

PERSONNEL COMMITTEE

March 8, 2021 - 6:05 PM

(or immediately following previously scheduled meeting)

Zoom Teleconferencing

Join Zoom Meeting

<https://us02web.zoom.us/j/85270667536?pwd=RTdnYW4xZEYxbEpQM09nRVF4MjMwdz09>

Meeting ID: 852 7066 7536 | Passcode: 873304

By Phone: +1-312-626-6799 (US Chicago)

(A quorum of the City Council may attend this meeting)

AGENDA

Discussion and Possible Action on:

1. Roll Call
2. Request to Promote employee at Central Transportation (Transit) Division, per Administrative Policy 2.06.
3. 2021 - 2023 tentative agreement with the Stevens Point Police Officers Organization.
4. Conducting a pay plan market survey update.
5. Administrative Policy 1.18 Tobacco, Nicotine, Vapor, and Non-Tobacco Smoking Products.
6. Adjournment.

Meeting Rider

Any person who has special needs while attending this meeting or needing agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, TDD # 346-1556 or by mail at 1515 Strongs Ave., Stevens Point, WI 54481.

Copies of ordinances, resolutions, reports and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 a.m. to 4:00p.m.



February 25, 2021

To: Mayor and Personnel Committee

Re: Request for internal promotion

Mayor and Personnel Committee:

The Transportation Division is requesting permission to move forward with an employee promotion to fill the vacant Mobility Coordinator position.

The employee being considered for transfer, Kevin O'Donnell, has satisfactorily completed his probationary period and meets the requirements spelled out in Administrative policy 2.06. Kevin possesses the qualifications and skills needed for the position. Kevin has been in his current position as Dispatch/Scheduler since June 2, 2020. He has proven to be an outstanding employee, both in performance and reliability. His customer relations skills are outstanding. Kevin has a bachelor's degree in disabilities studies, and advertising/entrepreneurship. He has experience working with individuals who are disabled and in program development and outreach. His current work history at Central Transportation compiled with his education and background make him an ideal candidate for the Mobility Management position.

I support and approve of the request that has been made by Transit Superintendent Susan Lemke to promote Mr. O'Donnell to the position of Mobility Coordinator for the transportation division.

Thank you for your consideration,

A handwritten signature in black ink that reads 'Joel Lemke'. The signature is written in a cursive, flowing style.

Joel Lemke
Director of Public Utilities and Transportation

**** CITY OF STEVENS POINT ****
ADMINISTRATIVE POLICY

Policy Title: Promotions and Transfers Policy No. 2.06

Date of Issuance: December 18, 1989

Revision Date: Feb.19, 1990, March 18, 1996, Nov. 16, 2015

Description: The policy of the City is to fill position vacancies by promotion or transfer whenever practical and in the best interests of the City. This explains the City's policy on promotions and transfers for employees whose position is on the City's Pay Plan.

1. When a vacancy exists for management level positions, candidates seeking promotion and/or transfer must have satisfactorily completed their evaluation period and possess the qualifications and skills needed in the vacant position.
2. Requests for promotion for management level positions (except Police and Fire) must be submitted by the applicant's supervisor to the Mayor and Personnel Committee for approval. The request for promotion should include information relative to the employee's qualifications to fill the vacancy. Promotions for hourly employees will be approved by the Department Head. Requests for promotion of Police and Fire Personnel to management level positions shall go to the Police and Fire Commission
3. Promotions or transfers are considered final after a six month evaluation period has been satisfactorily completed in the new position.

A promoted employee who does not successfully complete the required evaluation period may be given the opportunity to return to his/her former position, or a comparable one. If a position is not available, the employee must wait for a vacancy or may see employment elsewhere.

4. The starting salary upon promotion shall be the first step in the grade the position resides that provides the employee an increase of a minimum of 5%. If there is not a step in the grade that provides the employee an increase of at least 5%, then the increase will be 2% above the employee's current pay rate.

Assistant Chief's in the Police and Fire Departments shall start at a minimum of Step 3. The Police and Fire Commission may also request a higher starting step. Such request shall go to the Personnel Committee.

