not required to wear safety glasses may purchase them through the City.

ARTICLE 22
LONGEVITY

22.1 \$10 per month at the first pay period following the anniversary marking the beginning of the 8th year of service.

22.2 An additional \$10 per month at the first pay period of the 12th year of service.

22.3 An additional \$10 per month at the first pay period following the anniversary marking the beginning of the 16th year of service.

22.4 Maximum longevity payment is \$30 per month.

ARTICLE 23
PENSION

23.1 Employees hired prior to July 1, 2011 will be subject to a retirement contribution in an amount equal to that paid by general municipal employees.

ARTICLE 24
EMERGENCY MEDICAL SERVICE

24.1 Compensation

24.1.1 EMS-Certified personnel shall be compensated according to the following schedule:

- EMT 2.75% of top Fire Fighter Rate
- EMT-P 4.25% of top Fire Fighter Rate

24.1.2 Paramedic pay and eligibility for special events will be based on compliance with SOG 803.01 "Paramedic Skills Retention." Any change to SOG 803.01 "Paramedic Skills Retention" is subject to negotiation per Article 8.

24.1.3 Ride Pay: In addition to the above compensation, there shall be a payment equivalent to 6% of the top firefighter rate per day to those employees who actually serve on the ambulance. Effective January 1, 2025 there shall be a payment equivalent to 9% of the top firefighter rate per day to those employees who actually serve in the ambulance. The ride pay calculation is:

- Daily Rate: Top bi-weekly firefighter pay divided by 106, multiplied by 24-hours, multiplied by 96%. *Calculation* (pay/106x24x96%).
- Hourly Rate: Top bi-weekly firefighter pay divided by 106, multiplied by 24-hours, multiplied by 96%, divided by 24 hours. *Calculation* (pay/106x24x96%/24).

24.2 EMS Staffing

24.2.1 With respect to fulfilling the mission of the City's Emergency Medical Service, it is the understanding of the parties that the Chief determines the needs of the department as well as the qualifications necessary to fill those needs. Management must, however, follow contractual seniority provisions with respect to promotion, transfer or assignment to positions.

24.2.2 All personnel assigned to squads must have at least EMT certification.

24.2.3 Both parties to this working agreement agree that total fire department seniority, as qualified, will be the primary determinant of all assignments, and that therefore paramedic assignments will not inhibit return to line assignments as seniority warrants.

ARTICLE 25
DUTY INCURRED DISABILITY AND PENSION BENEFITS

25.1 Fire Service

25.1.1 An employee injured in the line of duty shall receive full pay while disabled not to exceed 180 calendar days. At the end of the 180 calendar day period, if more time is needed, a request to the Personnel Committee shall be made and the Personnel Committee may grant additional time as they deem necessary.

907 25.1.2 An employee who suffers a duty incurred heart or respiratory impairment or
908 disease shall receive full pay while disabled not to exceed 180 calendar days. At
909 the end of the 180 calendar day period, if more time is needed, a request to the
910 Personnel Committee shall be made and the Personnel Committee may grant
911 additional time as they deem necessary.

912 25.1.3 Employee pensions covered by Section 66.191 or applicable state or federal law
913 shall be figured from an employee's base salary and the following fringe benefits
914 – longevity, clothing allowance, holiday pay, City's contribution to employee's and
915 family's plan of health insurance.

916 25.1.4 Employee's survivors shall receive a pension payment from the City whether
917 employee is actively employed or on pension equal to $\frac{1}{3}$ of the employee's base
918 salary and the following fringe benefits – longevity, clothing allowance, holiday
919 pay, City's contribution to employee's life insurance, and City's contribution to
920 employee's and family's plan of health insurance. There shall be an additional
921 payment of \$15 per month for each of the employee's children under the age of
922 18. This is to clarify Section 66.191 or applicable state or federal law.

923 25.1.5 Employee's survivors shall receive payment for days employee has worked prior
924 to their death along with vacation and holiday pay earned.

925 ARTICLE 26

926 HEALTH AND DENTAL INSURANCE CONTRIBUTIONS

927 26.1 The City will work to incorporate the Health Risk Assessment (HRA) requirements with
928 the annual physical which is required of each firefighter. Employees will pay 12.5% with
929 a 1.25% add on if spouse does not participate in the HRA for health care insurance benefit
930 and the City will pay the remaining premium. The spouse add on will not apply if the City
931 discontinues the HRA program.

932 26.2 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for
933 dental insurance benefits.

934 ARTICLE 27

935 LIFE INSURANCE

936 27.1 The City will provide and carry, at no cost to the employee, life insurance for each fulltime
937 firefighter in an amount equal to the employee's base salary. Employees shall have the
938 option to purchase supplemental life insurance for self, spouse and eligible dependent(s).
939 Employees will pay all premium costs for the optional supplemental life insurance through
940 payroll deduction.

941 ARTICLE 28

942 EDUCATION CREDITS

943 28.1 The City shall reimburse a fire fighter tuition costs and book costs, as defined below, upon

successful completion of approved Fire Science courses. The student must attain a grade of "C" or higher to qualify for reimbursement. Approved Fire Service courses are defined as courses required for a degree (associate, bachelor or masters in Fire Science or related field).

28.2 The reimbursement for tuition shall be 100% at the UWGB rate for undergraduate courses, and 75% at the UWGB rate for graduate courses. Book reimbursement shall be set at a maximum of \$50 per course provided that upon book reimbursement the book is donated to the Fire Department library. The maximum reimbursement for any employee in a calendar year is \$1,200. Effective January 1, 2026 the maximum reimbursement for any employee in a calendar year is \$1,800.

28.3 In addition, the Chief shall retain the right to credit an employee who undertakes courses which would not qualify in this section if the Chief deems the course to be of sufficient benefit to the City. Credit approval must be obtained in advance of course attendance.

ARTICLE 29

LIABILITY AND ACCIDENT INSURANCE

29.1 The City agrees to provide insurance coverage to cover operation of its motor vehicles in the event that claims are made as a result of alleged injury or damage to persons or property which arises from the operation of a City vehicle.

29.2 The City also agrees to provide insurance coverage to cover employees in the event liability or damage claims are made while the employee is performing their duties.

ARTICLE 30

SAVING CLAUSE

30.1 If any article, sentence, or phrase of this contract shall be held, for any reason, to be inoperative, void, or invalid, the validity of the remaining portions of this contract shall not be affected.

ARTICLE 31

AMENDMENT PROVISION

31.1 This agreement is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the City and the union where mutually agreeable. The waiver of any breach, term, or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 32

FIRE MARSHAL OFFICE

32.1 There will be a one year probationary period for personnel assigned to the Fire Marshal Office. Personnel assigned to the Fire Marshal Office will make a 2-year commitment unless retiring or unless removed for disciplinary reasons or mutually agreed to by the Chief and the employee.

32.2 If an employee of the Fire Marshal Office desires reassignment and said reassignment is

984 approved, the employee must remain on the job until a qualified replacement is trained
985 and ready to assume the duties of the position.32.3Fire Marshal Office members are to
986 receive vacation on the Day Personnel vacation schedule according to Article 15, Schedule
987 B of this agreement.

988 32.3 Fire Marshal Office members will receive holiday pay as defined under 18.1.1.

