CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, NOVEMBER 5, 2013, 6:30 P.M.

A. Call to Order and Roll Call

B. 1. Citizen Comment Period
2. Announcements from Mayor Taylor of upcoming community events & news items:
   a. Green Beret Sgt. Steven Brunell selected for the Yellow Ribbon Honor Flight to Washington D.C.
   b. Saber Stadium Project (Mayor Taylor).

C. Approval of Minutes
1. Approval of regular meeting of October 15, 2013.
2. Reconsideration of the approval of the minutes of the September 30, 2013, Committee of the Whole meeting to provide for a correction to item II.B. (Alderman Skowronski).

D. Hearings

E. Organizational Business

F. Letters and Petitions

G. Reports and Recommendations
1. Resolution directing staff to investigate and prepare an Ordinance exempting public school districts from subjection to City-imposed impact fees as set forth in Section 92-9 of the Municipal Code.
2. Donation from the Historical Society of asphalt paving of the handicapped accessible pathways around the historical buildings in Lions Legend Park and authorization that a path lighting project in this same area be considered a project co-sponsored by the City of Franklin.
3. Resolution in Support of 2013 Assembly Bill 441 as Introduced to Amend the Wisconsin Statutes to Further Provide for the Distribution by State Agencies of Information Relating to Persons Required to Register as a Sex Offender to the Public and Local Law Enforcement in the Interests of the Public Health, Safety and Welfare.
4. Low powered FM radio station opportunities from the Federal Communications Commission (FCC).
5. Tentative agreement between the City of Franklin and the Franklin Professional Police Officers Association for a 2013-2015 successor labor agreement.
6. Approval of a job description for a Library Administrative Aide.
7. Ordinance adopting the 2014 Annual Budgets for the General Fund, Library Fund, Solid Waste Collection Fund, Sewer Service Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Debt Service Fund, Development Fund, and TIF District Funds and adopting the Property Tax Levy and Other Revenue for the City of Franklin for Fiscal Year 2014.
8. Review of costs for the extension of sanitary sewer on S. 76th Street from a point 3,000 feet south of S. 76th Street to a point 900 feet north of S. 76th Street, and on W. Ryan Road from S. 76th Street to a point 1,235 feet west of S. 80th Street.

9. Authorization to survey and test to determine if the cemetery located on the south side of the 8200 block of W. Ryan Road extends into right-of-way for the future extension of sanitary sewer on W. Ryan Road.
10. Authorization for We Energies to install street lights at the intersection of S. Phyllis Lane and S.T.H. 100 and at the W. Rawson Avenue ramp at S.T.H. 100.
11. Bids received for the extension of water transmission main along St. Martins Road from approximately 440 feet southeast to S. Chapel Hill Drive.
12. Resolution in Opposition to 2013 Senate Bill 349 Pertaining to the Gutting of Local Municipal Home Rule Authority in the Regulation of Nonmetallic Mining (Quarry) Uses and Operations Throughout the State of Wisconsin.
13. South 27th Street Corridor Streetscape Recommendations from the Community Development Authority and the Forward Franklin Economic Development Committee.
14. Resolution Committing the Home Rule Authority of the City of Franklin to Work in Collaboration with the State of Wisconsin to Create Jobs and Promote Economic Growth (Mayor Taylor).
15. Resolution confirming the appointment of Paul Rotzenberg as the Director of Finance and Treasurer.
16. Resolution designating signatures for checks and orders pursuant to Section 66.0607 Wisconsin Statutes.
17. Ordinance to amend Ordinance 2012-2096 (an Ordinance adopting the 2013 budgets and tax levy for the City of Franklin), as amended, to modify the budget of the General Fund Elections and General Fund Contingency by transferring up to $30,000 in expenditure appropriations from Contingency to Elections to cover expenses related to special elections.
18. Resolution to establish the 2013 non-represented clerical employee general wage adjustments and to incorporate such into the employee handbook.
19. Rescission of the October 1, 2013 Common Council action approving the modification of the eligibility requirement of the Flexible Spending Program (Section 125 Plan) such that the requirement that the employees are regularly scheduled to work 20 or more hours per week applies to employees hired, for their current term of employment, after January 1, 2007, as the information provided by the City's administrative consultant changed following that action, thereafter stating that such a change to the Plan was not available.

H. Licenses and Permits
   1. Miscellaneous Licenses.

I. Bills
   1. Vouchers and Payroll approval.

J. Adjournment

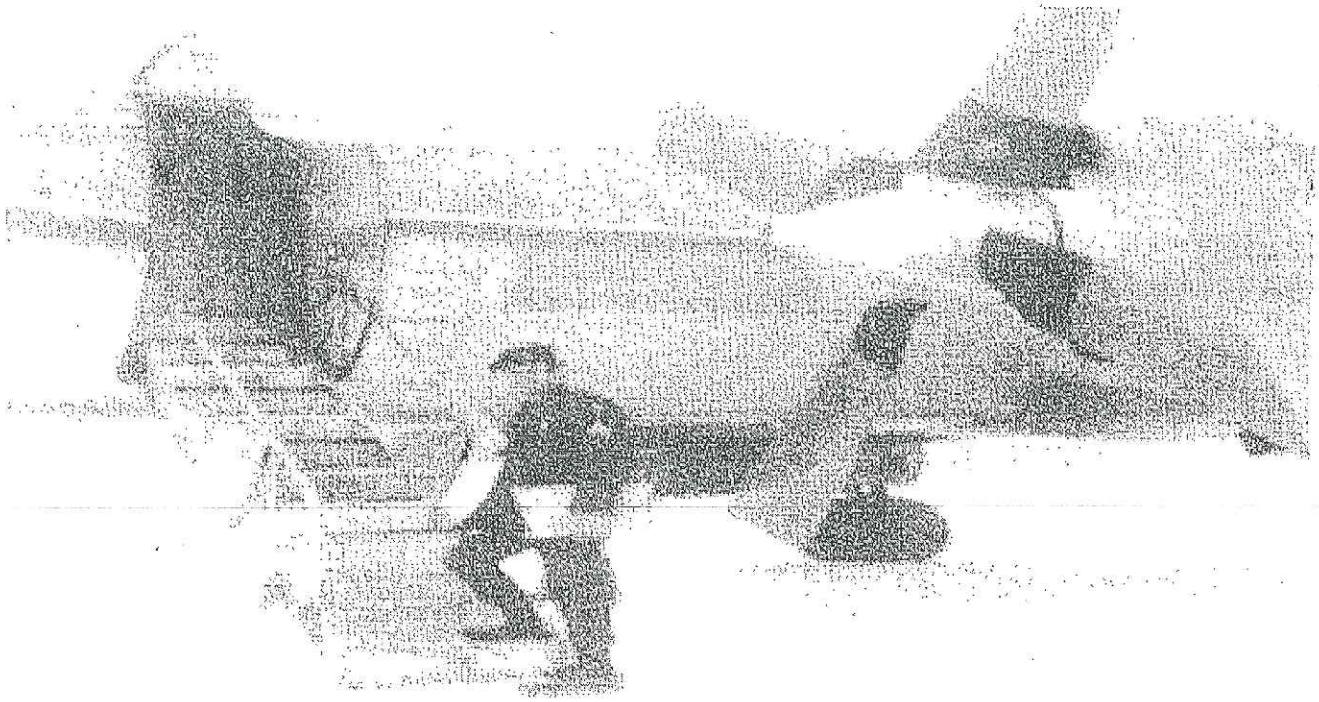
*Supporting documentation and details of these agenda items are available at City hall during normal business hours.
**Notice is given that a majority of the Forward Franklin Economic Development Comm. and Personnel Comm. may attend this meeting to gather information about an agenda item over which the Forward Franklin Economic Development Comm. and Personnel Comm. has decision-making responsibility. This may constitute a meeting of the Forward Franklin Economic Development Comm. and Personnel Comm. per State ex rel. Badke v. Greendale Village Board, even though the Forward Franklin Economic Development Comm. and Personnel Comm. will not take formal action at this meeting.
[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

November 7	Plan Commission	7:00 p.m.
November 19	Common Council	6:30 p.m.
November 19	Special Primary Election Assembly District 82 and Special Election Assembly District 21	7:00 a.m.-8:00 p.m.
November 28 & 29	Thanksgiving Holiday – City Hall Closed	

B.2.a.

Green Beret Sgt. Brunell to Take Yellow Ribbon Honor Flight

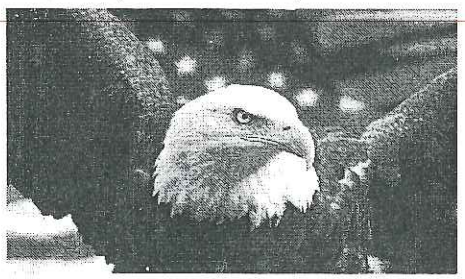


Green Beret Sgt. Steven Brunell is pictured boarding a flight leaving Ironwood, Mich., headed for Vietnam, in December of 1971.

Steven Brunell, formerly of Hurley, now living in Franklin, Wis. has been selected for the Yellow Ribbon Honor Flight to Washington, D.C.

Brunell, a 1968 graduate of Hurley High School and 1969 graduate of Superior Technical College, now owns his own insurance agency in Franklin.

In April of 1970, Brunell joined the United States Army, where he became an elite member of the Special Forces Team, The Green Berets. He left Ironwood for Vietnam/Cambodia in December of 1971. There he earned an American Bronze Star, a Cambodian Bronze Star, Cambodian Jump Wings and an unknown Campaign Medal. Having earned a Black Beret from the Australian Troops, he can also have tea with the Queen.



On Aug. 2, Brunell will be on his honor flight to Washington, D.C., where he will visit the Vietnam Memorial and search for names of fellow team-mates on the wall. From there, he and the others on the flight will witness the 'Changing of the Guard' and visit the American History Museums before heading home.

He and his wife Kathy will celebrate their 39th anniversary the day of his flight (Aug. 2). She will join others at the welcome home celebration following their return.

Brunell gratefully acknowledges the generosity of those who made the Honor Flight experience possible.

He will be arriving in Hurley late tomorrow (Friday) evening, July 26 and will be staying at the Days Inn. He will be around on Saturday for some of the 45th class reunion activities, but will be leaving in the early evening to head back to Franklin. He looks forward to visiting with his old classmates.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		November 5, 2013
REPORTS AND RECOMMENDATIONS	SABER STADIUM PROJECT (Mayor Taylor)	ITEM NUMBER B, 2, b.

A request from Franklin Mayor Tom Taylor to the City of Franklin's Common Council to seek out and explore all possibilities for cooperation with the Franklin School Board and its employees, as well as with the supporters of the Saber Stadium Project to make this very worthy project a reality for the citizens of the City of Franklin.

Mayor Tom Taylor further asks that the Forward Franklin Committee study and/or research ways in which the City may assist in making the Saber Stadium Project a certainty.

It is further recommended to the Common Council that the use of impact fees for future park acquisition and improvements be examined to see if these acquired funds **might** be used to financially support the Saber Stadium Project that would benefit a large portion of the citizens of Franklin and their children.

Mayor Tom Taylor is respectfully requesting that the aldermen of the City of Franklin support and act as promoters for the Saber Stadium Project and he asks the aldermen to advocate to their constituents that contributions and support be made to support this project that will enhance the community's image and that will help to attract and retain quality businesses to the City of Franklin.

COUNCIL ACTION REQUESTED

A motion to refer the Saber Stadium Project to the Forward Franklin Economic Development Committee for its review and return report to the Common Council as to potential City and Community assistance which may be provided to support the project, and to direct staff to review and return report to the Common Council as to the potential impacts of the application of impact fees and impact fee ordinances.

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
OCTOBER 15, 2013
MINUTES

ROLL CALL	A.	The regular meeting of the Common Council was held on October 15, 2013 and called to order at 6:30 p.m. by Mayor Tom Taylor in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Aldermen Mark Dandrea, Kristen Wilhelm, Steve Taylor, Doug Schmidt, and Ken Skowronski. Excused was Alderman Daniel M. Mayer. Also present were City Engineer John M. Bennett, Director of Administration Mark Luberda, City Attorney Jesse Wesolowski and City Clerk Sandi Wesolowski.
CITIZEN COMMENT	B.1.	Citizen comment period was opened at 6:31 p.m. and closed at 7:00 p.m.
APPROVAL OF MINUTES-9/30/13	C.1.	Alderman Skowronski moved to approve the minutes of the regular Committee of the Whole meeting of September 30, 2013. Seconded by Alderman Schmidt. All voted Aye; motion carried.
APPROVAL OF MINUTES-10/1/13	C.2.	Alderman Skowronski moved to approve the minutes of the regular meeting of October 1, 2013 as corrected at Item G.1. Seconded by Alderman Dandrea. All voted Aye; motion carried.
APPROVAL OF MINUTES-10/7/13	C.3.	Alderman Schmidt moved to approve the minutes of the special meeting of October 7, 2013. Seconded by Alderman Dandrea. All voted Aye; motion carried.
TASK FORCE APPOINTMENT	E.1.a.	Alderman Taylor moved to approve the Mayoral appointment of Kevin Mineard, District 4, to the Economic Staffing and Duties Task Force. Seconded by Alderman Schmidt. On roll call, all voted Aye; motion carried.
LETTERS FROM HISTORICAL SOCIETY	F.1.a.	Jim Luckey withdrew the request from the Franklin Historical Society for the City to donate street light poles and installation at the Historical Society village.
	F.1.b.	Alderman Taylor moved to approve the request for the City to transport the Wendt Family barn to Lions Legend Park for the Franklin Historical Society to begin reconstruction. Seconded by Alderman Wilhelm. Motion carried on a voice vote; Alderman Schmidt abstained.
HISTORICAL SOCIETY ASPHALT PAVING	G.1.	Alderman Wilhelm moved that the donation of asphalt paving for the handicapped accessible pathways around the historical buildings in Lions Legend Park and authorization that the path lighting project be considered a project co-sponsored by the City in relation for the minor site plan application, be tabled for further research and clarification by attaching a map to the lease agreement, and return to the Common Council meeting of November 5, 2013. Seconded by Alderman Taylor. Motion

HISTORICAL SOCIETY-CONTINUED		carried on a voice vote; Alderman Schmidt abstained and Alderman Skowronski voted No.
MOU WITH HISTORICAL SOCIETY FOR WENDT FAMILY BARN	G.2.	Alderman Taylor moved to approve the Memorandum of Understanding between the City of Franklin and the Franklin Historical Society, Inc. for the reconstruction of the Historical Wendt Family Barn in Lions Legend Park, as presented at the October 15, 2013 Common Council meeting. Seconded by Alderman Wilhelm. Motion carried on a voice vote; Alderman Schmidt abstained.
DONATIONS FROM KWIK TRIP, INC.	G.3.	Alderman Wilhelm moved to accept the donations from Kwik Trip, Inc. in the amount of $500 to the Police Department and $500 to the Fire Department. Seconded by Alderman Dandrea. All voted Aye; motion carried.
RES. 2013-6919 OPPOSITION TO SB 301 AND AB 385 ROOM TAX	G.4.	Alderman Wilhelm moved to adopt Resolution No. 2013-6919, A RESOLUTION IN OPPOSITION TO SENATE BILL 301 AND ASSEMBLY BILL 385 MANDATING THE EXPENDITURE OF ROOM TAX REVENUES ESSENTIALLY FOR ONLY TOURISM PROMOTION AND DEVELOPMENT. Seconded by Alderman Dandrea. All voted Aye; motion carried.
RES. 2013-6920 AUTHORIZATION FOR DISBURSEMENTS	G.5.	Alderman Skowronski moved to adopt Resolution No. 2013-6920, A RESOLUTION GRANTING LIMITED, SPECIFIC AUTHORIZATION FOR DISBURSEMENTS IN ADVANCE OF REVIEW OF VOUCHER LISTINGS. Seconded by Alderman Dandrea. All voted Aye; motion carried.
SOFTWARE UPGRADE TO PAYROLL PROCESSING SYSTEM	G.6.	Alderman Skowronski moved to authorize the $5,000 purchase of an upgrade to the SQL version of the current Ceridian payroll processing software from Contingency appropriations of the Capital Outlay Fund, to authorize the Director of Administration to execute the attached "Service Quotation" for such acquisition, and to authorize release of the payment(s) related to the purchase. Seconded by Alderman Taylor. All voted Aye; motion carried.
PERSPECTIVE DESIGN INC. SERVICES FOR LIONS PAVILION	G.7.	Alderman Taylor moved to accept the proposal from Perspective Design, Inc. to complete architectural and engineering services for building upgrades and repairs to the Lions Pavilion at 8050 S. Legend Drive at a cost of $3,660. Seconded by Alderman Dandrea. All voted Aye; motion carried.
FRANKLIN SQUARE DEVLOPMENT (WOODLAND TRAILS)	G.8.	Alderman Taylor moved to release the escrow deposit for the Franklin Square (Woodland Trails) Condominium project as recommended by the Engineering Department. Seconded by Alderman Dandrea. All voted Aye; motion carried.

SACRED HEART AT MONASTERY LAKE DEVELOPMENT

G.9. Alderman Taylor moved to table until returned by staff to the Common Council meeting, the release of Letter of Credit No. 1556 from Tri-City National Bank dated December 15, 2009, for the development of the Sacred Heart Monastery Lake development project. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ORD. 2013-2119 PARKING ON W. DREXEL AVE. WEST OF S. 51ST ST.