In the case of a transfer to a position in the same grade as the employee's current position, the salary shall remain the same, and the progression in the pay plan (time until

next step) shall also remain the same.

Tentative Agreement for Ratification
City of Stevens Point
To
The Stevens Point Police Officers Organization
February 2, 2021

1. Article 3 – Hours – Put the Permanent Shift Schedule Side Agreement into the contract language.

2. Article 3 – Hours – (J) Resource Officer

Eliminate language beginning on line 17 “neither” through remaining language of the paragraph. Replace with:

SRO assigned to summer hours shall be allowed to submit time off selections upon notification of summer duty assignment. SRO will have one week to complete scheduled time off selections. These scheduled time off selections shall have no impact on staffing levels or granting time off to officers regularly assigned to either Patrol or the Investigation Bureau.

All other discretionary time off requests shall follow established policy in regard to manpower for the assigned workgroup.

Summer hours shall be defined as the expected timeframe commonly referred to as “summer break” and unexpected events which no longer require the SRO to be assigned to a school.

3. Article 4- Overtime

3. All overtime will be paid or given as compensatory time off at the option of the officer, as specified by the Federal Fair Labor Standards Act **subject to the limitations outlined in #4 below**. The maximum accumulation of compensatory time allowed will be 480 hours after which employees will be required to take payment for overtime hours. All compensatory time earned prior to 01-01-99 will be grandfathered, but employees will not be able to add to said amount until the accumulation falls below the 480-hour maximum cap.

4. **An employee may, at his/her option, request that the City pay out any amount of his/her accumulated comp time he/she has earned within the current calendar year.** The employer shall provide notice of comp time balances to the employee no later than November 15th each year. **Employees may carry over current year earned comp time at the employee’s choice by notification to the employer no later than December 1st each year, otherwise it will be paid out. Any requests received after**

December 1st of each year will be denied for carry-over. The rate of payment will be at the employee's current hourly rate. The maximum amount of comp time hours an employee is allowed to accumulate is 480 hours. If an employee has 480 hours of comp time and earns overtime in the current pay period, the employee will be paid automatically for the overtime worked within the current pay period. Comp time accumulated and carried over from prior calendar year(s) may only be taken as time off with two exceptions. Exception one, if an employee is terminated, for any reason, the City shall pay out all earned and accumulated comp time regardless of the accumulation date. The employee will pay all employee required WRS contributions for prior year and current year earned comp time (WRS contribution rate is based on the year earned). This payment shall be paid separate from the employee's final paycheck at the employee's hourly rate of pay at the time of payment. Exception two, when an employee retires, his/her earned and accumulated comp time will be rolled over into a Post-Employment Health Plan (PEHP).

(for implementation purposes) all current comp time balances as of the ratification of the 2021-2023 contract shall be considered current year earnings and eligible for payout no later than December 1st, 2021. Any remaining balance as of December 2nd, 2021 shall be considered carry-over.

4. Article 20 - Compensation for Continuing Education - Insert City Admin Policy Language

All educational reimbursements and payments are limited to a maximum amount determined by IRS regulations, currently \$5,250.00, for each employee per calendar year. The maximum amount shall be the amount, regardless of whether or not part or all of the amount is a working condition benefit per IRS regulations, that is excludable from wages for tax reporting purposes. Amounts excludable as a working condition do not affect the maximum amount reimburseable by the City.

(The parties will work on separate communication that will grandfather what the parties believe is one employee currently in a program. The Union will survey its membership to see if any others are in a current program for grandfather consideration).

5. Article 41 – Term of Agreement – Modify to read as follows:

Term: This Agreement shall become effective as of January 1, 2021, and remain in full force and effect through December 31, 2023, and shall renew itself for an additional one-year period thereafter unless either party pursuant to this article, has notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period. Only wages shall be retro active.

Bargaining Procedure: The parties to this Agreement shall meet by September 1, 2023, to exchange proposals for a successor to this entire Agreement.

6. Wages

Increase Wage Scale as follows for the Officer position:

Modify Wage Scale for Officer position moving the 12 year Step to 7 years.

