

# Minutes <u>Committee #2</u> <u>Labor Negotiations, Personnel, Policy & Administration</u> <u>October 3, 2023</u>

Committee #2 met on Tuesday, October 3, 2023 at 9:00 am in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: John Monarski, Chuck Hull, and CW King Mayor/Other Council Members present:

Others present: Finance Manager/Treasurer Lynne Bauer; Fire Chief Jason Thom; Police Chief Matt Kelm; and City Clerk Bridget Givens.

Call to Order: 9:00 am

1. Discuss changes to Chippewa Falls Municipal Code Chapter 1 due to position title changes within the Public Works/Engineering Department. Possible recommendation to the Council.

Finance Manager/Treasurer Bauer advised that recent position title changes have resulted in the need to update Chapter 1 of the Municipal Code. The recommended updates were discussed as attached.

Motion by Hull/King to recommend Council approve proceeding with an ordinance to amend Chapter 1 of the Chippewa Falls Municipal Code as presented. All present voting aye, motion carried.

2. Discuss revisions to the Street Department Mechanic job description. Possible recommendation to the Council.

The City was made aware of the upcoming retirement of a mechanic at the Street Department. Prior to posting a position, it is practice to review and update the job description as needed. Suggested updates included a correction of the supervisor's title, revision of the first paragraph for clarity, and removal of tanker and combination vehicle CDL endorsements.

**Motion by Hull/King** to recommend Council approve the revisions to the Street Department Mechanic job description as presented. **All present voting aye, motion carried.** 

3. Discuss revisions to the Police Department "Agreement to Reimburse Investments and Costs". Possible recommendations to the Council.

Chief Kelm reviewed the existing Agreement to Reimburse Investments and Costs and provided details thereon. This agreement requires officers who leave within three years to reimburse the City for certain costs.

Kelm advised that portions of the agreement are confusing relative to what constitutes personalized, issued equipment and also suggested the agreement be pro-rated.

The Committee directed Kelm to revise the agreement accordingly, submit it to Attorney Ferg for review, and bring it back to the Committee for consideration.

No action taken.

4. Discuss termination of the Fire Department sick leave payout HRA account. Possible recommendation to the Council.

In 2011, the management group at the Fire Department requested the creation of a Health Reimbursement Account (HRA). This allowed for unused vacation and sick time accrual payouts to be made directly to this account upon retirement, resulting in tax savings for the employee.

The Fire Department Management has since requested this plan be terminated. All those currently participating are in agreement and have signed off on termination. Other options for these monies are being discussed including deferred compensation. Additionally, employees could take a one-time payout. The only financial impact to the City would be the City's portion of any taxes.

**Motion by Monarski/Hull** to recommend Council approve termination of the Fire Department HRA account as requested by the Fire Department. **All present voting aye, motion carried.** 

5. Discuss compensation and benefit analysis proposals. Possible recommendation to the Council.

Two proposals were received for a classification and compensation study with additional quoted options of a benefits analysis and the inclusion of union employees. Bauer advised that both firms are experienced and have local representatives.

The cost proposal received from McGrath Human Resource Group was lower than the bid received from Carlson Dettmann. It was recommended the City proceed with the lower cost proposal.

**Motion by King/Hull** to recommend Council approve the proposal of McGrath Human Resources Group for a compensation and benefit analysis. **All present voting aye, motion carried.** 

6. Adjournment.

Motion by King/Hull to adjourn at 9:27 am. All present voting aye, motion carried.

Minutes submitted by: John Monarski, Chair

## 1.07 - CITY ENGINEER-DIRECTOR OF PUBLIC WORKS.

Remove

- (1) SUPERVISION. (Am. #96-40) The City Engineer shall retain the title of Director of Public Works, and the Superintendent of Public Utilities shall perform their duties Quantum of the City Engineer-Director of Public Works.
- (2) DUTIES. The Director of Public Works shall plan, order and supervise all repair and maintenance work and may in case of emergency, switch from one ordered public works job to another, in order to maintain efficient control. The Director of Public Works shall receive and carry out orders from the City Council as a whole.

### 1.17 - BOARD OF PUBLIC WORKS.

- (1) MEMBERSHIP. (Am. #05-22; #2012-16) The Board of Public Works shall consist of the Mayor, a Common Council Member selected by the Committee on Committees and confirmed by the Common Council, Director of Public Works/City Engineer, Finance Manager and volunteer resident of the City of Chippewa Falls appointed by the Mayor and confirmed by the Common Council, each of whom shall have one vote as a member of the Board; and the following additional members of the Board of Public Works, but without vote: Utilities Manager, Street Manager and City Attorney, whose position on the Board shall be advising and recommending.
- (2) ORGANIZATION. (Am. #85-16) The Board of Public Works shall choose a president of the Board from that number on one of its May meetings each year. The Director of Public Works shall be the secretary of the Board.
- (3) COMPENSATION. The salaries of each of the members of the Board shall be in full for their services as members.
- (4) RULES OF PROCEDURE. The Council shall make such rules from time to time as they deem proper, not contravening any of the provisions of Ch. 62, Wis. Stats., for the government of the Board of Public Works and the manner in which the business of the Board shall be conducted.
- (5) QUORUM: RECORDS: REPORTS. A majority of the voting members of the Board shall constitute a quorum for doing business.
  - The Board shall keep a record of all of its proceedings, which shall be open at all reasonable times to the inspection of any elector of the City and shall make a report to the Council on or before March 1 in the year and more often if required by the Council.
- (6) PETITIONS FOR PUBLIC WORKS AND CONSTRUCTION. The City Council shall refer all petitions for all public works and new construction to the Board of Public Works, which at its next meeting shall act on such petitions referred to it, vote on the same, including the priority of work to be done, and submit its recommendations to the City Council in writing, together with appropriate resolution or ordinance, as required by law.

