

**MINUTES**  
**PERSONNEL COMMITTEE**

Tuesday, August 4, 2015  
City Hall, Room 207  
6:30 p.m.

Members Present: Ald. Andy Nicholson, Ald. Thomas Sladek, Ald. Guy Zima

Members Excused: Ald. Thomas DeWane

Others Present: Ald. Chris Wery, Ald. Randy Scannell, Ald. David Nennig, Ald. Steuer, Attorney Jon Cermele, Attorney Bob Gagan, Attorney James Mueller, Lynn Boland, Steve Grenier, Dawne Cramer, Jim Lewis, Paul Ebel, Ben Allen, Melanie Falk, and others.

1. Roll Call.

2. Adoption of the Agenda.

A motion to adopt the agenda was made by Ald. Zima, seconded by Ald. Sladek. Following discussion, a motion to move item 9 after item 3 was made by Ald. Zima, seconded by Ald. Sladek. Motion carried 3-0.

3. Approval of the minutes from the July 15, 2015 meeting.

A motion to approve the minutes from the July 15, 2015 meeting was made by Ald. Zima, seconded by Ald. Sladek. Motion carried 3-0.

4. Grievance Review – Police Traffic Unit.

Attorney Cermele stated the City asserts there is no traffic unit either in the contract or in fact, which is incorrect. Article 14, section 6.1 specifically talks about traffic officer vacation and the existence of a traffic unit. The first page of the submission is from a posting on Facebook of the Green Bay Police Department responding to citizen's concerns on October 3, 2013 indicating the request was sent to the traffic unit. The second page indicates WFRV-TV believed as of April 15, 2013 four officers made up the Green Bay Police Department's new traffic enforcement team. The third page of this document is again a posting of the GBPD dated February 11, 2014 on Facebook, entitled "a message from our traffic unit". The next page is a screen shot of the GBPD's own website taken today which says welcome to the Green Bay Police Traffic Enforcement Unit page. The second page is actually a print screen shot confirming that same document showing the link and today's date as the date printed. Atty. Cermele stated this shows the GBPD acknowledges a traffic unit exists today and at least since October 3, 2013. The final page of the document is GBPD's district assignments as of November 2, 2014. Color-coded in

orange are 4-traffic officers, so the GBPD was assigning traffic officers to do traffic unit duties.

The key to this brief is whether or not the officers assigned traffic unit duties are doing traffic unit duties and traffic unit duties alone. If they are, the GBPD has created a traffic enforcement unit. The City says the duties of traffic enforcement are part of the job description of every police officer. Atty. Cermele stated the union agrees, but this is not a situation where you have a captain saying to his rank and file to focus on traffic when you have a chance. This is the GBPD saying we are going to assign four people to do traffic and traffic unit duties alone. The GBPD has therefore created the traffic unit. What is the effect of that? The basis for the grievance is the existence of a traffic unit requires the department to do two things. One, to allow the traffic unit officers to pick vacation among themselves, which is provided for very clearly in Section 14.6 of the labor agreement. Two, deals with the selection of those officers. Historically, there was a posting that interested officers signed and the most senior eligible officer would be assigned to do that task. That process has been done for as long as anyone on my side can remember. The last time a posting was created was in 2006. The people who signed that posting and assigned those duties stayed in that job until retirement with the last one retiring in 2012. Atty. Cermele understands there was a hiatus in the existence of the traffic enforcement unit until 2013 when the GBPD started it up again as the documentation shows. The basis of the grievance is, given the existence of the GBPD assigning officers as traffic officers as that language exists in 14.6 of the contract, and doing traffic officer duty and traffic officer duty alone, the GBPD has created the traffic enforcement unit. That creates some obligations on the part of the department and we want the department to continue to honor those obligations as they have done in the past.

Ald. Sladek asked to confirm the two issues the union is looking for are compliance with the vacation selection obligation and to select employees for the traffic unit as was done historically. Atty. Cermele confirmed and said we consider that to be a past practice. The last time a posting existed, the posting was filled by means of selection; most senior officer first. Ald. Sladek questioned if there is language in the contract regarding selection. Atty. Cermele replied no, but in labor law there is a concept of binding past practice.

