

# Greenwood Township Supervisors Board Meeting Agenda

**DATE: May 14, 2024 6:30PM**

**CALL TO ORDER** – Chair Roskoski

**PLEDGE OF ALLEGIANCE**

Meeting is being recorded for transcription and archival purposes

**ROLL CALL** - Chair Roskoski / Vice Chair Skubic/ Supervisor Gilbert/ Supervisor Stoehr/Supervisor Bassing / Treasurer Maus / Clerk Spicer

**PUBLIC COMMENTS**

**ADDITIONS/CHANGES TO AGENDA**

**Motion-** to accept Agenda. **Vote**

**Motion** -to approve minutes from April 9, 2024, meeting. **Vote**

**Note:** April 29, 2024, TAAS Special Meeting was cancelled

**TREASURER REPORT**

**Motion** -to approve Treasurer's Report. **Vote**

**Motion** -to approve Claims. **Vote**

**Motion** -to approve Payroll. **Vote**

**OLD BUSINESS**

1. Contract with Greenwood Community Recreation Board/Lake Vermilion Pickleball Association for construction of four new pickleball courts.
2. Ambulance agreement
3. Rd 4136

**NEW BUSINESS**

1. Request from Linda Smith to repaint walking trail sign, at no cost to the township.
2. Quote from Perpich TV for additional cameras.
3. Camera Policy.
4. Status of Township Policies:
  - a) Amended Standard Operating Guidelines for Fire Department.
  - b) Paid On Call Policy

**Organizational Statement/Standard Operating Guidelines (“SOGs”)  
Greenwood Township Volunteer Fire Department**

**Article I                      Name of the Organization**

Section 1.      The name of this organization shall be **Greenwood Township Volunteer Fire Department (“GTFD”)**.

**Article II                      Purpose of this Organization**

Section 1.      To organize and maintain a Volunteer Fire Department for the purpose of keeping the region fire control conscious, protecting life and property from destruction by fire, and fulfilling all contracts and mutual aid agreements. Fire Department responses include interior and exterior structural fire attacks, wildland fire response, motor vehicle accident fire and traffic control and extrication, emergency heli-pad operations, year-round search and rescue operations on land or water, and EMS responses within the Township at the EMR level. The GTFD members shall adhere to Awareness level training for HAZMAT/Harmful Physical Agent incidents and will notify the proper authorities in the event of a detected release.

**Article III                      Officers**

Section 1.      The officers shall consist of: Fire Chief, Assistant Fire Chief, Safety/Training Officer and Administrative Assistant.

Section 2.      For the selection of Fire Chief, a position posting shall be placed in the Fire Hall. To file for any officer position any applicant must submit an application outlining training history, education, meeting attendance, and call response. The Chief is to be approved by the Town Board of Supervisors’ with consideration given to the recommendation by the membership. The Chief has the right to appoint and provide background information (training history, education, meeting attendance, call response and recommendation by the membership) for the Assistant Chief, Safety/Training Officer, and Administrative Assistant with Town Board approval.

Section 3.      A vacant position shall be posted and a 30-day period shall be established for filing using the same process outlined in the above procedures. If several positions are open, the higher-ranking position shall be filled first.

Section 4.      The qualifications of the officers are set forth in detailed job descriptions.

**Article IV**

**Duties of the Officers**

- Section 1. The line officers of the Greenwood Township Volunteer Fire Department are the Chief, Assistant Chief, Safety/Training Officer and Administrative Assistant. The qualifications are set forth in their detailed job description. How each is chosen is set forth in Article III.
- Section 2. The Chief shall have control of the Department at all fires and drills, and shall be a member of all special committees formed.
- Section 3. The Assistant Chief will assist the Chief as needed and command the Department at all times in the absence of the Chief.
- Section 4. The Safety/Training Officer will observe that every member does their duty and is safe on scene or drill.
- Section 5. The Administrative Assistant shall call the roll on the return from all fires or alarms and at all meetings of the department, noting absences in the roster, keep an accurate record of the proceedings when assembled for business; give notice of all special meetings. *to clerk for posting*
- Section 6. In the absence of all officers, the senior member present shall assume full command.

