

NOTICE OF PUBLIC MEETING

Pursuant to Wisconsin Statutes Section 19.84, notice is hereby given to the public that a regular meeting of the **FINANCE/PERSONNEL COMMITTEE** will be held **MARCH 13, 2012 AT 7:30 P.M.** in the **CITY HALL COUNCIL CHAMBERS, SECOND FLOOR OF DE PERE CITY HALL, 335 SOUTH BROADWAY STREET, DE PERE, WISCONSIN.**

This meeting is rebroadcast on Time Warner Cable Channel 4 and Channel 99 U-verse throughout the week.

AGENDA FOR SAID MEETING

1. Roll call.
2. Approval of the minutes of the February 14, 2012 regular meeting of the Finance/Personnel Committee.
3. Overtime report of the Fire Department for the month of February 2012.
4. Overtime report of the Police Department for the month of February 2012.
5. Overtime report of the Engineering Department for the month of February 2012.
6. Consideration of 2012 Compensatory Time Policy.
7. Consider request to approve a Wellness Program for City employees.
8. Consider request to fill Clerk-Treasurer vacancy.
9. Consideration of 2012 dental insurance renewal and premiums.
10. Consider out of state travel request submitted by the Police Department.
11. Consider sale of foreclosed property at 1314 S. Broadway Street.

PLEASE TAKE NOTICE, that pursuant to Section 19.85(1)(e), Wis. Stats., the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

12. Grievance challenging Common Council mandated furloughs filed by Officer Anthony Edwards and the De Pere Police Benevolent Association.
13. Grievances challenging Common Council mandated furloughs filed by the De Pere Professional Firefighters' Association, IAFF, Local 141, on behalf of the following firefighters:

Richard Annen
Edmund Balcer

Thomas Hendricks
Todd Hendricks

Benjamin Puetz
Luke Riedi

Gregory Brown
Benjamin Cheslock
Ronald Cody
Carol Dalchow
Rodney Deviley
Richard DeWeert
Daniel Gatz

Benjamin Hermans
Daniel Hermans
Brett Jansen
Alan Matzke
Thomas Nelson
Joel Pansier

William Tews
Brian Thomson
Michael Wessley
Kurt Weyers
Jade Witt
Daniel Young

14. Grievance filed by the De Pere Professional Firefighters Association, IAFF, Local 141, on behalf of Brett Jansen.

FOR AGENDA ITEMS #12, #13 and #14, PLEASE TAKE NOTICE THAT, after the Committee has heard the grievance hearings, pursuant to Wis. Stats. §19.85(1)(a), the Committee may convene in closed session for deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before the Committee.

The Committee may then reconvene in open session to announce any decision made by the Committee or for any other purpose authorized by law.

15. Public comment and announcements.
16. Future agenda items.
17. Adjournment.

Lawrence Delo
City Administrator

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility.

Any person wishing to attend who, because of disability, requires special accommodation should contact the City Administrator's Office at 339-4044 by 4:30 p.m., March 12, 2012 so that arrangements can be made.

Agenda Sent To:

Alderspersons

Mayor

City Administrator

Department Heads

Brown County Library, De Pere Branch

De Pere Journal

Green Bay Press-Gazette

De Pere Chamber of Commerce

TV & Radio

Charlie Leiterman, President, De Pere Police Benevolent Association – interoffice mail

Tom Nelson, Executive Board Member, De Pere Professional Firefighters Association – interoffice mail

**FINANCE/PERSONNEL COMMITTEE
CITY OF DE PERE, WISCONSIN – February 14, 2012**

The Finance/Personnel Committee of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall, on Tuesday, February 14, 2012.

Mayor Michael Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Michael Donovan, Kathleen Van Vonderen and Daniel Robinson. Alderperson Larry Lueck was excused. Also present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Human Resources Director Shannon Metzler, Fire Chief Robert Kiser, Police Chief Derek Beiderwieden, Planning & Economic Development Director Ken Pabich, Finance Director Joe Zegers, Assistant Fire Chief Jim Stupka and members of the public.

Alderperson Donovan moved, seconded by Alderperson Van Vonderen, to approve the minutes of the January 10, 2012 meeting. Upon vote, the minutes were approved unanimously.

3. Overtime report of the Fire Department for the month of January 2012. Alderperson Robinson moved, seconded by Alderperson Lueck, to approve the overtime report. Alderperson Van Vonderen questioned the increase in EMS Training and staffing replacement. Chief Kiser explained training was due to paramedic refresher by all EMTs which will continue through May and staffing replacement was due to furloughs, vacation and sick time. Upon discussion and vote, motion was approved unanimously.

4. Overtime report of the Police Department for the month of January 2012. Mayor Walsh moved, seconded by Alderperson Lueck, to approve the overtime report. Chief Beiderwieden explained officer worked on holiday overtime increased due to the report covering a six week period which included four holidays, sick relief was high due to a very sick department and investigation increased due to the triple homicide. Mayor Walsh commended the Chief, Police Department and Fire Department for the handling of the triple homicide. Upon discussion and vote, motion was approved unanimously.

5. Overtime report of the Engineering Department for the month of January 2012. Alderperson Robinson moved, seconded by Mayor Walsh, to approve the overtime report. Upon vote, motion was approved unanimously.

6. Review of Revolving Loan Fund documents with Blue Oval LLC dba Culvers. Planning & Economic Development Director Pabich provided an overview of the loan documents and responded to Committee member questions. Upon discussion, Mayor Walsh moved, seconded by Alderperson Donovan, to approve the loan documents. Upon vote, motion was approved unanimously.

Mayor Walsh moved, seconded by Alderperson Donovan open the meeting at 7:50 p.m. Upon vote, motion was carried unanimously.

Conroy Soik of Culvers, 1499 Lawrence Drive, De Pere spoke on behalf of the members of Blue Oval, LLC stating they were so happy to be in De Pere. He also noted that Craig Culver will be in town for a Chamber banquet on March 8 and Culvers grand opening on March 9.

Alderperson Donovan moved, seconded by Alderperson Robinson to return to regular order at 7:52 p.m. Upon vote, motion was carried unanimously.

7. Authorize payment to Green Bay Metropolitan Sewerage District, borrowing from General Fund Reserves and a payment schedule to repay General Fund. Finance Director Zegers provided an overview

DRAFT

and responded to Committee member questions. Upon discussion, Mayor Walsh moved, seconded by Alderperson Lueck to approve the payment. Upon vote, motion was approved unanimously.

8. This item was deleted.

9. Consideration of contract services from TDS as a successor agreement to the current Time Warner contract that connects City Hall to Fire Station #2. Alderperson Robinson moved, seconded by Alderperson Lueck to approve the contract. Upon discussion and vote, motion was approved unanimously.

10. Consider disposal of surplus Fire Department equipment. Alderperson Donovan moved, seconded by Alderperson Van Vonderen to approve the disposal of the surplus equipment. Upon vote, motion was approved unanimously.

11. Consider request from the Fire Department to purchase Cardiac Training Monitors utilizing Act 102 funds. Alderperson Van Vonderen moved, seconded by Alderperson Robinson to approve the purchase of the monitors. Upon vote, motion was approved unanimously.

12. Consider donation from A Better Tomorrow Wisconsin Community Outreach, Inc. to be placed in the Fire Department's donation account. Alderperson Robinson moved, seconded by Alderperson Lueck to accept the donation. Upon vote, motion was approved unanimously.

13. Investment results for the 4th quarter of 2011. Spreadsheet was provided by Finance Director Zegers for information purposes.

14. Public Comment or other Announcements. Mayor Walsh asked if there was anyone present who wished to speak during public comment and there was no one present who wished to speak so public comment was closed.

15. Future Agenda Items. None.

16/17. Grievances challenging Common Council mandated furloughs filed by Green Bay Fire Fighters Union Local 141 and Grievance filed by Green Bay Firefighters Union Local 141 on behalf of Brett Jansen. Alderperson Donovan moved, seconded by Alderperson Van Vonderen to allow Mayor Walsh and City Attorney Schmidt-Lehman to sign the proposed MOU from Local 141 agreeing to defer hearing all the furlough grievances and the Brett Jansen grievance to the March Finance/Personnel Committee meeting. Upon vote, motion was approved unanimously.

Upon motion by Mayor Walsh, seconded by Alderperson Robinson, the Finance/Personnel Committee unanimously adjourned at 8:19 p.m.

Respectfully submitted,

Jennifer Dupont
Recording Secretary

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2011

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	347.25	362.25	458	305.25	275.5	345.75	455	354.5	363.5	378.25	428	391.5	4464.75
EMS TRAINING	283	92.25	84.75	159.25	36.5	4.75	0	0	140.25	89.75	53.75	160.25	1104.5
FIRE TRAINING	19.5	92.25	100.25	285.25	93.5	10.75	10.5	13.5	18	48.5	6.5	3	701.5
RESCUE CALLS	10	14.5	12.5	14.5	3.25	152.75	16.75	18	19	10.5	4.25	10.25	286.25
FIRE CALLS	6	0.75	0	0	0	0	0	0	0	0	1.5	34.5	42.75
OFFICER MTGS.	9	11.25	3	9	6.75	13	4.5	12	5	12	9	28.75	123.25
STAFFING REP.	210	118.5	202.5	0	3	0	144.5	0	18	132.75	132.5	4.5	966.25
MAINTENANCE	0	0	8	6	0	40.5	0	0	0	22.25	0	0	76.75
PUB. ED.	0	0	13.5	6	1.5	0	0	0	6.75	37.5	0.5	0	65.75
# FIRE RUNS	32	20	35	35	39	20	47	39	46	32	24	39	408
# of EMS RUNS	138	127	154	148	177	132	165	139	138	176	129	142	1765
TOTAL HRS.	884.75	691.75	882.5	785.25	420	567.5	631.25	398	570.5	731.5	636	632.75	7831.75

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2012

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	75.25	84											159.25
EMS TRAINING	52.5	96											148.5
FIRE TRAINING	3	16											19
RESCUE CALLS	24.75	18.5											43.25
FIRE CALLS	32	24											56
OFFICER MTGS.	3	16											19
STAFFING REP.	75.75	3.75											79.5
MAINTENANCE	11.5	27											38.5
PUB. ED.	0	0											0
# FIRE RUNS	20	21											41
# of EMS RUNS	147	130											277
TOTAL HRS.	277.75	285.25	0	0	0	0	0	0	0	0	0	0	563

ANNUAL PERCENTAGE OF OVERTIME USED THROUGH 2/17/2012 11.99%

DE PERE FIRE RESCUE
STANDBY OVERTIME BREAKDOWN BY AREA
FOR THE YEAR OF 2012

AREA	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
LEDGEVIEW	9.5	10.5											20
LAWRENCE	9	18.9											27.9
ALLOUEZ	0	0											0
ASHWAUBENON	0.5	3.5											4
CTY RESCUE	0	0											0
OTHER	0	0											0
TOTAL HRS.	19	32.9	0	0	0	0.0	0	0	0	0	0	0	51.9

DE PERE FIRE/RESCUE MONTHLY LOG 2012

<u>RUN</u>	<u>Date</u>	<u>Time</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
160	2/2/2012	12:01	CD	M	A121		X	V			0
161	2/2/2012	23:51	CD	M	A111	X		A			0
162	2/3/2012	06:14	CD	F	E121,E111,L111						0
163	2/3/2012	12:57	CD	M	A111	X		V			0
164	2/3/2012	14:59	CD	R	E111						0
164 1	2/3/2012	14:59	CD	M	11,A121,A122,E111,U1		X	N			2
164 2	2/3/2012	14:59	CD	M	11,A121,A122,E111,U1		X	N			0
164 3	2/3/2012	14:59	CD	M	11,A121,A122,E111,U1		X	N			0
164 4	2/3/2012	14:59	CD	M	11,A121,A122,E111,U1		X	N			0
165	2/4/2012	11:55	CD	M	A111	X		A			0
166	2/4/2012	13:40	CD	M	A121	X		V			0
167	2/4/2012	15:25	CD	M	A121	X		B			0
168	2/4/2012	15:49	CD	M	A111	X		A			2
169	2/4/2012	19:15	CD	M	A121	X		A			0
170	2/4/2012	23:15	LA	M	A121	X		V			0
171	2/5/2012	00:59	LA	M	A121		X	N			0
172	2/5/2012	01:48	LA	M	A121	X		M			0
173	2/5/2012	06:25	CD	M	A121	X		V			0
174	2/5/2012	10:56	CD	F	E111,E121						0
175	2/5/2012	11:12	CD	M	A121	X		V			0
176	2/5/2012	14:14	CD	M	A121		X	N			0
177	2/5/2012	14:19	LE	M	A111		X	N			3
178	2/5/2012	19:27	CD	M	A111	X		B			0
179	2/6/2012	02:04	LA	M	A121		X	N			0
180	2/6/2012	06:28	CD	M	A121		X	V			0
181	2/6/2012	08:02	CD	M	A121	X		V			0
182	2/6/2012	13:33	LE	M	A111	X		B			0
183	2/6/2012	15:26	CD	M	A111		X	B			0
184	2/6/2012	15:32	CD	M	A121	X		V			2
185	2/7/2012	10:07	LA	M	A121		X	N			0