Ald. Zima asked if the traffic unit was contracted for and part of the table of organization. Atty. Cermele stated as part of his management rights the Police Chief has the ability to say the department wants or doesn't want a traffic unit as long as it doesn't violate the terms of the contract. When Chief Molitor abandoned the traffic unit, there wasn't an issue, but once Chief Molitor began assigning officers to do nothing but traffic unit duties, it created traffic unit officers. The existence of the traffic unit officer then requires the department to comply with vacation selection. The contract says the traffic unit officers pick vacation among themselves, not with the greater patrol division. The secondary issue at stake is how to fill the traffic unit officer positions.

Ald. Zima asked what is in existence currently. Atty. Cermele understands there are four officers who are currently being directed to do traffic and traffic only duties.

Lt. Ben Allen stated that the Association asserts two things in their grievance. One, the Chief re-created the traffic unit and two, past practice requires the selection of members of a traffic unit by posting and seniority. Both of these assertions are incorrect, there is no basis for the grievance in the contract and past history does not support a past practice argument.

Lt. Allen stated there is no specific traffic unit article in the contract. Article 14.6 only refers to traffic officer vacation. Article 7 governs selection for specialty teams. In that article more than 15 different teams are identified with the selection criteria for those teams. There is no traffic unit identified in this article or the contract. Since March 19, 2006 no new officers have been assigned to traffic officer positions. At one time there were six officers assigned to traffic officer positions. The first of those officers was voluntarily reassigned in 2006. The last officer left the traffic unit through retirement on December 26, 2012. All officers in the traffic unit left through retirement or voluntary reassignment.

Since 2006, patrol officers have been assigned traffic enforcement duties for periods ranging from a day, a month, a week or an extended period of time. Since November 2007, the department has assigned 133 different patrol officers to perform traffic enforcement duties. All patrol officers are required to perform traffic enforcement as part of their regular job duties. Beginning on September 3, 2013 traffic duties were assigned on a daily basis to patrol officers. Shortly thereafter, the administration began assigning traffic enforcement duties on a volunteer basis. On March 24, 2015 the Association Board and Administration met and tried to address this grievance issue. The Association Board agreed as long as the traffic enforcement assignments were not made for more than 30 calendar days, no unit was created. This was the Association's position on this and they presented that to the Administration and acknowledged there was no violation of the contract. The Administration has not made an assignment for more than 30 calendar days since that discussion occurred. While the Administration was not required to follow the Association's position, they did so. Current assignments are made on a calendar month basis, with specific location of enforcement being made by the District. The assignment of 133 officers to traffic enforcement since 2007 means there clearly is no traffic unit.

The Administration has never stated nor does it now state that traffic enforcement falls under special assignment or special project, which are provisions in the contract. All patrol officers perform traffic enforcement. The assignment of these duties is merely an assignment of existing duties, part of their job functions.

There is no binding past practice here. The last posting for a traffic officer position was made in February 2006. Traffic enforcement duties have been assigned to

patrol officers since that time. A past practice has to be clear, longstanding and consistent in order to be binding. The only practice that meets this definition since January 2006 is that the Administration has assigned patrol officers to perform traffic duties as it has deemed appropriate in the best interest of the department and the community. The 133 officers have been assigned to traffic enforcement without a posting and without regard to seniority since 2006. There is clearly no past practice of posting traffic enforcement duties.

The contract permits the Administration's assignment of traffic enforcement. There is no contractual traffic unit. The Association refers to a temporary assignment or special project as irrelevant. The Administration has never suggested those provisions were applicable in this situation. No notice was even given to the Association to place an officer on temporary assignment and assignments to traffic enforcement have occurred continuously since 2006, far more than the limit calls for of twice by the special projects language. Patrol officers are merely being assigned to perform specific duties within their job description. This is a garden variety management rights absent clear contractual language to the contrary. The traffic enforcement is a critical component of all patrol officer duties. The Department needs to retain flexibility to assign patrol officers to perform traffic enforcement duties in a manner responsive to the needs of the community. This grievance needs to be denied.

Ald. Nicholson asked for clarification whether there has been a traffic unit since 2006. Lt. Allen stated there hasn't been a posting for a new traffic unit officer since 2006.