**Article V**

**Membership**

- Section 1. The membership shall consist of a minimum of 10 members, and if the membership exceeds 25, a Safety Committee shall be established.
- Section 2. Membership shall be restricted to individuals 18 years of age or older and reside (permanently or seasonally) within 20 minutes of the Greenwood Township border.
- Section 3. The Fire Chief or his/her designee(s) will review the initial application which includes age, address, and reason for seeking position.
- Section 4. At the time the candidate submits the written application they will be advised that the Fire Department will conduct a background/reference check pursuant to Minn. Statute Section 299F.035. The candidate will provide the appropriate release to the Fire Department.
- Section 5. Prospective members shall be interviewed by the Chief and/or other Officers to determine dedication to the Fire Department and general suitability.

- Section 6. The Chief will inform the Town Board of new applicants and recommend qualified candidates for approval.
- Section 7. Subject to the discretion of the Town Board of the candidate, the Fire Department has primary responsibilities for performing such selection components as application review, reference/background checks and oral interviews. The Fire Department is also responsible for recommending candidates for final selection by the Town Board or its designee. The Town Board or its designee is considered the final appointing authority.
- Section 8. The new applicant will be required to take and pass a ~~standard Fire Department medical examination~~ and have a medical exam every two years at Greenwood Township expense. The Department will assure that all members who perform Interior Firefighting shall be medically fit for such duties and shall have on file a physician's certificate of fitness for any member with heart disease, epilepsy, or emphysema, as required by CFR1910.156(b)(2). ~~NOT Admin~~

## Article VI Training

- Section 1. The member will be required to attend NFPA 1001 and/or Emergency Medical Responder (EMR) training. The member who wishes to become an EMR will not be allowed to perform Emergency Medical Services until completion of the EMR training and certification. The Firefighter will be recommended to make a successful completion of the Firefighter I/II training within a period of 5 years. The cost of training and equipment will be provided by the Fire Department. The member is responsible for attending the necessary training and providing certificates of training to the department. New members or members that have not yet completed Firefighter I/II training will be given sufficient training by the Department so as to be able to proficiently perform any duties assigned to them, as defined by CFR 1910.156(c)(1-3). ~~NOT Admin~~

*FR/EMR*

- Section 2. ~~Members~~ will be trained at least annually on all elements of the previously listed types of responses so that they are proficient in performing related duties. Trainings will be held ~~each month~~ on various subjects. Training events specifically related to Interior Firefighting subjects will be held quarterly. All training events will consist of hands-on training and/or classroom training and will be directed by the Safety/Training Officer, utilizing Fire Department Instructors or other contract instructors.
- Section 3. The Safety/Training Officer shall maintain a list of members and their ongoing qualifications for duties listed herein. Interior Firefighters will designate they are approved for Interior Firefighting Operations by attaching a reflective strip with such designation to the back of their

helmets. It will also be the member's personal responsibility to understand the limits of their qualifications and to not accept any duties for which they have not completed adequate training.

POC  
Section 4. All training including other agencies, and yearly refresher courses must be approved by the Chief or Assistant Chief and only scheduled classroom time will be compensated at the normal run rate with classroom time verified by the instructor.

## **Article VII Attendance Requirement**

Section 1. Any member who shall be unexcused from more than 50% of meetings and drills and has not responded to at least two Fire Department calls during a calendar year is subject to a review by the officers. The Administrative Assistant shall inform the Officers of such, and if said member is unable to provide a valid reason for being absent, the Chief will forward said member's name to the town board for possible termination. Sickness, employment, or temporary absence from the region shall be deemed reasonable excuses.

Section 2. Any member unexcused and inactive (not attending any scheduled meeting or drill) for 6 consecutive months will be terminated from the Fire Department.

Section 3. Should a member be terminated he/she will be required to return all issued communication equipment and firefighting safety equipment (turnout gear, wildland firefighting gear) within 30 days of termination notice.

## **Article VIII Duties of Members**

Section 1. It shall be the duty of each member available to respond to every alarm of fire with as little delay as possible and use his/her best efforts in the discharge of the duties assigned to him/her by the officer in command and obey all orders within reason.

Section 2. All members are expected to attend all training and business meetings as well as active firefighting, except as stated in **Article VII** Section 2.

Section 3. It shall be the duty of every member answering a fire alarm or call to remain on scene and return to the station after the fire to help place the fire truck and equipment in a workable condition for future use unless excused by the officer in charge.