989 32.4 All Fire Marshal Office members will participate in the on-call fire investigation coverage
990 system. The on-call schedule will include each Fire Marshal Office member being assigned
991 for 7-days, starting Monday at 8:00am through the following Monday at 8:00am. Each on-
992 call week will be assigned a code (A-Green, B-Red, C-Yellow, and D-Blue). Each Fire
993 Marshal Office member will be assigned to one of the four codes and be assigned that
994 code for on-call purposes during their tenure in the Fire Marshal Office.

995 32.5 To prevent Fire Marshal Office members from having the same week of on-call every year,
996 the normal rotation will be suspended during the on-call week of each year that includes
997 Easter. At that time the rotation will be offered on a seniority basis, by code, and if
998 necessary filled by inverse seniority. The rotation will then resume based on the
999 employee's code.

1000 32.6 The holidays of Christmas, Thanksgiving, Labor Day, and Memorial Day will each be
1001 assigned to a code group. Each of these holidays will have a 4-day block of on-call
1002 surrounding the holiday. On-call personnel will receive double on-call pay during these 4-
1003 holiday blocks. They will ~~not~~ receive double on-call pay for other listed holidays.

1004 32.7 The Fire Marshal Office member on-call will be called in by fire dispatch or the Chief
1005 Officer.

1006 32.8 The Fire Marshal Office member on-call must be available to respond to the fire scene
1007 when requested within an hour, unless there are extenuating circumstances as
1008 determined by the Chief.

1009 32.9 The Fire Marshal Office member will work normal day hours while on call except for
1010 contractual Holidays.

1011 32.10 A Fire Marshall Office member may be able to flex his or her hours of work to provide a
1012 mutual benefit to the employee and employer. At times the flex schedule may not be
1013 approved due to the needs of the Green Bay Metro Fire Department, however, in many
1014 cases the flex schedules will allow the employee to have flexibility throughout the 37.75
1015 hour workweek. The following are the rules for a Fire Marshal to flex his or her schedule:~~in~~
1016 ~~accordance with the Memorandum of Understanding attached and incorporated by~~
1017 ~~reference as Exhibit B.~~

1018 32.10.1 The hours of the flex schedule shall be flexed only between the hours of
1019 0700 and 1900 Monday thru Friday.

1020 a. Once the schedule has been approved for the week, any hours that may
1021 occur due to a fire investigation shall be considered overtime.

1022 b. Any time outside these hours shall be overtime hours for the purposes
1023 of payroll.

1024 32.10.2 In some cases (example: fire prevention week) the employee may go over
1025 the 37.75 hours and have the choice to flex those hours in the two week pay period or
1026 receive preapproved overtime pay.

1027
1028 32.10.3 The employee shall submit their flex schedule to the Fire Chief or designee
1029 by the Tuesday prior to the upcoming week to be worked.

1030
1031 32.10.4 The Fire Chief or designee shall review the schedule and approve or deny
1032 the request of the schedule by the end of the workday on the Thursday of the week
1033 submitted. If the Chief or designee does not reply by the end of the day on Thursday, then
1034 the submitted schedule shall be approved.

1035
1036 32.10.5 If the employee does not submit a flex schedule by the end of the work
1037 day on Tuesday, then the employee's schedule shall be 0800 – 0400 with a 30 minute
1038 unpaid lunch.

1039 32.11 The Fire Marshal Office member will be compensated for time on-call at .001 of the Top
1040 Fire Fighter bi-weekly rate per hour on-call. On-call pay will not be paid during regular
1041 scheduled work hours. When called in to investigate a fire the Fire Marshal Office member
1042 will receive their regular rate of pay and will not simultaneously receive regular and on-
1043 call pay. Hours worked in excess of the Fire Marshal Office member's workday approved
1044 by the Chief or designee will be compensated at 1-½ times the regular rate. The on-call
1045 Fire Marshal Office member may receive phone calls from the on-duty Battalion Chief
1046 seeking guidance or clarification on an incident. These phone inquiries will be considered
1047 as compensated by the on-call pay stipend.

1048 32.12 During periods of work when not on-call, Fire Marshal Office members will be able to
1049 utilize vacation and the flex schedule as approved by the Chief. Two people shall be
1050 allowed off on vacation in a work week. Vacation selection shall be as follows:

1051 → First round selection shall occur the second Monday in the month of January. Picks
1052 shall occur by division seniority. During first round picks up to 3-weeks may be
1053 selected, all picks must be full weeks. Full week blocks may not be removed once
1054 selected.

1055 → Second round selection shall occur the third Monday in the month of January. Up to
1056 10-individual days may be selected

1057 → Third round selection shall occur the fourth Monday in the month of January. Any
1058 remaining days available may be selected.

1059 → Any open vacation days left after vacation picks may be selected on a first come first
1060 served basis.

1061 → The Fire Marshal Office member selecting vacation must find coverage during a Fire
1062 Marshal Office member's on call schedule

1063 32.13 The Fire Marshal Office member on-call is not eligible to work Packer and 4th of July
1064 overtime during the time they are on-call.

1065 32.14 As approved by the Chief, the Fire Marshal Office member investigating the fire scene
1066 may be approved to use a reasonable amount of overtime to complete the fire report.

1067 32.15 Any long term opening (i.e., medical) on the on-call fire investigation schedule will first be
1068 offered to Fire Marshal division personnel. If unable to fill the open on-call block it will
1069 then be offered to in-line firefighters who have fire investigation training by seniority. Any
1070 in-line fighter who assumes the on-call block of the long term opening will receive the on-
1071 call pay.

1072 32.16 Each Fire Marshal Office member will be entitled to change their hours of on-call when
1073 they can secure another Fire Marshal Office member or in-line firefighter with fire
1074 investigation training to be on-call with prior approval of the Fire Marshal Captain and
1075 Fire Chief provided that:

1076 → Such substitution does not impose any additional cost to the City.

1077 → Substituting employee would receive pay for on-call hours worked per the
1078 Department's staffing software. Fire Chief, Fire Marshal Captain, and on-duty
1079 Battalion Chief will be notified in writing of change in on-call hours.

1080 → Neither the City, nor the Fire Department is responsible for enforcing any agreement
1081 made between employees. It is understood an employee's first responsibly is to the
1082 employee's position with the City and the Department.

1083 32.17 Officers in the Fire Marshal Office having IAAI-Fit (International Association of Arson
1084 Investigators Fire Investigation Technician Certification) and Wisconsin Fire Detection,
1085 Prevention & Suppression Inspectors License shall receive compensation equal to 24.1.3
1086 daily rate of line personnel. An Officer in the position of Lt. PIO having NFA Youth Fire
1087 Seaters Certification and CPS (Child Passenger Safety Certification) shall receive
1088 compensation equal to 24.1.3 daily rate of line personnel.

1089 ARTICLE 33
1090 MISCELLANEOUS

1091 33.1 In the event federal or state legislation is enacted concerning pay for overtime which
1092 would result in the City paying members of the Bargaining Unit overtime pay for the
1093 normal work week or day as set forth in this agreement, the work week and day as set
1094 shall be renegotiable.

1095 33.2 To provide the Fire personnel needed at special events (including without limitation by
1096 enumeration, the 4th of July, Art Street, etc), a list shall be posted by the department
1097 administration. This list shall ask for volunteers to work the event. Those who volunteer
1098 will be called out by seniority with qualifications. "Special events" shall include Packers
1099 football games; payment for the Packers football games shall be at the double time (2x)
1100 rate.