<u>RUN</u>	<u>Date</u>	<u>Time</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
186	2/8/2012	12:47	ASH	M	A121	X		A	3		0
187	2/8/2012	13:34	LA	M	A111		X	B			1
188	2/8/2012	17:44	CD	F	E111						0
189	2/8/2012	18:14	CD	F	E111						0
190	2/8/2012	22:59	CD	M	A121	X		V			0
191	2/9/2012	08:03	CD	M	A111		X	A			0
192	2/9/2012	09:18	LE	M	A111	X		N			0
193	2/9/2012	20:50	LA	M	A121	X		V			0
194	2/10/2012	06:49	CD	M	A121	X		B			0
195	2/10/2012	07:17	CD	R	E121,A122,U111,B111,						11
196	2/10/2012	08:41	CD	M	A121	X		V			0
197	2/10/2012	11:49	CD	M	A121	X		V			0
198	2/10/2012	13:53	CD	F	E121						0
199	2/10/2012	14:16	LA	M	A121		X	A			0
200	2/10/2012	16:05	ASH	M	A121		X	V	3		0
201	2/10/2012	16:34	LA	M	A111		X	N			1
202	2/10/2012	17:58	CD	M	A121		X	V			0
203	2/10/2012	20:23	CD	M	A121		X	N			0
204	2/10/2012	21:25	CD	F	E111						0
205	2/10/2012	22:04	LE	M	A111	X		B			0
206	2/10/2012	22:19	CD	M	A121	X		N			1
207	2/11/2012	00:32	CD	M	A121		X	V			0
208	2/11/2012	02:23	CD	M	A121		X	V			0
209	2/11/2012	04:51	CD	M	A111			N			0
210	2/11/2012	08:35	CD	F	E111,A111						0
210 1	2/11/2012	08:35	CD	M	A121		X	N			0
210 2	2/11/2012	08:35	CD	M	A121		X	N			0
211	2/11/2012	10:26	CD	M	A121	X		M			0
212	2/11/2012	11:45	CD	M	A111		X	A			0
213	2/11/2012	13:21	CD	F	E111,L111,E121,A121						0
214	2/11/2012	18:26	ASH	M	A121		X	N			0

<u>RUN</u>	<u>Date</u>	<u>Time</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
215	2/11/2012	21:22	LA	M	A121		X	N			0
216	2/12/2012	11:28	CD	F	E111,L111,A121,E121						0
217	2/12/2012	15:01	LA	F	E111						1
217 1	2/12/2012	15:01	LA	M	A121,A111		X	V			0
218	2/12/2012	22:49	CD	M	A121	X		M			0
219	2/13/2012	08:02	CD	F	E111						0
219 1	2/13/2012	08:02	CD	M	A121,A111		X	N			0
220	2/13/2012	08:39	CD	F	E111						0
221	2/13/2012	10:13	CD	M	A121,A111,E111	X		V			0
222	2/13/2012	13:17	CD	M	A121	X		B			0
223	2/13/2012	17:32	CD	M	A121,A111		X	N			0
224	2/13/2012	19:31	LE	M	A111	X		V			0
225	2/14/2012	01:22	LE	M	A111,E111		X	V			0
226	2/14/2012	03:42	CD	M	A121		X	N			0
227	2/14/2012	09:40	CD	M	A111		X	M			0
228	2/14/2012	14:35	CD	M	A111	X		B			0
229	2/14/2012	19:18	CD	M	A121	X		V			0
230	2/14/2012	19:47	CD	M	A111	X		B			2
231	2/15/2012	11:05	LE	M	A111		X	B			0
232	2/15/2012	11:53	CD	M	A121	X		M			3
233	2/15/2012	12:31	CD	M	A111		X	B			0
234	2/15/2012	12:59	CD	M	A121		X	N			0
235	2/15/2012	15:10	LE	M	A111		X	V			0
236	2/15/2012	15:56	CD	F	E121						0
237	2/15/2012	23:02	CD	M	A121,A111		X	N			0
238	2/16/2012	04:26	LA	M	A122		X	N			0
239	2/16/2012	06:05	CD	M	A122		X	V			0
240	2/16/2012	11:03	ASH	M	A121		X	N			0
241	2/16/2012	13:22	LE	M	A111	X		B			0
242	2/16/2012	19:27	CD	M	A121	X		V			0
243	2/17/2012	03:51	CD	M	A121		X	A			0

<u>RUN</u>	<u>Date</u>	<u>Time</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
244	2/17/2012	09:24	CD	F	E111						0
245 1	2/17/2012	12:01	LA	M	A121		X	N			0
245 2	2/17/2012	12:01	LA	M	A121		X	N			0
245 3	2/17/2012	12:01	LA	M	A121		X	N			0
246	2/17/2012	21:59	LE	M	A111		X	N			0
247	2/17/2012	22:29	LE	M	A111	X		B			0
248	2/18/2012	00:26	LE	M	A111	X		B			0
249	2/18/2012	02:10	CD	M	A111		X	A			0
250	2/18/2012	13:52	LA	M	A121		X	M			0
251	2/18/2012	19:27	LE	M	A111	X		V			0
252	2/19/2012	00:38	LA	M	A121	X		M			0
253	2/19/2012	04:14	CD	M	A121	X		N			0
254	2/19/2012	06:10	CD	M	A121	X		V			0
255	2/19/2012	11:07	CD	M	A111	X		V			0
256	2/19/2012	21:30	LA	M	A121		X	M			0
257	2/20/2012	09:08	CD	M	A111, E111		X	V			0
258	2/20/2012	10:17	LA	M	A121		X	M			0
259	2/21/2012	04:34	CD	M	A121	X		B			0
260 1	2/21/2012	10:05	CD	M	A111		X	V			0
260 2	2/21/2012	10:05	CD	M	A111		X	V			0
261	2/21/2012	10:26	CD	M	A121,E111,E121	X		V			2
262	2/21/2012	13:22	CD	M	A121	X		B			0
263	2/21/2012	14:15	CD	M	A111,A121		X	A			0
264	2/22/2012	10:37	CD	F	E111,E121,A121						0
265	2/22/2012	16:31	CD	M	A111	X		A			0
266	2/22/2012	17:54	CD	M	A121	X		V			0
267	2/22/2012	19:21	LA	M	A121		X	M			0
268	2/22/2012	22:49	LA	M	A121	X		B			0
269	2/22/2012	23:39	CD	M	A121	X		M			0
270	2/23/2012	08:42	CD	M	A121	X		V			0
271	2/23/2012	19:15	CD	M	A111		X	N			0

<u>RUN</u>	<u>Date</u>	<u>Time</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
272	2/24/2012	00:53	CD	M	A111,A121		X	N			0
273	2/24/2012	07:18	CD	M	A111	X		B			0
274	2/25/2012	02:20	CD	R	A111,A121,B111						1
275	2/25/2012	09:54	CD	M	A111	X		V			0
276	2/25/2012	10:29	CD	M	A121	X		V			1
277	2/25/2012	13:41	LA	M	A121	X		M			0
278	2/25/2012	15:02	LA	M	A121	X		M			0
279	2/25/2012	19:09	LA	M	A121		X	N			0
280	2/25/2012	19:22	LA	M	A121	X		M			0
281	2/26/2012	13:22	ASH	M	A121		X	A	1		0
282	2/26/2012	15:34	CD	F	E111						0
283	2/26/2012	18:59	CD	M	A121	X		V			0
284	2/27/2012	03:08	LE	M	A111		X	V			0
285	2/27/2012	03:59	CD	M	A111	X		V			0
286	2/27/2012	11:45	LA	M	A121	X		M			0
287	2/27/2012	13:34	LA	M	A121	X		M			0
288	2/27/2012	14:07	LA	F	E111,E121,A111,C101						0
289	2/28/2012	02:21	CD	F	E121,E111,A121,L111						0
290	2/28/2012	08:55	LE	M	A111	X		A			0
291	2/28/2012	09:27	CD	M	A122		X	B			2
292	2/28/2012	10:41	CD	M	A122		X	N			0
293	2/28/2012	11:23	CD	M	A122	X		B			0
294	2/28/2012	19:14	CD	M	A121		X	N			0
295	2/28/2012	19:41	CD	M	A111	X		B			0
296	2/28/2012	21:54	CD	M	A121		X	N			0
297	2/29/2012	08:32	CD	M	A121	X		M			0
298	2/29/2012	11:28	CD	M	A121	X		B			0
299	2/29/2012	11:39	CD	M	A111	X		V			4
151				151		66	63	130	3	0	39

DE PERE FIRE/RESCUE				
OVERTIME REPORT				
MONTH OF FEBRUARY, 2012				
PERSONNEL	DATE	ACTUAL HOURS	O.T. HOURS	REASON
BALCER	29-Jan	1.17	1.75	WORK OVER EMS
HERMANS, B.	29-Jan	0.50	0.75	WORK OVER EMS
WESSLEY	29-Jan	0.50	0.75	WORK OVER EMS
YOUNG	30-Jan	0.75	1.00	WORK OVER EMS
ANNEN	31-Jan	3.00	4.50	PARAMEDIC CME
BALCER	31-Jan	3.00	4.50	PARAMEDIC CME
DEVILEY	31-Jan	3.00	4.50	PARAMEDIC CME
HENDRICKS, TD.	31-Jan	3.00	4.50	PARAMEDIC CME
NELSON	2-Feb	2.50	3.75	STAFFING REPLACEMENT
ANNEN	3-Feb	1.25	3.00	EMS STANDBY
BALCER	3-Feb	1.25	3.00	EMS STANDBY
HENDRICKS, TM.	4-Feb	1.25	3.00	EMS STANDBY
PANSIER	4-Feb	1.25	3.00	EMS STANDBY
DE WEERT	5-Feb	1.00	1.50	WORK OVER EMS
BALCER	5-Feb	1.33	2.00	WORK OVER EMS
BROWN	5-Feb	1.00	1.50	WORK OVER EMS
BALCER	5-Feb	1.00	3.00	EMS STANDBY
PANSIER	5-Feb	1.00	3.00	EMS STANDBY
DALCHOW	5-Feb	1.00	3.00	EMS STANDBY
NELSON	6-Feb	0.67	1.00	WORK OVER EMS
WITT	6-Feb	0.67	1.00	WORK OVER EMS
DALCHOW	6-Feb	1.00	3.00	EMS STANDBY
WITT	6-Feb	1.00	3.00	EMS STANDBY
DATZ	6-Feb	1.50	2.25	EMS TRAINING
ANNEN	7-Feb	2.67	4.00	OFFICERS MEETING
BALCER	7-Feb	2.67	4.00	OFFICERS MEETING
WEYERS	7-Feb	2.67	4.00	OFFICERS MEETING
DALCHOW	7-Feb	2.67	4.00	OFFICERS MEETING
GATZ	7-Feb	1.50	2.25	EMS TRAINING
NELSON	8-Feb	2.50	2.50	FIRE TRAINING
BALCER	8-Feb	4.50	6.75	FIRE TRAINING
WITT	8-Feb	1.25	3.00	EMS STANDBY
PUETZ	10-Feb	3.00	4.50	EMS TRAINING
CHESLOCK	10-Feb	3.00	4.50	WORK OVER EMS
ANNEN	10-Feb	2.00	3.00	WORK FIRE
ANNEN	10-Feb	2.00	3.00	WORK FIRE
BROWN	10-Feb	2.00	3.00	WORK FIRE
MATZKE	10-Feb	2.00	3.00	WORK FIRE
NELSON	10-Feb	2.00	3.00	WORK FIRE
TEWS	10-Feb	2.00	3.00	WORK FIRE
THOMSON	10-Feb	2.00	3.00	WORK FIRE
YOUNG	10-Feb	2.00	3.00	WORK FIRE
BROWN	10-Feb	1.00	1.50	MAINTENANCE
BROWN	10-Feb	1.00	1.50	FIRE TRAINING
NELSON	10-Feb	1.00	1.50	FIRE TRAINING
WESSLEY	10-Feb	1.00	1.50	FIRE TRAINING