Ald. Sladek asked for confirmation that sometime between 2006 and 2012, what was acknowledged previously as a "traffic unit", was disbanded through attrition and retirements. Lt. Allen replied yes, but what the department had was a traffic unit by name, there was nothing in the contract that referred to a specific traffic unit. Ald. Sladek asked about the purpose of the March 24, 2015 meeting. Lt. Allen stated since approximately 2011, the department was preparing for the retirements of the last few traffic officers. During that time, management negotiated with the association several times to try and get something more workable as far as the vacation selection piece. There were nine proposals that went back and forth, but we could never come to a resolution. In an attempt to solve the grievance, we met with the Association in March and agreed that as long as no traffic assignment was made for more than 30 calendar days, there was no traffic unit. From April 1 to current, that has been our practice. Lt. Allen stated the Administration felt the grievance was over after the March 24, 2015 meeting. The grievance was filed on March 4.

Ald. Zima asked if traffic officer assignments generally last 30 days. Lt. Allen stated it's less than 30 days as officers are assigned based on a calendar month. Officers work approximately 18-20 days in a calendar month. Ald. Zima asked if the GBPD has a traffic captain or lieutenant. Lt. Allen stated there's a traffic lieutenant who

handles traffic matters. Ald. Zima stated Atty. Cermele showed department and media references to traffic unit and asked if "traffic unit" is just a general term. Capt. Ebel stated it's a general term. There are officers assigned on a monthly basis, either on a rotating or volunteer basis to traffic duties. Ald. Zima questioned the document from November 2, 2014 showing four officers assigned to traffic by name. Capt. Ebel stated those officers were assigned to traffic on a volunteer basis. After the meeting with the Association on March 24, 2015, that practice was stopped and the GBPD went to a 30-day assigned rotation. Officers are assigned by district, across all shifts.

Ald. Zima asked for rebuttal and then counter rebuttal from both parties.

Atty. Cermele can't imagine a reason the department has a traffic lieutenant doing nothing but traffic duties if traffic officers and a traffic unit aren't in existence. The department has created the traffic unit like before with dedicated full-time guys doing the work and nothing but this work, but doesn't call it a traffic unit even though the website says it's a traffic unit. Even the GPBD responds to citizen's concerns on Facebook saying we have a traffic unit. The only reason not to call it a traffic unit is to get around a provision in the contract that says traffic officers get to pick vacation among themselves.

Atty. Cermele wasn't present at the March 24, 2015 meeting between the Association Board and Administration but is confident the association president did not say if you don't assign them for 30 days or more, the association is okay with this. His understanding is the president of the association said if officers are not assigned for more than 30 days, there's no issue under another portion of the contract that talks about temporary assignments. There was never an agreement if the department assigns them for less than 30 days, the grievance goes away. Importantly, in Lt. Allen's statement, he acknowledged on two occasions that he has assigned "traffic officers". This is also in the City's written position. If there are traffic officers then 14.6.1 controls. Lt. Allen also acknowledged assigning officers to do traffic and traffic only for 28 days. How is that not a traffic unit? The department should not be allowed to say there isn't a traffic unit because they say there isn't a traffic unit. There is reference that Article 7 of the contract doesn't mention anything about a traffic unit. Article 7 identifies and deals with certain "specialty teams", such as the dive team, swat, K-9 officers. The traffic unit has never been considered a "specialty team". It has never been identified in that provision of the contract. Simply because it isn't identified as a "specialty team" doesn't mean it hasn't existed in the past, doesn't mean it can't exist now and doesn't mean it does not exist now.

Ald. Zima asked who would be affected by the vacation schedule if there are over 133 people involved. Atty. Cermele stated it would only be the 4 people assigned to the traffic unit. The problem the Association has with the department assigning and rotating officers every 28-days is it makes it impossible for the department to comply with the terms of the contract. If an officer is assigned to do traffic duties and you're a traffic officer, you've created a traffic unit. Then fill it. How do we fill it? We do it

by means of a posting, that's how we've always done it, so we don't have people rotating in and out. That way you address the terms of the contract to allow these officers to pick vacation amongst them. Assigning officers to the short duration skirts the intent of the contract that traffic officers pick vacation amongst themselves.