1101 33.2.1 If there are insufficient volunteers to meet the needs, the department will direct

1102 employees to work at the events inversely by seniority as qualified. A further
1103 stipulation shall apply as regards the calling to work of non-volunteers by inverse
1104 seniority as qualified and that shall be: As an employee is ordered to work because
1105 of their position in seniority shall after such work be eliminated from the eligibility
1106 list or directed call-in at subsequent events in that calendar year. However both
1107 parties understand that the major determinant of call-in is departmental need at
1108 the events and notwithstanding the waiver given above regarding a person who
1109 has already worked a game by non-volunteer call-in, that person can be called in
1110 again if no qualified person is available.

1111 33.3 The employer and Union agree that the recent transfer of the City Health Department to
1112 Brown County will not impact our delivery of occupational health services to members of
1113 Local 141. The individuals or agencies providing those services may change, but the City
1114 agrees that those changes will have no impact on the health and safety of members of
1115 Local 141.

1116 33.4 It is agreed and understood that the City's third party administrator for health and dental
1117 insurance has drafted a new booklet to address recent changes in the insurance industry.
1118 This memorandum will serve as the City's guarantee that the level of benefits enjoyed by
1119 members of Local 141 has not changed as a result of the TPA's amendment. The only
1120 coverage changes in the booklet will be those that have been negotiated and agreed
1121 upon.

1122 33.5 It is agreed that off-duty Fire Department employees, unless ordered to act by a superior
1123 officer of the Fire Department, are under no duty to take action when faced with an
1124 emergency. Any employee, while on duty, may however, respond to an emergency as a
1125 private individual. While on duty, the authority granted in Section 213.095, Wis. Stats.
1126 shall apply as provided therein. Employees who have the opportunity to respond to an
1127 emergency while off duty, and who don't, will not be held accountable for such decision
1128 and, therefore, there can be no discipline for such decision and inaction.

1129 33.6 If a member submits a letter of resignation or retirement, and does not return to work
1130 before what would have been their next scheduled day of work, they shall return as the
1131 least senior member of the department.

1132 ARTICLE 34
1133 DRUG TESTING

1134 34.1 Purpose. The purpose of this policy is to provide all fire service employees with notice of
1135 the provisions for the department drug testing program.

1136 34.2 Discussion. It is the policy of this department that the critical mission of the fire service
1137 justifies maintenance of a drug-free work environment through the use of a reasonable
1138 employee drug testing program.

1139 The fire fighting profession has several uniquely compelling interests that justify the use
1140 of employee drug testing. The public has a right to expect that those who are sworn to
1141 protect them are, at all times, both physically and mentally prepared to assume these

1142 duties. There is sufficient evidence to conclude that the use of controlled substances and
1143 other forms of drug abuse will seriously impair an employee's physical and mental health
1144 and thus job performance.

1145 Where fire service officers participate in illegal drug use and drug activity, the integrity of
1146 the profession and public confidence in that integrity are destroyed. This confidence is
1147 further eroded by the potential for corruption created by drug use.

1148 Therefore, in order to ensure the integrity of the department and to preserve public trust
1149 and confidence in a fit and drug-free fire fighting profession, this department shall
1150 implement a drug testing program to detect prohibited drug use by sworn employees.

1151 34.3 Definitions

1152 34.3.1 Sworn Employee – Those employees who have been formally vested with full fire
1153 service powers and authority.

1154 34.3.2 Drug Test – The compulsory production and submission of urine by an employee,
1155 in accordance with departmental procedures, for chemical analysis to detect
1156 prohibited drug usage.

1157 34.3.3 Reasonable Suspicion – Reasonable suspicion is the quantum of knowledge
1158 sufficient to induce an ordinary prudent and cautious person to believe that an
1159 individual is using or under the influence of drugs or other controlled substances.

1160 34.3.4 Probationary Employee – For the purpose of this policy only, a probationary
1161 employee shall be considered to be any person who is conditionally employed
1162 with the department as a sworn employee.

1163 34.4 Procedures

1164 34.4.1 Prohibited Activity. The following rules shall apply to all applicants, probationary
1165 and sworn employees, while on and off duty:

- 1166 a) No employee shall illegally possess any controlled substance.
- 1167 b) No employee shall ingest any controlled or other dangerous substance, unless
1168 as prescribed by a licensed medical practitioner.
- 1169 c) Any employee who unintentionally ingests, or is made to ingest, a controlled
1170 substance shall immediately report the incident to their Battalion Chief so that
1171 appropriate medical steps may be taken to ensure the employee's health and
1172 safety.
- 1173 d) Any employee, having a reasonable basis to believe that another employee is
1174 illegally using, or is in possession of any controlled substance, shall
1175 immediately report the facts and circumstances to the Battalion Chief on the
1176 shift. Training shall be provided on identification and handling of such
1177 situations.
- 1178 e) Discipline of sworn employees for violation of this policy shall be in accordance
1179 with the due process rights provided in the department's discipline and
1180 grievance procedures.

1181 34.4.2 Probationary Employee Drug Testing

- 1182 a) All probationary employees shall be required, as a condition of employment,
1183 to participate in unannounced drug tests prior to the completion of the
1184 probationary period. The frequency and timing of such testing shall be
1185 determined by the Chief or designee, and shall not exceed two tests during
1186 the probationary period.

1187 34.4.3 Employee Drug Testing. Sworn employees will be required to take drug tests as a
1188 condition of continued employment in order to ascertain prohibited drug use as
1189 provided below:

- 1190 a) All sworn employees shall be required to submit to a drug test prior to January
1191 1, 1993, provided they are notified of such test at least 30 days in advance.
1192 Employees receiving inpatient treatment for a dependency problem at the
1193 time of the mass testing shall not be tested.
- 1194 b) A non-union supervisor may order an employee to take a drug test upon
1195 documented reasonable suspicion that the employee is or has been using
1196 drugs. A summary of the facts supporting the order shall be made available to
1197 the employee prior to the actual test.
- 1198 c) A drug test will be administered as part of all promotional procedures. Any
1199 member who refuses to submit to this form of testing for judgment, fitness,
1200 and readiness for duty, shall be immediately removed from their special
1201 assignments.
- 1202 d) Any sworn employee of this department who is directly involved in a serious
1203 fire incident shall be required by a non-union supervisor to participate in a
1204 drug screening test immediately following the event, or as soon as the tactical
1205 situation allows. A serious incident is defined as a fire vehicle accident in which
1206 serious injury is sustained by any involved employee or citizen requiring
1207 immediate medical attention by hospital personnel. If it is clearly evident that
1208 the employee is not at fault in the accident, no drug test will be required. A
1209 directly involved employee is one who is the driver of the fire vehicle.
- 1210 e) Any employee who in the carrying on of their duties, ingests, either directly or
1211 indirectly, any drug or narcotic substance, is required to document, as soon as
1212 possible thereafter such contact. Documentation should occur in writing
1213 explaining all circumstances, and the employee's supervisor should be notified
1214 as soon as possible. Drug tests will be administered and no disciplinary action
1215 will be taken if the tests are positive and the employee can prove that
1216 ingestion was involuntary.
- 1217 f) Beginning in 1993, the department shall randomly test members of the
1218 bargaining unit. Such test shall occur once per year per shift with no
1219 announcement of time or date. The method for random selection shall be
1220 such that each member of the bargaining unit has an equal chance of being
1221 selected. No one shall be tested randomly more than twice every 5 years.
1222 Every employee in the department shall be tested at least once every 5 years.