BALCER	10-Feb	1.00	3.00	EMS STANDBY
BALCER	10-Feb	1.00	3.00	EMS STANDBY
BALCER	12-Feb	1.00	3.00	EMS STANDBY
BALCER	14-Feb	1.00	3.00	EMS STANDBY
PANSIER	14-Feb	1.00	3.00	EMS STANDBY
BALCER	14-Feb	3.00	4.50	PARAMEDIC CME
JANSEN	14-Feb	3.00	4.50	PARAMEDIC CME
DEVILEY	14-Feb	3.00	4.50	PARAMEDIC CME
DALCHOW	15-Feb	1.50	3.00	EMS STANDBY
PUETZ	15-Feb	1.50	3.00	EMS STANDBY
WITT	15-Feb	1.50	3.00	EMS STANDBY
BROWN	16-Feb	1.00	1.50	MAINTENANCE
DALCHOW	16-Feb	2.00	3.00	EMS TRAINING
BALCER	17-Feb	1.50	2.25	FIRE TRAINING
HENDRICKS, TM.	19-Feb	0.50	0.75	WORK OVER EMS
NELSON	19-Feb	1.00	1.50	WORK OVER EMS
TEWS	19-Feb	0.33	0.50	WORK OVER EMS
NELSON	21-Feb	3.00	4.50	EMS TRAINING
WITT	21-Feb	1.00	3.00	EMS STANDBY
BALCER	21-Feb	1.00	3.00	EMS STANDBY
PUETZ	21-Feb	3.00	4.50	PARAMEDIC CME
CODY	22-Feb	3.00	4.50	PARAMEDIC CME
DALCHOW	22-Feb	3.00	4.50	PARAMEDIC CME
GATZ	22-Feb	3.00	4.50	PARAMEDIC CME
HENDRICKS, TM.	22-Feb	3.00	4.50	PARAMEDIC CME
MATZKE	22-Feb	3.00	4.50	PARAMEDIC CME
NELSON	22-Feb	3.00	4.50	PARAMEDIC CME
PANSIER	22-Feb	3.00	4.50	PARAMEDIC CME
HENDRICKS, TM.	24-Feb	2.00	3.00	EMS TRAINING
WITT	25-Feb	1.25	3.00	EMS STANDBY
BALCER	25-Feb	1.00	3.00	EMS STANDBY
PANSIER	27-Feb	8.00	12.00	MAINTENANCE
HENDRICKS, TD.	27-Feb	3.00	4.50	PARAMEDIC CME
BROWN	28-Feb	3.00	4.50	EMS TRAINING
WITT	28-Feb	1.00	3.00	EMS STANDBY
BALCER	28-Feb	1.00	3.00	EMS STANDBY
BROWN	28-Feb	8.00	12.00	MAINTENANCE
PANSIER	29-Feb	1.00	3.00	EMS STANDBY
PUETZ	29-Feb	1.00	3.00	EMS STANDBY
DALCHOW	29-Feb	1.00	3.00	EMS STANDBY
RIEDI	29-Feb	1.00	3.00	EMS STANDBY
		166.10	285.25	

DE PERE FIRE RESCUE REPORT

FOR THE MONTH OF FEBRUARY 2012

RUN LOCATION	CITY OF DE PERE		TOWN OF LEDGEVIEW		TOWN OF LAWRENCE		MUTUAL AID RESPONSES		TOTALS	
	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD
TOTAL RUNS	83	192	15	34	27	45	5	6	130	277
RUNS TRANSPORTED	62	151	12	29	17	32	3	4	94	216
ALS RUNS	46	95	8	22	10	22	1	1	65	140
%ALS OF RUNS TRANS.	74%	63%	67%	76%	59%	69%	33%	25%	69%	65%
%ALS/ALL RUNS	55%	49%	53%	65%	37%	49%	20%	17%	50%	51%

RUN DESTINATION

	MONTH	YTD
AURORA	14	33
BELLIN	23	53
ST. MARYS	17	31
ST. VINCENT	36	95
NO TRANSPORT	40	65
TOTAL	130	277

TOTALS ARE CORRECT

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE</u>
186	ASHWAUBENON	FULLSQD
200	ASHWAUBENON	FULLSQD
281	ASHWAUBENON	1 PARAM.

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE</u>

FEBRUARY, 2012

***OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS SICK LEAVE	OVERTIME
2-2	2.5	3.75
TOTAL	2.5	3.75

*Overtime generated when staffing levels fall below minimum, as a result of sick leave.

MORE THAN 3 STAND BYs CALLED IN

CALL NO.	NO. ON DUTY	STANDBYS CALLED	GOT	REASON
12-164	8	4	2	Murder/suicide of 4 people
12-177	7	4	3	2 calls at same time
12-184	6	4	2	2 calls at same time
12-217	7	4	1	Motor vehicle rollover
12-274	7	4	1	Water rescue on Fox River
12-291	6	4	2	2 calls at same time
12-299	7	4	4	2 calls at same time

DE PERE FIRE RESCUE MONTHLY REPORT

FEBRUARY, 2012

	CITY OF DE PERE	TOWN OF LAWRENCE	TOWN OF LEDGEVIEW	MUTUAL AID	TOTAL RESPONSES
FIRE INCIDENTS (other)	10	2	0	0	12
ACTUAL FIRE INCIDENTS	0	0	0	0	0
EXTRICATION	0	0	0	0	0
RESCUE CALLS	83	27	15	5	130
PUBLIC SERVICE	9	0	0	0	9
TOTALS	102	29	15	5	151

ESTIMATED TOTAL FIRE LOSS FOR MONTH \$30

NUMBER OF FF'S ON DUTY	PER DAY
9 FF'S ON DUTY	0
8 FF'S ON DUTY	14
7 FF'S ON DUTY	12
6 FF'S ON DUTY	3

NUMBER OF PARAMEDICS ON DUTY	PER DAY
3 PARAMEDICS ON DUTY	0
4 PARAMEDICS ON DUTY	3
5 PARAMEDICS ON DUTY	15
6 PARAMEDICS ON DUTY	11

RESPONSE BY UNITS	
ENGINE 111	25
ENGINE 121	11
ENGINE 122	0
LADDER 111	4
AMBULANCE 111	57
AMBULANCE 121	88
AMBULANCE 122	10
CHIEF 101	2
CHIEF 102	1
UTILITY 111	5
BOAT	2
TOTAL	205

Fire Department, City of De Pere, WI

Jim's Standby Activity Report

Date Between {02/01/2012} And {02/29/2012}

Date:	Activity Code	Activities Performed	Total Hrs	Pct Hrs
02/03/2012	4-2 Called 4, got 2	Emergency Response	02:33	6.52 %
02/04/2012	3-2 Called 3, got 2	Equipment	01:19	3.36 %
02/04/2012	3-2 Called 3, got 2	Other Activities	01:19	3.36 %
02/05/2012	4-3 Called 4, got 3	Equipment Checks	01:00	2.54 %
02/05/2012	4-3 Called 4, got 3	Building Maintenance	01:00	2.54 %
02/05/2012	4-3 Called 4, got 3	Preplanning	01:00	2.54 %
02/06/2012	4-2 Called 4, got 2	Station Decontamination	04:00	10.19 %
02/08/2012	2-1 Called 2, got 1	Inventory Replenishment	01:00	2.54 %
02/10/2012	3-1 Called 3, got 1	Station Decontamination	01:00	2.54 %
02/10/2012	2-1 Called 2, got 1	Inventory Replenishment	01:00	2.54 %
02/12/2012	4-1 Called 4, got 1	Answer Phones	01:00	2.54 %
02/14/2012	3-2 Called 3, got 2	Inventory Replenishment	02:02	5.19 %
02/15/2012	3-3 Called 3, got 3	Preplanning	04:00	10.19 %
02/15/2012	3-3 Called 3, got 3	Station Decontamination	02:00	5.09 %
02/21/2012	2-2 Called 2, got 2	Station Decontamination	02:00	5.09 %
02/25/2012	4-1 Called 4, got 1	Equipment Checks	02:00	5.09 %
02/25/2012	2-1 Called 2, got 1	Station Decontamination	01:00	2.54 %
02/28/2012	4-2 Called 4, got 2	Station Decontamination	02:00	5.09 %
02/29/2012	4-4 Called 4, got 4	Station Decontamination	04:00	10.19 %
02/29/2012	4-4 Called 4, got 4	Preplanning	04:00	10.19 %
		28	39:14	

Fire Department, City of De Pere, WI

Jim's No Standby's Responded Report

Date Between {02/01/2012} And {02/29/2012}

Activity Code	Number of Incidents	Total Hrs	Pct Hrs
3-1 Called 3, got 1	1	01:00	7.96%
4-1 Called 4, got 1	2	03:00	23.88%
4-2 Called 4, got 2	6	08:33	68.15%
	<u>9</u>	<u>12:33</u>	

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2012

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV**	DEC*+	TOTAL
OFFICER SICK RELIEF	111.00	69.00											180.00
OFFICER WORKED ON HOLIDAY	169.75	10.00											179.75
OFFICER FOR COURT	15.00	18.00											33.00
OFFICER TRAINING	31.00	13.00											44.00
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING		8.25											8.25
STAFFING LEVEL	133.50	79.50											213.00
INVESTIGATION	142.25	68.75											211.00
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	31.50	43.00											74.50
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		11.25											11.25
MISCELLANEOUS	5.75	16.50											22.25
MISCELLANEOUS REIMBURSED	72.75	95.50											168.25
Gross OFFICER OVERTIME	712.50	432.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1145.25
SUBTOTAL REIMBURSED OVERTIME	(104.25)	(143.75)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(254.00)
NET OFFICER OVERTIME	608.25	289.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	891.25
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Overtime Budget: \$130,000.00													
Expenditures through \$3,669.00													
Percent of Total Budget: 2.82%													

NOTES:

* Period 12/24/2011 - 2/3/2012
 **Period 2/4/2012 - 3/2/2012
 ***Period

+Period
 ++Period
 ^Period

#Period
 ##Period
 ^^Period

^^Period
 *+Period
 *+*Period

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2011**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV+^	DEC+*	TOTAL
OFFICER SICK RELIEF	24.00	72.00	269.50	24.00	54.75	72.75	17.25	67.00	58.50	51.75	9.75	163.50	884.75
OFFICER WORKED ON HOLIDAY	154.50	12.00	15.00	35.50	5.00	92.50	72.00	10.75	123.00	4.00	56.75	4.00	585.00
OFFICER FOR COURT	12.75	9.00	21.00	15.75	43.50	4.75	31.50	12.75	6.00	31.50	15.00	9.00	212.50
OFFICER TRAINING	13.50	88.50	178.00	47.75	97.25	99.00	12.25	104.50	222.00	163.75	64.25	26.75	1117.50
OFFICER RELIEF FOR FUNERAL			5.25										5.25
OFFICER ATTEND MEETING		1.50	1.50	17.50	15.00			6.00					41.50
STAFFING LEVEL	146.25	133.00	168.00	45.00	35.50	66.25	228.25	155.25	144.75	374.50	161.00	57.00	1714.75
INVESTIGATION	79.50	61.50	137.75	57.25	41.75	67.75	66.75	104.00	79.75	73.50	50.75	105.75	926.00
HONOR GUARD FOR FUNERAL					16.00		3.00						19.00
SCHOOL LIAISON REIMBURSED	14.25	19.50	84.00	31.50	45.00	29.75	1.50	42.25	49.50	55.75	26.25	15.00	414.25
COMMUNITY RELATIONS									4.50				4.50
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		11.25	4.50	9.00	8.00	292.50	3.00	9.00	15.00	28.50	15.00	7.50	403.25
MISCELLANEOUS	12.25	24.75	87.75	1.50	1.75	5.75	2.75	2.75	16.00	13.75	14.25	4.50	187.75
MISCELLANEOUS REIMBURSED		12.00	61.75	25.75	29.50	50.50	24.75	28.25	37.50	21.00	29.50	30.75	351.25
Gross OFFICER OVERTIME	457.00	445.00	1034.00	310.50	393.00	781.50	463.00	542.50	756.50	818.00	442.50	423.75	6867.25
SUBTOTAL REIMBURSED OVERTIME	(14.25)	(42.75)	(150.25)	(66.25)	(32.50)	(372.75)	(23.25)	(79.50)	(103.00)	(105.25)	(70.75)	(53.25)	(1168.75)
NET OFFICER OVERTIME	442.75	402.25	883.75	244.25	310.50	408.75	433.75	463.00	654.50	712.75	371.75	370.50	5698.50
SECRETARY OVERTIME					3.00								3.00

Total Overtime Budget: \$137,762.00
Expenditures through 11/25/2011 \$116,766.17
Percent of Total Budget: 84.76%

NOTES:

* Period 12/25/2010 - 1/21/2011 +Period 4/2/2011 - 4/29/2011 ^^Period 10/1/2011 - 10/28/2011
 **Period 1/22-2011 - 2/18/2011 ++Period 4/30/2011 - 5/27/2011 +-Period 10/29/2011 - 11/25/2011
 ***Period 2/19/2011 - 4/1/2011 ^Period 5/28/2011 - 6/24/2011 +-*Period 11/26/2011 - 12/23/2011

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2010**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	24.00	36.00	71.25	41.75	43.50	42.00	52.50	48.00	90.25	36.00	54.00	76.50	615.75
OFFICER WORKED ON HOLIDAY	93.50	12.00	37.50	8.00	12.00	87.75	56.50	4.00	109.00	8.00	67.75	31.00	527.00
OFFICER FOR COURT	20.25	6.00	27.00	9.00	15.00	7.50	18.00	21.00	32.25	9.00	15.00	24.00	204.00
OFFICER TRAINING	42.50	26.25	88.25	205.25	87.00	64.00	18.50	23.50	144.00	118.50	42.00	49.25	909.00
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	10.50	20.00	19.50	12.00	3.50	6.00	13.50		0.75	12.00	21.00	6.00	124.75
STAFFING LEVEL	135.00	149.75	259.00	218.50	344.25	339.25	251.00	487.00	204.00	118.75	228.25	68.25	2803.00
INVESTIGATION	77.75	87.25	157.75	161.50	111.00	70.75	106.75	143.00	104.50	123.00	63.25	123.75	1330.25
HONOR GUARD FOR FUNERAL					9.75								9.75
SCHOOL LIAISON REIMBURSED	24.75	30.75	102.00	26.25	18.75	44.25		13.50	64.25	42.75	22.50	10.50	400.25
COMMUNITY RELATIONS			3.50			0.00		6.00		1.50			11.00
SPECIAL ASSIGNMENT		11.25	13.50	18.50	12.00	273.50		16.50	24.75	22.00			392.00
SPECIAL ASSIGNMENT REIMBURSED												13.50	13.50
MISCELLANEOUS	5.25	7.25	21.50	44.25	7.25	19.00	2.25	78.50	33.25	19.50	6.75	3.75	248.50
MISCELLANEOUS REIMBURSED													0.00
OFFICER TOTAL OVERTIME	433.50	386.50	800.75	745.00	664.00	954.00	519.00	841.00	807.00	511.00	520.50	406.50	7588.75
SECRETARY TOTAL OVERTIME	0.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75