Section 4. No member shall take or loan any article from the station without the consent of the officer in charge.

Section 5. No member shall share the Department's keylock password with any Person.

Section 6. No Officer or member shall contract any debt in the name of the Department without the consent of same, except the Chief who is authorized to spend up to \$1,000.00 per expenditure without prior approval.

Section 7. ~~Without prior approval of the Chief, all audio and video recordings are prohibited by members of the Greenwood Township Volunteer Fire Department at any Fire Department training event, Fire Department emergency response (including medical responses), regular or special meeting of the Fire Department personnel, maintenance of Fire Department equipment, or any other event sponsored by the Fire Department. All members violating this policy are subject to disciplinary action including termination for failure to adhere to this policy.~~

## **Article IX                      Loss of Membership**

Section 1. Any member absent from more than 50% of meetings and drills in a calendar year, and two paged Fire Department calls in a 12-month period shall be subject to the provisions of **Article VII**, Section 1.

Section 2. Member may be granted a leave of absence for 6 months and not lose Membership.

Section 3. Any member desiring to resign must state his/her intentions in writing, giving reasons and submit to the Town Board for a vote to accept.

Section 4. Members expelled cannot be proposed for membership again within six months.

## **Article X                      Meetings**

Section 1. Monthly business meetings and drills will be held on the 1st and 3rd Tuesday of each month at 6:00 P.M.

Section 2. Notice of Special Meetings must be legally posted by the Town Clerk.

## **Article XI                      Duties at Meetings**

Section 1. If at least 5 members are present, they shall constitute a quorum and shall proceed with business, provided at least one of those present is an Officer. The senior Officer shall preside at all meetings.

Section 2. When there is not a quorum, it shall be the duty of any officer present or a willing member present in the absence of an officer to call the meeting to order, take roll call, mark the absentees and adjourn the meeting.

**Article XII Roll Call after a Fire**

Section 1. After an alarm of fire or drill, if the apparatus has been in service the roll call shall not be taken until the equipment has been checked and placed back into service. An excuse may be granted by the officer in charge.

**Article XIII Firefighter's Pension**

Section 1. Members of the Fire Department's pension will fall under the administration of the Public Employee Retirement Association of Minnesota (PERA). Fifty percent attendance and active participation of scheduled meetings/drills and responding to a minimum of two calls per calendar year are required for pension credit with PERA.

**Article XIV Rules of Order**

Section 1. Every member who shall wish to offer a motion or to speak upon any question shall rise and address himself/herself to the Chair (Chief), and shall not proceed further unless recognized by the Chair. When more than one person shall arise to address the meeting at the same time, the presiding officer shall name the person entitled to speak.

Section 2. No member shall be allowed to speak more than twice on the same topic without leave from the chair, no more than once in any case until every member desiring to speak on the pending question shall have spoken.

Section 3. All motions shall be recorded in the minutes.

Section 4. No motion shall be considered in order until it has received a second.

Section 5. When a motion is made and seconded, it is the duty of the presiding officer to propose it to the department. Until this is done, it is not a question before the department to be acted or considered in any manner. Consequently, it is not then in order for any member to arise, either to debate it or make any motion in regard to it whatsoever.

Section 6. When a motion is put, every member shall vote, either for or against the same unless such member shall abstain from voting.

Section 7. Members, in addressing the meeting, will confine themselves to the question under discussion and avoid personalities.

Section 8. A motion may be withdrawn by the member offering same, provided the same shall be done before a decision or amendment or any disposition thereof has been had or a vote taken thereof.

Section 9. No member shall be engaged in private conversation or discourse while a member is speaking, nor in any manner interrupt such member unless to call him to order.

Section 10. If a member is speaking out of order or otherwise transgresses the rules of the Department, an Officer or any member may call him/her to order, in which case the member so called shall immediately sit down unless permitted to explain.

#### **Article XV Amending of these SOG'S**

Section 1. Any minor amendments to these SOGs such as the permanent changing of a meeting or drill (date and time) shall require a motion and a second from the floor and pass by two thirds membership of the Fire Department in attendance.

~~Section 2. Any major amendments to these SOGs shall be voted on by the Fire Department membership and will require two thirds majority for passage. After which said amendment shall be proposed in writing and referred to the Town Board for adoption.~~

#### **Article XVI Driving Township Emergency Vehicles**

Section 1. No member shall drive any Fire Department equipment until trained and authorized to do so by Fire Department Officers. Each member shall operate apparatus in a safe and efficient manner. In an emergency or training situation, any Firefighter may drive if authorized by an Officer.