G.10. Alderman Taylor moved to adopt Ordinance No. 2013-2119, AN ORDINANCE TO PROHIBIT PARKING FROM 7:30 A.M. TO 2:30 P.M. ON REGULAR SCHOOL DAYS, ON THE NORTH SIDE OF W. DREXEL AVENUE FROM S. 51ST STREET TO 150 FEET WEST. Seconded by Alderman Schmidt. All voted Aye; motion carried.
Alderman Wilhelm moved to send review of prohibited parking to the Complete Streets and Connectivity Committee with input from the Engineering Department. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2013-6921 AWARDING BID FOR S. 35TH ST. AND S. 36TH ST. SANITARY SEWER LINING PROJECT

G.11. Alderman Wilhelm moved to adopt Resolution No. 2013-6921, A RESOLUTION AWARDING BID TO THE LOWEST BIDDER FOR S. 35TH STREET AND S. 36TH STREET FROM W. MADISON BOULEVARD TO W. MARQUETTE AVENUE, W. MARQUETTE AVENUE FROM S. 35TH STREET TO S. 36TH STREET, AND THE EASEMENT BETWEEN S. 36TH STREET AND S. 37TH PLACE SOUTH OF W. MADISON BOULEVARD SANITARY SEWER LINING PROJECT with the cost of the main liner to be funded from the Sanitary Sewer budget and the cost of the private laterals to be funded by Milwaukee Metropolitan Sewerage District. Seconded by Alderman Taylor. All voted Aye; motion carried.

RES. 2013-6922 ENGINEERING SERVICES AGREEMENT WITH VISU-SEWER

G.12. Alderman Wilhelm moved to adopt Resolution No. 2013-6922, A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH VISU-SEWER FOR THE PRIVATE PROPERTY CLOSED CIRCUIT TELEVISING AND DYE WATER FLOODING OF LATERALS IN THE RAWSON HOMES SUBDIVISION SOUTH OF W. MADISION BOULEVARD INCLUDING THE LOTS ABUTTING THE FOLLOWING STREETS FOR S. 35TH STREET AND S. 36TH STREET FROM W. MADISON BOULEVARD TO W. MARQUETTE AVENUE, W. MARQUETTE AVENUE FROM S. 35TH STREET TO S. 36TH STREET, AND THE EASEMENT BETWEEN S. 36TH STREET AND S. 37TH PLACE SOUTH OF W. MADISON BOULEVARD with costs to be borne by Milwaukee Metropolitan Sewerage District as a reimbursement to the City. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2013-6923 INTERGOVERNMENTAL AGREEMENT WITH MMSD FOR PPII

G.13. Alderman Wilhelm moved to adopt Resolution 2013-6923, A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD) FOR THE PRIVATE PROPERTY INFILTRATION AND INFLOW (PPII) ELIMINATION IN THE RAWSON HOMES SUBDIVISION FOR S. 35TH STREET AND S. 36TH STREET FROM W. MADISON BOULEVARD TO W. MARQUETTE AVENUE, W MARQUETTE AVENUE FROM S. 35TH STREET TO S. 36TH STREET AND S. 37TH PLACE SOUTH OF W. MADISON BOULEVARD AND AUTHORIZE STAFF TO ACCEPT THE EXTENSION OF UNIT COSTS FOR THE PPII. Seconded by Alderman Taylor. All voted Aye; motion carried.

MISCELLANEOUS LICENSES

H.1. Alderman Taylor moved to grant the following licenses:
Operators' licenses to Valerie J. Thompson, 3349 S. 113 St., West Allis with warning letter from City Clerk; Alyssa M. Blackburn, 641 Alber Dr., Waterford; Jeremy T. Brinker, 4419 S. Greenridge Cir. #H, Greenfield; Jacob M. Bucko, 5917 Sugarbush Ln., Greendale and Andrew J. Kitzke, 3705 S. 69 St., Milwaukee;
Day Care license to Little Gems Academy, Dennis Vlach, Manager, 9758 S. Airways Ct.; and
Taxi Driver license to Saad J. Malik, 1333 W. Edgerton Ave. #3, Milwaukee; and
Temporary Class B Beer and Temporary Entertainment and Amusement licenses to St. Martin of Tours Church, Diane Winkowski as person in charge, 7963 S. 116 St., on November 2, 2013, for Elvis USA, A Tribute to Veterans; and
Hold an Operator's license application for appearance from Brett W. Bailey, 4636 S. Racine Ave., New Berlin and David M. Krosschell, 2537 S. Austin St., Milw. Seconded by Alderman Dandrea. All voted Aye; motion carried.

VOUCHERS AND PAYROLL

I.1. Alderman Dandrea moved to approve net general checking account City vouchers in the range of Nos. 148905 through 149094 dated October 15, 2013 in the amount of $1,367,747.54 dated October 15, 2013 and voucher No. 149095 for $140.00 to Wisconsin Department of Natural Resources. Seconded by Alderman Skowronski. On roll call, all voted Aye. Motion carried.

Alderman Skowronski moved to approve net payroll dated October 18, 2013 in the amount of $327,781.87 and payment of the various payroll deductions in the amount of $193,441.11 plus any City matching payments, where required. Seconded by Schmidt. On roll call, all voted Aye. Motion carried.

VOUCHERS AND PAYROLL-CONTINUED

Alderman Dandrea moved to approve the estimated net payroll dated November 1, 2013 for $335,900.00 and payment of the estimated various payroll deductions in the amount of $192,600.00 plus any City matching payments, where required. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

ADJOURNMENT J.

Alderman Dandrea moved to adjourn the meeting at 8:15 p.m. Seconded by Alderman Taylor. All voted Aye; motion carried.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		11/5/13
REPORTS & RECOMMENDATIONS	**Reconsideration of the approval of the minutes of the September 30, 2013, Committee of the Whole meeting to provide for a correction to item II.B. (Alderman Skowronski)**	ITEM NUMBER C.2.

In preparing the budget ordinance and materials for the 11/5/13 meeting it came to my attention of an oversight on the minutes of the September 30, 2013, Committee of Whole Meeting. Thos minutes were approved at the last Common Council meeting on October 15, 2013.

The Mayor's Recommended Budget is generally the only time that the Common Council makes motions in the Committee of the Whole. At the September 30 Committee of the Whole meeting meeting on the budget it is clear from the discussion that the intent of the motion was to make three changes to the Mayor's Recommended Budget. The motion was approved. Only two of the three changes were recorded onto the minutes as presented at the October 15 meeting. In reviewing the discussion on the motion, it is reasonable to hear how the one item was left off the motion as written on the minutes, but it is also easy to hear that the inclusion of the third item was the intent of the motion and expected to be part of the motion by those voting in the affirmative. The following text shows the motion as approved with the additional intended language in bold and italics.

> "Alderman Skowronski moved to tentatively approve the Mayor's recommended 2014 budget to incorporate the changes presented to the Capital Improvement Fund and including increasing the impact fee revenue for the North Cape Trail to the maximum allowable amount ***and including an increase of $950,000 to Contingency.***" Seconded by Alderman Schmidt. All voted Aye; motion carried.

Annually, the City has included in the budget an enhanced amount to the Contingency for the reasons discussed at the meeting. In the past, this step occurred at the end of the budget process. This time, however, discussion centered around including the number at the initial stage so that it was in the number reported with the public hearing notice. If you wish to review the meeting and confirm the intent of the motion, the audio of the meeting is available on the City's website. The motion is first mentioned at approximately the 1:40 mark of the meeting. At that time it is clearly indicated that the intent of the motion is to include an increase to the Contingency appropriation of $950,000. After a brief discussion, the motion is restated at the 1:43 mark with the $950,000 not mentioned; where upon Alderman Taylor immediately indicates "and the $950,000" with Alderman Dandrea adding "Contingency". Alderman Skowronski then indicates that what was stated reflect his motion.

To correct this oversight and ensure the minutes accurately reflect the motion, as all three adjustments were incorporated into the public hearing notice, the requested steps are necessary.

COUNCIL ACTION REQUESTED

1. "Motion to reconsider the approval of the minutes of the September 30, 2013, Committee of the Whole meeting"

If approved, the following motion is suggested

2. Motion to approve the minutes of the September 30, 2013, Committee of the Whole meeting with the correction to item II.B. to include "and including an increase of $950,000 to Contingency" as part of the motion.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		11/5/2013
REPORTS & RECOMMENDATIONS	A RESOLUTION DIRECTING STAFF TO INVESTIGATE AND PREPARE AN ORDINANCE EXEMPTING PUBLIC SCHOOL DISTRICTS FROM SUBJECTION TO CITY-IMPOSED IMPACT FEES AS SET FORTH IN SECTION 92-9 OF THE MUNICIPAL CODE	ITEM NUMBER G. 1.

Mayor Taylor requests the Common Council consider and approve the attached resolution as it applies to the above referenced subject matter.

COUNCIL ACTION REQUESTED

A Motion to Approve Resolution No. 2013-____ , "A Resolution Directing Staff to Investigate and Prepare an Ordinance Exempting Public School Districts from Subjection to City-Imposed Impact Fees as Set Forth in Section 92-9 of the Municipal Code".

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

RESOLUTION NO. 2013-____

A RESOLUTION DIRECTING STAFF TO INVESTIGATE AND PREPARE AN ORDINANCE EXEMPTING PUBLIC SCHOOL DISTRICTS FROM SUBJECTION TO CITY-IMPOSED IMPACT FEES AS SET FORTH IN SECTION 92-9 OF THE MUNICIPAL CODE

WHEREAS, the City of Franklin previously adopted Impact Fees related to park, playground, and other recreational facilities; fire protection and emergency medical facilities; law enforcement facilities; transportation facilities; and the Southwest Sanitary Sewer Service Area extension facilities that require developers to pay for the capital costs that are necessary to accommodate land development; and

WHEREAS, public school districts function similar to units of local government having the ability to levy property taxes and requiring the election of resident citizens to serve on the School Board and other units of government, specifically the United States, the State of Wisconsin, Milwaukee County, and the City of Franklin are exempted by local definition from paying such impact fees as may apply to institutional development; and

WHEREAS, any impact fee charged to a public school district would effectively be passed through to all of the property tax payers of the district thereby diluting the intended application of such fees upon developers, and, similarly, those land developers which cause growth and development of the public school district are already subject to impact fees through application of residential development impact fee rates; and

WHEREAS, a public school district may appeal the imposition or amount of imposition of an impact fee but failure to appeal or differences in the conclusions of such appeals could lead to inconsistent application of impact fees upon development by public school districts, which development should all be treated in a similar manner.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Franklin does hereby direct the Director of Administration, with the advice and direction of the City Attorney, to prepare an ordinance revision to Section 92-9 "Impact Fees" to provide for exemption of public school districts from application of impact fees applicable to institutional or non-residential development.

BE IT FURTHER RESOLVED that, unless otherwise restricted by law, such ordinance shall be retroactive to January 1, 2013, and shall provide that or allow for any such applicable impact fees collected since that date from or on behalf of a public school district be refunded.

Introduced at a regular meeting of the Common Council of the City of Franklin this 5th day of November, 2013 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 5th day of November, 2013.

APPROVED:

ATTEST:

_____
Thomas M. Taylor, Mayor

_____
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
SLW		11/05/2013
REPORTS & RECOMMENDATIONS	**Donation from the Historical Society of asphalt paving of the handicapped accessible pathways around the historical buildings in Lions Legend Park and authorization that a path lighting project in this same area be considered a project co-sponsored by the City of Franklin**	ITEM NUMBER G, 2.

(This item was tabled at the 10/15/2013 Council Meeting for further research and clarification by attaching a map to the Lease Agreement and returning this item to the November 5, 2013 Council Meeting.)

The Historical Society has continued to pursue enhancements to the area comprising the historical structures located in the Lions Legend Park. The attached map and documentation shows some enhancements they are pursuing at this time. Other issues shown on the site plan would be addressed by the Historical Society in the future. Two issues should be addressed at this time.

1) Pathway Paving: The bold-outlined paths are the handicapped accessible paths previously installed by the City with CDBG funding. The Historical Society indicates that for safety, ease of maintenance, and to protect the floors of their buildings, they desire to overlay the paths with asphalt. They have obtained bids and funding for the project. Since the pathways are City property from the prior project, the best way to allow for the Historical Society to pave these pathways is to have the City accept a donation of the installation of an asphalt overlay on these paths.

Engineering has reviewed their strategy and recommends that the DPW scrape and remove 1 inch of the stone material, which will be retained as it has some value. This will provide room for a 1.75 inch overlay that will generally fit within the side framing of the path and should not cause any landscaping or drop-off issues.

2) Path Lighting: The Historical Society wishes to have lighting installed along the pathways and near the structures at the locations shown on the site plan by the pink dots. The lighting will be a residential-type street light as shown on the attached document. It would be operated by a switch from inside a building and only turned on when an evening function occurs. As of the writing of this document, the Historical Society is in the process of confirming with Engineering and DPW that there are not any problems with the installation of the lights at these locations and the location of wiring as shown. Based on earlier discussion, no problems are anticipated; nonetheless, approval at this time should be contingent upon sign-off by the City Engineer. Power for the lighting will come from an upgrade to the electrical panel in the ~~Chapel~~ Town Hall which will then feed the lights and include an extension to provide electricity to the ~~Town Hall~~ Chapel for future installation of a heating unit.

Planning staff indicates that, unless otherwise directed by the Common Council, the lighting installation would be a minor site plan review requiring only an application and planning staff approval. As the lighting is on City property, staff requests authority to make this a City sponsored project along with the Historical Society. This action would eliminate application and permit fees charged to the Historical Society for this project on City-owned land. In this manner, the light fixtures would remain the property of the Historical Society, as are the ~~structures themselves, thereby making their future maintenance a Historical Society responsibility~~.

COUNCIL ACTION REQUESTED

Motion to accept the donation of asphalt paving for the handicapped accessible pathways in a manner acceptable to the City Engineer and to authorize that the path lighting project be considered a project co-sponsored by the City in relation to the minor site plan application and any required building permits.

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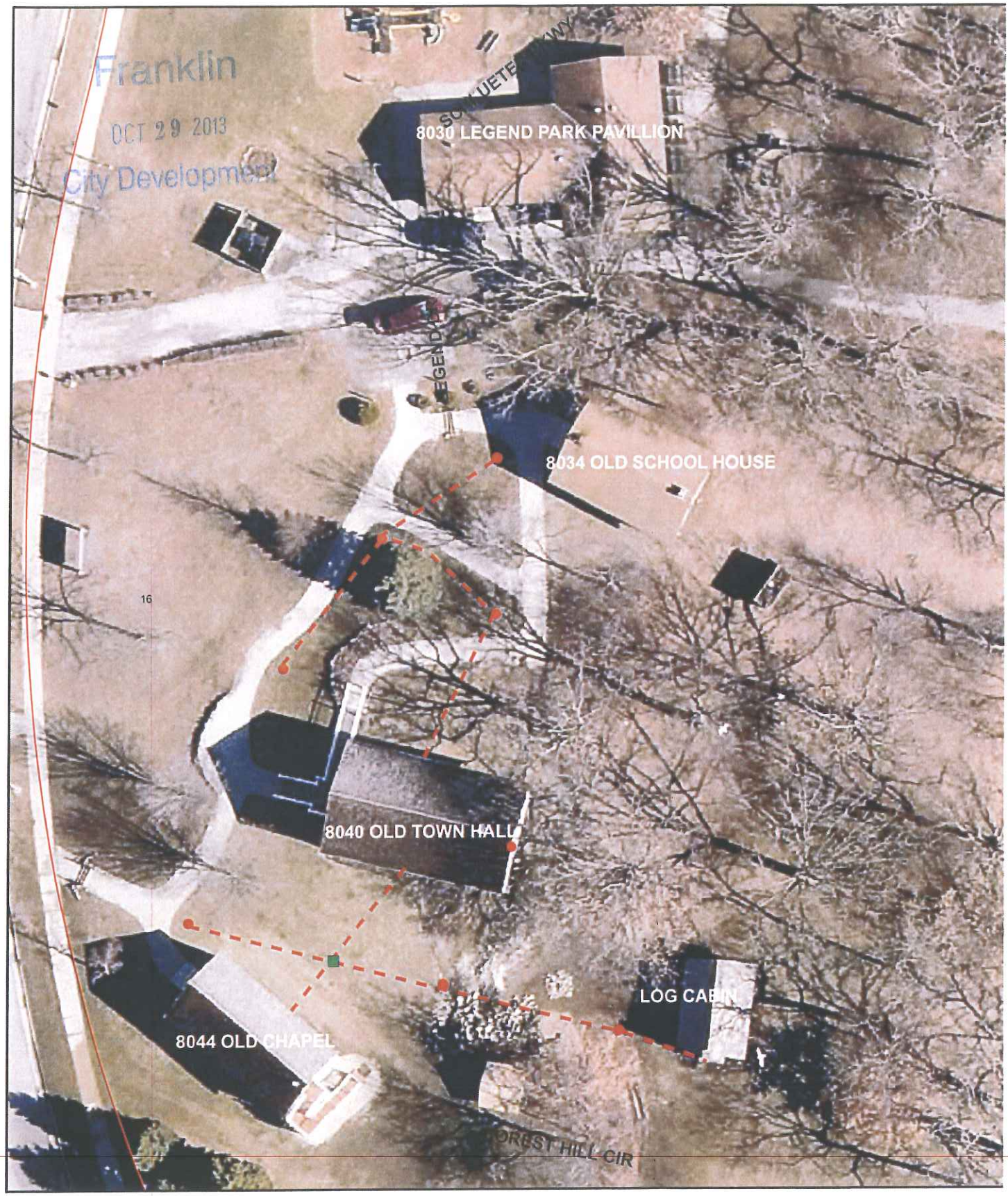


1) ALL WILL BE POWERED FROM TOWN HALL.
2) ONE LIGHT WILL BE MOUNTED DIRECTLY ON THE BACK ON THE OLD TOWN HALL TO ELIMINATE THE NEED FOR CONDUITS IN THE VICINITY OF THE OAK TREES.

City of Franklin
ENGINEERING DEPARTMENT
9229 W LOOMIS ROAD, FRANKLIN, WI 53132
PH: (414) 425-7510
WEBSITE: www.franklinwi.gov

LAND FOR LEASE AGREEMENT

DATE: 11/01/2013

N

1 inch equals 100 feet

MAP BY: RMA

DISCLAIMER:

This map does not represent a survey.No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by the City of Franklin or its employees.

The purpose of this description is to delineate a part of lands owned by the City of Franklin known as "Legend Park" that contain the buildings owned and maintained by the Franklin Historical Society and is intended to be used in conjunction with a Lease Agreement and shall not be used for any title transactions.