1223 This shall not apply to causes for testing provided elsewhere in this article.

1224 34.4.4 Drug Testing Procedures

- 1225 a) The testing procedures and safeguards provided in this policy to ensure the
1226 integrity of department drug testing shall be adhered to by any personnel
1227 administering drug tests.
- 1228 b) Personnel authorized to administer drug tests shall require positive
1229 identification from each employee to be tested before they enter the testing
1230 area. This shall consist of picture ID that is government or employer issued.
- 1231 c) All employees whose urinalysis is not negative shall have a post-test interview
1232 with qualified medical personnel to ascertain and document the recent use of
1233 any prescription or non-prescription drugs, or any indirect exposure to drugs
1234 that may result in a positive test result.
- 1235 d) The bathroom facility of the testing area shall be private and secure.
- 1236 i. Authorized testing personnel shall search the facility before an employee
1237 enters it to produce a urine sample, and document that it is free of any
1238 foreign substances.
- 1239 e) Where the employee appears unable or unwilling to give a specimen at the
1240 time of the test, testing personnel shall document the circumstances on the
1241 drug test report form. The employee shall be permitted no more than 3 hours
1242 to give a sample; during which the employee shall remain in the testing area.
1243 If the employee leaves the area, it is considered a refusal to test. Up to and
1244 not exceeding 40 ounces of water may be given to the employee to encourage
1245 urination. Failure to submit a sample shall not be considered a refusal to
1246 submit to a drug test until the individual has been examined by a doctor to
1247 determine if the individual has a pre-existing medical condition which would
1248 prohibit the donor from supplying the specimen.
- 1249 f) Employees shall have the right to request that their sample be split and stored
1250 in case of legal disputes. The urine samples must be provided at the same
1251 time, and marked and placed in identical specimen containers by authorized
1252 testing personnel. One sample shall be submitted for immediate drug testing.
1253 The other sample shall remain at the facility in frozen storage for one year.
1254 This sample shall be made available to the employee or their attorney should
1255 the original sample result in a legal dispute or the chain of custody be broken.
- 1256 g) Specimen samples shall be sealed in the presence of the participants, labeled,
1257 and checked against the identity of the employee to ensure the results match
1258 the tested specimen. All collections are handled forensically, which means
1259 they are labeled, double-sealed, double-checked for accuracy and
1260 completeness, stored in a secure, locked refrigerator until testing, and
1261 accompanied by a forensic chain-of-custody.
- 1262 h) Whenever there is a reason to believe that the employee may have altered or
1263 substituted the specimen to be provided, a second specimen shall be obtained

1264 immediately under direct supervision of the testing personnel.

1265 34.4.5 Drug Testing Methodology

- 1266 a) The testing or processing phase shall consist of a two-step procedure:
- 1267 i. Initial screening test as defined in 34.4.5(b). (All employees shall receive
- 1268 the same initial screening test.)
- 1269 ii. Confirmation test (GCMS)
- 1270 b) The urine sample is first tested using the initial drug screening procedure. An
- 1271 initial positive test result will not be considered conclusive; rather, it will be
- 1272 classified as "confirmation pending." Notification of test results to the Chief
- 1273 shall be held until the confirmation test results are obtained.
- 1274 c) A specimen testing positive will undergo an additional confirmatory test. The
- 1275 confirmation procedure shall be technologically different and more sensitive
- 1276 than the initial screening test. No positive results will be reported to
- 1277 management until all confirming tests have been conducted and the medical
- 1278 interview with the Medical Review Officer (MRO) has been completed. This
- 1279 shall include a six mono acetyl morphine test when codeine is detected in the
- 1280 GCMS test.
- 1281 d) The drug screening tests selected shall be capable of identifying marijuana,
- 1282 cocaine and every major drug of abuse including heroin, amphetamines and
- 1283 barbiturates. Personnel utilized for testing will be certified as qualified to
- 1284 collect urine samples or adequately trained in collection procedures.
- 1285 e) US Department of Transportation regulations 49CFR Part 40 shall be used for
- 1286 purposes of determining which substances will be tested for under this Article
- 1287 as well as the levels which will constitute a positive test.
- 1288 f) The laboratory selected to conduct the analysis shall be experienced and
- 1289 capable of quality control, documentation, chain-of-custody, technical
- 1290 expertise, and demonstrated proficiency in urinalysis.
- 1291 g) Employees having a negative drug test result shall receive memorandum
- 1292 stating that no illegal drugs were found. If the employee requests such, a copy
- 1293 of the letter will be placed in the employee's personnel file
- 1294 h) Any employee who breaches the confidentiality of testing information shall be
- 1295 subject to discipline.

1296 34.4.6 Chain of Evidence - Storage

- 1297 a) Each step in the collecting and processing of the urine specimens shall be
- 1298 documented to establish procedural integrity and the chain-of-custody.
- 1299 b) Where a positive result is confirmed, urine specimens shall be maintained in
- 1300 secured, refrigerated storage for one year.

1301 34.4.7 Drug Test Results

- 1302 a) All records pertaining to department-required drug tests shall remain
- 1303 confidential and shall not be provided to other employees or agencies without

1304 the written permission of the person whose records are sought.
1305 b) Drug test results and records shall be sealed and retained in the employee's
1306 personnel file for an indefinite period. Only the employee, the Chief and the
1307 Human Resources Director shall be allowed to open such sealed records.

1308 34.5 Actions Taken/Positive Result.

1309 34.5.1 If an employee tests positive and the tests identify cocaine, heroin,
1310 amphetamines, barbiturates, or any other major drug abuse of illegal drug, the
1311 individual's employment shall be terminated. If the test is determined to be
1312 inconclusive, then the City shall not have just cause for termination.

1313 a) The exception shall be forced use as defined in 34.4.1(c).

1314 b) If an employee tests positive for a drug which was legally prescribed and led
1315 to their addiction to that drug then the employee shall be given an opportunity
1316 to rehabilitate according to paragraph 34.5.2.

1317 34.5.2 An employee who tests positive for marijuana shall be subjected to discipline and
1318 referred to the Employee Assistance Program.

1319 a) The employee shall be subject to mandatory random testing for a period of
1320 two years.

1321 b) The Employee Assistance Program shall not be a substitute for disciplinary
1322 action if other rules and regulations have been violated or crimes committed.

1323 c) A second positive test for marijuana shall be grounds for termination.
1324 However, employees who test negative for two years after rehabilitation will
1325 not be dismissed if their second positive test for marijuana occurs more than
1326 ten years after the last positive test. In that case the employee will be afforded
1327 rehabilitation one more time.

1328 34.5.3 A positive test shall be defined as a confirmation test which establishes
1329 conclusively that the employee has ingested one of the drugs in question.

1330 34.6 Refusal to Submit. Employees who refuse to submit to a required drug test under this
1331 policy shall be terminated from employment as a fire service employee.

1332 ARTICLE 35
1333 RESIDENCY

1334 35.1 All employees will be required to maintain residency within Brown County, counties
1335 which are contiguous to Brown County, or Southern Door County. Appropriate response
1336 time requirements may be established by the Fire Chief in consultation with the Human
1337 Resources Director.

1338 35.2 On the occasions of additional – alarm incidents, or multiple incidents occurring
1339 simultaneously, the department orders off-duty personnel to staff reserve apparatus
1340 through appropriate communication means. In these or any other emergent situation,
1341 members shall be called without regard to the normal overtime calling procedures.