TOTAL OVERTIME	433.50	387.25	800.75	745.00	664.00	954.00	519.00	841.00	807.00	511.00	520.50	406.50	7589.50
-----------------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	----------------

NOTES:

* Period 12/26/2009 - 1/22/2010
 **Period 1/23/2010 - 2/19/2010
 ***Period 2/20/2010 - 4/2/2010
 +Period 4/3/2010 - 4/30/2010
 ++Period 5/01/2010 - 5/28/2010
 ^Period 5/29/2010 - 6/25/2010
 #Period 6/26/2010 - 7/23/2010
 ##Period 7/24/2010 - 9/3/2010
 ^^Period 10/2/2010 - 10/29/2010
 *+Period 10/30/2010 - 11/26/2010
 *+*Period 11/27/2010 - 12/24/2010

**DE PERE ENGINEERING DEPARTMENT
MONTHLY OVERTIME REPORT
February 2012**

EMPLOYEE	DATE	OT HOURS	REASON
Lax, Scott			
Total Lax		0.00	
Krzewina, Bob			
Total Krzewina		0.00	
Simons, Dan			
Total Simons		0.00	
Stansfield, Tom			
Total Stansfield		0.00	
SUB-TOTAL ENG		0.00	
PART-TIME ENG.			
SUB-TOTAL PART-TIME		0.00	
Grand Total O.T. For December		0.00	
Year-to-Date % of Budget		0.00	
Grand Total of Reimbursable O.T. (hrs.)		0.00	
Year to Date % of Budget Not Including Reimbursable O.T.		0.00	

* Cost reimbursable to City

2008 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	16.50	12.00	8.50	37.50	19.50	97.50	66.25	83.50	33.50	56.00	12.50	0.00	443.25
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	4.00

2009 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	9.00	18.50	68.00	61.00	58.00	57.00	76.00	79.00	37.00	55.00	11.00	0.00	529.50
PART-TIME	0.00	0.00	0.00	0.00	0.00	2.50	7.50	2.00	0.00	0.00	0.00	0.00	12.00

2010 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	6.00	0.00	11.50	72.00	22.00	75.50	107.00	76.00	14.00	20.50	8.50	3.00	416.00
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2011 ENGINEERING DEPARTMENT OVERTIME

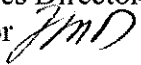
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	16.50	6.00	45.50	16.00	80.25	99.00	127.00	127.75	40.50	4.50	2.00	0.00	565.00
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	9.50	16.00	0.00	0.00	0.00	0.00	25.50
REIMBURSABLE OT			3.50	4.00	35.00	4.00	0.00	4.50	20.50	3.00	0.00	0.00	74.50

2012 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reimbursable OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

MEMO

CITY OF DE PERE

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director 
Lawrence Delo, City Administrator 
Date: March 7, 2012
Re: Consideration of 2012 Compensatory Time Policy

The compensatory time policy was adopted in 1990. It applies to management exempt employees, whose attendance is required at meetings of the Council, committee meetings, etc., and/or who work hours in excess of a 40-hour workweek as required by their job responsibilities. It provides that a set number of hours be granted to a position based upon the duties of the position. The policy is reviewed annually and, if there are unusual conditions that occur during the year that is also considered. The maximum number of hours granted to a position is 40 hours per year. There is no carryover nor is unused time paid out.

The administration of the policy requires an annual review of individual management supervisory personnel timesheets; and a discretionary determination of the time to be allotted to each employee based upon the duties of the position.

We have reviewed all relevant positions in the City and do not believe any changes are necessary to the compensatory time policy for 2012.

Attached please find the 2012 policy. We would ask that you approve the 2012 policy as recommended.

If you have any questions in advance of the meeting, please feel free to contact me at 339-4045.

Thank you.

Attachment

Compensatory Time Policy
January 1, 2012

<u>Position</u>	<u>Compensatory Time Per Calendar Year</u>
Assistant City Engineer	40 Hours
Assistant Fire Chief.....	40 Hours
Building Inspector	24 Hours
City Administrator	40 Hours
City Attorney	40 Hours
City Engineer	40 Hours
City Forester & Weed Commissioner	40 Hours
Clerk-Treasurer	40 Hours
Community Center Manager	24 Hours
Director of Parks, Recreation and Forestry.....	40 Hours
Director of Planning and Economic Development	40 Hours
Director of Public Works	40 Hours
Finance Director.....	40 Hours
Fire Chief	40 Hours
Health Officer/Director	40 Hours
Human Resources Director	40 Hours
Information Technology Administrator.....	40 Hours
Park and Recreation Supervisor.....	40 Hours
Police Lieutenant	40 Hours
Police Captain.....	40 Hours
Police Chief	40 Hours
Police Business Manager	24 Hours
Public Health Sanitarian	24 Hours
Street Superintendent.....	40 Hours

MemoCity of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director 
RE: Consider Request To Approve A Wellness Program For City Employees
Date: March 8, 2012

According to the American Medical Association and the Centers for Disease Control, approximately 75 cents of every dollar on healthcare in this country is spent on treatment of a disease that could have been prevented. If we can assist our employees in making better choices, such as diet and exercise, the potential cost savings could be endless. That's where wellness programs come in.

Attached is a comprehensive yearly wellness program that I would like to roll out for our employees beginning May 1, 2012. Employees are able to pick and choose what types of wellness programs they are interested in participating in. Employees will receive points for things such as participating in run/walk events such as the Bellin Run. They will also receive points for getting an annual physical, dental exams/cleanings, attending exercised-based classes, etc. A small incentive is built into the program to reward employees for achieving a certain number of points.

The cost to run this wellness program is minimal. It's estimated we would spend between \$1200 and \$1500 per year. Wellness programs are proven to have a return on investment. For every dollar spent on a company wellness program, the estimated cost savings is between \$2.30 and \$10.10 through decreased absenteeism, fewer sick days, lowered health and insurance costs, and improvements to employee performance and productivity. The money for the wellness program will be taken out of the health fund.

As part of this wellness program, we will be encouraging employees to attend exercise-based classes. The City's Parks and Recreation Department offers many exercised-based classes that get people moving. We would like to steer our people towards our programs versus other work-out facility companies in the area. For one reason, our programs generate revenue for the City of De Pere. The other reason is we feel people may be more inclined to attend a program in De Pere because they are a City employee.

Parks Director, Marty Kosobucki, and I are suggesting we allow our employees and their immediate family members to join exercise-based classes at the same 25% discounted rate currently available to senior citizens. We only have a handful of employees and/or family members participating in current classes so the decrease in revenue would be very minimal. If we can encourage people to take classes and get people moving, as mentioned above, we will have a return on our investment with decreased absenteeism and sick days for employees and lowered health insurance costs for employees and their family members.

In summary, I am recommending you approve a wellness program for our permanent part-time/full-time employees (this program would not apply to our casual/seasonal

Memo (continued)

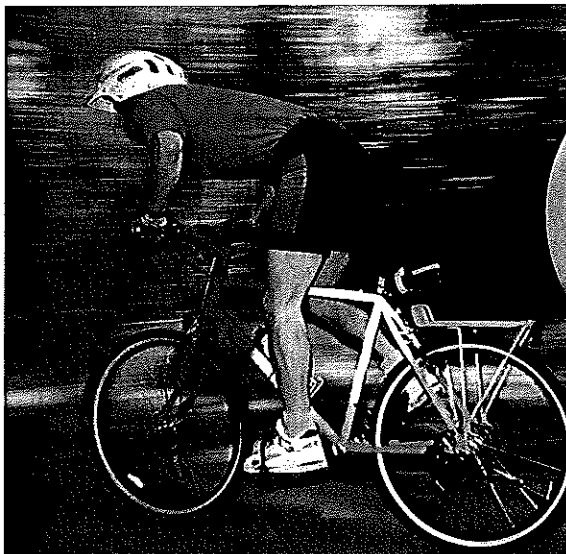
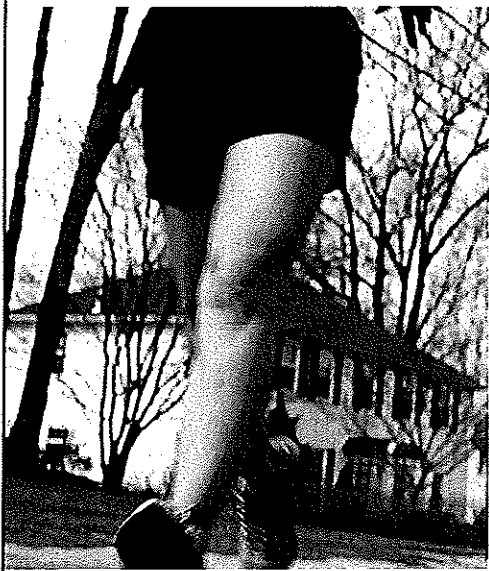
Page 2

employees), as well as allow employees and their immediate family members to participate in exercise-based classes at a 25% discounted rate. Approval of the discounted rate recommendation is contingent upon Park Board approval at its March 15, 2012 meeting.

If you have any questions, please feel free to contact me at 339-4045.

cc: Martin Kosobucki, Parks, Recreation and Forestry Director
Stephanie Aerts, Parks & Recreation Supervisor
Paula Rahn, Community Center Manager

Attachment



City of **De Pere**

Wellness Incentive Program!

The City of De Pere presents the 2012 Wellness Incentive Program! Your health is important to us. In the coming 12 months, we challenge you to make healthy choices: have screenings, exercise, and bone up on your wellness knowledge. Making the effort to be healthy can pay off in so many ways!

Your Goal:

Accumulate as many points as possible (while improving your health).

How to Get Points:

Complete any of the listed activities.

	Points Each	Points Total
1. Annual physical	200	200
2. Quarterly screenings • Blood Pressure • Body Fat	50	200
3. Preventive care (max of 2): • Dental Exam • Eye Exam • Flu Shot • Mammogram • Colonoscopy • Prostate-Specific Antigen (PSA) Test	200	400
4. Activity programs • Nutrition classes • Wellness Challenges	200	800
5. Charity/community walk (max of 4)	100	400
6. Educational seminar (max of 4)	50	200
7. Monthly exercise 15x / month 20x / month (Minimum of 30 minutes each time)	50 per month 100 per month	600 1200

Qualification Criteria

WIN Prizes *with De Pere's* Wellness Incentive Program!

Activity #1:

Annual Physical

Complete and have your physician sign the "Screening Completion Form." Send it interoffice to Stephanie Aerts.

Activity #2:

Quarterly Blood Pressure/Body Fat Screens

Must have BOTH blood pressure and body fat percentage/BMI recorded. Blood pressure may be taken anywhere. Body fat machines are available at each site < click here > to find the contact person for your site. Complete the "Quarterly Blood Pressure/Body Fat Screen Form" and send it interoffice to Stephanie Aerts.

Activity #3:

Preventive Screenings

Complete and have your physician sign the "Screening Completion Form." Send it interoffice to Stephanie Aerts.

Activity #4:

Activity Programs

Details on the Wellness Challenges will be announced at a later date. Participate in a smoking cessation program to learn the steps you need to quit smoking and how to maintain your new, nonsmoking lifestyle. Attend Nutrition Classes--this may include those offered by Prevea, Weight Watchers, LA Weight Loss, etc.

Activity #5:

Charity/Community Walk

Participate in up to 4 charity or community walks throughout the year. Report your participation by sending a copy of your race bib to Stephanie Aerts.

Activity #6:

Educational Wellness Seminars

Attend up to 4 Prevea or community wellness seminars throughout the year. Report your participation by completing the "Participation Log" and send it interoffice to Stephanie Aerts.

Activity #7:

Exercise

Exercise at least 15x or 20x a month, for a minimum of 30 minutes each time. Track your progress on www.presidentschallenge.org or on paper form. Click here for instructions on how to create your Presidents Challenge account.

To register please contact Stephanie Aerts at (920) 339-4066 or by email at saerts@mail.de-pere.org.

MemoCity of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director. 
Joe Zegers, Finance Director
RE: Consider Request To Fill Clerk/Treasurer
Date: March 8, 2012

The City Clerk/Treasurer has given notice that she has accepted a new position and will be resigning from the City effective April 6, 2012.