Ald. Sladek understands that Atty. Cermele is contending there is language that specifies how vacation is selected and that language obligates the City to have long term appointments and maintain a stable traffic unit. Atty. Cermele stated that would be the only reasonable way to interpret the contract, otherwise it makes that language what lawyers call superfluous. The language exists, so we have to comply with it. Ald. Sladek asked why there is no other reference in the contract to maintaining an established traffic unit. Atty. Cermele stated in looking back at all the contracts since 1995, there has never been any reference to the traffic unit or traffic officers other than with respect to vacation. It was obviously never considered a "specialty team". The only difference between a traffic officer and patrol officer is the traffic guy is doing traffic and traffic only. The department and City always recognized that and so did the Association.

After discussion on the effect of the decision today, it was determined if no agreement is reached in step 3 of the grievance procedure, which is the Personnel Committee the dispute may be referred to arbitration. The party desiring arbitration, shall within 10 days of receiving the decision of the Personnel Committee, petition the WERC.

Chief Lewis stated the history of the contract language goes back to the late 90's. A specialized traffic unit was created that had set hours during the daytime on an administrative schedule. Officers had to post for these positions, which meant they were locked into those hours for long periods of time, possibly years. Since the traffic officers were some of the most senior officers in the department, the Association did not want them tying up all the best vacation picks on the day shift which is why there is language in the contract regarding the vacation schedule.

The traffic lieutenant handles tickets that are written by over 100 people. His function is to handle the administrative work to get those tickets ready for the court system. The traffic lieutenant does not have officers reporting to him directly as a traffic team. Under the Association proposal the department would not be able to assign an officer for even one whole day to do traffic, because then that police officer suddenly becomes a traffic officer even though his hours, pay, uniform or training weren't changed; but because the department used the flexibility to assign him to a job assignment for that day. The department is currently assigning officers every 28 days in order to provide consistency, experience, and coverage over all shifts. If four officers are assigned to traffic duties every month there could potentially be 48 officers per year. Since posting for vacation only occurs once per year, how would you determine which of those 48 officers gets to select vacation separately. This is completely different than what that language was covering. That

was where the department posted for traffic officers and they had a chance to take that position, which changed their days off, their hours and locked them into a set job for a long time. At some point it was decided that was not an effective way of doing it.

A motion to convene in closed session was made by Ald. Zima and the closed session language read. Motion seconded by Ald. Sladek. Roll call vote, 3-0.

Reporting out of closed session, a motion to uphold the grievance was made by Ald. Zima, seconded by Ald. Nicholson.

Under discussion, Ald. Sladek stated he does not support the motion. There is language regarding vacation selection in the contract and it appears the union is trying to use that language to impose a certain organizational design of a traffic unit on the department. Ald. Sladek believes under the contract the department has the latitude to organize its forces and deploy its resources the way the senior management chooses and feels it's a stretch to use the vacation assignment provision in the contract to try and impose the organizational design on the department.

Ald. Zima stated he feels the language regarding the vacation schedule of traffic officers wouldn't be there if there wasn't a reason for it to be there. The language definitively implies there is a traffic unit. Ald. Zima is not opposed to having a traffic unit.

Ald. Nicholson stated he's upholding the grievance because of comments made by the administration regarding Article 7 that specified specialty teams. Ald. Nicholson doesn't feel the traffic unit is a specialty team, because in the discussion they're all police officers anyway with the knowledge, capability and the job description of performing traffic duties. The language does provide that the four individuals of the traffic unit pick their own vacation with the members of that unit. Ald. Nicholson feels that language supports the traffic unit and we should move forward with a traffic unit.

Ald. Zima said the Association and Police Department make constant references to a traffic unit and feels the unit should be put back in place.

Motion carried 2-1, with Ald. Sladek voting no.

5. Request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
  - a. Forestry Worker II – Parks, Recreation & Forestry
  - b. Civil Engineer - Public Works
  - c. Senior Landscape Architect – Parks, Recreation & Forestry

A motion to approve the requests to fill replacement positions 4a through 4c was made by Ald. Zima, seconded by Ald. Sladek. Motion carried 3-0.

6. Request to approve the reclassification of the Public Works Supervisor Parking Services position from grade 33 (\$45,055-\$56,097) to Public Works Superintendent, grade 35, (\$50,750-\$63,211), effective at the beginning of the next pay period following City Council approval.