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ARTICLE 36
DURATION AND NEGOTIATION TIME TABLE

36.1 This agreement shall become effective as of January 1, 2020 and remain in force and effect to and including December 31, 2023 and shall renew itself for additional one year periods until and unless either party, prior to July 1, before the expiration of this agreement and the expiration of any of its renewal dates, notify the other party in writing that it desires to alter or amend the same at the end of the contract.

36.2 Negotiations may begin at any time prior to July 1.

Signed and dated this ____ day _____ of _____.

CITY OF GREEN BAY GREEN BAY FIRE FIGHTERS, LOCAL 141

Eric Genrich, Mayor Ryan Hintz, President

~~David Litton~~Matthew Knott, Fire Chief Todd CoolmanBernie Carwardine, Vice President

Joseph W. Faulds, ~~Human Resources Director~~Chief of Operations Chad DeckerTodd Madson, Secretary/Treasurer

Attest:

~~Kris Teske~~Celestine Jeffreys, City Clerk

SCHEDULE "A"
WAGES

Bi-weekly pay rates for uniformed personnel. Wage rates will be effective at the beginning of the pay period in which the effective date occurs.

POSITION	July January 1, 202 4 0 Shift Pay Increase3%	December 31 January 1, 202 5 0 2%	July 1, 202 5 1 2%
New Hire	\$ 2,451.96 \$2,199.25	\$ 2,501.00 \$2,243.24	\$ 2,551.02 \$2,288.10
After 18-Months	\$ 2,650.11 \$2,376.98	\$ 2,703.11 \$2,424.52	\$ 2,757.17 \$2,473.01
Private (After 3-years' service)	\$ 2,848.25 \$2,554.70	\$ 2,905.22 \$2,605.79	\$ 2,963.32 \$2,657.91
Private (after 6 years' service) Top Firefighter Rate	\$ 2,925.49 \$2,623.98	\$ 2,984.00 \$2,676.46	\$ 3,043.68 \$2,729.99
Engineer (less than 11 years' service)	\$ 3,030.64 \$2,718.30	\$ 3,091.25 \$2,772.67	\$ 3,153.08 \$2,828.12
Engineer (after 11 years' service)	\$ 3,065.22 \$2,749.30	\$ 3,126.52 \$2,804.29	\$ 3,189.05 \$2,860.38
Lieutenant (less than 17 years' service)	\$ 3,226.20 \$2,893.70	\$ 3,290.72 \$2,951.57	\$ 3,356.53 \$3,010.60
Lieutenant (after 17 years' service)	\$ 3,278.80 \$2,940.88	\$ 3,344.38 \$2,999.70	\$ 3,411.27 \$3,059.69
Captain	\$ 3,507.46 \$3,145.97	\$ 3,577.61 \$3,208.89	\$ 3,649.16 \$3,273.07
EMT	\$ 80.45 \$72.16	\$ 82.06 \$73.60	\$ 83.70 \$75.07
Paramedic	\$ 124.33 \$111.52	\$ 126.82 \$113.75	\$ 129.35 \$116.02

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POSITION	July-January 1, 2026 2.5%	July-January, July 1 2026 2.5%
New Hire	\$ 2,614.80 \$2,333.86	\$ 2,680.17 \$2,380.54
After 18-Months	\$ 2,826.10 \$2,522.47	\$ 2,896.75 \$2,572.92
Private (After 3-years' service)	\$ 3,037.40 \$2,711.07	\$ 3,113.34 \$2,765.29
Private (after 6 years' service) Top Firefighter Rate	\$ 3,119.77 \$2,784.59	\$ 3,197.76 \$2,840.28
Engineer (less than 11 years' service)	\$ 3,231.91 \$2,884.68	\$ 3,312.71 \$2,942.37
Engineer (after 11 years' service)	\$ 3,268.78 \$2,917.59	\$ 3,350.50 \$2,975.94
Lieutenant (less than 17 years' service)	\$ 3,440.44 \$3,070.81	\$ 3,526.45 \$3,132.23
Lieutenant (after 17 years' service)	\$ 3,496.55 \$3,120.88	\$ 3,583.96 \$3,183.30
Captain	\$ 3,740.39 \$3,338.53	\$ 3,833.90 \$3,405.30
EMT	\$ 85.80 \$76.58	\$ 87.94 \$78.11
Paramedic	\$ 132.59 \$118.35	\$ 135.90 \$120.71

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- 1) The employee(s) designated to maintain the S.C.B.A and the Officers in the Fire Marshalls Office having the required certifications outlined in 32.17 will be paid the daily rate ~~per 24.1.3 for each scheduled duty day~~ in addition to their regular pay ~~that is equivalent to 6% of top firefighter rate per day. Employees designated to maintain the S.C.B.A shall be posted to the department designated S.C.B.A maintenance station (e.g. Station 6).~~ The scheduled duty days per year are 122. The calculation referenced in 24.1.3 is top bi-weekly firefighter pay divided by 106, multiplied by 24 hours, multiplied by 6%, divided by 24 hours.
- Example for 74/11/240: Top fire fighter bi-weekly rate \$ ~~2,925.492,623.98~~/106x24x6%/24 = \$1,48532.4839. SCBA pay = (122 duty days x 24 hours per day) x \$1,45832.4839) divided by 26 pay periods) = \$167,28279.73 bi-weekly rate.**
- 2) Management shall exercise its discretion in starting new employees above step 1.
- 3) An employee shall receive the "Private After 6-Years" salary upon completion of 6-years of service, provided they have successfully completed Wisconsin Certified Driver/Operator Pumper and Aerial and has Wisconsin EMT certification.
- 4) An employee shall receive the "Engineer After 11-Years" salary upon completion of 11-years of service, provided they have successfully completed Wisconsin Certified Fire Officer I and has Wisconsin EMT certification.

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- 1388 5) If the employee with more than 6-years of service is promoted to Engineer prior to 11-years,
1389 then the employee shall receive 75% of the difference between Private with 6-years of service
1390 and Engineer with 11-years of service. The employee must take a promotion whenever
1391 available; otherwise the employee's salary reverts to the Private 6-year rate. An Engineer
1392 must maintain EMS certification; failure to do so will result in the employee being returned
1393 to the Private after 6 years of service rate.
- 1394 6) An employee shall receive the "Lieutenant After 17-Years" salary upon completion of 17-
1395 years of service, provided they have successfully completed Wisconsin Certified Fire Officer I
1396 and has Wisconsin EMT certification.
- 1397 7) If an employee with more than 11-years of service is promoted to the position of Lieutenant
1398 prior to having 17-years of service, then the employee shall be paid 75% of the difference
1399 between Engineer 11-years of service rate and Lieutenant with 17-years of service rate. The
1400 employee must take the promotion to Lieutenant whenever available; otherwise the
1401 employee's salary reverts to the Engineer with 11-years of service rate. A lieutenant must
1402 maintain EMS certification; failure to do so will result in the employee being returned to the
1403 Private after 6-years of service rate.
- 1404 8) All bi-weekly payroll checks shall be direct deposited to an account at a financial institution
1405 of the employee's designation. Holiday paychecks may be direct deposited at the discretion
1406 of the employee.
- 1407 9) In lieu of shift differential, line and shift personnel shall receive a one-time \$410 increase to
1408 the base salary (\$15.77 added to the bi-weekly pay rate) on January 1, 2020.
- 1409 10) A one-time stipend of \$1,050 for 2024 wages will be paid to each employee as soon as
1410 practicable after the 2024-2206 agreement is fully executed.
- 1411
- 1412 9) 11) In accordance with Fair Labor Standard Act (FLSA) Section 29 U.S.C. 207(g), Local 141
1413 agrees with the City of Green Bay to create a compensation scale for any members only serving
1414 on the following committees: Apparatus Spec, Equipment/Extrication, and SCBA. These rates will
1415 only be used to compensate for committee work, and all other pay rates will stay as is. The rate
1416 will be the hourly rate of the employees' position, paid out at the Paramedic Pay Rate (Private
1417 6+, Engineer 11+, Lieutenant 17+, Captain) plus the hourly SCBA Pay according to Article 24.1.3
1418 of the Agreement. Committee selection will continue to be chose based on seniority and
1419 qualifications.