DESCRIPTION OF LAND FOR LEASE AGREEMENT

That part of the NW ¼ of the NW ¼ of Section 16, Township 5 North, Range 21 East in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the NW corner of the NW ¼ of Section 16;

Thence, S. 00° 27' 23" W. along the West line of the NW ¼ of Section16, 1323.69 feet to the NW corner of Parcel 1 of C.S. M. No. 4347;

Thence, N. 88° 32' 57" E. along the North line of said Parcel 1, 530.35 feet to a point on the East Right-of-Way line of Legend Drive; said point also being the NW corner of Lot 31 of Forest Hill Village (a recorded Subdivision) and the Point of Beginning of lands to be described;

Thence, continuing N. 88° 32' 57" E. along the North line of said Lot 31, 243.00 feet;

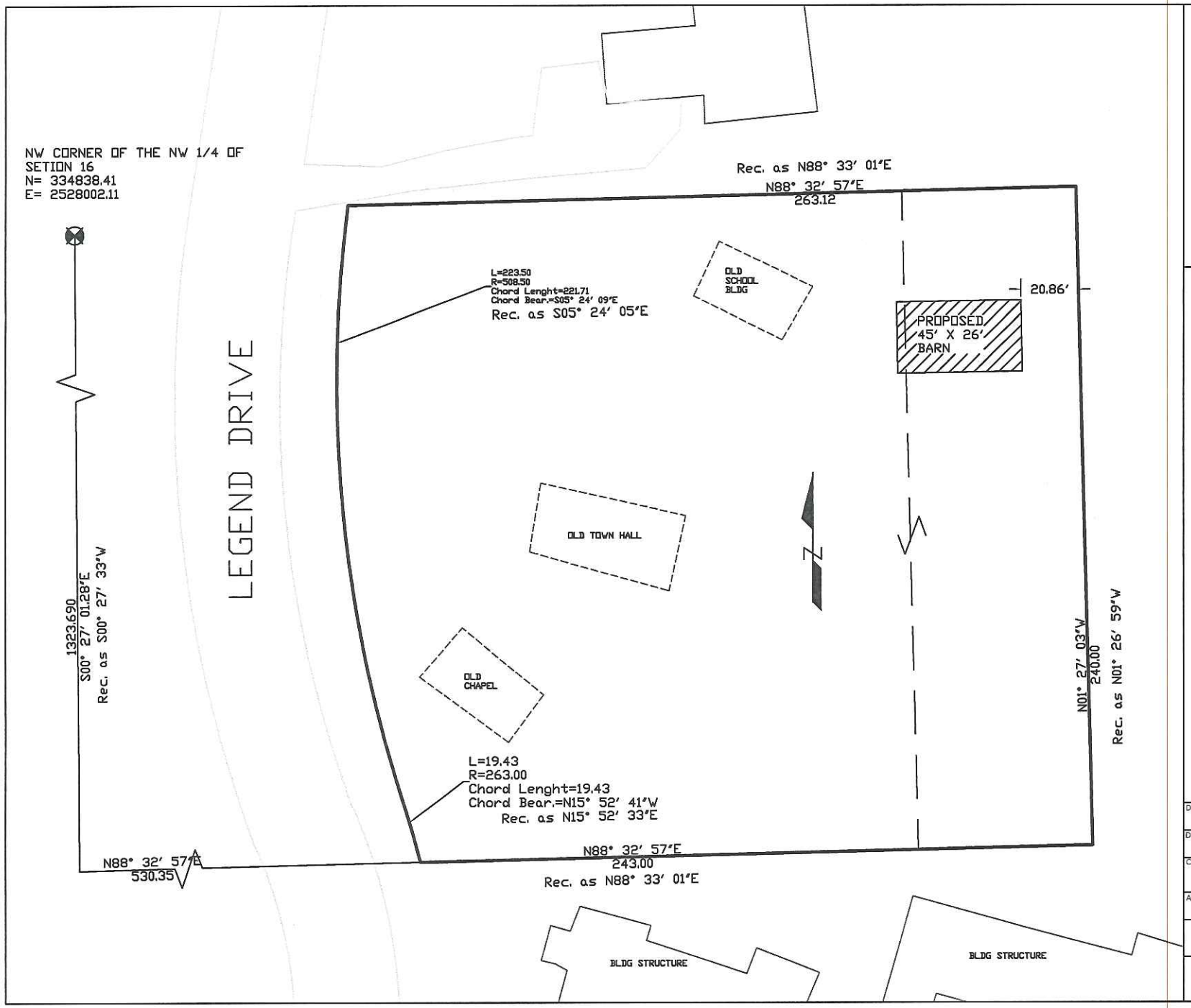
Thence, N. 01° 27' 03" W., 240.00 feet;

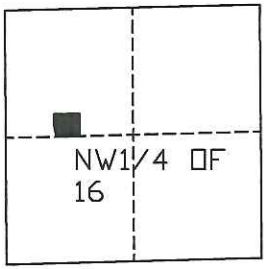
Thence, S. 88° 32' 57" W., 263.12 feet to a point on the easterly curved Right-of-Way of Legend Drive, a public street;

Thence, southerly 223.50 feet along the arc of said curve, whose center lies to the Southeast, whose radius is 508.50 feet, whose chord bears S. 05° 24' 09" E., 221.71 feet to a point of reverse curve on the easterly Right-of-Way line of said Legend Drive;

Thence, southerly 19.44 feet along the arc of said reverse curve, whose center lies to the Southwest, whose radius is 263.00 feet, and whose chord bears S. 15° 52' 41" E., 19.43 feet to the Place of Beginning. Above description contains 62935.8 square feet or 1.44 acres more or less. Said Certified Survey Map No. 4347 being a map duly recorded July 1, 1983 at the Register's Office of Milwaukee County on Reel 1543, Images 608 through 610 inclusive and as Document No. 5630552. Aforementioned Forest Hill Village being a Subdivision duly recorded October 4, 1979 at the Register's Office of Milwaukee County on Reel 1248, Image 519 through 520 inclusive and as Document No. 5354093.

EXHIBIT A

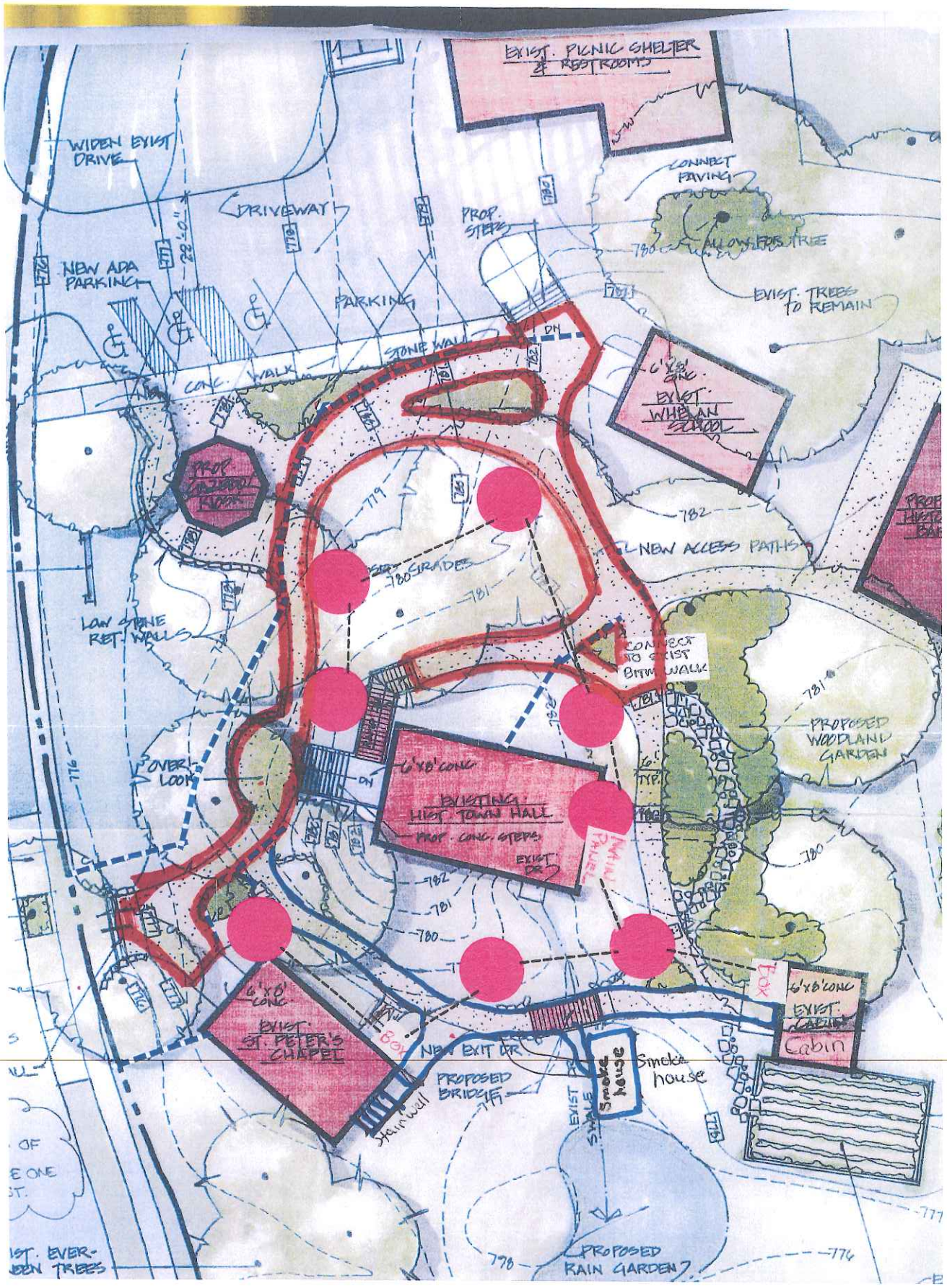




VICINITY MAP

LAND FOR LEASE AGREEMENT
DEPICTION OF LEGAL DESCRIPTION
EXHIBIT A

DATE:	NOVEMBER 01, 2013
DRAWN BY:	RMA
CHECKED BY:	
APPROVED BY:	JOHN M BENNETT, PE CITY ENGINEER
SCALE: 1" = 50'	


EXIST. PICNIC SHELTER & RESTROOMS
WIDEN EXIST DRIVE
DRIVEWAY
PROP. STEPS
CONNECT PAVING
ALLOW FOR TREE
EXIST. TREES TO REMAIN
NEW ADA PARKING
PARKING
STONE WALL
CONC. WALK
6'X8' CONC.
EXIST. WHELAN SCHOOL
NEW ACCESS PATHS
GRADES
LOW STONE RET. WALLS
CONNECT TO EXIST BITM WALK
PROPOSED WOODLAND GARDEN
OVER-LOOK
6'X8' CONC
EXISTING HIST. TOWN HALL
PROP. CONC. STEPS
EXIST DR
6'X8' CONC
EXIST. ST. PETER'S CHAPEL
NEW EXIT DR
PROPOSED BRIDGE
Stainwell
Smoke house
Smoke house
EXIST SWALE
6'X8' CONC
EXIST. CABIN
Cabin
PROPOSED RAIN GARDEN
EVER-
TREES

LEGEND

OCT. 10, 2013
Submitted by,
D. Schmidt &
J. Luckey

PHASE 1 - 2013

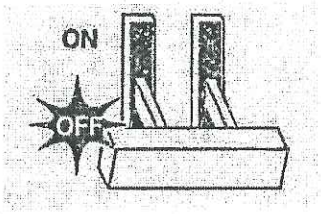
- HISTORICAL LAMPPOSTS
- RESURFACING OF EXISTING PATHS (ASPHALT)
- ------ POWER LINE TRENCHING
- [Box] POWER BOX

PHASE 2 - 2014

- NEW ASPHALT PATH
- WALKING BRIDGE OVER SWALE

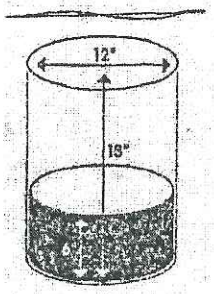
Patriot LIGHTING.

LAMP POST W/OUTLET KIT INSTALLATION Menards sku# 3563560



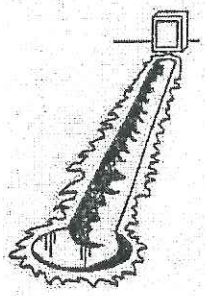
1

Turn off power supply to post.



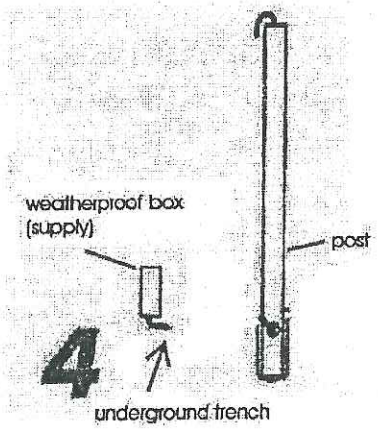
2

Dig a hole 12" diameter by 18" deep. Fill in 6" with gravel.



3

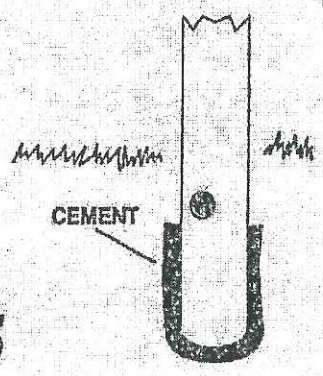
Dig a trench from power source to lamp post hole.



4

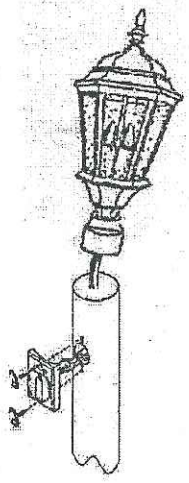
Make power connection through a weatherproof box and run line through trench to lamp post hole. Feed line from the inlet hole at post base to the top of the post.

Check with local authorities for specific electrical code requirements for your location.



5

Place post at the center of the hole then fill with concrete to just below the wire inlet hole at the post base.



6

Outlet kit installation
1.Connect black outlet wire to black power supply & post top wire.
Connect white outlet wire to white power supply & post top wire.
Connect green outlet wire to power supply & fixture ground.
2. Screw the outlet kit to the lamp post.

Post light installation
Wire supply lines to post light following manufacturer's instructions.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		November 5, 2013
REPORTS AND RECOMMENDATIONS	A Resolution in Support of 2013 Assembly Bill 441 as Introduced to Amend the Wisconsin Statutes to Further Provide for the Distribution by State Agencies of Information Relating to Persons Required to Register as a Sex Offender to the Public and Local Law Enforcement in the Interests of the Public Health, Safety and Welfare	ITEM NUMBER G.3.

Attached is a copy of 2013 Assembly Bill 441 and a draft of the above-entitled resolution.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution in Support of 2013 Assembly Bill 441 as Introduced to Amend the Wisconsin Statutes to Further Provide for the Distribution by State Agencies of Information Relating to Persons Required to Register as a Sex Offender to the Public and Local Law Enforcement in the Interests of the Public Health, Safety and Welfare.

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

[Draft 10-29-13]

RESOLUTION NO. 2013-____

A RESOLUTION IN SUPPORT OF 2013 ASSEMBLY BILL 441 AS INTRODUCED TO AMEND THE WISCONSIN STATUTES TO FURTHER PROVIDE FOR THE DISTRIBUTION BY STATE AGENCIES OF INFORMATION RELATING TO PERSONS REQUIRED TO REGISTER AS A SEX OFFENDER TO THE PUBLIC AND LOCAL LAW ENFORCEMENT IN THE INTERESTS OF THE PUBLIC HEALTH, SAFETY AND WELFARE

WHEREAS, the City of Franklin having been among the first of Wisconsin municipalities to have had to consider and study the governmental placement of sexually violent persons upon their release from a secured correctional or residential care facility confinement, in relation to the health, safety and welfare of those residing in and visiting its community, especially the children, and to address its resulting concerns to a convened panel of state and local governmental officials together with hundreds of interested citizens at a meeting at Wisconsin State Fair Park, and then also to the State of Wisconsin Department of Corrections and Department of Health Services; and

WHEREAS, the City of Franklin having been among the first of Wisconsin municipalities to adopt ordinances in the interests of the public health, safety and welfare to provide for sex offender residency restrictions, and thereafter having been the first local municipality required to respond to legal challenges thereto, with the Milwaukee County Circuit Court dismissing all claims against the ordinances and the ordinances thereby being upheld; and

WHEREAS, through most of the aforesaid times during the last decade and on call through current, the City of Franklin receives the further benefit upon such matters of its Franklin Community Safety Response Task Force, chaired by the Chief of Police; and

WHEREAS, an analysis of 2013 Assembly Bill 441 by the Legislative Reference Bureau provides as follows:

> "Under current law, a person must register with the Department of Corrections (DOC) as a sex offender if he or she has been convicted of certain sex offenses, found not guilty of certain sex offenses by reason of mental disease or defect, or adjudicated delinquent on the basis of certain sex offenses. DOC must provide the general public with Internet access to certain information on the registry, such as a registrant's name, physical description, address, and crime that subjects the registrant to the requirement to register. This bill requires the registry to include, and make available to the general public, any sex offense that was dismissed as part of a plea agreement if the court ordered the offender to register and all addresses at which a registrant will reside. In addition, the general public Internet site must indicate all addresses for each entry in the sex offender register, whether the entry is a registrant's name or an alias a

registrant uses. Under current law, when a registrant is released into the community from confinement or other care, DOC or the Department of Health Services (DHS), whichever agency has authority over the registrant, has the option to notify the police chief of the community, and the sheriff of the county, in which the registrant will be residing, employed, or attending school if the registrant has been convicted, or found not guilty by reason of mental defect or disease, of a sex offense only one time and must notify the police chief of the community, and the sheriff of the county, in which the registrant will be residing, employed, or attending school or through which the registrant will be traveling if the registrant has been, on two or more occasions, convicted, or found not guilty by reason of mental disease or defect, of a sex offense or if the registrant has been found to be a sexually violent person. The notification must include the registrant's residential address. This bill requires DOC or DHS, if the agency provided notice, to notify the same persons if the registrant moves."; and

WHEREAS, 2013 Assembly Bill 441 having been introduced in the Wisconsin Legislature on October 17, 2013, and referred to the Committee on Criminal Justice for review, consideration and recommendation to the Assembly; and the Common Council having reviewed such proposed legislation and having determined that such legislation is in the best interests of all, and especially, the children of the State of Wisconsin.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, by enactment and adoption of this Resolution, express their support for 2013 Assembly Bill 441, recognizing that it requires the provision of information regarding all addresses and more specific identity information and offense information relating to persons required to register as a sex offender to the Public and to the Franklin Chief of Police, and hereby urge the Wisconsin State Legislature to adopt Assembly Bill 441.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

APPROVED:

ATTEST:

_____
Thomas M. Taylor, Mayor

_____
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw MW		11/5/2013
REPORTS & RECOMMENDATIONS	Low Powered FM Radio Station Opportunities from the Federal Communications Commission (FCC)	ITEM NUMBER G.4.