The main responsibilities for this position are as follows:

- Administers all elections within the City.
- Maintains all official records and proceedings of the Council.
- Creates tax rolls for real estate, personal property & delinquencies.
- Collects revenues and conducts investments.
- Serves as secretary to the Common Council, License Committee, and Board of Review.
- Issues numerous municipal licenses and permits.
- Publishes legal notices.
- Administers oaths, receives and records claims.
- Maintains permanent filings for city contracts, deeds & agreements.
- Maintains the City Municipal Code updates & records retention/retrieval of all city documents.
- Oversees the processing of passports.

In keeping with Finance/Personnel Committee's vacancy review process, the City Administrator, the Finance Director and I have reviewed the position and are in agreement that it needs to be filled in a full-time capacity.

We are recommending that you approve filling this vacancy.

If you have any questions please feel free to contact Joe at 339-4041 or Shannon at 339-4045.

Thank you.

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director 
 RE: Consideration of 2012 Dental Renewal and Premiums
 Date: February 29, 2012

We have completed the renewal analysis for the City of De Pere Employee Dental Plan. The dental plan is self-funded like our health plan with our premiums directly paying for our claims.

I have completed the renewal analysis for the City of De Pere Employee Dental Plan. I have met with our insurance consultant, McClone, and Humana Insurance regarding the renewal. Over the past two years we have experienced slight premium increases of 9% and 2% due to minor increases in claims. This year we are fortunate as our funding has exceeded our claims, and we are carrying a comfortable fund balance. Therefore, for the upcoming renewal, we recommend a 0% increase in premiums.

For your information, the City contributes a fixed \$30 per month per employee for dental insurance. Any cost or increase over \$30 per month will not be absorbed by the City, but by the employee.

Listed below is the current/recommended premium:

	2012 Premium	Employee Portion Per Payroll
Single Plan	\$34.53	\$2.09
Family Plan	\$104.99	\$34.61

We would recommend approving the above dental renewal rates for the June 1, 2012 through May 31, 2013 insurance period.

If you have any questions in advance of your meeting, please contact me at 339-4045.

Thank you.

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: Finance and Personnel Committee Members

From: Derek A. Beiderwieden, Chief of Police 

Date: March 5, 2012

Subject: Out-of-State Travel Request

Summary: Each year, a candlelight vigil and peace officers memorial day are observed in Washington D.C. as part of National Police Week. This year the events are being held during the week of May 13th through 19th. Our department has an honor guard that I believe would benefit from attending the events by learning different honor guard techniques, networking with other agencies' honor guards, and observing what is perhaps the most heartfelt service (the candlelight vigil) known in law enforcement. I am proposing sending three officers and one sergeant to the events for only the first three days of the seven days of events.

Costs: The gasoline costs have been donated by an outside cash donation (memo to follow soon), the two-bedroom condominium has been donated by an internal employee donation, the employees are either on their day off or have made trade arrangements to be off, and the food costs are to be borne by the travelling employees. Thus, the cost of the trip is almost zero except for the use of a police vehicle to travel.

Itinerary: Saturday May 12, 2012 is a travel day from De Pere to Washington D.C. using the 4 employees on a rotating basis. Stay overnight at condo. A Candlelight Vigil is on Sunday evening (full honor guard uniform). Stay overnight at condo. Monday consists of various events and learning opportunities. Stay overnight at condo. Tuesday is Peace Officer Memorial Day with a mass gathering on the lawn of the capitol with President Obama, et.al., addressing the crowd (full honor guard uniform). Stay overnight at condo. Wednesday May 16, 2012 travel from Washington D.C. to De Pere.

I am requesting approval for four department employees to attend the National Police Week events listed above.

If there are any questions about the request, please contact me at 339-4075. Thanks you for your consideration.

**WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

GRIEVANCE FORM

Grievance No: #12-137

Date of Grievance: January 30, 2012

WPPA Local: De Pere PD

Name of Grievant: Tony Edwards & De Pere Police Benevolent Association

Contract Sections Violated (including, but not limited to): Article 1 - Recognition, Article 3 - Management Rights, Article 10 - Reduction in Work Force, and any other Articles and/or Sections of the collective bargaining agreement that may apply.

Describe the Grievance:

The Employer violated the terms and conditions of the collective bargaining agreement when it furloughed the grievant (Edwards) on January 23, 2012 with the Employer citing a lack of funds.

Remedy for Grievance:

The grievants clearly disagree with the Employer's assertion that a lack of funds actually exists that would compel the grievant(s) being assigned to take furlough days off without pay. Consequently, the Employer shall reimburse the grievant (Edwards) for the lost wages due to the January 23, 2012 furlough day. Furthermore, the Employer shall cease and desist from assigning the grievants any further furlough days off without pay as the Employer's claims regarding a lack of funds are without merit.

RECEIVED

JAN 31 2012

DE PERE POLICE

Grievant: _____



WPPA/LEER Representative: Edward Vander Bloomen

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: De Pere Police Benevolent Association

From: Derek A. Beiderwieden, Chief of Police *DB*

Date: February 1, 2012

Subject: Grievance 12-137 Response

I received grievance #12-137 on January 31, 2012, from President C. Leiterman. I have read the grievance and respond in the following manner:

Allegation Summary: The grievance alleges violations of Articles 1 (Recognition), 3 (Management Rights), and 10 (Reduction of Workforce), et. al. of the Collective Bargaining Agreement (CBA) when employer furloughed without pay Officer Tony Edwards on January 23, 2012. The Association alleges the employer cited lack of funds for reason for furlough and Association disagrees.

Discussion: As to a violation of Article 1, (Recognition), I do not understand what has been violated without further clarification from the Association. As to Article 2, (Management Rights), management has the right "to lay off employees for lack of funds or other legitimate reason" as noted specifically in the article. As to Article 10, (Reduction of Workforce), the management complied with the article and offered furlough days in sequential seniority order from most senior to least senior. Association member rights to "bumping" furlough days to less senior member was complied with as required. Officer Edwards is the least senior member of the Association. Therefore, Officer Edwards was furloughed.

Management cited shortage of funds as reason for reducing workforce through furloughs. Budgeting authority is an exclusive responsibility of the common council. It determines, using sound budgeting principals, the level of city services to be provided within imposed levy limits and reduced outside funding. This furlough, and others forthcoming, is in compliance with a reduction of the police workforce as directed by the common council relating to a reduced police budget and overall shortage of funds.

Disposition: Because the employer/management has fully complied with the requirements of the CBA, and the City has had funding significantly reduced, the grievance is denied.

From: Charles Leiterman
Sent: Monday, February 06, 2012 8:39 PM
To: Charlene Peterson
Subject: grievance

Char,

The De Pere Police Benevolent Association wishes to appeal the Police Chief's denial of our grievance 12-137 regarding furloughs.

I am requesting that it be put on the March agenda. Vice-President Todd Kerkela and I will be out of state and will be unavailable for the February meeting. Our secretary, Melissa Gossen will as well be gone on that date. Could let me know if the March meeting is acceptable?

Thanks,

Charlie Leiterman
Union President

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

Item #13

Date: 6 January 2012

Name of Employee: IAFF Local 141

Case #: 12-3

Job Classification: Captain/Paramedic

Date(s) Case Occurred: 6 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Friday, January 6, 2012 Rich Annen was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Rich Annen's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: Jan, 9, 2012

By: Tom Nilsen

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

Date: 8 January 2012

Name of Employee: IAFF Local 141

Case #: 12-5

Job Classification: Lieutenant/Paramedic

Date(s) Case Occurred: 8 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Sunday, January 8, 2012 Ed Balcer was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.



The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Ed Balcer's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

A handwritten signature in black ink, appearing to read "Ed Balcer", written over a horizontal line.

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: Jan 9, 2012

By: Tim Nelson

DE PERE FIREFIGHTER'S LOCAL 141

GRIEVANCE FORM

Date: 28 January 2012

Name of Employee: IAFF Local 141

Case #: 12-17

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 28 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Saturday, January 28, 2012 Greg Brown was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

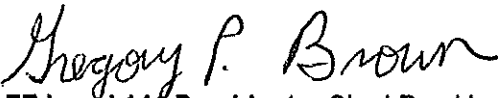
The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Greg Brown's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature


IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation—File two copies, one will be returned with Management's reply)

Submitted on: 2-6-2012

By: 

DE PERE FIREFIGHTER'S LOCAL 141

GRIEVANCE FORM

Date: 5 February 2012

Name of Employee: IAFF Local 141

Case #: 12-20

Job Classification: Lieutenant/EMT

Date(s) Case Occurred: 5 February 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Sunday, February 5, 2012 Ben Cheslock was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Ben Cheslock's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

A handwritten signature in black ink, appearing to read 'B. U. W. A.', written over a horizontal line.

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 7 Feb 12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

Date: 12 January 2012

Name of Employee: IAFF Local 141

Case #: 12-7

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 12 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Thursday, January 12, 2012 Ron Cody was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

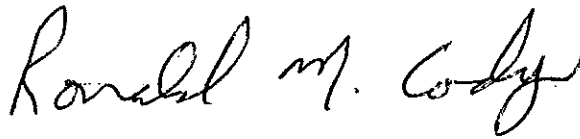
The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Ron Cody's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

A handwritten signature in black ink, appearing to read "Ronald M. Cody".

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 12 Jan 12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM



Date: 7 January 2012

Name of Employee: IAFF Local 141

Case #: 12-4

Job Classification: Lieutenant/Paramedic

Date(s) Case Occurred: 7 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Saturday, January 7, 2012 Carol Dalchow was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes her wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces her salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

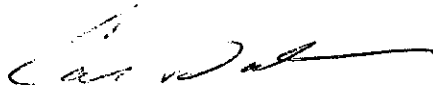
The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Carol Dalchow's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: Jun 9, 2012

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

JAN 24 2012

Date: 24 January 2012

Name of Employee: IAFF Local 141

Case #: 12-14

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 24 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Tuesday, January 24, 2012 Rod Deviley was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Rod Deviley's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation----File two copies, one will be returned with Management's reply)

Submitted on: 1-24-2012

By:



Brett Jansen

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

Date: 15 January 2012

Name of Employee: IAFF Local 141

Case #: 12-9

Job Classification: Firefighter/EMT

Date(s) Case Occurred: 15 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Sunday, January 15, 2012 Rick DeWeert was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Rick DeWeert's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 01-16-2012

By:



DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

Date: 23 January 2012

Name of Employee: IAFF Local 141

Case #: 12-13

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 23 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Monday, January 23, 2012 Dan Gatz was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Dan Gatz's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

A handwritten signature in black ink, appearing to be 'Chad Bronkhorst', written over a horizontal line.

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation—File two copies, one will be returned with Management's reply)

Submitted on:

By:

DE PERE FIREFIGHTER'S LOCAL 141

GRIEVANCE FORM

Date: 29 January 2012

Name of Employee: IAFF Local 141

Case #: 12-18

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 29 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Sunday, January 29, 2012 Tom Hendricks was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

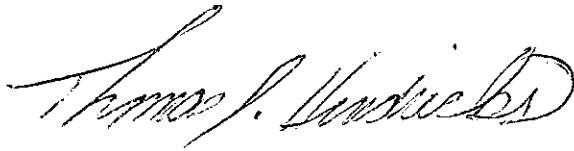
In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Tom Hendricks' pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.



Employee Signature

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 9 Feb 12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141

GRIEVANCE FORM

Date: 5 January 2012

Name of Employee: IAFF Local 141

Case #: 12-2

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 5 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Thursday, January 5, 2012 Todd Hendricks was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

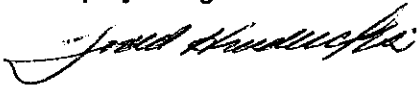
The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Todd Hendricks' pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 1/5/12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

Date: 10 January 2012

Name of Employee: IAFF Local 141

Case #: 12-6

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 10 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Thursday, January 12, 2012 Ben Hemans was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Ben Hermans' pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation---File two copies, one will be returned with Management's reply)

Submitted on: 10 Jan 12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

Date: 16 January 2012

Name of Employee: IAFF Local 141

Case #: 12-10

Job Classification: Firefighter/EMT

Date(s) Case Occurred: 16 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Monday, January 16, 2012 Dan Hermans was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

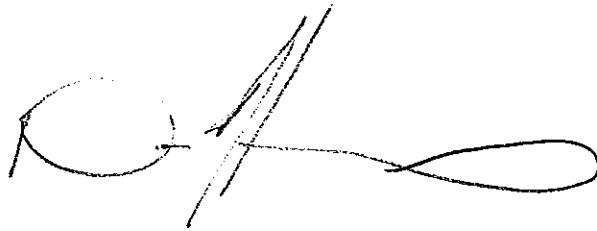
The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Dan Hermans' pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

A handwritten signature in black ink, consisting of a large loop followed by a series of diagonal strokes and a long horizontal tail.