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EXHIBIT B



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

November 26, 2024

PREPARED BY**AGENDA ITEM # E.4**

Consideration with possible action to amend the City of Green Bay Personnel Policy Chapter 9 regarding hours of work, personal leave, and holidays.

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

1. 2025 - Proposal for New City Hall Core Hours - Personnel Committee 11-26-24
2. Personnel Committee - Personnel Policy Chapter 9 Revised - 11-26-24



Proposal for New City Hall Core Hours of Service

City of Green Bay

Green Bay, WI

City Hall Core Hours of Service

- Current City Hall Core Hours
 - Monday through Friday 8am to 4:30pm
 - Between Memorial Day and Labor Day
 - 7:30am to 5:00pm Monday through Thursday and 7:30am to 11:30am on Friday
- Proposed Schedule
 - 7:30am to 5:00pm Monday through Thursday and 7:30am to 11:30am on Friday
 - Public sector entities with this proposed schedule
 - Allouez, Ashwaubenon, Bellevue, Brown County, De Pere, Howard, Sheboygan, and Suamico

Objectives of the Proposal

1. Customer Service Improvements
2. Flexibility for all City Hall employees
3. Improve Recruitment and Retention



Public Benefits of Proposed Hours

- Extends time to attend City Hall Monday through Thursday.
 - The public can stop in City Hall at 7:30am and up until 5pm
- Same number of hours of service available and services available five days a week.
- Reduced hours align with historically low foot traffic on Friday afternoons
- Services available 24/7
 - Website provides ability to access Green Bay services
 - GB Services
 - After hours phone number

GB Services and Website Services

- GB Services
 - Residents have 24/7 access to the City's online portal to request City services
 - Attached document provides more information and top services for 2024
- City of Green Bay Website
 - Provides general information and education to the public
 - Parks services can be signed up for and paid for online
 - Online Building Permit application for smaller projects – working on online commercial building process
 - Parking Tickets – online and drop boxes

After Hours Contact

- After Hours Contact Information and Process
 - DPW Building Maintenance Technician on duty (920-492-3735)
 - Or 911/non-emergent police number (920-391-7450)
 - 911 Call Center re-directs to the appropriate City Department
 - Types of Calls
 - 90% are related to signs, lights, signals, or trees being down or post-accident clean up.
 - Typically, 2-3 calls a weekend.
- Webpage will be created to highlight after hours phone numbers
- Signage on exterior doors outlining after hours phone numbers

Employee and Employer Benefits

- Promote work-life balance for employees
 - Employees can flex schedules to accommodate personal obligations
 - See attached sheet with citywide alternative schedules
 - Human Resources will provide resources and training to supervisors on how to handle flexing schedules for employees
- Improve employee morale
- Offering a schedule consistent with local public entities to help with recruitment and retention

Business Community Feedback

- Generally, very positive
 - Positive comments regarding City Hall being open earlier and until 5pm Monday through Thursday
 - Fridays are slow, so not a big impact
 - Understanding of how the schedule can help retain employees
- Concerns
 - Engineering Services available on Friday afternoons
 - On-site employee has been contracted out on a more frequent basis
 - Engineers will be available via phone Friday afternoons
 - Turning around inspections within 48 hours or inspections on Friday afternoon
 - Process for plumbing and electrical to provide affidavits and information for inspectors to review next business day
 - Commercial inspections are able to schedule Monday through Thursday

Holiday Schedule

- City will have a holiday schedule that provides a competitive and equitable leave benefit for employees and minimal disruption to the public and services
- Attached policy provides the recommended changes:
 - Holidays that fall on a Monday will provide 9 hours of vacation for City Hall employees
 - Thanksgiving week will be a 8am-4:30pm workweek with 8 hours holiday pay for Thanksgiving and the day after Thanksgiving
 - Christmas Eve/Day and New Year's Eve/Day will be converted to 8am-4:30pm weeks with 8 hours of holiday pay
 - The Friday before Easter will be eliminated, and 4 hours of personal leave will be added to each regular employee.

Recommendation

- City recommends to adopt the revised Chapter 9 personnel policy as proposed starting January 6th.
- There is no financial impact to our updated schedule.
- This will be a work in progress for supervisors, employees, and the public to adapt to.
 - City employees and departments will continue to educate the public on the different ways the City provides services.
- Overall, the new schedule will help with our recruitment, retention, and have minimal impact on service the public.



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: City Hall Core Hours – GB Services Information

Date: November 26, 2024

GB Services

GB Services is an online portal that allows residents to request city services. The attached document provides a QR code and link to the website to request services along with a summary of requests that can be requested.

Here are the top requests for 2024:

- GARBAGE & RECYCLING - IMPROPER CART STORAGE
- LONG GRASS, YARD WASTE & NATURAL DEBRIS - LONG GRASS OR WEEDS COMPLAINT
- GARBAGE & RECYCLING - BULK WASTE
- HOUSING/ZONING - YARD
- GARBAGE & RECYCLING - EARLY SET OUT
- TREES/FORESTRY - OTHER CONCERN
- HOUSING/ZONING - OTHER
- GARBAGE & RECYCLING - ORDER NEW GARBAGE/RECYCLE CART
- PARKING - OTHER CONCERN
- SIDEWALK & PAVEMENT - POT HOLE/BROKEN ROAD

The City is constantly updating and improving our GB Services which includes internal workflow improvements, public updates on the status of requests, and notifications of completed requests.

WHAT SERVICES CAN BE REQUESTED?



City of Green Bay residents are welcome to submit service requests through our online Request for Service tool. You can scan the QR code or visit <https://greenbaywi.gov/RFS> to submit requests.



- Long Grass or Yard Waste
- Pavement Markings
- Damaged Sidewalk
- Garbage & Recycling Improper Cart Storage
- Parking Concerns
- City-Owned Tree Removal
- Diseased Tree
- Park Shelter Cleanup
- Housing/Zoning Concern
- Animal Complaints
- Commend an Officer
- Nuisance Property
- Speeding Problem Area



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MEMORANDUM

To: Personnel Committee

From: Joseph Faulds, Chief of Operations

Re: City Employee Alternative Schedules

Date: November 26, 2024

Employee Alternative Schedules

On August 20, 2024 the Personnel Committee was discussing changing the core hours for City Hall and inquired about alternative schedules for departments and employees who work outside of City Hall. The following is a breakdown of alternative schedules by department and division.