Effective 1/1/2021	2.5%
--------------------	------

Effective 1/1/2022	2.5%
--------------------	------

Effective 1/1/2023	2.5%
--------------------	------

Increase Wage Scale as follows for the Sergeant and Lieutenant positions:

Effective 1/1/2021	2.75%
--------------------	-------

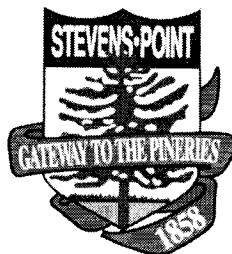
Effective 1/1/2022	2.75%
--------------------	-------

Effective 1/1/2023	2.75%
--------------------	-------

Add a new provision for Lateral Hires to read as follows:

A Lateral Transfer Candidate (LTC) is defined as an individual seeking employment with the Department who is currently employed at another law enforcement agency, is certified and meets the standards for employment for the City of Stevens Point Police Department. When considering an LTC with prior law enforcement experience for vacancies, the Chief shall have the authority and discretion, based on prior years' experience, education and additional skills to determine singly or in combination the rate of pay and vacation eligibility accrual that may be granted to such qualified LTC upon hire. Any consideration shall not exceed seven (7) years of full time sworn law enforcement experience. No other contractual benefits or privileges are extended to recognize prior service. Lateral entry officers shall be subject to the probationary period.

If the LTC does not successfully complete his/her probationary period, vacation leave advanced at the time of hire will not be available for pay-out at separation of employment. Any of the advanced vacation leave that was used by the LTC during his/her probationary period prior to separation of employment shall be paid back to the City via payroll deduction or other method agreed upon by the City and LTC. Other benefits will be paid or withheld pursuant to the terms of this Agreement.



October 30th, 2020

FROM: City Bargaining Team

RE: TA's – 2020 CBA Negotiation - SPPOO

PROPOSED TENTATIVE AGREEMENTS

Based on the meetings which have occurred, the Tentative Agreements are as follows:

1. Article 4, Section C – Court Appearances

Court time shall be defined as follows: Any duty-related pretrial, trial, preliminary trial, mental health hearing, juvenile hearing, probation/parole hearing, civil hearing/trial, pretrial conference, administrative review or other judicial function.

2. Article 18 – Training,

Section G – Firearms Training:

Officers use. All officers who attend training on off-duty time shall receive a minimum of two (2) hours pay at time and one-half (1 ½) the normal hourly rate or compensatory time off at the discretion of the employee. However, provided in the case of budget necessity, the Chief of Police shall have discretion.

Section K 2 – Officers Assigned to 4-On, 4-Off, 12-Hour Patrol Schedule

- a. Maximum of twelve (12) days per calendar year for officers and a maximum of sixteen (16) Days per calendar year for officers involved in ~~ESS~~ SWAT and Negotiators Assignments;

Section P:

Correct misspelling from “rime” to “time”.

3. Article 19 – Field Training Officers

Section D – Eliminate as the department does not have two Sgts. on a shift and has not in some time. Re-letter following sections as needed after D is removed.

4. Article 21 – Compensation for Assuming Superior Ranking Officer's Duties:

Any officer ~~being of patrolman or ranking officer status,~~ who is assigned by written personnel order, the duties of a superior officer shall be ~~advanced to the next pay grade~~ paid at the current rate of pay for the assigned position for the duration of the assignment. Payment shall begin with the first day of assignment. The City shall reserve the right of attrition.

5. Article 23 – Grievance Procedure, Section D – Steps in the Procedure:

1. Step 1: The aggrieved employee shall present the grievance orally to another Assistant Chief.

6. Article 29 – Testing and Promotions, Section B – Promotions:

All newly appointed Lieutenants and ~~Police~~ Sergeants shall be considered probationary appointments under the following terms as applicable:

1. Lieutenants and sergeants of regular appointment.

2 and 3: delete language – promotions should come from within the bargaining unit. Outside applicants should only be considered if no bargaining unit member applies for the promotion.