Director Boland stated the duties of the Parking Supervisor are more similar to the Superintendents in the Operations Division than to the other Supervisors in the division. The Parking Supervisor directs the day-to-day operation and maintenance of the parking facility, directs the work and supervises 21 employees, maintains and approves payroll, and organizes and maintains all projects related to the maintenance and operation of 4-parking ramps and 12-surface lots. The Parking Supervisor is also responsible for parking meter collection and enforcement which generates approximately \$2.5 million in revenue annually, parking meter system repair and installation, supervises, coordinates and bills for repair and maintenance of parking lots and other equipment, and recommends purchases and specifications for new equipment and assists with the preparation of the budget. Based on a review of the position, its recommended this position be reclassified.

Ald. Zima asked how long the Parking Supervisor has been performing these duties. Director Boland stated for at least the last 7-10 years. Public Works Director Grenier stated a recommendation to this effect was taken through Improvement & Services Committee last October as part of the implementation schedule for the Parking Study and was approved by Council. This is now being brought forward to Personnel Committee for action.

Ald. Sladek questioned how many supervisors and superintendents would be in the table of organization if this reclassification is approved. Director Grenier stated years ago Parking was put under Streets and they really don't have a similar function. The proposal is to take the supervisor from Streets and have Parking on the same level as Streets. The table of organization will then have three supervisors and five superintendents (Streets, Sanitation, Motor Equipment, Bridges and Parking).

A motion to approve the reclassification of the Public Works Supervisor position from grade 33 to Public Works Superintendent grade 35 was made by Ald. Sladek. Motion failed for lack of second.

Ald. Zima feels this request should have come to Personnel Committee first for the full rationale.

A motion to hold until the next meeting the request to approve the reclassification of the Public Works Supervisor position was made by Ald. Zima, and seconded by Ald. Sladek for discussion.

Ald. Sladek stated the answers to the questions from the committee were in the handout included in the Personnel Committee packet, along with the information on the comparables. Ald. Sladek requested that if the committee is going to hold this request for one month, the members take responsibility to look at this and articulate what more information is needed to make a decision.

Motion carried 3-0.

7. Request by Ald. Moore to fund the compliance inspector position solely through the 2016 budget and return the 50% which is currently funded through CDBG, back to Block Grant Funding.

A motion to hold the request by Ald. Moore until the next meeting was made by Ald. Sladek and seconded by Ald. Zima. Motion carried 3-0.

8. Request by Ald. Tim DeWane to review the new interim position of Chief Lewis to find out if this is subject to the new double-dipping rules of the State Statute.

Director Boland discussed this issue with Ald. Tim DeWane and he requested this item be received and placed on file.

A motion to receive and place on file the request by Ald. Tim DeWane was made by Ald. Sladek, seconded by Ald. Zima.

Ald. Nicholson asked for the answer to this request for the record.

Atty. Mueller stated the State budget bill of 2013-2015 removed the ability for WRS retirees to “double dip” upon re-employment with a WRS employer. When employees are re-hired the employee must elect to either (1) continue receiving their WRS annuity payment during the length of re-employment which results in no employer WRS contributions during the term of re-employment or (2) suspend their WRS annuity payment during the term of re-employment which results in the employer making WRS contributions during the term of re-employment. A re-hired employee will not receive both a WRS annuity payment and employer WRS contributions during the length of re-employment. This process is automatic and is administered by the Department of Employee Trust Funds.

The City is not contributing to WRS during Chief Lewis’s re-employment.

Motion carried 3-0.

- 8a. Request by Ald. Scannell to review the draft Code of Conduct for Elected Officials with possible action.

A motion to receive and place on file the request by Ald. Scannell to review the draft Code of Conduct for Elected Officials was made by Ald. Zima, seconded by Ald. Nicholson.

Ald. Sladek supports the draft code of conduct and thanked Ald. Scannell for incorporating some of the ideas he had forwarded.

Motion carried 3-0.

- 8b. Request by Ald. Wery to review how outside legal counsel is selected and whether illegal campaign donations from law firms preclude them from contracting with the City.

Ald. Wery stated there were two campaign donations from Gunta & Reak. One contribution in the amount of \$500 was returned and one in the amount of \$1,000 was not returned. The \$500 contribution was kept for four years before being returned. Ald. Wery questioned if the City should do anything to companies that try to influence elections with illegal donations. Ald. Wery requests the City not do any business with Gunta & Reak during the Mayor's term or until the Council hears back from the Milwaukee District Attorney.