Public Works

Operations Division – Buildings and Grounds Section

- Fixed schedule year-round (7 AM to 3 PM, 3 PM to 11 PM & 11 PM to 7 AM shifts) plus rotating weekend on-call duty

Operations Division – Motor Equipment Section

- Mechanics and Parts Clerks offered option of year-round 4/10 schedule or 5/8 schedule (3 Mechanics work a 5/8 schedule)
- Weeks surrounding Thanksgiving, Christmas, and New Years are required 5/8 schedule to eliminate holiday pay issues and better facilitate vacation time
- This schedule was implemented with the understanding that if issues arise then all staff will revert back to a 5/8 schedule

Operations Division – Sanitation Section

- 5/8 schedule year-round
- 7 AM to 3 PM – week after Labor Day to Memorial Day
- 6 AM to 2 PM – Memorial Day to week after Labor Day

Operations Division – Street Section (including Sign Shop)

- 4/10 schedule (half off on Mondays/half off on Fridays) – Starts second Monday after Mother's Day
- 5/8 schedule – Starts Monday after the last Friday in September
- Fall curbside yard and garden waste collection – Starts end October/begin November (when heavier leave fall starts) and transitions to 5/10 schedule through Thanksgiving week

Parking Division

- PMT shifts (7 days per week)
 - 5/8 schedule year-round – 6:30 AM to 3 PM, and noon to 8:30 PM
 - 4/10 schedule year-round – 8 PM to 6:30 AM
- PEO shifts
 - 7:30 AM to 4 PM, 8 AM to 4:30 PM, and 9:30 AM to 6 PM (Monday to Friday)
 - 7 AM to 3:30 PM (Saturday)

Sanitary Division

- Late April through Day after Labor Day
 - Some employees work 4/10 schedule and others work 5/8 schedule
- Winter Schedule
 - Everyone works 5/8 schedule

Parks

Forestry

- Winter Hours
 - (6:30-2:30)
- Summer Hours
 - (Approximately ½ of the Arborists work (4) 10 hour days, 6:00-4:30)
 - (Approximately ½ of the Arborists work (5) 8 hour days, 6:30-2:30)
 - (City Forester works (4) 9 hour days and (1) 4 hour day, 6:00-3:00 and 6:00-10:00)
 - (1 Supervisor works (4) 10 hour days, 6:00-4:30)
 - (1 Supervisor works (5) 8 hour days, 6:30-2:30)

Park Maintenance

- Day crew Monday thru Friday 6am to 2pm.
- PM crew Monday thru Friday 2:30-10:30pm.

Carpenters

- 7am – 3pm

HVAC/Painter

- 6am-3pm Monday thru Thursday, Friday 6am-10am.

Pool specialist hours vary during the pool season typically 5am-1pm or 6am-2pm.

Weekend Park Maintenance Worker's

- 7am-3am shelters

- 10:30am-2:30pm shelters

Weekends at beach cleanup for Park Maintenance Workers is typically 5am to 9am or 6am to 10am or if they want to work an 8hr shift we allow that as well with a start time of either 5 or 6am.

Mechanics at shop

- Monday thru Friday 6am-2pm

Mechanics at beach hours vary depending on when the beach is open to the public

- Weekday day shift 6am-2pm
- Weekdays pm shift 10:30am-6:30pm or 12:30pm-8:30pm depending on beach operating hours
- Weekends during operating season 6am-6:30pm or 6am to 8:30pm depending on beach operating hours
- 6am-2pm off season

Parks City Hall

- For the most part all employees match the City Hall hours for summer and winter hours with a few exceptions.
- The recreation staff work many programs and pools, especially in the summer months. They flex their schedules accordingly, year round.
- Clerks maintain the summer hours year round.
 - This includes five employees and at least 1 person has to be here all hours City Hall is open.
 - Therefore they rotate which person works the (5) 8 Hour days that week.
- The cleaners are only here 3.5 hours per day with most of the time after City Hall closes.
- The 3 maintenance staff follow summer and winter hours, but their start and end times are different than all other city hall employees. They stagger their working hours so someone is here at 6:00 and here until all evening meetings are done. Let me know if you want their specific hours.

Community and Economic Development

Inspections

- When City Hall is open from 8am-4:30pm
 - Generally speaking, 7am-3pm Monday through Friday.
 - Some inspectors work 7am-4pm Monday through Thursday and then 7am-11am Friday.
- Summer Months
 - Most inspectors work 7am-4pm Monday through Thursday and 7am-11am on Friday
 - Some inspectors work 6:30am-3:30pm Monday through Thursday and 6:30am-10:30am on Friday.

Administrative Services, Human Resources, IT and Law

- All departments ensure in-person coverage for the City's core hours throughout the year.
- Outside of summer hours some departments rotate the summer hour schedule. For most departments this means half of the staff will work a regular 5 day, 8 hour schedule and the others will work the summer schedule and rotate from week to week.

Police and Fire

- Police and Fire work schedules provided by the labor agreements.

- Professional and administrative staff typically follow the City Hall schedule but may work different hours/schedules based on operations.





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
Personnel Committee Approval	City Council Approval

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9.2 HOURS OF WORK

~~The City retains the right to establish the work schedules and hours of work. The goal of this policy is to provide exceptional customer service to meet the community's needs while maintaining flexibility for employees. The City retains the right to establish work schedules and hours of work. The City has the authority to determine the methods, means, processes, and personnel by which the department's operations are to be conducted. This includes reserving the right to assign work in whatever manner deemed necessary to maintain an efficient workforce.~~

9.2.1 Work Day. The core hours for City Hall ~~and other City offices~~ will be ~~8:00~~7:30 a.m. to ~~4:30~~5:00 p.m. ~~Monday through Thursday (30 minute lunch) and 7:30am-11:30am on Fridays, except for established holidays.~~ The core hours for public works operational buildings will be 7:00am to 3:00pm Monday through Friday and for the parks operational buildings it will be 6:00am to 2:00pm Monday through Friday. Department heads and supervisors will determine and advise employees on their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, days of the week worked, as well as variations in the total hours that may be scheduled each day and week. When a department head or supervisor decides that employees will need to work outside the scheduled work hours, then the department head or supervisor should attempt to give notice, to the extent practical, prior to completion of the employee's work shift on the day preceding the change.

- a. ~~Non-exempt employees may regularly be assigned to work either 8 or 7.5 hours per day with a 1-hour unpaid lunch period. At the discretion of the department head the lunch period may be changed to a 30-minute unpaid lunch period and the work hours adjusted accordingly as long as the core hours are covered.~~

- b. Exempt employees will be allowed flexibility in scheduling their work day as long as they regularly cover the core hours and regularly work at least 40 hours per week, subject to department head approval.
- c. Flex Scheduling. A General Employee's Work Day hours may be flexed periodically with the approval of the employee's supervisor and according to the operational needs of that department. This includes coming in late, taking a longer lunch, leaving early or being gone for a portion of a Work Day. Time must be made up within the same workweek and may be made up by coming in early, working through lunch, or staying late. No flextime will be approved that will result in unauthorized overtime or compensation for greater than 40 hours of work in a workweek for hourly employees.