The purpose of this Council Action Sheet is to make the Common Council aware of a rare opportunity to consider establishing a City of Franklin FM radio station just serving the local area. The Federal Communications Commission (FCC) created the Low Power FM (LPFM) radio service in 2000 for noncommercial educational broadcasting only. It operates with an effective radiated power of 100 watts or less providing an approximate service range of 3.5 miles but, according to a vendor, can cover as much as a 10-mile radius. LPFM stations are available to noncommercial educational entities and public safety and transportation organizations, but are not available to individuals or for commercial operations. The City's Public Safety role would qualify it to apply for a license. There appear to be 29 such licenses currently issued in Wisconsin with none being in Milwaukee.

Applications for LPFM stations may only be filed during specified filing periods announced by the FCC. The filing period is only open for about a month. The last filing window was in 2001. The current window was scheduled to close in October, but has been extended to November 14 due to the federal government partial shutdown. The next window or opportunity may be another decade away; therefore, in the event that you believe there is a potential application within Franklin, the time to act is now. Most of the information provided herein, except pricing, comes from the FCC's website on this topic at fcc.gov/lpfm.

Applications must be filed electronically on FCC Form 318 (no paper applications will be accepted). The FCC indicates that "Many applicants retain legal and engineering counsel to help them prepare an acceptable application." We were made aware of this opportunity by a consultant, FM Expansion Group, who works on such networks across the country. If approved for application at this meeting the consultant can prepare the application and meet the deadline.

The most common type of usage for such a station with which you may be familiar is a small college campus radio station. As a public safety agency, the City could qualify for a license, but once we had a license a different, broader set of rules apply to what can be played over the station. Naturally, public safety notices, such as Amber Alerts, traffic warnings, and public service announcements (PSAs) could be played. The City can also transmit Common Council meetings or promote special community events. The wavelength can be shared with a school district and high school football games could be transmitted. A broad range from public safety, tourism and events, traffic and road closures, weather, government services and meetings, and traditional PSAs can all be broadcast.

A license application is $400 with about an $800 cost to prepare the application. If granted a license, equipment and installation runs between $15,000 and $20,000, with the primary costs being a transmitter and an antenna. The City owns locations where an antenna could be installed, but there may be a few thousand dollars of additional costs to ensure the structural integrity of an antenna placement. Costs for operation are relatively low depending upon the nature of the programming. For example, simply running a pre-recorded PSA or messages only takes loading an MP3 file onto the memory of the transmitter. A device that would enable transmission of meetings or a football game is approximately $1,500. Naturally, programming costs can increase if you establish regular talk shows or engage in special program development.

It is worth noting that sponsorship of programming is allowed; therefore, a station can generate revenue to fund its operations. "Commercials", however, are not allowed. The FCC provides definitions as to what constitutes a commercial versus sponsorship, but in very simple terms, sponsorship ads cannot mention prices or sales. A sponsorship ad is something to the effect of the following: "Today's programming brought to you by ABC Insurance, proudly serving the City of Franklin from its XYZ street location since 1995."

Although I recognize that this topic has not been on anybody's agenda, given that the opportunity comes around very infrequently, I believed I should bring it to your attention. If granted a license, the City would have 3 years to construct the station, at which point the license would expire if not acted upon. Effectively, for around $1,500 the City could apply for the station and attempt to secure the rights and options for it for the 3-year period while the specific need, potential uses, and programming targets are established. Funding for the application could be taken from available appropriations in the Information Services budget.

COUNCIL ACTION REQUESTED

Option 1: Motion to receive and file the information on low powered FM radio licenses.

Option 2: Direct the Director of Administration to submit an application for a LPFM station authorizing funding and release of checks up to a total of $1,500 from the Information Systems budget for application fees and necessary consulting and technical services.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
SLW MWW		11/5/2013
REPORTS & RECOMMENDATIONS	**Tentative Agreement Between the City of Franklin and the Franklin Professional Police Officers Association for a 2013-2015 Successor Labor Agreement**	ITEM NUMBER G.5.

City staff responsible for labor negotiations and the Franklin Professional Police Officers Association, associated with the Wisconsin Professional Police Association Law Enforcement Employee Relations Division, have reached a Tentative Agreement (TA) for a 2013-2015 labor agreement. The Union's membership recently ratified the agreement and it can be made effective after approval by the Common Council.

Overall, and most importantly, the financial aspects of the Tentative Agreement are consistent with the expectations of the 2013 budget and the 2014 Recommended Budget. As such, approval of the TA will not require any substantive modification to the budget under consideration. As a whole, the document covers a period retroactive to the beginning of 2013, but some of the individual provisions have differing implementation dates. Following is a brief summary of the changes from the prior contract that are included in the TA.

1) Wages and WRS Employee Contribution (Pages 1, 3, & 4): These items are reflected in detail on page 4 of the TA. The wage increase pattern is 3% effective upon ratification by both parties, 3% beginning 2014 and 2% beginning 2015. As an offset to the wage increases, the union members will begin to participate in the employee portion of the WRS contribution. Coincident with the 2013 3% raise, the employees will begin to contribute 3% toward their pension. As such, the covered employees will not experience a net wage increase for 2013. Similarly, for 2014, the 3% wage increase will be immediately offset by a further contribution to WRS equivalent to the remaining portion of the employee share, which will be an additional 4.0% of wages. This settlement clearly constitutes a compromise. Compared to most non-represented City employees who began contributing 4.2% toward their pension two years ago and pay 5% this year, which deduction has only been offset by two 1% raises each of the last two years, it is a very good deal. It is a very comparable deal to the Fire Fighters, who received a 2%, 3%, 3% over the same period with the same WRS contribution rate. The 1% difference between the first year of each agreement is offset by the late implementation date during 2013 for this TA.

It is worth noting that had either party attempted to gain a more significant advantage through arbitration that party would very likely have lost the arbitration. The attached analysis of arbitrated settlements that occurred from the adoption of Act 10 until around June of this year shows that a two-year roll-in of WRS with offsetting wage increases is not inconsistent with the winners of the arbitrations. In these arbitrations, the party that attempted to deviate the most from such a similar, overall pattern consistently lost the arbitration. Analysis of this nature is typically saved for the arbitration stage itself, but in an effort to avoid the full arbitration process, I prepared this detailed work during the negotiation stage. This settlement package is also consistent with the net position of other area police and fire settlements.

The first page of the TA also identifies a new Section 6.03 to the agreement which will give the Chief appropriate authority, with the oversight of the Mayor, to hire new officers at wages above the starting wage or to offer additional credit toward vacation allowances. This provision is targeted at enabling Franklin to hire the best candidates, particularly those that may already be coming to the City with experience.

The offsetting WRS contributions in the first two years significantly limit the net fiscal impact of the agreement. Nonetheless, it is worth understanding the overall magnitude of the annual total wages for the members of this unit. The budgeted wages for the WPPA members for 2013 is $2,917,527. The agreement will have its largest impact on the City's budget in 2015 when the wage increase will be approximately $62,000, with an additional wage-related benefit increase of approximately $22,000.

2) Change in the work schedule of Detectives (Hours of Work, P. 1, 6-7): This item is noted on page 1 of the TA, but pages 6 and 7 set forth much of the details of implementing the agreed upon change in hours. Franklin's Detectives have historically worked a schedule as follows: 5 days on, 2 days off, 5 days on, and 3 days off, etc. Many area departments commonly find that a detective schedule matching a normal Monday to Friday workweek is most effective. This was a complex issue that both parties were interested in addressing. The Police Chief recommends this schedule. The details were worked out in a manner that provides the Chief with the necessary flexibility to address hours of work during the Monday through Friday period, while addressing ensuring on-call coverage as needed. There will be some net added costs to this proposal (largely stemming from incentivizing the on-call status), but it was an advisable component of making the overall strategy effective. Note that the text on pages 6-7 lays out the concept in detail, but, as noted at the top of page 6, the actual contract language to fully set forth the proposal will be developed during the process of incorporating the TA into the agreement itself (it will not require separate approval).

3) Compensatory Time (P. 1): The TA increases the allowable compensation time accrual to 150 hours. More comp time saves OT payouts but can create management challenges. In the context of the total package, it is a fair consideration.

4) Vacation (P. 2): The vacation schedule was adjusted to not require the cashing in of 5 sick days to earn the added week of vacation between the 18 years and 22 years of service. This is more internally consistent with the Fire Fighters. On the flip side, the variation in the 130-day sick leave balance requirement was restricted to the prior 5 or 10-year period which is very helpful for reasonable administration and control.

5) Holidays (P. 2): The number of Personal Days for a new employee during their first year will be prorated based upon the date of hire. Previously, 4 days were awarded for the remainder of the calendar year whether the employee was hired January 2nd or December 2nd. Proration makes sense. This will be applied to all new employees going forward.

6) Sick Leave (P.2): Sick leave credits will not continue to accrue if an employee has a non-duty related illness or injury lasting more than 3 months. Continuing to earn new sick leave while on sick leave seemed illogical so a compromise was reached as to an accrual suspension date in such instances.

7) Clothing Allowance (P.2): An increase in the clothing allowance of $50 for each of the first two years is part of the total economic package. The Union pursued an increase in this as their clothing allowance lags behind that of the Fire Fighters. The compromise provides for a significant increase over the term of the agreement, but they do remain behind Fire Fighters in this regard. As part of a total settlement offer, the increase is a reasonable consideration.

8) Health Insurance (P. 2-3): Act 32 caused the elimination of much of the health insurance related language as all aspects of health insurance except employee premium share are now illegal subjects of bargaining. As to employee contributions, the increases identified are very consistent with those established for other employees. The goal was to have the members of this unit paying generally the same employee share as other employees so that they could be treated similarly in the way of health care plan design. With the wage and WRS provisions we have worked out, I do not see a need to provide a different health plan design to these employees. As the increase in premium share for 2013 is retroactive to January 1 (and as there are no retroactive wage earnings), page 4 identifies a repayment schedule extending through the end of 2014 for the amount employees owe (approximately $600 for a family-plan participant).

9) Seniority - Residency Requirement (P. 3): The prior agreement restricted residency to Milwaukee County or a 12-mile radius. State law recently prohibited a requirement less than a 15-mile radius. The attached map extends just beyond the 15-mile radius, but is centered on specific roadways so that it will be easy to administer. (Our GIS system was very helpful.) The map should ensure a 35 to 40 minute maximum response time.

10) The side letter of agreement (P. 5) establishes a trial period for the term of this contract for an ability to mutually agree to the flexing of hours during a work day for individual officers. This can be an alternative to overtime and can add some administrative flexibility in addressing work assignments, court assignments, special assignments, etc. As the flexing of hours is done by mutual agreement, it can be mutually beneficial. Note that it does not affect our current ability to mandate or order in coverage where required, and, as such, it is not a limitation to our management rights.

Conclusion: Overall this Tentative Agreement is the result of a tremendous amount of negotiation and is truly representative of a compromise. Although neither party likely got what they really wanted, one need only look at the arbitration settlements from across the state to see that this agreement is a reasonable, down-the-middle compromise. I firmly believe that if either side pushed for more and pushed it to arbitration, the party proposing the package presented here, in this TA, would prevail in the arbitration. As such, I can confidently recommend its approval.

It is a testament to both sides that we were able to keep the lines of communication open and, through much effort and cooperation, mutually reached a decision that best represents local patterns and statewide trends. At the same time, we were able to address a number of other issues that help clean up the administration of certain areas or adds flexibility to the operations.

Please note that staff wishes to acknowledge the professionalism and spirit of cooperation that the Union's negotiating committee exhibited during the labor negotiation process. As discussed above, numerous difficult issues were addressed in this contract proposal. Such an accomplishment could not have been reached without fair and open communication and a willingness to consider new possibilities. The positive results incorporated into the Tentative Agreement are a testament to the Union's professionalism and exemplifies their ability to balance their mutual concern for their members and for the City of Franklin as a whole.

COUNCIL ACTION REQUESTED

A motion to approve the Tentative Agreements Between the City of Franklin and the Franklin Professional Police Officers Association for a 2013-2015 successor labor agreement and authorize the Mayor, Director of Clerk Services, and Director of Administration to execute a labor agreement incorporating the provisions of the attached Tentative Agreement.

Tentative Agreements

Between

City of Franklin
and the
Franklin Professional Police Officers Association
WPPA/LEER - Local #280

As of October 1, 2013

It is understood by both parties these tentative agreements are agreed to in conjunction with a voluntary settlement.

Article VI - Wages:

Wages: Listed at the end of this document

Add Section 6.03: Appointments of new hires as a Patrol Officer shall normally be made at the established minimum ("Start") rate of pay. The initial appointment of a new hire above the established starting rate of pay may be made by the City if it decides to hire a new employee with multiple years of experience. Any such appointment must be at an established annual step level as shown in Section 6.01. If hired at the "6 Months" step the employee would move to the "1 Year" step after six calendar months, to the "2 Years" step after and additional 12 calendar months (18 months total), and to each successive step after completing each successive year. If the employee is hired at the 1, 2, 3 or 4 Year steps, the employee would move to the next successive step after each completed calendar year, meaning there would be no 6-month steps during the first year of employment. The Chief shall have the discretion (subject to the oversight of the Mayor as required by law) of offering additional vacation also. This provision does not alter the probation requirements, the seniority level of the new hire, or any other years of service related benefit.

Article VII – Hours of Work:

Move Detectives to a 5-2 schedule, Monday through Friday, in accordance with the attached outline.

Article VIII - Overtime:

Overtime:

D. Compensatory Time: In lieu of pay, officers may accumulate compensatory time off to a maximum balance of one hundred fifty (150) hours. Overtime will be in pay if the employee's balance is one hundred fifty (150) hours.

Article X - Vacations:

Section 10.01(d): Twenty five (25) working days of vacation with full pay after completion of eighteen (18) years of employment, provided the employee has accumulated at least one hundred thirty (130) days of sick leave in the year the vacation is taken.
In the event that, within the last five (5) years of the year in which the vacation is to be taken, the employee has suffered a major illness or a series of illnesses wherein the employee has used twenty (20) successive days of sick leave and would have been eligible for the vacation set forth above, had not such illness occurred, then those days taken for major sick leaves shall be counted to arrive at the one hundred thirty (130) day sick leave accumulation required. Within the last 10 years of the year in which the vacation is to be taken, if the employee can produce sufficient evidence of the loss of sick time listed above, the days will be counted to arrive at the one-hundred thirty (130) days. The accumulation requirement for Kevin Mulikin and Dan Heder shall be 110 days and 102 days, respectively, as opposed to 130 days.

Article IX - Holidays:

Amend 9.03 for new hires who if hired prior to March 1st, they shall receive four (4) personal holidays. If they are hired prior to June 1st, they shall receive three (3) personal holidays. If they are hired prior to September 1st they shall receive two (2) personal holidays. If hired on or after September 1st, they shall receive one (1) personal holiday.

Article XII – Sick Leave:

After 3 months on a non-duty related injury or illness, sick leave accumulation will be suspended until the employee returns to work, either on full-duty or modified duty.

Article XIV – Clothing Allowance:

Section 14.01: Each member covered by this Agreement shall receive four hundred fifty dollars ($450.00) in 2013 uniform allowance, which shall be paid in two (2) equal installments on May 1st and November 1st of each year by check, except an employee who has been off work due to an on-duty or off-duty injury or illness for 61 calendar days preceding either date shall not be entitled to the clothing allowance for that date; however, upon return to work they shall receive the last two clothing allowance payments missed, if any. This amount will increase to five hundred dollars ($500.00) effective January 1, 2014.

Article XV – Health Insurance:

Remove language to comply with Acts 10/32 including but not limited to Appendix 'A" and Appendix 'B," as well as all three Letters of Understanding.

~~The parties acknowledge that by operation of Wisconsin Statutes Section 111.70 (4) (mc)(6) the~~ design and selection of the health care coverage plan is a prohibited subject of bargaining. In the event that this statutory language is amended, repealed, interpreted or otherwise declared invalid such that the issues addressed in Article XV - Health Insurance or Appendix "A" and "B" to the 2011-12 contract, in whole or in part, are no longer considered prohibited subjects of bargaining,

the parties agree to open the contract and discuss mutually agreeable language relative to health care coverage and plan issues that become mandatory subjects of bargaining based upon said declaration.

Eliminate Section 15.01 and replace it with the following:

> "Section 1. Employee Share of Monthly Health Insurance Premium (Premium Co-Pay). Effective January 1, 2013, employees shall pay, via payroll deduction, a portion of the monthly Health Insurance Premium in accordance with the table below. If an employee or their spouse fails to complete the HRA within the period provided, the employee will be charged the "Without HRA Participation" premium share effective the subsequent January 1st."