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation——File two copies, one will be returned with Management's reply)

Submitted on:

By:

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

rcd 1/27/12

Date: 26 January 2012

Name of Employee: IAFF Local 141

Case #: 12-15

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 26 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Thursday, January 26, 2012 Brett Jansen was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Brett Jansen's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation—File two copies, one will be returned with Management's reply)

Submitted on: 1-27-12

By: Tom Nelson 

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

red 1/27/12

Date: 27 January 2012

Name of Employee: IAFF Local 141

Case #: 12-16

Job Classification: Captain/Paramedic

Date(s) Case Occurred: 27 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Friday, January 27, 2012 Al Matzke was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Al Matzke's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 1-22-2012

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141

GRIEVANCE FORM

Date: 16 February 2012

Name of Employee: IAFF Local 141

Case #: 12-24

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 16 February 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Thursday, February 16, 2012 Tom Nelson was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Tom Nelson's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

A handwritten signature in black ink, appearing to be "Chad Bronkhorst", written over a horizontal line.

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation----File two copies, one will be returned with Management's reply)

Submitted on: Feb 16, 12

By: AJ Matzke

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

JAN 18 2012

Date: 14 January 2012

Name of Employee: IAFF Local 141

Case #: 12-8

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 14 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Saturday, January 14, 2012 Joel Pansier was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

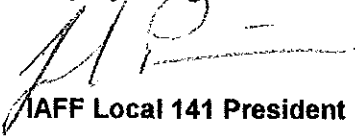
The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Joel Pansier's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

A handwritten signature in black ink, appearing to read 'C. Bronkhorst', written over a horizontal line.

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation---File two copies, one will be returned with Management's reply)

Submitted on:

By:

DE PERE FIREFIGHTER'S LOCAL 141

GRIEVANCE FORM

Date: 18 February 2012

Name of Employee: IAFF Local 141

Case #: 12-25

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 18 February 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Saturday, February 18, 2012 Ben Puetz was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Ben Puetz's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: Feb 20, 12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

Date: 21 January 2012

JAN 24 2012

Name of Employee: IAFF Local 141

Case #: 12-12

Job Classification: Firefighter/EMT

Date(s) Case Occurred: 21 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Saturday, January 21, 2012 Luke Riedi was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Luke Riedi's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation—File two copies, one will be returned with Management's reply)

Submitted on:

By:

DE PERE FIREFIGHTER'S LOCAL 141

GRIEVANCE FORM

Date: 14 February 2012

Name of Employee: IAFF Local 141

Case #: 12-23

Job Classification: Firefighter/EMT

Date(s) Case Occurred: 14 February 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Tuesday, February 14, 2012 Bill Tews was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Bill Tews' pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 2-14-2012

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141

GRIEVANCE FORM

Date: 7 February 2012

Name of Employee: IAFF Local 141

Case #: 12-21

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 7 February 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Tuesday, February 7, 2012 Brian Thomson was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Brian Thomson's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 7 Feb 12

By: Tam Nalson

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

Date: 19 January 2012

Name of Employee: IAFF Local 141

Case #: 12-11

Job Classification: Firefighter/EMT

Date(s) Case Occurred: 19 January 2012 Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Thursday, January 19, 2012 Mike Wessley was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

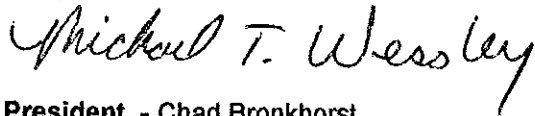
The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Mike Wessley's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation—File two copies, one will be returned with Management's reply)

Submitted on: 1-19-2012

By:



DE PERE FIREFIGHTER'S LOCAL 141

GRIEVANCE FORM

rec'd 1/3/12
JSC

Date: 3 January 2012

Name of Employee: IAFF Local 141

Case #: 12-1

Job Classification: Captain/Paramedic

Date(s) Case Occurred: 3 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Tuesday, January 3, 2012 Kurt Weyers was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Kurt Weyer's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 3 Jan 12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141

GRIEVANCE FORM

Date: 9 February 2012

Name of Employee: IAFF Local 141

Case #: 12-22

Job Classification: Firefighter/EMT

Date(s) Case Occurred: 9 February 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Thursday, February 9, 2012 Jade Witt was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

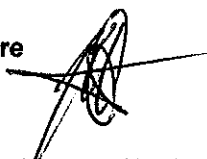
The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Jade Witt's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 9 Feb 12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141

GRIEVANCE FORM

Date: 31 January 2012

Name of Employee: IAFF Local 141

Case #: 12-19

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 31 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On Tuesday, January 31, 2012 Dan Young was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Dan Young's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature



IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 27 Feb 12

By: Tam Nelson

DE PERE PROFESSIONAL FIREFIGHTERS ASSOCIATION
LABOR CONTRACT

AGREEMENT

This Agreement, made and entered into at De Pere, Wisconsin, according to the provisions of Section 111.70 of the Wisconsin Statutes by and between the City of De Pere as municipal employer, hereafter called the "City", and De Pere Professional Firefighters Association, IAFF Local #141, hereafter called the "Association."

Both parties of the 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 wages, hours, and conditions of employment, as well as procedures for reducing potential conflict.

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

ARTICLE 1
Recognition

The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department. The City and the Association will inform each other by official letter signed by the Mayor of the City and the President of the Association as to who has the power to negotiate.

ARTICLE 2
Fair Share

The employer agrees that it will deduct from the earnings of each employee of the City belonging to a bargaining unit for which the Association is the exclusive bargaining agent, an amount representing the employee's proportionate share of the cost of the collective bargaining process and contract administration, and shall pay such amount to the Association. Such amount shall be measured by the amount of dues uniformly required of members of the Association and shall be paid at the time such dues are regularly paid by the members of the Association, all as shall be certified to the employer by the Association.

ARTICLE 3
Management Rights

The Association recognizes that, except as otherwise provided in this Agreement or as may affect the wages, hours, and working conditions of the members of the Association, the

ARTICLE 8
Hours of Work

Line Personnel

The workday for line personnel shall be from 7:00 a.m. of one day to 7:00 a.m. of the succeeding day.

The normal workweek shall average fifty-six (56) hours per calendar week with a three (3) platoon system under the procedure of the California plan.

The work period shall consist of twenty-seven (27) workdays coinciding with three (3) recurring nine (9) day cycles under the schedules worked in accordance with the schedules worked by line personnel as set forth above.

Day Personnel

The workday for day personnel shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m.

The normal workweek of forty (40) hours shall consist of five (5) eight (8) hour days.

The work period shall consist of twenty-eight (28) workdays coinciding with four (4) recurring seven (7) day cycles under the schedules worked by day personnel as set forth above.

An employee shall be entitled to change hours of work when he/she is able to secure another employee to work in his/her place, provided:

1. Such substitution is made only between officers and between non-officers.
2. Such substitution is made only between employees with identical medical certification when the number of paramedics on duty are two less than the number of paramedics assigned to that shift.
3. Such substitution does not impose any additional cost on the City.
4. The officer in charge of the shift is notified and approves of the substitution.
5. Neither the Department nor the City is held responsible for enforcing any agreement made between employees. It is understood that an employee's first responsibility is to his/her position with the City.
6. Substitutions outside the parameters of this paragraph may be authorized by the Chief or the Chief's designee.

classification procedure shall as set out in Attachment A ("Scheduled Overtime Procedure"). Emergency overtime is overtime paid out on the pager system.

Employees shall be given compensatory time off at the rate of time and one-half for overtime hours worked and for actual hours spent in attendance at schools or training programs when employees are required to attend the same by the Fire Chief. Postings for required schools shall be designated by a written notice stating "Required Schools-Mandatory Attendance" and shall include a list of employees whose attendance is required. Employees shall be given compensatory time off at the rate of straight time for overtime hours earned due to attendance at schools or training programs approved, but not required, by the Fire Chief. Employees shall be entitled to a minimum of three (3) hours call-in time if called to work for an emergency or other reasons outside of normal working hours. All employees responding to an emergency page for stand-by shall remain on standby a minimum of one hour from the initial dispatch time of the call.

Employees may accumulate and maintain on a continuous basis up to 240 earned overtime hours. Employees shall be paid for any earned overtime accumulated in excess of the 240 hour maximum.

1. Payment for accumulated overtime under 240 hours. Any employee may request the payment of not less than twenty-five (25) nor more than fifty (50) earned hours of accumulated overtime per month by filing a written voucher requesting such payment with the Chief or his/her designee at least ten (10) days prior to the end of the last pay period of the month for which the request is made.
2. The provisions of this article dealing with the accumulation of overtime hours shall become effective on December 31, 1991 and any accumulated overtime hours in excess of 240 will be paid at the next regular payroll date. Until the effective date of this provision, the accumulation of overtime shall be as per past practice and procedure, subject to the limitations of the Fair Labor Standards Act.

ARTICLE 10 Reduction In Work Force

The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work, or because of a change in organization or duties. Employees whose jobs have been eliminated or hours reduced shall have the right to bump any employee with less time in their classification or less seniority in their pay range or classifications in pay ranges below in the Department provided they are qualified and physically capable of performing the duties of the lower pay classification. An employee, when exercising such bumping privileges, shall be reassigned and paid at the pay range for the classification to which said employee is reassigned. Such junior employees who have lost their positions as a result of a bump shall have the right to exercise their seniority in the same manner as if their job had been eliminated or hours had been reduced. Employees who are without jobs as a result of reduction in work force shall be placed on a reemployment list. Employees who do not choose to exercise their bumping rights shall also be placed on a reemployment list.

The employer shall maintain a reemployment list of all employees who lose their jobs due to a reduction in force. Such list shall be in the order of the employee's seniority at the time of the reduction in work force with the most senior being No. "1" on the list. Employees on the reemployment list shall maintain reemployment rights for one (1) year from the date they lose their jobs. Employees shall be recalled from the reemployment list in accordance with their seniority to the jobs, which they are qualified and physically capable of performing. Notice of reemployment shall be sent by the employer to the employee's last known address by registered letter or by personal contact, and the employee shall be required to respond within three (3) calendar days from the date of notification and be available for duty within fourteen (14) calendar days. Employees who do not respond to such employment notice within three (3) calendar days shall be removed from the reemployment list.

If the employer finds that work normally assigned to a particular job classification is available for laid off employees on a temporary or emergency basis, the employer shall personally contact employees who are laid off pursuant to this provision and offer such temporary or emergency employment. Contact shall be on the basis of seniority providing the employees are qualified and physically capable of performing such work. Any eligible employee who is not immediately available for such assignment shall not be eligible for placement and the next senior employee thereafter shall be offered the temporary or emergency position until the immediate needs of the employer are met.

ARTICLE 11 Pay Period

Employees shall be paid biweekly.

ARTICLE 12 Salaries

The pay of employees of the Fire Department occupying classified positions shall be on the basis of the schedule herein presented. The salaries listed below are on an annual basis to be paid biweekly. The rates of pay prescribed herein constitute the base rate for full-time employment.

In exchange for an increase in the permitted rate for converting accumulated unused sick leave to pay for group health and medical insurance at the time of retirement, the Association has agreed to a one percent reduction in the increase in base wages for calendar year 1989. The Association admits and concedes that the base wage of an employee subject to this agreement has been so reduced for purposes of future negotiations when making comparisons with other comparable firefighting units.

Starting Rate of Initial Employment. Original appointment to a position on the Fire Department shall be made at the minimum rate and advancement from the minimum rate to the maximum rate within the salary range of the Firefighter shall be by successive steps.

Salaries

2011 = 2% Increase

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	45,381				
1-Year	48,201				
2-Year	51,024				
3-Year	53,845				
4-Year	56,667				
Maximum	59,488	61,133	64,161	65,540	67,538

2012 = 2% Increase

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

2013 = 3% Increase

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	47,678				
1-Year	50,640				
2-Year	53,605				
3-Year	56,570				
4-Year	59,534				
Maximum	62,498	64,227	67,407	68,857	70,956

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Rich Annen

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 6 January 2012 regarding the furlough of Captain Rich Annen on January 6, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Captain Annen with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Captain Annen chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser



Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Ed Balcer

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 8 January 2012 regarding the furlough of Lieutenant Ed Balcer on January 8, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

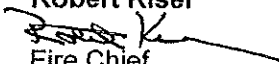
Finally, Article 10 provides Lieutenant Ed Balcer with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Lieutenant Ed Balcer chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser


Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



February 7, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Greg Brown

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 28 January 2012 regarding the furlough of Greg Brown on January 28, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Greg Brown the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Greg Brown chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser



Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



February 7, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Lt. Ben Cheslock

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 5 February 2012 regarding the furlough of Lt. Ben Cheslock on February 5, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Lt. Ben Cheslock the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Lt. Ben Cheslock chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Ron Cody

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 12 January 2012 regarding the furlough of Ron Cody on January 12, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Ron Cody with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Ron Cody chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Carol Dalchow

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 7 January 2012 regarding the furlough of Lieutenant Carol Dalchow on January 7, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

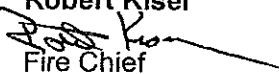
Finally, Article 10 provides Lieutenant Carol Dalchow with the right to "bump" her furlough to a less senior employee and avoid the hardships complained of in the grievance. Lieutenant Carol Dalchow chose not to exercise her contractual rights to do so. She cannot now complain that the city has violated the contract when it was her own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser


Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 27, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance -- Rod Devilly

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 24 January 2012 regarding the furlough of Rod Devilly on January 24, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