9.2.2 Work Week. The regular work week for City Hall and other City offices will be Monday through Friday.

9.2.3 Alternative Work Schedules. At the discretion of the department head an alternative work schedule may be established within a department if such scheduling meets the demands and needs of the City. Any alternative work schedule established must have final approval of the Human Resources Director or designee. An alternative work schedule consists of regularly scheduling full-time employees to work one less work day every other week by working longer hours during the remaining days. The definition's intention primarily includes weekly and biweekly arrangements. Weekly arrangements such as 4/40 require 40 hours over 4-work days every week. Biweekly arrangements such as 9/80 require 80 hours over 14 calendar days every two weeks.

~~9.2.4 Summer Work Schedule. The core hours for City Hall during the summer are 7:30 a.m. to 5:00 p.m. (with a 30 minute lunch) Monday through Thursday and 7:30 a.m. to 11:30 a.m. on Fridays, except for established holidays. For security purposes and to ensure compliance with wage and hour laws, City Hall shall close at 11:30 a.m. on Friday and employees are not permitted to work in City Hall after 11:30 a.m. on Fridays unless it is approved by the employee's Department Head or designee and the Human Resources Department. Summer schedules for seasonal, part-time, and operational employees will be determined by the department head. Summer hours will run from Memorial Day through Labor Day. Staffing needs and operational demands may necessitate variations in starting and ending times, days of the week worked, as well as variations in the total hours that may be scheduled each day and week.~~

9.2.5 Work Breaks. Employees working in offices may leave their place of work and return 15 minutes later for 2 work breaks in a ~~7.5 or 8.5~~ hour work day, one in the first half of the work day and the other in the second half of the work day. Employees not working in offices (example, performing field work) will be entitled to 2 work breaks. Work breaks not taken are lost and cannot be accumulated or used to extend lunch periods or shorten the work day.

9.2.6 Overtime. 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 purposes of determining eligibility for overtime. Overtime hours must be approved by the Supervisor.

Overtime compensation may be in the form of compensatory time which may accumulate to a maximum of 80 hours during the course of the year and either be used or paid out prior to January 1 of the following year. Only time earned at the overtime rate of 1½ can be placed in the compensatory time bank.

Effective January 1, 2012 employees will receive only one cash-out per year of compensatory time at the end of the calendar year.

9.2.7 Compensatory Time. Exempt employees will be allowed compensatory time off on an hour for hour basis to a maximum of 64 hours per year. Such time will be calculated on a weekly basis and time not taken by the end of the year will be lost. Only overtime authorized by the department head or division head may be accrued and any time taken must be approved by the supervisor and documented on an approved City form.

9.2.8 Police Captains, Assistant Fire Chief, Division Fire Chiefs. These positions will not be eligible for overtime pay except for those events reimbursed by the Green Bay Packers or other special events where the funding for the officers and supervisors is paid directly by the special event sponsor and not the City as determined by the Chief.

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9.11 PERSONAL LEAVE

Beginning January 1, 2025~~42~~, regular full time employees will be eligible for 24~~28~~-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.

9.12 HOLIDAYS

9.12.1 Effective January 1, 2025~~42~~, 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	

9.12.2 When one of the holidays listed above falls on a Sunday, the next normal workday will be treated as the holiday. When one of these holidays falls on a Saturday, the previous Friday will be treated as the holiday. Except that the

scheduling of holidays for parking division and police department employees required to work on holidays will be in accordance with applicable department policy.

9.12.3 Employees will receive holiday pay based on the established schedule approved by the department and Human Resources. City Hall employees will receive 9 hours holiday pay (pro-rated for part-time employees) for holidays that are observed between Monday through Thursday.

a. City Hall will be open to the public 8:00am-4:30pm Monday through Friday for the holiday weeks of Thanksgiving, the Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day are observed. City Hall employees will receive 8 hours of holiday pay (pro-rated for part time employees) for each holiday during this time.

b. When Independence Day falls or is observed on a Friday, City Hall will be open 8:00am-4:30pm Monday through Thursday and closed on Friday July 4th. City Hall employees will receive 8 hours of holiday pay (pro-rated for part time employees).

9.12.3 Employees will be allowed holiday pay for the above recognized holidays provided they meet the following requirements:

- a. That they be actively employed during the payroll period immediately preceding the holiday with the exception of authorized absence, and
- b. That they work the scheduled day immediately preceding the holiday and the scheduled day immediately following the holiday except in cases involving authorized paid leave such as sick leave or vacation.

9.12.4 Non-exempt employees called into work on a holiday will be eligible to receive double time pay. An employee regularly scheduled to work a holiday will not be eligible for the double time pay and will be paid at their regular rate of pay.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

November 26, 2024

PREPARED BY

AGENDA ITEM # F.I

Report of Routine Personnel Actions

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Personnel Action Report 11.26.24

**REPORT OF ROUTINE PERSONNEL ACTIONS
FOR REGULAR EMPLOYEES
November 26, 2024**

<u>Position</u>	<u>Department/Division</u>	<u>Name</u>	<u>Date</u>
<u>New Hire</u>			
Records Clerk	PD	Jill Petty	11/7/2024
Transit Operator	Transit	Susan Horner	11/4/2024
Arborist I	PRF	Charles Morrone	11/25/2024
Building Maintenance Tech	DPW	Will Cooley	11/11/2024
<u>Transfer</u>			
Laborer - Street	DPW	Nathaniel Wise	11/4/2024
Laborer - Street	DPW	Todd Erieau	11/4/2024
<u>Promotion</u>			
Operator I	DPW	John Denneau	11/4/2024
<u>Grade/Step Change</u>			
Operator II	DPW	Shawn Potts	10/28/2024
Maintenance Technician	Transit	Travis Schmutzer	11/1/2024
Park Facilities Supervisor	PRF	Stephanie Corsten	9/5/2024
Parking Maintenance Technician	DPW	Andrew Hummell	10/23/2024
Park Ranger I	PRF	Joshua Lewis	10/22/2024
Financial Supervisor	DPW	Jodi Meyer	9/25/2024
Operator I	DPW	Gerard Hamilton	11/13/2024
Police Chief	PD	Chris Davis	9/16/2024
Sewer Technical Worker	DPW	Logan Johnson	12/3/2024
Mechanic	DPW	Greg Phillips	11/20/2024
Senior Animal Keeper	PRF	Amy Harris	10/27/2024
Compliance Coordinator	Transit	Becky Fleck	11/6/2024
Plumbing/HVAC Inspector	CED	Kevin Wieland	12/11/2024
<u>Name Change</u>			
Purchasing Assistant	Admn Svs	Crystal Tyczkowski	11/7/2024
<u>End of Employment</u>			
Civil Engineer I	DPW	Kelly O'Malley	11/1/2024
Operator I	DPW	Robert Blake	11/15/2024
Seasonal Maintenance	DPW	Aiden Cayemberg	10/25/2024
Transit Operator	Transit	Liam O'Leary	11/1/2024
Community Development Specialist	CED	Krista Cisneroz	1/3/2025
Building Maintenance Tech	DPW	Bruce Kollman	11/1/2024
Mechanic	DPW	Damien Blackmer	11/1/2024
Operator I	DPW	Rick Schiltz	12/2/2024
Office of Violence Prevention Director	CED	Jerry Overstreet	11/6/2024

Lieutenant	PD	Gary Richgels	12/13/2024
Specialist II	PD	Mark Strojny	12/14/2024
Transit Operator	Transit	Kevin Shefchik	11/30/2024

<u>Longevity</u>			
Fire Engineer	Fire	Matthew Stremer	11/3/2024
Bus Operator	Transit	Sadie Mercier	11/4/2024