	2013	2014	2015
With HRA Participation:			
Single	$92.00	12.5% (Cap $102.50)	13.0% (Cap $112.50)
Family	$205.00	12.5% (Cap $220.00)	13.0% (Cap $235.00)
Without HRA Participation:			
Single	$109.90	20% (Cap $119.90)	20% (Cap $129.90)
Family	$245.00	20% (Cap $260.00)	20% (Cap $275.00)

Article XVII – Wisconsin Retirement Fund:

New Language: Effective January 1, 2013, those employees hired on or after July 1, 2011 will pay a percentage of each payment of earnings equal to the full amount of the employee's share of the WRS payment as approved by the Department of Employee Trust Funds from time to time, consistent with the amount paid by General Employees.

Effective on the first full pay period following ratification by both parties, employees hired prior to July 1, 2011 shall pay that portion of the employee's contribution which shall be three percent (3.0%) of the employee's wages, by payroll deduction. Effective on the first full pay period following January 1, 2014, employees will pay a percentage of each payment of earnings equal to the full amount of the employee's share of the WRS payment as approved by the Department of Employee Trust Funds from time to time, consistent with General Employees.

Contribution rates listed at the end of this document.

Article XXII - Seniority

~~Replace the current Section 22.08 with the following:~~

> Section 22.08 – Residency: Employees now covered by a residency requirement shall reside within an area as identified on the map in Attachment "B" (which

extends no less than 15 miles from the City limits in each direction, as required by law). Employees now grandfathered shall remain so.

Article XXIX - Duration and Negotiations

Amend to reflect agreed upon term of the contract. (3 Years)

Add "except as otherwise provided for by law." at the end of Section 29.01.

Wages, WRS and Health Insurance:

Wages:	**2013**	**2014**	**2015**
	3.00%	**3.00%**	**2.00%**

(For 2013, wage increase commences on the pay period following ratification by both parties or June 30th whichever is later. Subsequent wage increases would be effective on the start of the pay period closest to, but on or after, January 1st of the year listed.)

WRS:	**2013**	**2014**	**2015**
	3.00%	Full Employee Share	

(For 2013, WRS contribution commences on the pay period following ratification by both parties or June 30th whichever is later. For 2014 and subsequent years, the change to the WRS contribution commences with the pay period and applies to the paycheck covering the pay period beginning closest to, but on or after, January 1st of that year. The intent of the language is such that the application of the change in WRS contribution rates occurs in the same paycheck as the application of the listed wage increase.) [Note: For a year where the ETF reduces the applicable statutory Employee Share, the City will apply the new rate to the first check issued in that calendar year as well, if so required by the statute.]

Health Insurance:

Due to Health insurance premium contribution increases becoming effective January 1, 2013, the employees will owe the City for the difference between the current premium share payment and the increased premium share, approximately $60 per month. The City offered and the Association accepted a repayment schedule equally divided to each pay period paid out through 2014 for total amount owed. Upon ratification by both parties, this amount will be calculated, divided by the number of pay periods to be paid out prior to the end of 2014 and deducted from the employee's checks.

Side Letter of Agreement

In an attempt to meet the needs of the Department regarding working outside of the normal duty hours for employees, the Association and Administration agree to the below listed language on a one time trial period commencing upon ratification of the agreement by both parties and expiring on December 31, 2015. At that time this side letter will sunset and there is no dynamic status quo attached to it.

During October of 2015, the Association and Administration shall meet and discuss this side letter and decide if the parties agree to continue the language. Should one party not agree, the sunset provision listed above will be enforced. If both parties agree, the language shall be incorporated into the successor agreement.

Any flexing (which by definition does not include periods ordered into duty) for a patrol officer of normal duty hours shall be on a mutually agreed upon basis between the employee and Chief or his/her designee. The flexing of normal duty hours includes the following: changing shifts or changing the starting and ending times of shift.

Housekeeping: [

1. Juvenile Officer and Corporal – Eliminate all references to these positions throughout the agreement.
2. Correction of any typographical errors including but not limited to:
   A. Correcting "Section 1" to read "Section 2.01" at the end of Section 29.02
   B. Modify dates as needed in 29.04

Tentative Agreement: Detective 5:2 Schedule

The following tentative agreement establishes a concept plan and mechanism for moving Detectives to an 8-hour per day, 5-2 schedule beginning January 1, 2014. Following ratification by both parties, the City and Union will confer upon the language necessary to incorporate the plan into the labor contract and/or into departmental policy, as appropriate. This step should also eliminate any conflict that may exist between existing contract language and the intent of the Detectives proposal set forth below.

1. **Working Hours**: Detectives will be scheduled to work Monday through Friday, with weekends and the 11 contractual paid holidays off. Regular working hour shifts will be staggered to ensure there is coverage in the Detective Bureau from 0700 hours until 1800 hours (M-F), in accordance with a departmental policy as established and maintained by the Chief of Police.

2. **"On Call" Status**: There will be a Detective assigned to an "on call" status from the close of the Detective Bureau business hours on the Monday of an assigned "On Call" duty week until the following start of business hours on the successive Monday. (This language addresses the end of the business day for the Detective Bureau on the first Monday of an "On Call" Duty Week and ends in the successive week when the first Detective reports in for work.)
    a. Rotation: This "on call" status will rotate for each Detective (based upon staffing levels as instructed by the Chief of Police) in accordance with a departmental policy as established and maintained by the Chief of Police.
        i. Detectives will submit a signed, "on call" schedule form for the upcoming year to the Chief of Police within two weeks of completion of the vacation selection process each year. (Failure to do so will give the Chief of Police or his designee authority to make such assignments.)
        ii. It is the responsibility of each Detective to find a replacement or trade for any conflict to this schedule once it is finalized.
        iii. In the event that an "on call" coverage needs to be assigned based upon an unscheduled or unplanned absence, or unavailability of the designated Detective, the Chief may order a mandatory "on call" duty assignment, except that such assignment will not coincide with a scheduled vacation day.
        iv. The "on call" policy will set forth the initial point of contact for all incidents occurring after normal working hours, and who has the authority to make the decision as to whether or not the "on call" Detective will be called to respond to an incident.
        v. Establishment of an "on call" Detective does not alter the fact that any Detective is subject to call in and does not require that the Department call in the "on call" Detective first.
    b. Compensation: Each Detective will work approximately 10.4 weeks of "on call" duty status per year (52 weeks/year ÷ 5 Detectives). Each Detective will be compensated for 2 hours of pay for each of the 10.4 weeks they are expected to work each year. "On call" pay will only be issued in complete week blocks and can only be taken as pay. *To* avoid any potential conflict or shortchanging for "On Call" status, Detectives will submit an overtime card for 2 straight time hours of pay after the completion of their assigned "On Call" work week. They will be compensated for their work on the following paycheck, in accordance with regular payroll procedures. In the event of special circumstances that result in more than one individual serving as the "on call" Detective during a given week,

the individual "on call" for the greatest portion of that week will receive the "on call" pay for that period. [Note: This provision does not create a requirement upon the City to maintain a minimum of 5 Detectives].

c.

3. **Leave Balances**: All leave balances earned after the ratification, and upon the implementation of this schedule (target start date of 01/01/14), will be earned at a rate based upon an 8 hour day (Vacation and Sick Leave). Leave balances **will not** be converted.

4. **Shift Minimums**: Normally, there will be a minimum of two Detectives assigned to work on any non-holiday workday, except as otherwise authorized at the discretion of the Chief of Police or his designee. The Chief of Police or his designee has the final say as to "minimum staffing" because staffing is an issue of management rights.

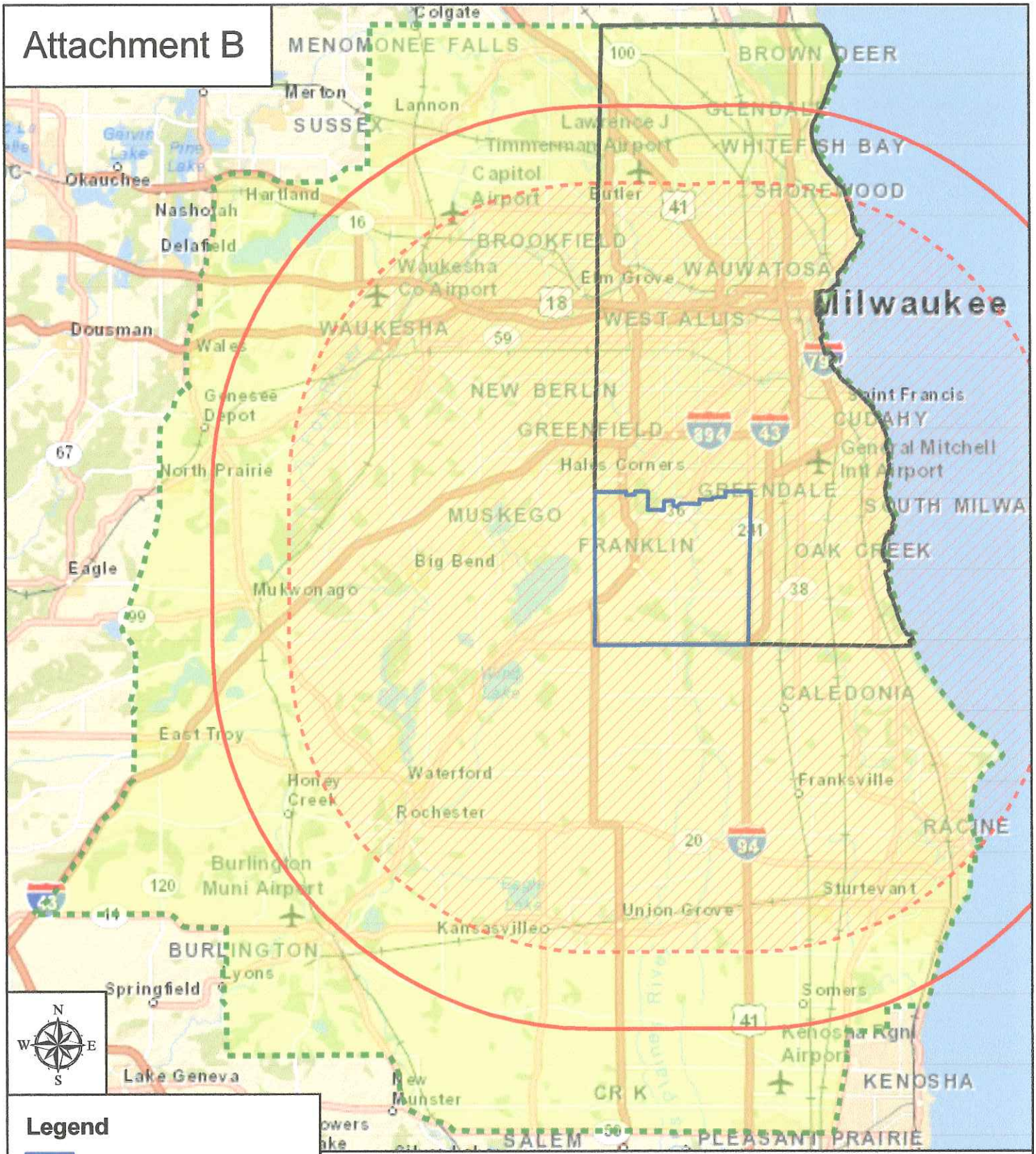
5. ***Holidays***: All Detectives will have the 11 contractual paid holidays off (New Year's Day, Washington's Birthday, Friday before Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, and Day before New Year's Day).
    a. If the Holiday falls on a weekend, the Detective may schedule the holiday off anytime within that particular pay period, with all such selections requiring approval by the Chief or his designee. (If unforeseen staffing issues prevent the scheduling of the holiday within the specific pay period, the holiday may be moved beyond that pay period with the permission of the Chief of Police or his designee).

6. **Flexible Scheduling**: Language will be developed in a departmental policy that will allow a Detective to flex a daily schedule or work week in advance by mutual agreement. As such, the contract will reflect an 8.00 hour day with overtime thereafter.

SIDE LETTER OF UNDERSTANDING

The Union acknowledges that the City, in relation to Detectives moving to an 8-hour per day, 5-2 schedule, has consented to not convert the existing leave balances of Detectives to an 8-hour-per-day basis and has done so as part of a quid pro quo for other items reached in compromise as part of the contract settlement. To that end, the City's consent to accept this conclusion shall not be used as evidence against the City that failure to convert or recalculate existing leave balances was the appropriate or fair action in and of itself.

Attachment B



Legend

- Franklin Boundary
- 12 Mile Buffer
- 15 Mile Boundary
- Milwaukee County Boundary
- Union Boundary

Description of Boundary: west from the northern intersection of Milwaukee County with Lake Michigan to Hillside Rd, south to Goodhope Rd, west to Hwy 164, south to Lisbon Rd, west to Lynndale Rd, continue west to CTH KE, south to Hwy 16, west to Hwy 83, south to CTH E/Townline Rd, south to I-43, south to Hwy 11, east to Lyons Rd (North Rd), south to Hwy 36, east to Mills St./South Rd, south to Steele Rd, east along Steele Road extend through to CTH JB, east to Hwy 83, south to Hwy 50, east to Hwy 31, north to 18th St., east to 30th Ave, north to 12th St., east along 12th St. extended to Lake Michigan. The boundary follows the center line of the roadway.

BDF - 10/3/13
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Summary and Broad Analysis of All Interest Arbitrations Since Act 32 Was Adopted.

(For Post-Act 32 contract periods)

Note: Data Excludes Milwaukee County (Airport Fire Department) as contract was for a period that predates Act 32

CASES WHERE BOTH WAGES AND WRS CONTRIBUTION WERE AT ISSUE:

Organization	River Hills Village	Onconto County	Lacrosse County	River Hills Union	Rome Town	Mequon City	Sauk County	Greendale Village	Greendale Union 2 yr	Mequon Union 2 yr	Lacrosse County Union	Onconto County Union	Sauk County Union 2 yr	Mequon Union 3 yr	Greendale Union 3 yr	Sauk County Union 3yr	Rome Union
Total Lift	0.00%	0.00%	2.00%	4.00%	6.00%	6.00%	4.00%	1.00%	1.00%	5.50%	2.00%	2.00%	6.00%	8.00%	5.00%	10.00%	4.00%
WRS Contribution	6.65%	5.80%	6.65%	6.65%	6.50%	6.65%	4.00%	0.00%	0.00%	4.00%	0.00%	0.00%	4.00%	5.90%	2.00%	6.00%	0.00%
Net	-6.65%	-5.80%	-4.65%	-2.65%	-0.50%	-0.65%	0.00%	1.00%	1.00%	1.50%	2.00%	2.00%	2.00%	2.10%	3.00%	4.00%	4.00%
RESULT	Lose	Lose	Lose	Win	Lose	Win	Win	Win	Lose	Lose	Win	Win	Lose	Lose	Lose	Lose	Win
	Municipality Over Reached												Union Over Reached				

Conclusion #1: ***In each case where the local government proposed a substantial negative net impact, the local government lost.***

Conclusion #2: ***Except the Town of Rome and where the local government over reached (see Conclusion #1), in each case where the Union was at a positive net impact of 2% or more, the Union lost.***

Organization	River Hills Village	River Hills Union	Onconto County	Onconto County Union	Lacrosse County	Lacrosse County Union	Rome Town	Rome Union	Mequon City	Mequon Union 2 yr	Mequon Union 3 yr	Sauk County	Sauk County Union 2 yr	Sauk County Union 3yr	Greendale Village	Greendale Union 2 yr	Greendale Union 3 yr
Net	-6.65%	-2.65%	-5.80%	2.00%	-4.65%	2.00%	-0.50%	4.00%	-0.65%	1.50%	2.10%	0.00%	2.00%	4.00%	1.00%	1.00%	3.00%
RESULT	Lose	Win	Lose	Win	Lose	Win	Lose	Win	Win	Lose	Lose	Win	Lose	Lose	Win	Lose	Lose
Party Closest to 0%		Union Win		Union Win		Union Win	Town Lose		City Win			County Win			Village Win		

Conclusion #3: ***In each case except the Town of Rome, the party with a net impact closest to break even won, even when the Union proposed small net gains (1.5 -2.0%) the Union lost if the City was closer to 0%.***

CASES WHERE BOTH WRS CONTRIBUTION WAS NOT AT ISSUE:

Organization	Douglas County	Douglas County Union	Dodge County	Dodge County Union
Total Lift	1.00%	4.00%	1.00%	2.75%
WRS Contribution	0.00%	0.00%	0.00%	0.00%
Net	1.00%	4.00%	1.00%	2.75%
RESULT	Win	Lose	Lose	Win

Douglas County follows the Conclusions above.

Dodge County does not because the Arbitrator didn't like INTRA-union inequity caused by a step freeze and told the County it can "mitigate by plan selection and design changes."

OVERVIEW OF ARBITRATION WINS AND LOSES:

Of the arbitrations related to periods since Act 32, Unions won 5 and Municipalities won 4

Three of the Union wins were for where the Municipality sought a net cut of over 4%.

One Union win (Dodge County) was due to an Intra-union inequity the County tried.

One Union win was little Township of Rome and is not very comparable.

HOW DO OUR CURRENT OFFERS COMPARE TO ALL OF THE ARBITRATION DECISIONS:

	City of Franklin's Offer		Union	
	2 year	3yr	2 year	3yr
Total Lift	5.00%	8.00%	6.50%	10.00%
WRS	6.65%	6.65%	4.00%	6.65%
net	-1.65%	1.35%	2.50%	3.35%

The City's offer, whether viewed over 2 or 3 years, matches the conclusions outlined above.
The City's offer for three years is already better than all of the winning municipal offers.
The Union's offer is consistent with those Union's that over reached and lost.

Agreement between the

CITY OF FRANKLIN

and the

FRANKLIN POLICE OFFICERS ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2011-2012

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AGREEMENT

This AGREEMENT is made and entered into by and between THE CITY OF FRANKLIN (hereinafter referred to as the "City" or "Employer") and THE CITY OF FRANKLIN LOCAL NO. 280 of the LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION OF THE WISCONSIN PROFESSIONAL POLICE ASSOCIATION, (hereinafter referred to as the "Association".)

INTENT AND PURPOSE

A. It is intended that the following Agreement shall be an implementation of the provisions of Section 111.70 of the Wisconsin Statutes.