Ald. Zima thought the committee had requested information on whether the City hired Gunta & Reak or if it was the insurance company that hired them. Atty. Mueller stated Gunta & Reak handles every CVMIC insured municipality in the State. Ald. Zima questioned if the City can inform CVMIC that Gunta & Reak cannot be here due to illegal campaign contributions. Atty. Mueller stated it's premature to say anything as these are alleged illegal contributions. The City should wait until the DA makes a decision, then we can review it and go from there. Atty. Mueller advised the committee to not take any action until the District Attorney makes a decision.

A motion to hold the request by Ald. Wery was made by Ald. Zima, seconded by Ald. Sladek. Motion carried 3-0.

10. Request to consider contracting with Carlson Dettman Consulting to conduct a classification and compensation study of all regular positions in the City, except for protective service positions and engineering positions previously studied. The cost of conducting the study is estimated to be \$59,500, plus mileage and travel expenses to conduct the full study for up to 170 job classifications. Consultant's fee will be adjusted by \$250 per job evaluation over or under the 170 classifications. Following adoption of the plan the Consultant will also be available to handle classification appeals for \$150 per appeal.

Director Boland reviewed the reasons why a recommendation is being made for an outside consultant to conduct a job analysis and compensation study which included:

- The assessment tool the City has been using was developed in 1980's and is no longer being updated or used in the compensation industry.
- The assessment tool used by Carlson Dettman has been tested many times in both the public and private sectors.
- The consultant has many outside resources and salary market measurements that it uses to determine appropriate compensation levels.
- The current classifications and positions need to be reviewed and a salary program or scale established that reflects both the market and internal relationships.
- A compensation study can be a very controversial process and the consultants are well-equipped to address the many questions and concerns that will be raised
- A consultant can provide us with the expertise and best practices learned by utilizing this system across the industry.
- An over haul of the City's pay plan and job analysis really requires the skills of an expert with a lot training and experience in the field.
- HR staff will be trained to use the system so that maintenance of the compensation program will be done internally.

Director Boland then reviewed the turnover report. Over the last three years, there has been 60% percent turnover in department heads, 27.6% turnover in managers and professionals, 24.3% turnover for general employees, 18.5% for fire fighters and 18.3% for police sworn. The reasons employees left over the last three years were 73 resigned and 123 retired. The last information requested was on the exit interview process. In July 2013, the exit interview process was restructured and employees can complete the process online or in person. Results received show the reasons for leaving, whether it's pay, job change/career advancement, retirement, etc.

Ald. Zima noted the number of employees who completed the exit interview is less than the number of employees who terminated employment and feels the exit interview should be a requirement of employment.

Ald. Zima asked about the estimated cost of mileage and travel fees. Director Boland stated Carlson Dettman agreed that mileage and travel expenses would not exceed \$3,000.

Ald. Zima stated there needs to be a breakdown by department of the employees who left due to pay in order to determine if the City has a problem. Ald. Zima does not support this request at this time.

Ald. Sladek thanked staff for their work in preparing the information that had been requested, although the results were not as compelling as he anticipated. Ald. Sladek is disturbed by the overall turnover numbers, but it appears 5/8 of the turnover is due to retirements and 3/8 is resignations. The exit interview survey results show a total of 15% of the employees left due to pay or benefits. Ald.

Sladek would agree to hold this item to target groups where the turnover story is more compelling.

A motion to hold until the next meeting the request to consider contracting with Carlson Dettman to conduct a classification and compensation study and have staff bring back further information on turnover was made by Ald. Zima, and seconded by Ald. Sladek. Motion carried 3-0.

11. Review of labor negotiations with Police.

A motion to convene in closed session was made by Ald. Sladek and the closed session language read. Roll call vote taken, 3-0.

Report out of closed session was to have staff continue to provide updates on labor negotiations with the Police Association.

12. Report of Routine Personnel Actions for regular employees.

A motion to receive and place on file the report of Routine Personnel Actions was made by Ald. Zima and seconded by Ald. Sladek. Motion carried 3-0.

There being no further business, a motion to adjourn was made by Ald. Sladek and seconded by Ald. Zima at 9:07 p.m. Motion carried unanimously.

Respectfully submitted,  
Peggy Barden  
Recording Secretary