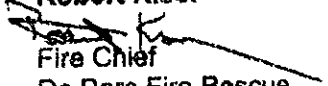
Finally, Article 10 provides Rod Deviley the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Rod Deviley chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser


Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 20, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Richard DeWeert

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 15 January 2012 regarding the furlough of Richard DeWeert on January 15, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Richard DeWeert with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Richard DeWeert chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 27, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance -- Dan Gatz

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 23 January 2012 regarding the furlough of Dan Gatz on January 23, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

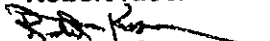
Finally, Article 10 provides Dan Gatz the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Dan Gatz chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser


Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



February 7, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Tom Hendricks

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 29 January 2012 regarding the furlough of Tom Hendricks on January 29, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

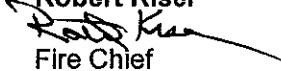
Finally, Article 10 provides Tom Hendricks the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Tom Hendricks chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser



Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Todd Hendricks

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 5 January 2012 regarding the furlough of Todd Hendricks on January 5, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Todd Hendricks with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Todd Hendricks chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser



Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Ben Hermans

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 10 January 2012 regarding the furlough of Ben Hermans on January 10, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Ben Hermans with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Ben Hermans chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 20, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Dan Hermans

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 16 January 2012 regarding the furlough of Dan Hermans on January 16, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Dan Hermans the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Dan Hermans chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 27, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Brett Jansen

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 26 January 2012 regarding the furlough of Brett Jansen on January 26, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Brett Jansen the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Brett Jansen chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser


Fire Chief

De Pere Fire Rescue

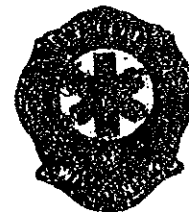
De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 27, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Captain Al Matzke

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 27 January 2012 regarding the furlough of Captain Al Matzke January 27, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Captain Al Matzke the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Captain Al Matzke chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser


Fire Chief

De Pere Fire Rescue

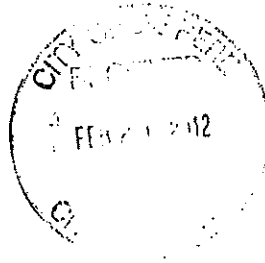
De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



February 20, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Tom Nelson

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 16 February, 2012 regarding the furlough of Tom Nelson on January 29, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

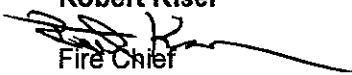
Finally, Article 10 provides Tom Nelson the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Tom Nelson chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser



Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 20, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Joel Pansier

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 14 January 2012 regarding the furlough of Joel Pansier on January 14, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Joel Pansier with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Joel Pansier chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

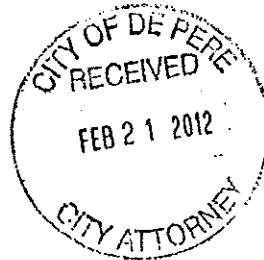
Robert Kiser

Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



February 20, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Ben Puetz

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 18 February, 2012 regarding the furlough of Ben Puetz on January 29, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Ben Puetz the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Ben Puetz chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser



Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

JAN 30 21

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 27, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Luke Riedl

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 21 January 2012 regarding the furlough of Luke Riedl on January 21, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Luke Riedl the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Luke Riedl chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser



Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

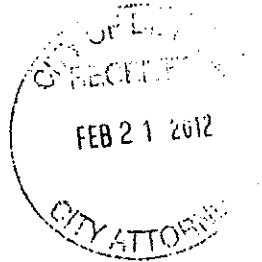
CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



February 20, 2012



Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Bill Tews

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 14 February, 2012 regarding the furlough of Bill Tews on January 29, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

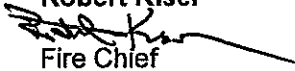
Finally, Article 10 provides Bill Tews the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Bill Tews chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser



Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



February 7, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Brian Thomson

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 7 February 2012 regarding the furlough of Brian Thomson on February 7, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Brian Thomson the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Brian Thomson chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser



Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 20, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Mike Wessley

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 19 January 2012 regarding the furlough of Mike Wessley on January 16, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Mike Wessley the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Mike Wessley chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Kurt Weyers

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 3 January 2012 regarding the furlough of Captain Kurt Weyers on January 3, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Captain Weyers with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Captain Weyers chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser



Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



February 9, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Jade Witt

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 9 February, 2012 regarding the furlough of Jade Witt on January 29, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statutes give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Jade Witt the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Jade Witt chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser



Fire Chief

De Pere Fire Rescue

De Pere WI 54115

rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



February 7, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Dan Young

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 31 January 2012 regarding the furlough of Dan Young on January 31, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Dan Young the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Dan Young chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser



Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org



Green Bay Fire Fighters Local 141
Representing Green Bay, Allouez, DePere and Austin Straubel Inter. Airport

January 27, 2012

Finance Committee of the City of De Pere
City of De Pere
335 S. Broadway
De Pere, WI 54115

Re: Furlough Grievances – Al Matzke, Brett Jansen, Dan Gatz, Luke Riedi, Rod Deviley

Dear Finance Committee:

Local 141 has received and reviewed the response to the grievances filed by Local 141 on the furloughs mandated by the Common Council of the City of De Pere in the approved 2012 Budget. Local 141 would like to appeal the decisions of De Pere Fire Chief Robert Kiser in the denial of the grievances of our members.

Local 141 thanks you for your attention in this matter and looks forward to receiving a response from the Finance Committee.

If you have any questions please feel free to contact me,

Chad Bronkhorst
President
De Pere Professional Fire Fighters Assoc. – IAFF Local 141
chadbronkhorst@yahoo.com
920-680-2383

Cc: Tim Hawks – Local 141 Legal Council
Robert Kiser – City of De Pere Fire Chief



Green Bay Fire Fighters Local 141

Representing Green Bay, Allouez, DePere and Austin Straubel Inter. Airport

January 24, 2012

Finance Committee of the City of De Pere
City of De Pere
335 S. Broadway
De Pere, WI 54115

Re: Furlough Grievances – Mike Wessley, Dan Hermans, Rick DeWeert, Joel Pansier

Dear Finance Committee:

Local 141 has received and reviewed the response to the grievances filed by Local 141 on the furloughs mandated by the Common Council of the City of De Pere in the approved 2012 Budget. Local 141 would like to appeal the decisions of De Pere Fire Chief Robert Kiser in the denial of the grievances of our members.

Local 141 thanks you for your attention in this matter and looks forward to receiving a response from the Finance Committee.

If you have any questions please feel free to contact me,

Chad Bronkhorst
President
De Pere Professional Fire Fighters Assoc. – IAFF Local 141
chadbronkhorst@yahoo.com
920-680-2383

Cc: Tim Hawks – Local 141 Legal Council
Robert Kiser – City of De Pere Fire Chief



Green Bay Fire Fighters Local 141

Representing Green Bay, Allouez, DePere and Austin Straubel Inter. Airport

January 17, 2012



Finance Committee of the City of De Pere
City of De Pere
335 S. Broadway
De Pere, WI 54115

**Re: Furlough Grievances – Ben Hermans, Carol Dalchow, Kurt Weyers, Todd Hendricks,
Ed Balcer, Rich Annen, Ron Cody**

Dear Finance Committee:

Local 141 has received and reviewed the response to the grievances filed by Local 141 on the furloughs mandated by the Common Council of the City of De Pere in the approved 2012 Budget. Local 141 would like to appeal the decisions of De Pere Fire Chief Robert Kiser in the denial of the grievances of our members.

Local 141 thanks you for your attention in this matter and looks forward to receiving a response from the Finance Committee.

If you have any questions please feel free to contact me,

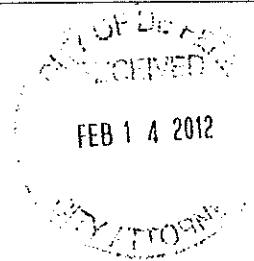
Chad Bronkhorst
President
De Pere Professional Fire Fighters Assoc. – IAFF Local 141
chadbronkhorst@yahoo.com
920-680-2383

Cc: Tim Hawks – Local 141 Legal Council
Robert Kiser – City of De Pere Fire Chief



Green Bay Fire Fighters Local 141

Representing Green Bay, Allouez, DePere and Austin Straubel Inter. Airport



February 14, 2012

***Finance Committee of the City of De Pere
City of De Pere
335 S. Broadway
De Pere, WI 54115***

Re: Furlough Grievances – Jade Witt

Dear Finance Committee:

Local 141 has received and reviewed the response to the grievances filed by Local 141 on the furloughs mandated by the Common Council of the City of De Pere in the approved 2012 Budget. Local 141 would like to appeal the decisions of De Pere Fire Chief Robert Kiser in the denial of the grievances of our members.

Local 141 thanks you for your attention in this matter and looks forward to receiving a response from the Finance Committee.

If you have any questions please feel free to contact me,

***Chad Bronkhorst
President***

***De Pere Professional Fire Fighters Assoc. – IAFF Local 141
chadbronkhorst@yahoo.com
920-680-2383***

***Cc: Tim Hawks – Local 141 Legal Council
Robert Kiser – City of De Pere Fire Chief***



Green Bay Fire Fighters Local 141

Representing Green Bay, Allouez, DePere and Austin Straubel Inter. Airport

February 25, 2012



***Finance Committee of the City of De Pere
City of De Pere
335 S. Broadway
De Pere, WI 54115***

Re: Furlough Grievances – Bill Tews, Tom Nelson, Ben Puetz

Dear Finance Committee:

Local 141 has received and reviewed the response to the grievances filed by Local 141 on the furloughs mandated by the Common Council of the City of De Pere in the approved 2012 Budget. Local 141 would like to appeal the decisions of De Pere Fire Chief Robert Kiser in the denial of the grievances of our members.

Local 141 thanks you for your attention in this matter and looks forward to receiving a response from the Finance Committee.

If you have any questions please feel free to contact me,

***Chad Bronkhorst
President***

***De Pere Professional Fire Fighters Assoc. – IAFF Local 141
chadbronkhorst@yahoo.com
920-680-2383***

***Cc: Tim Hawks – Local 141 Legal Council
Robert Kiser – City of De Pere Fire Chief***



Green Bay Fire Fighters Local 141

Representing Green Bay, Allouez, DePere and Austin Straubel Inter. Airport

February 9, 2012

*Finance Committee of the City of De Pere
City of De Pere
335 S. Broadway
De Pere, WI 54115*

Re: Furlough Grievances – Greg Brown, Tom Hendricks, Dan Young, Ben Cheslock, Brian Thomson

Dear Finance Committee:

Local 141 has received and reviewed the response to the grievances filed by Local 141 on the furloughs mandated by the Common Council of the City of De Pere in the approved 2012 Budget. Local 141 would like to appeal the decisions of De Pere Fire Chief Robert Kiser in the denial of the grievances of our members.

Local 141 thanks you for your attention in this matter and looks forward to receiving a response from the Finance Committee.

If you have any questions please feel free to contact me,

*Chad Bronkhorst
President*

*De Pere Professional Fire Fighters Assoc. – IAFF Local 141
chadbronkhorst@yahoo.com
920-680-2383*

*Cc: Tim Hawks – Local 141 Legal Council
Robert Kiser – City of De Pere Fire Chief*

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

12-7/26/12 JX

Date: 26 January 2012

Name of Employee: Brett Jansen

Case #: 12-51

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 11 January 2012

Where case occurred: De Pere Fire, Station 1

Description of Case (Incident):

On January ^{new date} 19, 2012, I completed a City of De Pere Voucher Slip requesting 24 hours of Vacation time for Thursday January 19, 2012. At the time of request, there was only one person listed as off on the Shift Office wall calendar, and in the Firehouse database (Captain Annen scheduled for 24 hours vacation time). Article 20 of the current, intact, mutually agreed upon Collective Bargaining Agreement (CBA) between the City of De Pere (City) and the De Pere Professional Firefighter's Association, IAFF Local 141 (Association) states under the heading Vacation Scheduling:

"(b) Two (2) non-officer members may be off on vacation on the same date, but only one (1) officer may be off at a time."

As my employment status is that of Firefighter/ Paramedic, and not as an officer, my request meets the requirements of the contract and therefore should have been approved without hesitation.

The reason for the denial of my request stems from a Memo issued to Association Members by Chief Kiser dated December 28, 2011. This Memo states;

"Furloughs will take priority over vacation and comp time. The two personnel off will include a person on furlough"

This Memo directly and deliberately attempts to unilaterally circumvent and change the language and content of the intact CBA, and flies in the face of the following statements found on page 1 of the aforementioned document;

Agreement

"Both parties of the 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 wages, hours, and conditions of employment, as well as procedures for reducing potential conflict."

Article 3

Management Rights

"The Association recognizes that, except as otherwise provided in this Agreement or as may affect the wages, hours, and working conditions of the members of the Association, the..."

Notwithstanding the clear violation of the current CBA language, the Association further references the Grievance Agreement dated January 8, 2010 between the City and Association through which, the Association in good faith, compromise, and understanding came to a one-time, limited term agreement to hold in abeyance a Grievance on an earlier attempt by the City to unilaterally change Vacation scheduling in an effort to reduce overtime costs. (See Directive dated 11/25/09). This agreement specifically states;

"It was, and remains, Local 1998's position that the collective bargaining agreement obligates the City to allow two (2) bargaining unit members off on vacation on the same date."