B. Both of the parties of this Agreement are desirous of protecting and promoting the interests of the general public and of reaching an amicable understanding with respect to the Employer-employee relationship which exists between them and to enter into complete agreement covering rates of pay, hours of work and conditions of employment.

ARTICLE I - RECOGNITION

Section 1.01: The City recognizes the Association as the exclusive bargaining agent for all employees of the Franklin Police Department who have the power of arrest, but excluding the Police Chief, Inspector, Lieutenants, Captains and all other supervisory, managerial and confidential employees.

Section 1.02: The Association shall be the exclusive representative of all employees in the bargaining unit in all conferences, negotiations and grievances.

ARTICLE II - MANAGEMENT RIGHTS

Section 2.01: The Association recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement all rights to manage, direct or supervise the operations of the Employer and the employees are vested solely in the Employer.

The Employer shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of a rule on its face or as applied to any employee shall be subject to the provisions of the grievance procedure contained in this Agreement.

Section 2.02: The City reserves the right to discipline or discharge an employee who has completed his probationary period provided that such discipline or discharge is for just cause. Any non-probationary employee who is disciplined or discharged may appeal the discipline or discharge pursuant to 62.13 of the Wisconsin Statutes, or appeal the discipline or discharge through the contractual arbitration procedure but not both. If the employee wishes to pursue the discipline or discharge through the arbitration procedure the appeal shall commence at the arbitration step as set forth in Section 5.04 of the contract. If either party is unsatisfied with the above procedure, they may notify the other party in writing that they would like to exercise their option to open the contract to negotiate on the above procedure. It is understood by both parties that this is the only issue that would be negotiated and/or arbitrated pursuant to 111.77, if necessary. In addition, if a court of law has determined or does determine that the above procedure is not consistent with state law, the parties will immediately enter into negotiations to revise the procedure and make it consistent with state law.

Section 2.03: The City shall make reasonable provisions for the safety and health of the employees during working hours. Failure of bargaining unit employees to utilize safety devices, clothing, and equipment required by the City, and failure to follow safety practices may subject the offending employee to disciplinary action.

ARTICLE III - ASSOCIATION ACTIVITY

Section 3.01: The Association agrees to conduct its business off the job as much as possible, but this shall not prevent Association stewards or designated Association representatives from processing grievances or engaging in routine business such as posting notices, etc., during regular working hours, provided that such activities do not interfere with normal work operations and that such stewards or representatives limit such activities to a reasonable time period after receiving permission from their immediate supervisor outside the bargaining unit in advance of engaging in such activities.

Section 3.02: Association stewards and designated Association representatives shall have the right to post notices relating to legitimate Association business on bulletin board space supplied by the City, provided that a copy of any such notice is given to the Chief prior to posting.

Section 3.03: One member of the Association's collective bargaining team may attend bargaining sessions while on duty subject to call.

ARTICLE IV - FAIR SHARE - DUES DEDUCTION

Section 4.01: Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article wherever the Commission finds that the Association has denied an employee membership because of race, color, creed or sex.

Section 4.02: The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues required of members of the Association.

Section 4.03: The Employer agrees that it will deduct from the earnings of all employees in the collective bargaining unit covered by this Agreement, whose dues are not deducted pursuant to a payroll authorization pursuant to Section 4.06 below, the amount of money certified by the Association as being the monthly dues uniformly required of all employees. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. Deductions shall be made each month, and the total of such deductions shall be paid to the Association. For new employees, such deduction shall start at the first pay period normally used for such deductions which occurs after the employee has completed thirty-one (31) calendar days of employment.

Section 4.04: The Employer shall not be liable to the Association, employees or any party by reason of the requirements of this Article for the remittance or payment of any sum other than those constituting actual deductions from employee's wages earned.

Section 4.05: The Association shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability against the City that arise out of the City's compliance with this fair share agreement.

Section 4.06: The Employer shall deduct regular monthly dues from the wages of the members of the Association who have authorized such deductions, and remit such sums to the Association. The member's authorization for deduction shall not be revocable for one (1) year from the date of execution. The Association shall present dues authorizations to the City Director of Administration.

Section 4.07: Section 4.03 of this Article shall be effective the first month following the execution of this Agreement or the arbitrator's award relating to this Agreement, whichever is earlier.

ARTICLE V - GRIEVANCE PROCEDURE

Section 5.01 - Scope: A grievance is defined as a dispute regarding the interpretation or application of any provision of this Agreement. Any member of the Association or the Association may be a grievant. Grievances shall be handled in accordance with the following procedure. In the event a grievance is required to be put in writing, it shall state the specific provision of this Agreement alleged to have been violated.

Section 5.02 - Step One:

(a) If an employee has a grievance, he shall first present the grievance orally to his immediate supervisor, or the department head if such department head is his immediate supervisor, either alone or accompanied by an Association representative within ten (10) calendar days from the date of the act or condition complained of, or within ten (10) calendar days of the employee gaining knowledge of the incident, whichever is later. The grievance will be deemed settled unless within fifteen (15) calendar days of presenting the grievance to the immediate supervisor (or department head), the grievant reduces the grievance to writing, signs the grievance and presents the written grievance to the immediate supervisor or department head.

(b) The immediate supervisor or department head shall give his answer in writing within ten (10) calendar days from the receipt of the written grievance.

Section 5.03 - Step Two:

(a) If no settlement is reached in Step One, the grievance shall be referred to the Police Chief within five (5) working days from the time the immediate supervisor was to have submitted his answer, unless such Police Chief is the immediate supervisor.

(b) The Police Chief shall then hold a meeting with the employee and his Association representative, if the employee so elects, within five (5)

working days after referral to him to discuss the grievance. The Police Chief shall be required to consult with the Director of Administration concerning the grievance and shall give his written answer, with a copy of the written grievance sent to the Human Resources Department, within twenty (20) workdays of the meeting with the employee and his Association representative.

(c) If the Police Chief is the immediate supervisor, Step Two shall be by-passed except Subsection (b) of Step Two shall be used instead of Subsection (b) of Step One, and the employee may proceed to Step Three of the Grievance Procedure.

Section 5.04 - Step Three: If no settlement is reached in Step Two, then such grievance shall be submitted to arbitration within ten (10) working days from the time the Police Chief was to have submitted his answer in the manner described below:

(a) The grievance will be arbitrated by the Wisconsin Employment Relations Commission arbitrator, as provided for in the Wisconsin Statutes. The Association shall file the notice of appeal with the Wisconsin Employment Relations Commission, with a copy to the City Personnel Committee, which submission should be made to the Human Resource Coordinator or the Director of Administration. Each party shall bear the expense of producing its own witnesses and representatives, and any cost involved in the hearing will be shared equally by the City and the Association.

(b) The arbitrator so appointed shall hold a hearing at a time and place convenient to the parties. The arbitrator shall take such evidence as in his judgment is appropriate for the disposition of the dispute.

(c) Upon completion of this hearing, the arbitrator shall be requested to render a written decision within thirty (30) calendar days after the conclusion of testimony and argument to both the City and the Association which shall be final and binding upon the parties. In making his decision, the arbitrator shall neither add to, detract from nor modify the language of this Agreement. The arbitrator shall have no authority to grant wage increases

or wage decreases. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. In any arbitration award, no right of management shall in any manner be taken away from the City, nor shall such right be limited or modified in any respect excepting only to the extent that this Agreement clearly and explicitly expresses an intent and agreement to divest the City of such right.

(d) All grievances not filed or appealed within the above time periods shall be deemed abandoned. The term "working days" shall not include Saturdays, Sundays or holidays. The above time periods may be extended by mutual agreement of the parties in writing.

ARTICLE VI - WAGES

Section 6.01: The rates of pay for the various classifications of Police Officers shall be as follows:

	Hourly Eff. 1-1-11* 2.3% Increase	Hourly Eff. 3/1/2012* 1.5% Increase
Patrol Officer Start	$24.57	$24.94
6 Months	$25.36	$25.74
1 Year	$26.48	$26.88
2 Years	$27.05	$27.46
3 Years	$28.32	$28.74
4 Years	$31.21	$31.68
Corporal	$32.12	$32.60
Detective/Juvenile Officer	$33.85	$34.36

*Wage increases are effective on the payroll date closest to the date listed above.

In the event of any dispute in wages any arbitrator or other such adjudicating body is instructed to add 4% to all above wage rates as a quid pro quo for the retiree health benefit improvements

negotiated in the 2009-2010 labor agreement and ¾ of a percent as a quid pro quo due to the implementation of the sick leave incentive program which was effective 1/1/2010 [(wage rate * .04) + (wage rate * .0075) + wage rate = effective/comparable wage rate].

Section 6.02: The City will pay the IRS approved standard mileage rate for Department approved use of personal vehicles.

ARTICLE VII - HOURS OF WORK

Section 7.01 - Hours of Work:

A. The normal shifts shall be as follows: First Shift - 7:45 A.M. to 4:00 P.M.; Second Shift - 3:45 P.M. to 12:00 A.M.; Third Shift - 11:45 P.M. to 8:00 A.M.; Swing Shift - 7:45 P.M. to 4:00 A.M.

Nothing contained herein shall be construed to prohibit the City from establishing other shifts.

Section 7.02 - Work Week:

A. The normal work schedule for all regular full-time police officers shall consist of five (5) workdays followed by two (2) days off, followed by five (5) workdays followed by three (3) days off, referred to as a 5-2, 5-3 duty schedule.

Section 7.03 - Detective/Juvenile Officer/School Liaison Officer:

A. The normal work hours for a detective shall be 8:45 A.M. to 5:00 P. M. or 1:45 P. M. to 10:00 P. M., unless mutually agreed otherwise.

B. Juvenile Officers shall normally work 8:45 A.M. to 5:00 P.M. for four (4) days and 12:45 P.M. to 9:00 P.M. for one (1) day of their normally scheduled work week. Juvenile Officers shall have flexible hours subject to the needs of the position and mutual agreement between the employee and his/her supervisor provided, however, that the employer may change the employee's hours of work with respect to his/her crime prevention duties without mutual consent of the parties.

C. The position of School Liaison Officer shall work Monday through Friday, during school hours and consist of an eight (8) hour shift normally falling between the hours of 7:00 A.M. and 4:00 P.M.

The above language is intended to provide for overtime in situations where the City requires that investigation duties be performed outside of the above described work hours. Any crime prevention duties that occur outside of the above listed hours will be paid at straight time.

ARTICLE VIII - OVERTIME

Section 8.01:

A. OVERTIME. All hours worked outside of an employee's scheduled duty hours shall be considered overtime hours and paid at the rate of one and one-half (1½) times the employees regular salary.

B. MANDATORY SCHOOLING/TRAINING. Overtime regarding mandatory schooling and training sessions which are eight (8) hours or longer in a workday, shall be compensated at a straight time rate of pay. Overtime regarding mandatory schooling and training that is less than eight (8) hours in a work day shall be compensated at the rate of time and one-half (1½). Compensable schooling and training time shall include time spent in attendance at a mandatory schooling or training session, as well as time spent traveling to and from the mandatory schooling or training site only. It shall not include preparation time, lodging time, or any other time incidental to attendance at a mandatory schooling or training session.

C. NON-MANDATORY SCHOOLING/TRAINING. Approved non-mandatory schooling and training shall be paid at straight time up to a maximum of eight (8) hours per day at the employee's straight time hourly rate. If the school or training session lasts for more than eight (8) hours in a day, or requires an overnight stay, the Employer will not be required to pay more than eight (8) hours of straight time per day, regardless of the total number of hours actually spent traveling or in attendance at the approved non-mandatory school or training session.

D. COMPENSATORY TIME. In lieu of pay, officers may accumulate compensatory time off to a maximum balance of ninety-nine (99) hours. Overtime will be in pay if the employee's balance is ninety-nine (99) hours. All overtime balances may be carried forward and not paid out during or at the end of a year. Overtime may be taken off with the Chiefs approval.

Section 8.02: An employee who has worked overtime shall not be denied the right to work his scheduled duty hours.

Section 8.03: If an employee is specifically called in to work outside his scheduled duty hours, he shall be guaranteed a minimum of two (2) hours pay at time and one-half (1½). This provision shall not apply where the call-in is consecutively prior to or subsequent to an employee's scheduled duty hours.

Section 8.04: An employee, who, with the approval of his supervisor, attends a City Attorney Conference outside his scheduled duty hours, shall be guaranteed a minimum of two (2) hours at his regular straight time pay unless such conference is consecutive to or subsequent to his scheduled duty hours.

ARTICLE IX - HOLIDAYS

Section 9.01: The following eleven (11) holidays shall be holidays for Police Officers covered by this Agreement:

New Years Day	Labor Day
Washington's Birthday	Thanksgiving Day
Friday before Easter	Day after Thanksgiving Day
Memorial Day	Christmas
Independence Day	Day preceding Christmas Day
Day preceding New Year's Day	

Section 9.02: Police Officers covered by this Agreement shall be compensated at the rate of eight (8) hours per day for each of the eleven (11) holidays designated above. Effective 8/1/2010 Police Officers covered by this Agreement shall be compensated at the rate of 8.25 hours per day for each of the eleven (11) holidays designated above.

Section 9.03: Employees shall be allowed four (4) personal days off per year. However, employees must give at least ten (10) days notice to the Chief of Police before using the first two (2) personal days and thirty (30) days notice before using the third and fourth personal days off.

ARTICLE X - VACATIONS

Section 10.01: Eligible employees of the Police Department covered under the terms of this Agreement shall have vacation benefits based on years of continuous employment as follows:

(a) Ten (10) working days of vacation with full pay after completion of one (1) year of employment.

(b) Fifteen (15) working days of vacation with full pay after completion of six (6) years of employment.

(c) Twenty (20) working days of vacation with full pay after completion of thirteen (13) years of employment.

(d) Twenty five (25) working days of vacation with full pay after completion of eighteen (18) years of employment, provided the employee has accumulated at least one hundred thirty (130) days of sick leave in the year the vacation is taken, and provided further that five (5) days will be deducted from the sick leave account of the employee.

In the event that the employee has suffered a major illness or a series of illnesses wherein the employee has used twenty (20) successive days of sick leave and would have been eligible for the vacation set forth above, had not such illness occurred, then those days taken for major sick leaves shall be counted to arrive at the one hundred thirty (130) day sick leave accumulation required.

(e) Employees who have completed twenty-two (22) years of service will receive twenty-five (25) working days of vacation regardless of the number of sick days they may have accumulated and will not have sick days deducted from their sick leave account.

Section 10.02: A vacation selection list shall be posted by November 15th for the forthcoming year. Vacation selection shall be made by departmental seniority by employees on a particular shift, regardless of whether or not included in the bargaining unit, provided that such picks are made by January 15th of each year. Vacations must be arranged so as not to interfere with the normal function of the department.

Section 10.03: Vacation allowance shall not be accumulated from year to year, except as may be permitted by the Police Chief under special circumstances, with the knowledge and approval of the Director of Administration.

Section 10.04: An employee will receive ten (10) days of vacation after the successful completion of their probationary period. This vacation must be used by the end of the calendar year. The employee will then receive another ten (10) days of vacation on the following January 1st. The employee will continue to receive annual vacation benefits on January 1st of each year based on the schedule in Section 10.01.

Section 10.05: To be eligible for a full vacation allowance after the initial end-of-probation award, an employee must complete twelve (12) full months of service in the prior year. A full month of service is any month in which an employee receives pay for at least ten (10)

days. If an employee has not completed twelve (12) full months of service in the prior year, his vacation will be pro-rated based on the number of completed months of service.

Section 10.06: In the event an employee who has successfully completed his probationary period of employment terminates employment with the City, the employee shall be entitled to receive payment for any vacation hours already in the employee's vacation account.

ARTICLE XI - LONGEVITY

Section 11.01: Each eligible employee commencing the regular pay period following eligibility shall receive longevity pay in addition to the regular salary, based upon the following schedule:

After 5 years of service $5.00 per month
After 10 years of service $10.00 per month
After 15 years of service $15.00 per month
After 20 years of service $20.00 per month
After 25 years of service $25.00 per month

ARTICLE XII - SICK LEAVE

Section 12.01: Sick leave shall accrue at the rate of one (1) working day for each full month of service to the maximum cumulative total of one hundred eighty (180) days. A full month of service shall refer to a month in which an employee receives pay for at least ten (10) days.

Section 12.02: Employees who are sick and unable to report for work shall notify the Department no later than one (1) hour prior to the start of the employees work shift.

Section 12.03: Employees who are absent three (3) or more consecutive days because of sickness or injury may be required to bring in a doctor's certificate confirming the need to be absent for the sickness or injury. Any employee who is required to obtain a doctors certificate shall submit the billing thru their health insurance carrier(s). Any remaining cost related to obtaining the certificate will be promptly paid in full by the City following submission of an Explanation of Benefits by the employee. Any billing to obtain said doctor certification shall not count against the employee's lifetime health insurance maximums except if the employee's lifetime health insurance maximum benefit level exceeds $1,000,000.

Section 12.04: All unused accumulated sick leave credit is automatically canceled if an officer resigns, is discharged for a cause, or is laid off, except that officers that are laid off for reasons not attributable to them will retain their unused accumulated sick leave provided they are reappointed within one (1) year from the date of layoff.

Section 12.05: Any holiday, regular off-duty day, or vacation day falling during a member of the Department's absences due to a condition for which sick leave credit would be granted shall not be considered a chargeable day of sick leave.