- (7) PUBLIC CONSTRUCTION BY THE CITY WITHOUT BIDS. (Rep. & recr. #79-24)
  - (a) With regard to the following classes of public construction or any part thereof, the estimated cost of which shall exceed \$5,000, the Board of Public Works, when directed by resolution of the City Council, may procure all materials and furnish the labor and equipment for such construction without submitting the same for bids:
    - 1. Construction of streets and alleys, including sidewalks, curbs and gutters and driveway approaches, both concrete or bituminous.
    - 2. Construction of watercourses or storm sewers.
    - 3. Installation of water mains and sanitary sewers and appurtenant facilities.
    - 4. Construction of municipal off-street parking lots.
    - 5. Installation of street lights and traffic control devices and appurtenant facilities.
    - 6. Installation of appurtenances in public buildings and upon public grounds.
  - (b) Whenever any public construction shall be done pursuant to this section, the Board of Public Works shall keep an accurate account of the cost thereof, including the necessary overhead expense.

1.18 - PLAN COMMISSION.

remove City Engineer - Replace with Director of Public Works

- (1) MEMBERSHIP. (Am/#81-23) The Plan Commission shall consist of the Mayor, who shall be the presiding officer; the City Engineer; president of the Parks, Recreation & Forestry Board; an alderman elected annually by a ¾ vote of the members of the Council; and 7 citizens of recognized experience and qualifications who shall be appointed by the Mayor, subject to confirmation by the Council, for 3 year terms. One citizen member shall be either a member of the school district administration or school board. A citizen member shall not be an alderman. The members of the Plan Commission shall annually select a vice-chairman who shall be the presiding officer in the absence of the Mayor.
- (2) POWERS AND DUTIES. (Am. #91-18) The powers and duties of the Plan Commission shall be as prescribed by §62.23, Wis. Stats., except appeals shall be to the Board of Appeals under §17.45 of this Municipal Code.

#### CITY OF CHIPPEWA FALLS

#### STREET DEPARTMENT

JOB TITLE:

MECHANIC

DEPARTMENT;

STREET

SUPERVISOR'S TITLE:

STREET MANAGER/STREET SUPERVISOR

Street, Fleet, Whility Maintenance Manager

GENERAL DESCRIPTION:

Under general supervision of street manager and street supervisor perform skilled mechanical work in the maintenance and repair of city vehicles such as; trucks, mechanical equipment, and heavy motorized units. Do related work as required.

#### **EXAMPLES:**

- 1. Repairs and overhauls city trucks, vehicles, and other automotive equipment. This includes diesel machinery.
- 2. Repairs, and reconditions, pumps, transmissions, differentials, distributors, hydraulics, and electrical systems.
- 3. Operates a variety of machines and equipment used in general mechanical automotive repair and maintenance work.
- 4. Cuts or welds metal by electric, acetyline, wire feed methods.
- 5. Occasionally operates mechanized equipment incidental to performance of normal duties.
- 6. May do body and fender work.

### QUALIFICATIONS:

### ESSENTIAL KNOWLEDGE AND ABILITIES:

- Considerable knowledge of the tools, equipment, materials methods, and practices used in the automotive or mechanical trades.
- 2. Considerable knowledge of occupational hazards and safe work practices.
- 3. Ability to diagnose mechanical failures and defects.
- 4. Ability to use the tools common to the trade.
- 5. Ability to weld ( Welding Certification Preferred ) .
- 6. COMMERCIAL DRIVER'S LICENSE with endorsements to include; air brake, tanker and combination vehicle.

## remove

# SUGGESTED TRAINING AND EXPERIENCE:

- 1. Graduation from high school including or supplemented by technical courses relating to the trade.
- 2. (4 to 5 ) years experience with diesel engines and other work related to the trade.
- 3. Must be 18 years old or older.



# AGREEMENT TO REIMBURSE INVESTMENTS AND COSTS

This is an agreement between <u>Officer Name</u> and the City of Chippewa Falls. This agreement is entered into prior to the commencement of my employment as a police officer with the City. In consideration, and as a condition of being offered employment by the City I, <u>Officer Name</u>, agree that if I choose to leave the employ of the City before the completion of three years I will reimburse the City for the training and equipment expenses incurred by the City during my employment. I understand and agree that this reimbursement includes the following:

1. New Hire Police In-house Tactical Training:

\$ 1,000.00

- Firearms, Defense and Arrest Tactics, Tactical Skills, Safety Training
- 2. Personalized Issued Equipment:

\$ 2,500.00

Ballistic Vest, Exterior Carrier, Boots, Jacket, Uniforms

I understand that I will not need to reimburse the City for costs in excess of the amounts listed above. If the City incurs less than the amount listed above, I understand that the City will only charge me for the actual expense incurred for each item. With the exception of uniforms and jackets, personalized issued equipment becomes the property of the departing officer once all items of identification relating to the City and the Chippewa Falls Police Department has been removed and full reimbursement to the City has been made.

I hereby authorize the City to deduct any amounts due under this Agreement from my final paycheck, to the extent this payment does not reduce my pay below the required legal limits, if I choose to leave my employment with the City prior to the completion of three years. I further agree that if the City is still owed any money under this Agreement after the expenses are deducted from my final paycheck, that I will reimburse the City within 30 days of my last date of employment.

This Agreement does not apply if the City terminates my employment or grants me a disability severance.

I understand that this Agreement applies only to the expenses listed above. If I choose to enter into any other agreements with the City, this Agreement does not limit my obligations under any other such agreement.

Signed:	Date:
Officer Name	
Signed:Chief of Police	Date:
This document signed in my presence on	<del>-</del>
Notary Public State of Wisconsin, County of	My commission expires