3. In the case of a probationary lieutenant or sergeant who Police.

4. In the case of a probationary lieutenant or sergeant who City.

7. Incorporate side letter for canine officers into contract.

8. Article 19 – Field Training Officers

C. An FTO Supervisor shall be awarded 12 hours of compensatory time as FTO Supervisor compensation for completing the majority of Step 1, 2, or 3 of the FTO process when assigned and actively engaged in the supervising each FTO and Probationary Officer or completion of an assigned Supervisor Field Training program designed for new supervisor transition. (Six (6) hours of compensatory time shall be awarded for Step 4.) There shall be no proration of the 12 hours of FTO Supervisor compensation for any given step.

Andrew Beveridge
City Attorney



March 1, 2021

MEMORANDUM

TO: Personnel Committee Members

FROM: Lisa Jakusz, HR Manager; Corey Ladick, Comptroller-Treasurer

RE: Market Survey Update

In 2013, the City of Stevens Point contracted with Carlson Dettman for a pay study of non-represented positions. The purpose of the study was to establish a pay system for those employees whose pay was not governed by a collective bargaining agreement.

There was a great deal of controversy over the pay study and as a result, the City opted to contract with Springsted (now Baker Tilly) to conduct a market survey in 2016. The results of that market survey were implemented in 2017.

Since that time, the City has worked to keep our pay plan "current" by:

- *providing annual increases in the matrix (salary ranges) based on CPI as established by the Wisconsin Employment Relations Commission
- *providing additional increases in 2019 and 2020
- *using Step 2 as the start step for new hires

The Mayor and City Staff worked collaboratively with former Personnel Committee Chairperson McComb and the current Chairperson Shorr on pay plan updates. However, being that we are now 5 years out from the last market survey and the increase in the number of position descriptions being submitted for review, we feel it would be appropriate to undergo a market survey in 2021 for implementation in 2022.

Regarding the financial impact, if a position is changed, typically the impacts of that are spread out over time. For example, employees currently get pay plan steps (extra increases beyond the inflation adjustment) every 1, 2, or 3 years depending on where they are on the pay plan. When someone gets put into a higher grade, the primary impact of that could simply be that the employee moves a step every year rather than every 2 years. While that is a real impact financially, it tends to be manageable since it is over time.

Also, some of the larger financial impacts that we have had with implementing pay plans in the past have been the adjustment issues of converting to an entirely new pay plan. However, since this is just an update, the hope is that we would not have those financial impacts associated with converting to an entirely new pay plan.

*** * CITY OF STEVENS POINT * ***
ADMINISTRATIVE POLICY

Policy Title: Tobacco, Nicotine,
Vapor, and Non-Tobacco
Smoking Products

Policy No. 1.18

Date of Issuance: March XX, 2021

Revision Date:

Description: The purpose of this policy is to ensure a workplace free of tobacco, nicotine products, and vapor products for all City employees. The negative health effects of tobacco and nicotine are well known, as are the effects of inhaling the combustion products of any other plant matter. Studies of the health effects on the use of electronic smoking devices' vapor emissions and cartridge contents have found a number of dangerous substances including carcinogens such as formaldehyde, acetaldehyde, lead, nickel, and chromium, and PM 2.5, acrolein, tin, toluene, and aluminum which are associated a range of negative health effects such as skin, eye, and respirator irritation, neurological effects, damage to reproductive systems, and even premature death from heart attacks and stroke.

1. Definitions:

- a. "Tobacco product" has the meaning given in section 139.75(12) of the Wisconsin Statutes, or its successor.
- b. "Nicotine product" has the meaning given in section 134.66(1)(f) of the Wisconsin Statutes, or its successor.
- c. "Non-tobacco smoking product" means any product not containing tobacco which is designed to be ignited and the combustion products inhaled, including but not limited to industrial hemp cigarettes and loose industrial hemp packaged and marketed for smoking.
- d. "Vapor product" means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. This does not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes, and is being marketed and sold solely for that approved purpose.

2. Policy:

No City employee shall use or possess any tobacco product, nicotine product, non-tobacco smoking product, or vapor product inside any City facility or City-owned vehicle, except that smokeless tobacco products may be used at the discretion of the department head provided that such use does not negatively impact the cleanliness or professional appearance of the employee's workspace.