Section 12.06: Sick Leave Incentive Program

Effective 1-1-10, a sick leave incentive program shall be put into effect. Employees shall receive credit based upon the amount of sick leave hours used during each calendar year. Once the use of sick leave hours is recorded within a payroll cycle, that sick leave use may not be altered or adjusted, except for corrections as approved by the Director of Administration or his designee. This benefit and administration of this benefit shall be subject to all applicable IRS regulations.

a) Employees shall begin to accrue their sick leave incentive credit during their first full calendar year of employment. New employees who do not commence employment on or by January 3rd will not receive credit for the partial calendar year.

b) Sick Leave Incentive Bank: Employees shall be credited an amount of money to a sick leave incentive bank based upon the number of hours to be credited (per c below) multiplied by three-quarters of the employee's hourly rate on December 31st of the year for which the hours were accrued (employees with 13 years of service as of 7/1/2010 would be locked in at 110% benefit level and employees with 12 years of service as of 7/1/2010 would be locked in at a 90% benefit level). By February 15th of each year, the City shall provide a printout to each employee identifying the amount of money credited for the prior year to the employee's sick leave incentive bank and the accumulated sick leave incentive bank total, which listing may include all members of the unit or department. Balances do not earn interest.

c) Credit Schedule: Employees shall receive a credit in hours based upon the amount of sick leave hours used during the calendar year in accordance with the following schedule:

Sick Leave Usage	Hours to be converted to Dollars in Employee Incentive Bank
0-8.25 hours	24.75 hours
8.26-14 hours	16.5 hours
14.01-20 hours	8.25 hours

20.01-26 hours	4 hours
26.01-36 hours	2 hours

Sick leave usage shall apply to any event for which an employee uses sick leave during the year including, but not limited to, state and federal FMLA leaves of absence. In the final year of employment, when an employee terminates employment or retires, the employee will receive a prorated credit based upon the portion of the calendar year worked prior to the termination or retirement date.

d) Vesting and Distribution

1. Vesting. Employees shall be vested after 5 full calendar years of creditable employment. An employee separating employment for any reason prior to achieving 5 full calendar years of creditable employment shall have no right to the amounts accrued and such amounts shall be forfeited.

2. Separation prior to retirement and prior to qualifying for retiree health insurance benefits per Section 15.02. After being vested, employees who leave the employment of the City for any reason prior to retiring under the WRS and qualifying for retiree health insurance benefits per Section 15.02, except terminations for cause, will have the amount accumulated in their sick leave incentive bank paid out as a separation benefit and such amount will be taxable in accordance with IRS rules. Employees terminated for cause shall have no right to the amounts accrued and such amounts shall be forfeited.

3. Separation at retirement when qualifying for retiree health insurance benefits per Section 15.02. After being vested, employees who retire under the WRS and qualify for retiree health insurance benefits per Section 15.02 will have the amount accumulated in their sick leave incentive bank retained by the City to use as a credit against the employee's share of retiree health insurance costs until the fund is depleted. This benefit will be in addition to the benefit set forth in Article 15.02. An employee shall not be obligated to pay for the "employee share of retiree health insurance costs" until such amounts accumulated in the employee's sick leave incentive account are exhausted. The employee will not have an option or right to have the amount accumulated in their sick leave incentive bank paid out as a separation benefit, nor will any excess balance following termination from the health plan be paid out.

Section 12.07: Employee's may donate vacation time to another member in the event of catastrophic illness or injury if that member has no sick or injury leave left in his account. There

shall be a limit to such transfer of vacation time to any one member of twenty-five (25) days in a two (2) year period. All such requests for transfer of vacation time under this section shall be in writing and approved by the Chief of Police.

ARTICLE XIII - SEVERANCE PAY

Section 13.01: Upon retirement, each member covered by this Agreement shall receive thirty (30) days full pay as a minimum. Severance pay shall be accumulated at the rate of two (2) days for each year of service, with the limitation that no additional severance pay over and above the minimum severance pay of thirty (30) days shall be paid unless the employee has accumulated sick leave corresponding to the severance pay he would be eligible for, to a maximum of sixty (60) days. Severance pay shall be based upon an eight and one-quarter (8¼) hour workday and at the rate of pay the employee is earning at the time of retirement.

The employee may apply the severance pay for payment of health insurance premiums by leaving the entire amount due with the City from which the City shall deduct monthly an amount equal to the then current health insurance premium until the funds are exhausted.

Section 13.02: In the case of the death of an employee, that vacation which said employee has earned up to his anniversary date and holidays not taken, as in accordance with the existing agreement, shall be paid to his heirs.

ARTICLE XIV - CLOTHING ALLOWANCE

Section 14.01: Each member covered by this Agreement shall receive four hundred dollars ($400.00) per year uniform allowance, which shall be paid in two (2) equal installments on May 1st and November 1st of each year by expense voucher check.

ARTICLE XV - HOSPITAL AND SURGICAL INSURANCE

Section 15.01: The HRA will be made available in August or September 2010 to determine participation for 2011. If an employee or their spouse fails to complete the HRA within the period provided the employee will be charged the non-participating premium share effective 1/1/2011. For those participating in the HRA (employee and spouse must participate), on 1/1/2011, the premium share rate would go to 8% of the premium at that time; on 1/1/2012, and on January 1st of each calendar year thereafter, the rate would go to 8.5% of the premium at that time. For those that don't participate in an HRA the premium sharing would increase to 11% of

the premium as of 1/1/2011, and 12% of the premiums as of 1/1/2012 and on January 1st of each calendar year thereafter. The above percentages would be capped at a maximum rate per the following table. In addition, rate caps for future years will increase $10/year for family plans and $6.50/year for single plans from the prior year's cap (for example "With HRA" caps for 2013 will be $92.50 and $205, etc.).

	With HRA			Without HRA		
	2010	2011	2012	2010	2011	2012
Single	$69	$77	$86	$81.40	$92.40	$103.40
Family	$155	$175	$195	$185	$210	$235

The City shall pay the remainder of the premium cost. The City shall have the right to designate the insurance carrier, except the coverage and level of benefits shall in total be substantially equivalent to or better than the coverage that exists under this contract. Any increase in premium payments necessitated by maintaining the in total substantially equivalent or better coverage shall be fully paid by the City. The changes in coverage shall be as set forth per the summary of health benefits in Appendix A.

Section 15.02: For employees who retire on a regular pension (disability pensions, excluded), the City shall pay seventy-five percent (75%) of the cost towards the single plan premium or the family plan premium of the health plan the employee was in prior to retirement, and such payment shall remain frozen at that level throughout the period of such payment, under the following conditions (if an employee/retiree switches from a family to a single plan the City will continue to pay only 75% of the single plan premium that was in effect on the date of retirement. If the employee elects single coverage at or after retirement and subsequently switches to a family plan, the City will pay 75% of the family plan premium that was in effect on the date of retirement only if the family dependents were eligible for coverage on the date of retirement).

(a) The employee/retiree must have at least fifteen (15) years of continuous service with the City of Franklin. Employees hired after 8/1/2010 must have at least twenty (20) years of continuous service with the City of Franklin.

(b) The employee/retiree must be at least the statutory normal retirement age.

(c) Participation in the City's health insurance program ceases at the earliest of the following:

(i) The employee/retiree's attainment of age sixty-five (65), and the employee/retiree is eligible for Medicare.

(ii) The employee/retiree's death.

Section 15.03: In the event the employee/retiree's spouse is not eligible for Medicare when the employee/retiree's participation in this program ceases, the spouse may remain in the same City group health plan until eligible for Medicare solely at the expense of the spouse, provided that the spouse pays the full monthly premium therefor to the City Treasurer by the 15th of the month prior to the month the premium is due, or the spouse may be dropped from the City's insurance program.

Section 15.04: If the employee/retiree obtains other employment in which comparable health benefits are available at a cost to the employee/retiree which does not exceed the employee/retiree's cost under this City program, the employee/retiree must participate in the other plan, provided that the employee/retiree may again participate in the City program when no longer eligible for the other coverage, if otherwise eligible under Paragraph (c) and if the City's insurance carrier agrees to permit such participation. As an alternative to participating in the other plan, the employee/retiree has the option of remaining in the City plan, but only under a single contract covering the employee/retiree.

Section 15.05: The employee/retiree must pay the balance of the full monthly premium to the City Treasurer by the 15th of the month prior to the month the premium is due, or the employee/retiree may be dropped from the City's insurance program.

Section 15.06: In the event an employee is killed in the line of duty, the employees spouse and dependents may remain in the City health insurance program, and the City will pay seventy-five (75%) of the full cost of the premium for a period of one (1) year. At the conclusion of the one (1) year period, the employee's spouse and dependents may remain in the City health insurance program at their own expense subject to the provisions of Section 15.05.

Section 15.07 - Dental Insurance: Dental insurance shall be made available by the City on a self-funded basis. The City shall pay 100% of the single premium. Employees shall pay the difference between the single and family premium if the family plan is selected. (See Appendix "B" for schedule of benefits.)

ARTICLE XVI - LIFE INSURANCE

Section 16.01: The City shall pay the full premium of the Life Insurance Plan currently in effect for each member and shall retain the right to designate the insurance carrier.

ARTICLE XVII - WISCONSIN RETIREMENT FUND

Section 17.01: The City shall pay the employee's share and its share of the premiums for said pension plan on the basis of the employee's gross earnings for the entire year.

ARTICLE XVIII - WORKER'S COMPENSATION

Section 18.01: Full time employees who are off work and who are eligible for and receiving Worker's Compensation payments for temporary-partial or temporary-total disability as the result of duty related illness or injury shall be granted leave of absence for a period not to exceed one (1) year in aggregate for any one (1) injury or illness.

Section 18.02: All full time regular employees shall receive pay from the City less the amount of Workers Compensation paid the employee.

Section 18.03: In no event will such supplemental pay and Worker's Compensation benefit, in aggregate, exceed the employee's normal net "take home" pay.

ARTICLE XIX - FUNERAL LEAVE

Section 19.01: Upon application, a leave of absence of three (3) days with full pay shall be allowed in the event of the death of a member's spouse, child, father, mother, sister, brother, father-in-law or mother-in-law. One (1) day with full pay shall be allowed in the event of the death of the member's brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandparent. One (1) day with full pay shall be granted in the event of the death of the member's aunt or uncle.

Section 19.02: When a funeral leave of absence for death shall occur during a member's regular vacation period, said vacation shall be considered as part or all of the leave granted.

Section 19.03: All applications for funeral leave shall be in writing and shall be submitted to the Police Chief at the time of request for such leave. The funeral leave is not to be deducted from sick leave.

ARTICLE XX - MILITARY LEAVE

Section 20.01: Each member of the Association who is required to take a period of training with an organized unit of the Reserve Corps of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, and the National Guard, and who is ordered to active duty shall be granted a leave of absence for a period not in excess of two (2) weeks annually upon submission to the Police Chief of evidence of receipt of authentic orders.

Section 20.02: Any member of the Association who has completed one (1) year of continuous service with the City shall be compensated for the difference between their base service pay and their base departmental compensation for a period equivalent to the approved military leave, but not to exceed two (2) weeks per year, if the base service compensation is less than the base City compensation.

ARTICLE XXI - COLLEGE EDUCATIONAL INCENTIVE PROGRAM

Section 21.01: The City shall make the following payments for college credit courses successfully completed by the members of the Police Department covered by this Agreement with a grade of "C" or better for each course completed.

Based upon a sixty-four (64) Credit Requirement for a certificate from the accredited school, upon successful completion of each credit hour, the member shall receive seventy-five cents ($.75) per month for each credit hour, up to a maximum of sixty-four (64) credit hours. Payments shall be made within thirty (30) days following the close of each calendar year.

Section 21.02: No member shall be eligible to receive any benefits under this program until he has been an employee of the City for a period of not less than two (2) years.

Section 21.03: Administration of the program shall be by a three (3) man committee comprised of the Chairman of the Police and Fire Commission, the Police Chief, and a Police Officer designated by the Association. Special approval shall be required by any member desiring to take two (2) courses per semester and no credit shall be given for subjects or courses which cannot be applied towards the certificate issued by the school. All actions taken by this committee will be by a two-thirds (⅔) vote.

Section 21.04: This program is established solely for credit courses, requiring physical attendance at regularly scheduled classes.

Section 21.05: The cost of all books, supplies and other materials, as well as all expenses relative to the attendance of a school, college or university shall be the sole responsibility of the participating member.

ARTICLE XXII - SENIORITY

Section 22.01: Seniority is defined as the length of time that an employee has been continuously employed as a full time employee by the City in a position included in this bargaining unit.

Section 22.02: New employees shall not attain any seniority rights until they have completed their probationary period. The probationary period for new employees shall be one (1) year, provided however, that this period may be extended for a particular employee by mutual agreement in writing between the employer and the Association. During such probationary period, the probationary employee may be disciplined or discharged at the sole discretion of the Employer without recourse to the contractual arbitration procedure or the grievance procedure under Section 62.13 (5), Wisconsin Statutes. Upon completion of the above probationary period, an employee will be granted seniority rights from the original date of hire.

Section 22.03: A seniority roster will be posted and brought up to date each January.

Section 22.04: Employees shall lose their seniority for any of the following reasons:

(a) Discharge.

(b) Resignation. (Any employee absent for 3 consecutively scheduled workdays without notifying the Employer of the reason for absence may be considered as having resigned, except where the employee has a legitimate reason for not notifying the Employer.)

(c) Retirement

(d) Unexcused failure to return to work after the expiration of a leave of absence or period for which Worker's Compensation was paid.

(e) Failure to give notice of intent to report to work within five (5) working days after having been recalled from layoff by certified mail sent to last address furnished by employee to the City; or failure thereafter to return to work within two (2) weeks after such notice of intent.

(f) Accepts other employment while on a leave of absence, unless given written permission to do so from the Personnel Committee.

(g) On layoff for twenty-four (24) continuous calendar months or length of seniority, whichever is less.

Section 22.05: Assignments to fill Patrol Officer vacancies on a shift shall be made on the basis of seniority. The officer with the greatest seniority shall be given the first preference; the officer with the next greatest seniority shall be given second preference, and so on until the vacancy is filled. However, new officers may be temporarily assigned to a shift for up to a period of one (1) year after their employment with the City.

Section 22.06: Assignments to fill vacancies on a shift for Corporals, Detectives, or Juvenile Officers shall be made on the basis of seniority in rank, provided that the assignment of the most senior officer shall not impede or interfere with the operation of the department. The officer with the greatest seniority in rank shall be given the first preference; the officer with the next greatest seniority shall be given second preference, and so on until the vacancy is filled. This article shall not apply to assignments to fill temporary vacancies or to promotions.

Section 22.07: Layoffs shall be pursuant to 62.13(5m).

Section 22.08 - Residency: Employees now covered by a residency requirement shall reside within an area which extends twelve (12) miles from the City limits in each direction plus all of Milwaukee County. Employees now grandfathered shall remain so.

ARTICLE XXIII - TRADES

Section 23.01: A trade of duty time may be made by any Association member with the approval of the officer in charge or the Chief. Such approval shall not be unreasonably withheld. However, a trade of duty time shall not interfere with the operations of the Department and the City shall not incur any overtime liability because of such trades. Association members recognize that repayment of trades is an obligation between the members and it shall be the responsibility of the individuals involved in the trade to see that they fulfill such obligation.

ARTICLE XXIV - NO STRIKE

Section 24.01: The Association agrees that for the duration of this Agreement representatives or employees will not authorize, assist, support or engage in any strike, work stoppage, slowdown, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slowdown, or interruption or impeding of work, the Association shall immediately give public notice to the employees involved that they are in

violation of this Agreement and should end such strike, work stoppage, slowdown or interruption or impeding of work.

ARTICLE XXV - JURY DUTY

Section 25.01: Each employee shall be granted time-off with pay for reporting for jury duty or jury service. Compensation received for such duty or service (exclusive of travel pay, expenses, or pay for jury duty on off-duty days) shall be immediately paid over to the City Treasurer. If a day shift employee is released from jury duty early enough during his scheduled shift, so that it is possible to report for work, he shall be required to do so.

ARTICLE XXVI - VOLUNTARY BENEFITS

Section 26.01: Employees shall have the option of purchasing short-term disability insurance, personal accident insurance, personal hospital intensive care insurance, and/or cancer protection insurance from AFLAC. Employee participation in this 100% employee paid benefit requires that premiums be paid through payroll deduction.

Section 26.02: Employees have the option of purchasing auto and home insurance from Liberty Mutual under their Group Savings Plan.

ARTICLE XXVII – LONG-TERM DISABILITY

Section 27.01: Employees covered by this Agreement shall have the opportunity to participate in a Long-Term Disability Insurance Plan. Participation in such plan shall be voluntary. Those employees who wish to participate in the Long-Term Disability Insurance Plan shall do so at their own expense.

ARTICLE XXVIII - CONDITIONS OF AGREEMENT

Section 28.01: Whenever the term "employee" is used in this Agreement, it shall refer to a full-time employee unless specifically provided otherwise. Whenever the term "'service" or "employment" is used in this Agreement, it shall refer to full-time service or employment unless specifically provided otherwise.

Section 28.02: All references to employees in the male or female gender shall be interchangeable where applicable.

ARTICLE XXIX - DURATION AND NEGOTIATIONS

Section 29.01: This agreement shall become effective as of January 1, 2011 and shall continue in full force and effect until December 31, 2012. The terms and conditions of this Agreement shall continue to apply until superseded by another Agreement.

Section 29.02: The terms of this Agreement shall not be changed or altered by any subsequent Ordinance, Resolution, Executive Order, or Legislative or Executive Act of any kind during the duration of this Agreement unless both parties to this Agreement agree to such change or alteration. Any changes in the rules and regulations of the department or any work rules shall be subject to the provisions of Article II, Section 1.

Section 29.03: If any part or parts of this Agreement are invalid, it shall not invalidate the entire Agreement.

Section 29.04: On or about September 1, 2012, the Association or the City shall notify the other party of their intent to negotiate a Successor Agreement.

Section 29.05: Either party may select for itself a negotiator or negotiators for the purposes of carrying on conferences and negotiations under the provision of the applicable Wisconsin Statutes.

ARTICLE XXX - AMERICAN DISABILITIES ACT (ADA)

Section 30.01: The City and Association agree to comply with the American With Disabilities Act. In the event the employer finds it necessary to accommodate the disability of an applicant or employee, the employer may modify job responsibilities, assignments and schedules as necessary to effectuate such accommodation.

Dated this 14th day of OCTOBER, 2011.