"This agreement to waive the terms of the collective bargaining agreement is non-precedent setting and is not to be used in future arbitration proceedings of any kind."

On the above basis and with your agreement Local 1998 will withdraw the grievance, reserving the right to re-file in the event of future violations."

This most recent attempt to unilaterally circumvent the current, in force CBA, and directly disregard the good faith agreement between the City and Association in 2010, by attempting the same measures, lends credence to the belief that the City does not hold the CBA, and agreement of 2010 in the same high regard as the Association, and instead can arbitrarily enact changes as it sees fit without consequence.

Solution Requested:

1. Follow the current, intact Collective Bargaining Agreement.
2. Immediately repeal the limitations on Vacation time.
3. Award overtime amount to members entitled, if staffing replacement was needed

Employee Signature



Chairman Grievance Comm. Chad Bronkhorst

(attach all relative documentation----File two copies, one will be returned with Management's reply)

Submitted On: 2.6 Jun 12

Submitted By: Tom Nelson

CITY OF DE PERE

VOUCHER

Employee # 335Employee Name Brett Jansen Department FireVacation Leave ☒ Other Time Off ☐ Comp Time Off ☐ Holiday Leave ☐

Explain: _____

Dates(s) to be absent from duty: Jan 19, 2012 Number of Hours Off 24Comp. Time Earned ☐ Actual Hours Worked _____ O.T. Hours Earned _____

Date Overtime Occurred: _____ Reason For Overtime: _____

★★★★★★★★

Employee's Signature Brett Jansen Date 1-11-12Approved ☐ Denied ☒ If Denied, Reason for Denial: 2 people already offBee Memo from Chief Dated 12-28-11Supervisor's Signature [Signature] Date 1-16-12

De Pere Professional Firefighters Assoc.
IAFF Local 1998
400 Lewis Street
De Pere, WI 54115

January 8, 2010

Chief Robert Kiser

RE: Vacation Grievance Settlement

Dear Chief Kiser:

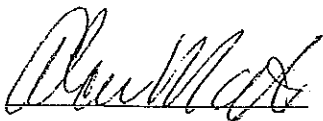
This is in regard to the vacation grievance filed by Local 1998. As you know, Local 1998 filed a grievance objecting to the unilateral decision to reduce the number of bargaining unit members allowed on vacation on the same date. We had a meeting to discuss the grievance on January 5, 2010. It was, and remains, Local 1998's position that the collective bargaining agreement obligates the City to allow two (2) bargaining unit members off on vacation on the same date. That said, Local 1998 will agree to a limited waiver the collective bargaining agreement to allow the City to restrict vacations to one (1) bargaining unit member off on vacation on each day until April 1, 2010 or at least two bargaining unit members return from light duty, whichever occurs first.

This agreement to waive the terms of the collective bargaining agreement is non-precedent setting and is not to be used in future arbitration proceedings of any kind.

On the above basis and with your agreement Local 1998 will withdraw the grievance, reserving the right to re-file in the event of future violations.

Please indicate your agreement with the above on the signature line below.

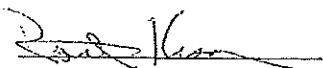
Sincerely yours,



Alan Matzke, President

DePere Fire Fighters Local 1998

Agreement



Fire Chief Robert Kiser

ARTICLE 20

Vacations

Line personnel earning wages for hours actually worked or receiving wages for approved leave for not less than four (4) duty days or ninety-six (96) hours during any calendar month shall be entitled to vacation with pay according to the schedule provided herein.

Day personnel earning wages for hours actually worked or receiving wages for approved leave for not less than eighty (80) hours during any calendar month shall earn, and be entitled to, vacation with pay according to the schedule provided herein.

For purposes of the two preceding paragraphs, an employee shall be considered to be receiving wages for approved leave if the person is incapacitated due to a work related illness or injury. An injury shall be considered work related if the party has received or is receiving workers compensation benefits for such injury.

January 1 is to be used as the anniversary date in determining vacation benefits. Employees hired during mid-year shall accrue a proportional part of vacation benefits during the second year for each month of employment up to January 1 of the subsequent year. Effective for employees hired on or after January 1, 1996: Employees hired during mid-year shall accrue a proportional part of vacation benefits during the first year for each month of employment up to January 1 of the subsequent year. Such vacation days shall be credited to the employee January 1 of the year following the date of hire; however, employees shall not be eligible to use such vacation days until they have completed six (6) months of employment. If the hire date of the new employee was on, or prior to, the 15th day of the month, a full month benefit will be granted, and if the hire date was after the 15th day of the month, the benefits will accrue beginning with the 1st day of the following month. In determining vacation benefits after two (2) full years of employment, January 1 of the hire year will be used for those employees with a hire date occurring during the first six (6) months of a calendar year, and January 1 of the subsequent year for those employees with a hire date during the last six (6) months. Effective for employees hired on or after January 1, 1996: In determining vacation benefits for the year following the date of hire, January 1 of the year of hire will be used for those employees with a date of hire occurring during the first six (6) months of a calendar year, and January 1 of the subsequent year for those employees with a date of hire during the last six (6) months.

Vacation Schedule For Line Personnel

- a. Three (3) working days after one (1) year of employment.
- b. Six (6) working days after two (2) years of employment.
- c. Seven (7) working days after five (5) years of employment.
- d. Nine (9) working days after eight (8) years of employment.
- e. Ten (10) working days after ten (10) years of employment.
- f. Eleven (11) working days after thirteen (13) years of employment.
- g. Twelve (12) working days after sixteen (16) years of employment.

- h. Fifteen (15) working days after twenty (20) years of employment.
- i. Sixteen (16) working days after twenty-five (25) years of employment.

Employees attending initial paramedic training on their own time will be granted vacation and holiday time off, in blocks of less than 24 hours, to facilitate their attending initial paramedic training sessions.

Vouchers for initial paramedic training vacation or holiday hours must be filed not more than thirty (30) days before the requested date of use. Vouchers shall be filed with the officer in charge, subject to the review of the Chief and may be denied if inconsistent with the needs of the department.

Day Personnel

- a. One (1) workweek (5 days) after one (1) year of employment.
- b. Two (2) workweeks (10 days) after two (2) years of employment.
- c. Three (3) workweeks (15 days) after eight (8) years of employment.
- d. Four (4) workweeks (20 days) after sixteen (16) years of employment.
- e. Five (5) workweeks (25 days) after twenty-five (25) years of employment.

Personnel desiring vacation shall submit request for leave to the Fire Chief who, in turn, shall forward such request to the Personnel Department for proper record keeping. The Chief shall schedule vacations, giving due consideration to seniority rights, the needs of the service, and the remaining staff to perform the necessary duties of the Department.

Vacation Scheduling

The vacation selection process shall be per the following:

- a. All members shall select vacation on a department seniority basis.
- b. Two (2) non-officer members may be off on vacation on the same date, but only one (1) officer may be off at a time.
- c. The most senior member on each shift shall start selecting vacation. Each member shall have three (3) working days per round to select his or her vacation. The remaining members of the shift shall then select in this manner by seniority.
- d. Vacation signing will consist of three rounds. The first round of signing shall be for three (3) day blocks. A maximum of two (2), three (3) day blocks may be picked the first round. The second round of picks shall be for three (3) day blocks also. A maximum of two (2), three (3) day blocks may be picked in the second round. The third round may be used for single days or three (3) day blocks. A member may pass picking three (3) day blocks in the first round and/or second and may choose to pick single days in the third round.

- e. Any vacation day selected after April 15 shall be treated the same as holiday or accrued time, except that vacation days may be selected more than thirty (30) days in advance.
- f. Vouchers shall be filled out properly and signed by the member and the Chief or shift officer.
- g. The vacation schedule shall be posted in each department quarters on or before the first day of January.
- h. A member may cancel his/her vacation at any time up to when the vacation period/day starts.

The Association shall be responsible to monitor and coordinate the vacation scheduling process including posting of the schedule under paragraph "g" above. In no event will the City be subject to the grievance procedure under Article 31 for any failure to follow the vacation scheduling process.

Vacation leave shall not be accumulative. The Chief, with approval of the City Administrator, may allow earned vacation to accumulate when it is in the best interests of the City. Only upon approval of the Fire Chief and the City Administrator will employees be permitted to be absent from duty due to vacation for any one period which would exceed the amount of vacation time earned during the prior year.

Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Chief, be charged against vacation leave.

Schedule Changes

In the event an employee changes status from a day schedule to a line schedule or visa versa, the employee's vacation shall be converted pursuant to the following equation:

$$a \times \frac{b}{c} = \text{vacation hours due under new schedule}$$

WHERE:

- a = number of vacation hours due January 1 of year of transfer less hours used in year of transfer (including any carryover)
- b = total annual vacation hours due for employee of equal tenure on January 1 of the year of transfer under the schedule to be transferred to
- c = total annual vacation hours due the employee as of January 1 of the year of transfer (excluding any carryover)

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



January 27, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Vacation Grievance – Brett Jansen

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 26 January 2012 regarding Brett Jansen on January 16, 2012 requested a vacation on January 19, 2012.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force are vested exclusively in the City and are so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

The management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of the Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- e. To plan, direct, and control operations;
- f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- g. To introduce new or improved methods or facilities;
- i. To assign duties;
- j. To issue and amend reasonable work rules.

Please review the Paragraph below on vacation Scheduling.

" Personnel desiring vacation shall submit request for leave to the Fire Chief who, in turn, shall forward such request to Personnel Department for proper record keeping. **The Chief shall schedule vacations, given due consideration to seniority rights, the need for service, and the remaining staff to perform the necessary duties of the department.**"

This paragraph gives management full right to establish the amount of people allowed off duty through vacation scheduling. And currently, with personnel on furlough and a city directive that furloughs will not cause overtime I must restrict time off to **"the remaining staff to perform the necessary duties of the department"** do not give many options with a minimum staffing level of 6.

Your contention of item b. Two (2) Non-officer Members may be off on vacation..... I view this as a guideline. The term is MAY and offers no guarantee that 2 WILL be allowed off. In past practice management has ordered no vacations on days due to **"the necessary duties of the department"** and at the same time due to shift changes, we have allowed 3 personnel on vacation (9-member shift).

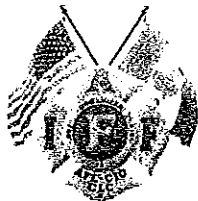
For the Reasons set forth and described above:

The grievance is denied.

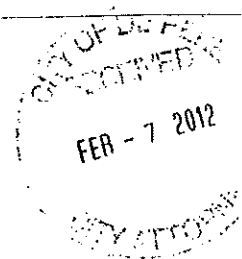
If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org



Green Bay Fire Fighters Local 141
Representing Green Bay, Allouez, DePere and Austin Straubel Inter. Airport



February 7, 2012

Finance Committee of the City of De Pere
City of De Pere
335 S. Broadway
De Pere, WI 54115

Re: Vacation Grievance – Brett Jansen

Dear Finance Committee:

Local 141 has received and reviewed the response to the grievance filed by Local 141 on the change to vacation scheduling as issued by Fire Chief Robert Kiser. Local 141 would like to appeal the decisions of De Pere Fire Chief Robert Kiser in the denial of the grievance.

Local 141 thanks you for your attention in this matter and looks forward to receiving a response from the Finance Committee.

If you have any questions please feel free to contact me,

Chad Bronkhorst
President

De Pere Professional Fire Fighters Assoc. – IAFF Local 141
chadbronkhorst@yahoo.com
920-680-2383

Cc: Tim Hawks – Local 141 Legal Council
Robert Kiser – City of De Pere Fire Chief



De Pere Fire Rescue

Memo

To: All Personnel
From: Robert Kiser, Fire Chief
Date: December 28, 2011
Re: Implementation of furloughs

Please note:

Furloughs will take priority over vacation and comp time. The two personnel off will include a person on furlough.

Therefore, Example: 1 person on furlough and 1 person on vacation will be "two personnel off." Or any combination of such.

If an officer is on furlough, the other officer may take vacation time. All actings will get acting pay.

When on furlough 7AM to 7AM the next day. -- The personnel on furlough will not:

1. Carry a pager, radio or both.
2. Carry their protective gear.
3. Respond to any fire calls or EMS calls no matter how sever.
4. Answer business phone calls from the department or city during the 24 hour.

Any questions, feel free to see me.

Robert Kiser
Fire Chief
De Pere Fire Rescue
De Pere WI 54115

rkiser@mail.de-pere.org

920-339-4085 work
920-403-7883 fx



De Pere Fire Rescue

DIRECTIVE

To: Fulltime Personnel

From: Robert Kiser, Fire Chief *rk*

Date: November 25, 2009

Re: Vacation Scheduling Jan 1 to April 1 2010

Attention: Due to a reduction in the workforce due to injuries, the following change in schedule is to take place.

Signing for vacations during January 1 to April 1, 2010 only one (1) person will be allowed on vacation per shift.

This change is necessary to reduce overtime expenses in 2010. Remember, this change is for the Months of January, February, and March of 2010 only.