CITY OF FRANKLIN

Thomas M. Taylor, Mayor

WISCONSIN PROFESSIONAL POLICE ASSOCIATION LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION FRANKLIN POLICE OFFICER ASSOCIATION LOCAL #280

David Hendrickson, WPPA Business Agent

Mark W. Luberda, Director of Administration

Eric Balow

Sandra L. Wesolowski, Director of Clerk Services

Joseph Demotto

APPENDIX "A"

The following benefit levels for the City's self-funded insurance plan go into effect August 1, 2010, unless otherwise noted. The plan is a PPO.

$10.00 co-pay to be paid by employees for all generic formulary prescriptions.

$25.00 co-pay to be paid by employees for all brand name formulary prescriptions.

$40.00 co-pay to be paid by employees for all non-formulary prescriptions not specifically excluded by the medical and/or prescription drug plans.

Birth control will be covered.

The Plan includes a "mandatory generic prescription substitution" provision when a generic prescription is available.

BENEFIT	PPO	NON PPO
Deductible	0	$200/$600
CO insurance	90/10	70/30
Out of Pocket	$400/$1200	$1600/$4800
Life Time Max	1 million	1 million
Pre-certification	Yes	Yes
Office Visits	90/10	70/30
Diagnostic Lab/X-ray	90/10	70/30
Hospitalization	90/10	70/30
Maternity	90/10	70/30
Well Baby	100% first year	70/30
HRA (EE & Spouse)[1]	100% (City sponsored provider)	Not Covered
Routine Exams	$500Yr/Each Family Member	not covered

[1] Employee and Spouse must both participate in the HRA to receive the discounted premium cost sharing, unless the Plan Administrator, by his sole opinion, decides there is a significant, substantiated and valid reason(s) for waiving the HRA requirement. If an employee or their spouse fails to complete the HRA within the period provided the employee will be charged the non-participating premium share per Article XV.

Emergency[2]	90/10	70/30
Urgent care[2]	90/10	70/30
Ambulance	90/10	90/10
Vision	100% up to $25	100% up to $25

Premium Co-Pay: (See Article XV)	Effective 1/1/2011	Effective 1/1/2012
Single(with HRA)	8%(max $77)	8.5%(max $86)
Single (without HRA)	11%(max $92.40)	12%(max $103.40)
Family(with HRA)	8%(max $175)	8.5%(max $195)
Family (without HRA)	11%(max $210)	12%(max $235)

Out of area emergency service will be covered under the PPO portion.

If a PPO doctor refers you to a specialist that is not in the PPO, it will be covered as if it is a PPO doctor.

[2] Employees pay $100 per family member visit for Emergency Room and $50 per family member visit for Urgent Care visits. This fee is waived if the employee or family member is admitted to the hospital.

APPENDIX "B"

Dental Insurance coverage, as provided for in Article XV, Section 15.08, shall include the following:

The plan shall have a maximum yearly payment of $1,000.00 per insured. The deductible amount shall be $25.00 per insured per year except for "Diagnostic and Preventative" care which shall have coverage as follows:

Diagnostic:	
Dental X-rays	100%
Oral Examinations	
Preventative:	
Application of fluoride	100%
Cleaning of teeth and space maintainers	
Sealants on permanent molars for dependents under the age of 18.	
Ancillary:	
General anesthetics and injection of antibiotics	75%
Emergency treatment of pain and emergency denture repair	
Restorations:	
Amalgam, silicate, acrylic, synthetic porcelain and composite fillings	75%
(see below for precious metals)	
Endodontics:	
Root canal treatment	75%
Periodontics:	
Treatment of diseases of the gum and tissues of the mouth	75%
Restorations:	
Precious metal cast restorations	50%
Prosthodontics:	
Bridges and dentures	50%

Letter of Understanding
Between
City of Franklin and the Franklin Professional Police Officers Association
Pertaining to Participation on an Employee Committee on Wellness
Incorporated as an Attachment to the 2009-2010 Contract Settlement

The purpose of this Letter of Understanding is to provide clarification as to what, generally, is to be expected relative to a commitment by the union to participate in an employee committee on wellness.

The 2009-2010 labor agreement includes two components of a wellness program that remain to be fully developed. The first component is the improved diagnostic and preventive medicine changes, including the addition of a Health Risk Assessment, that have been incorporated into the health plan benefits. The second component involves establishment of and participation in an employee committee on wellness.

It is expected that an employee committee on wellness will involve one or two members of each union and representatives of non-represented employees. Staff from the Health Department and Human Resources will serve as members, information resources, and advisors. Organizational meetings of the employee committee will generally occur on work time, but it is possible that the Committee may host or sponsor a voluntary event or activity outside of work hours (such as an employee 3K run, etc.).

The purpose of the committee will be to evaluate and propose activities and programs that will promote the wellness of employees. These activities often fall into the categories of health and healthy-lifestyle education (such as seminars / brown-bag workshops, stop-smoking clinics, health fairs, providing self-care manuals, nutritional information or posters, etc) and health activities or events (such as Big Loser contests, mentoring programs, walking clubs, Get-Fit campaigns, vending machine management, etc.). Each of these categories has hundreds of potential ideas. Similarly, the committee can evaluate different programs (such as point systems or participation awards) that will promote participation. At times the committee may get involved in organizing and implementing ideas, plans, or activities.

Costs associated with the programs and activities will be funded by the City out of the Group Health Fund to the extent authorized by the Common Council. As such, the level of activities and options may vary from year to year. Such funding does not preclude consideration of an individual program that might have some sort of registration or participation fee paid for by the employee.

An overall goal of the committee will be to develop ideas that will achieve voluntary participation by all employees. As such, it is presumed that a committee of employees, representing all employees, will do a better job of identifying appropriate and effective programs than if all programs were developed by Human Resources. In short, the union is committing to have one or two members actively participate in the committee described above. It is expected that member selection would be made mutually with significant consideration given to the selection/recommendation of the Union and/or Union membership.

Letter of Understanding
Between
City of Franklin and the Franklin Professional Police Officers Association
Pertaining to Health Risk Assessments.

The purpose of this Letter of Understanding is to provide clarification as to what is to be provided in a Health Risk Assessment (hereinafter "HRA") and detail some of the expectations of an HRA program.

The primary goal of a HRA is to provide regular health screenings for employees and spouses that will provide them with valuable information to help identify if the individual participant is developing or suffering from an illness and to help identify trends over time that may indicate health issues or health risks. By providing such information, the further intent is to engage the participant in their own health care and to engage the participant with their personal physician.

The City will determine what company will provide or perform the HRA. The City acknowledges that receipt of consistent information and the ability to be presented with health trends over time potentially creates a benefit to the participant and to the program. The City, therefore, anticipates it will retain the same provider for multi-year periods.

An HRA will include the following program components, evaluations, tests, or test series annually:

Standard or comprehensive blood chemistry panel, requiring fasting. This test series typically includes tests such as the following:

- **Glucose, fasting:** This test directly measures glucose levels and is commonly used in the evaluation of diabetes.
- **Uric acid:** This test is used in the evaluation of gout or recurrent urinary calculi.
- **Creatinine:** This is a renal function test used to estimate glomerular filtration rate, and follow progression of renal disease.
- **BUN and/or BUN/Creatinine ratio:** This test is used to measure liver function and indirectly to assess renal function and glomerular filtration rate. This ratio is used to diagnose impaired renal function. With creatinine, BUN is used to monitor individuals on dialysis.
- **Sodium:** This routine test is used to evaluate and monitor fluid and electrolyte balance and therapy.
- **Potassium:** This routine test is used to evaluate and monitor electrolyte balance and is especially important for cardiac individuals.
- **Chloride:** This test by itself does not provide adequate information. However, as part of a multiphasic testing for electrolytes it can give an indication of acid-base balance and hydrational status.
- **Calcium:** This test is used to evaluate parathyroid function and calcium metabolism.
- **Phosphorus:** This test is used to measure serum phosphorus. An imbalance could indicate the possibility of any number of conditions.
- **Protein/Albumin/Globulin:** This test is used to assist in the detection of many diseases that affect blood proteins as a whole or one single fraction of protein.
- **Albumin/Globulin Ratio:** This test is used to evaluate renal disease and other chronic disease.
- **Bilirubin:** This test is used to evaluate liver function
- **Alkaline Phosphatase:** This test is used to detect and monitor liver and/or bone disease.

- **LDH (Lactic dehydrogenase):** This test measures the intracellular enzyme LDH which, when present in the blood, can support the detection of injury or disease.
- **AST (SGOT):** This test is used to evaluate the possibility of coronary occlusive heart disease or liver disease.
- **ALT (SGPT):** This test is used to identify liver disease and to distinguish between the liver and red blood cell hemolysis as the source of jaundice.
- **Iron:** This test is used to evaluate many disease including iron deficiency anemia and hemochromatosis.
- **Cholesterol:** This test is used to determine the risk of coronary heart disease (CHD) and hyperlipidemias.
- **Triglycerides:** This test is used to identify the risk of developing coronary heart disease or if fat metabolism disorders are suspected.
- **HDL Cholesterol:** This test measures alpha lipoprotein and is used to predict heart disease.
- **LDL Cholesterol:** This test measures beta lipoproteins and is used to predict heart disease.
- **Total Cholesterol/HDL Ratio:** This test is used to determine the risk for coronary heart disease.
- **Carbon Dioxide:**

Complete blood count (CBC) or hemogram and platelet count. This test series typically includes the following:

- **Red blood cell count**
- **Hemoglobin**
- **Hematocrit**
- **Red blood cell indices**
- **Mean corpuscular hemoglobin**
- **Mean corpuscular hemoglobin concentration**
- **Red blood cell distribution**
- **White blood cell count**
- **Differential count**
- **Platelet count**

Blood pressure

Medical history and lifestyle or behavioral questionnaire

The HRA will provide or will provide access to supplemental health education information tailored to the results of your screening. The purpose of this information is the same as noted above for the HRA in general.

The HRA will likely involve some form of goal-setting program to help participants achieve improved health and to encourage development of healthy habits. Individual goal-setting results will be reported directly to the participant and will NOT be provided directly to the City, except in a highly aggregated manner that does not enable the City determine the individual results for any individual participant.

The HRA will provide individual test results and individualized reports directly to the participant. Such information may only be provided directly to the participant's physician with the participant's approval and only as may be allowable under state and federal regulations.

Such information will NOT be provided directly to the City, except in a highly aggregated manner that does not enable the City to determine the individual results for any individual participant.

The opportunity to participate in the HRA will be provided at work on work time. In order to coordinate all employees and work crews, appointment times may be scheduled in conjunction with breaks or lunch periods, but each employee will still receive the same total amount of break time. Additionally, off-site locations will be available to address employees and spouses who were not at work or available at any of the scheduled periods.

The City will pay the cost of the HRA. The cost does not have a deductible and is not applied against the "Routine Exam" benefit. The City intends to administer the program through its current Third Party Administrator (TPA) to ensure a coordination of benefits, but the ability to do so may be limited by the choice of provider. The HRA or HRA program does not cover such tests or similar tests if performed by the participant's own physician.

The HRA does not include an illegal-drug screening component.

The HRA is to be provided "annually." It is recognized, however, that scheduling employees, spouses and providers; preparing and distributing results; and establishing a long-term HRA schedule may lead to timing issues such that the period of time between HRA's may vary, for example from as little as 9-10 months to as much as 14-15 months.

The level of HRA benefits shall be substantially equivalent to those set forth above. If, at some point in the future, the City no longer offers the HRA or the Interactive Health Solutions Health Risk Assessment is no longer available to the extent discussed above, the City shall compensate for differences between any new plan(s) and the existing plan thru offsetting contributions to a health savings account, flexible spending account, or other such similar mechanisms. If the City no longer offers an HRA all bargaining unit members shall be subject to the "With HRA" premium rates.

Letter of Understanding
Between
City of Franklin and the Franklin Professional Police Officers Association
Regarding Enhancements to the City of Franklin Employee Health & Welfare Benefit Plan, and
Miscellaneous Contract Adjustments
Incorporated as an Attachment to the 2009-2010 Contract Settlement

1. During the 2009-2010 contract negotiations the City and the Union mutually agreed to improvements to the City of Franklin Employee Health & Welfare Benefit Plan, which improvements will be incorporated into the Summary Plan Description. These improvements, which were effective 8/1/2010, include:

    1. Increase of routine benefit from $200/year to $500/year.
    2. Improvement of mammogram coverage to now cover mammograms in-network at 100% coverage 1 time per year beginning at age 40.
    3. Coverage of colonoscopies 1 time every 10 years (with at least 10 years between each surgery) beginning at age 50.
    4. Coverage for dental sealants on permanent molars for dependents under the age of 18.
    5. Implementation of an HRA program for full-time employees and their spouses. This benefit is 100% funded by the City.

2. Effective 8/1/2010 it was agreed that working days are 8.25 hours along with vacation days, holidays, sick days, etc. Employees sick leave, personal holiday, and vacation balances will be increased by a factor of .25 hours (divided by 8 hours and then multiplied by 8.25 hours).

3. The parties have agreed that in conjunction with the sick leave language change regarding payment for a doctor certification, the open grievance regarding doctor's certification will be dropped with prejudice.

4. Changes to Article X were made to reflect the actual practice that has occurred for over 30 years.

5. Execution and implementation of the 2009-2010 labor agreement to which this letter of understanding is attached is subject to execution and implementation of a subsequent 2011-2012 labor agreement as agreed to and provided for in the Tentative Agreement dated 7/8/2010.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw MMW		11/5/2013
REPORTS & RECOMMENDATIONS	**Approval of a Job Description for a Library Administrative Aide**	ITEM NUMBER G.6.

The Library Director, Rachel Muchin Young, has requested approval of a new job description for an Administrative Aide. The Personnel Committee reviewed the job description at their October 21st meeting and recommended its approval. The Library Board met on October 28th and recommended approval contingent upon approval of the Library Personnel Sub-Committee. The Personnel Sub-Committee will be unable to meet until after the November 5th Common Council meeting. As such, we would ask that the job description be approved pending their approval, and with the ability to correct any minor technical issues they may find.

The financial/accounts payable functions listed in the attached job description are currently being performed by our Circulation Supervisor, who is scheduled to retire by the end of November. The current salary range for the Circulation Supervisor is $43,605 - $52,672.

Although the Library Board and Library Director have the discretion as to whether the position is ever filled, the Common Council must approve the content and salary ranking of the job description as it is a Civil Service position. Human Resources believes the job has been ranked properly as a salary grade 11 (the position is ranked comparatively with the Finance Clerk position which handles accounts payable). The salary ranges for the recommended salary grade, and those above and below it, are shown below:

Non-represented Nonsupervisory	Salary Grade	Minimum	Midpoint	Maximum		Minimum Hrly Wage	MidPoint Hrly Wage	Maximum Hrly Wage
	9							
Cashier/Clerk Library Intern	10	$27,106	$30,525	$33,893		$13.0315	$14.6754	$16.2946
Finance Clerk	11	$29,221	$32,876	$36,557		$14.0484	$15.8056	$17.5754
	12	$31,491	$35,435	$39,377		$15.1399	$17.0359	$18.9312
Lead Cashier	13	$33,920	$38,203	$42,433		$16.3077	$18.3666	$20.4004
	14	$35,774	$41,154	$46,509		$17.1990	$19.7854	$22.3599

COUNCIL ACTION REQUESTED

Motion to approve the Job Description for Library Administrative Aide contingent upon approval by the Library Personnel Sub-Committee and incorporating any minor, technical issues they may find.

JOB DESCRIPTION

Position Title:	**Administrative Aide**
Department:	Library
Appointing Authority:	Library Dire ctor
Supervisor:	Library Director or Designee
Salary Level:	Grade 11
FLSA Status:	Non-exempt
Date Approved:	_____, Franklin Public Library Board of Trustees

GENERAL PURPOSE OF POSITION:

Under supervision of the Library Director, Administrative Aide provides clerical and administrative support.

HOURS OF POSITION:

Hours are scheduled with a work schedule which may vary from week to week. The number of hours scheduled is determined by the FTE approved for the position. This position may be scheduled to work normal business hours and any hours the Library is open for business (i.e., weekdays, evenings, Saturdays and Sundays).

FUNDAMENTAL JOB DUTIES AND RESPONSIBILITIES:

Essential Functions:

1. Provides clerical support for financial functions, including but not limited to: preparing accounts payable; reconciling daily cash receipts; preparing and making deposits; reconciling checking accounts.
2. Provides clerical support to the library, including but not limited to: drafting memos, word processing, maintaining files; ordering supplies; and preparing materials for copying and assembly.
3. Provides clerical and administrative services related to memorials and other donations.
4. Other duties as assigned by Library Director.

Occasional Functions:

1. Helps maintain book stacks, to include, reserves, over-dues, searching and shelf reading.

MINIMUM QUALIFICATIONS:

An Associate degree in accounting, administration or management with a minimum of one year previous work experience in an office setting, or equivalent combination of education and experience. Proven ability to accurately keyboard 40 words per minute with three or fewer errors. Valid Driver's License is required.

Business skills, including the ability to effectively multi-task and prioritize workload, work independently, and maintain strict confidentiality are required. Proven ability to use office technology including email, data management software packages, and Microsoft Office.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to communicate effectively with the public, staff, and vendors, verbally and/or in writing.
2. Skill in the operation of the following tools and equipment:
   Library computer system, calculator, scanner, photocopier, fax machine, personal computer, cash register, library security system and telephone.
3. Cash handling experience.

4. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

SUPERVISION RECEIVED: Works under the supervision of the Library Director.

SUPERVISION EXERCISED: None.

RESPONSIBILITY FOR PUBLIC CONTACT:
Daily contact requiring courtesy, discretion, and sound judgment.

LICENSING & CERTIFICATION: None.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk and hear. The employee is occasionally required to use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, walk and crawl.

The employee must occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in a library environment. The noise level in the work environment is usually quiet to moderate. Flexible work hours, including evening and weekends.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

I agree I have been given a copy of my current job description. I am aware that it is my responsibility to understand the duties expected of me. If I do not understand, I will discuss my duties with my supervisor.

_____ _____

Signature ***Date***

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