Section 2. Firefighters who lose their ability to legally operate a vehicle or are otherwise prohibited from operating a vehicle while on duty, no matter how temporarily must immediately report the situation to the Town Clerk and



Fire Chief and keep them informed of any changes thereafter. The Firefighter will not be allowed to operate a Department vehicle but will be allowed to respond to a fire call, provided they are able to perform all required functions of a firefighter.

Section 3. On Duty Violations and Accidents. The Fire Department expects persons driving on behalf of the Department will do so in a legal and safe manner. Any Firefighter that receives a citation for a moving violation or non-moving violation shall be solely and personally responsible for all consequences associated therewith, whether operating a Fire Department vehicle or a personal vehicle on Department business. Recognizing the many potential adverse impacts, any Firefighter that is involved in an accident while driving on Fire Department business—whether in a Fire Department or personal vehicle—must immediately report the incident to the Fire Chief and Town Clerk. The Fire Department will make a determination as to whether the accident requires corrective action with or by the individual. Such determination will generally be based upon the question of whether:

- a) a violation of this Policy contributed to the accident; or,
- b) the accident is an accident which resulted from the individual's negligence in which the driver failed to do everything they reasonably could have done to prevent it; or,
- c) the individual took appropriate action following the accident; or,
- d) if the individual had been involved in another on-duty vehicle accident within the past 24 months.

Section 4. Maintenance. All Firefighters that operate Fire Department owned vehicles and equipment are required to keep the interior and exterior of the vehicle in a neat and clean condition at all times; also to report any unsafe conditions, and the need for possible maintenance.

Section 5. Off-duty Driving. The Fire Department has determined that a Firefighter's driving activity off-duty is a strong indicator of that individual's On-Duty driving conduct. Firefighters may face disciplinary action if the Department finds that their off-duty driving conduct is putting the Department at risk. In making such determination the Department shall consider the following type of behavior to be cause for concern; however, the Department shall consider also the individual's performance history:

- a) Conviction of Driving Under the Influence (DUI).
- b) Conviction of death by vehicle, hit and run, fleeing or trying to elude a law enforcement officer, driving while suspended or revoked, or similar major driving offenses.
- c) Suspension or revocation of driving license.
- d) An overall driving history that reveals a pattern of convictions of traffic offenses; particularly with three or more moving violations.

Section 6. Seat Belts (Minnesota Statute 169.686 Seat Belt Use Required).  
All occupants riding shall be seated when vehicle is moving.  
All occupants riding in the department vehicles shall have seat belts on (buckled), preventing the occupant from injuring themselves in the event of a sudden stop or accident.

Section 7. Personal Vehicles. All Firefighters responding in a personal vehicle shall comply with all state statutes and laws, both when travelling to calls and responding to the fire hall. Firefighters shall only drive personal vehicles directly to calls in extreme circumstances. Firefighters shall bring appropriate turn-out gear if needed. Firefighters shall return to Fire Hall to sign in after call.

**Article XVII                      Emergency Response – Gear and Equipment**

Section 1.     Every Firefighter shall wear the complete turn-out gear issued by the Fire Department when responding to all emergency fire and/or rescue calls. Officers may give permission to remove turn-out gear at appropriate times. Turn-out Gear Includes:

- a) Bunker Coat
- b) Bunker Pants
- c) Boots
- d) Helmet with Eye Protection (chin strap under chin & earflaps down)
- e) Gloves
- f) Hood (either helmet earflaps shall be worn down or wearing of hood is required)
- g) ANSI Reflective Vest on ALL roadways
- h) Safety glasses when deemed necessary

Every Firefighter shall be responsible for general inspection and general cleaning of their own turn-out gear as outlined in NFPA 1851.

Section 2.     Medical Response, Turn-out Gear is not required but may be worn. Personal Protective Equipment (PPE) shall be worn. PPE may include gloves, masks, eye protection, and clothing

**Article XVIII                      Drug and Alcohol Policy**

Section 1.     A Firefighter who has consumed more than two drinks of alcoholic beverages in the previous four hours shall not respond to an emergency call. A Firefighter who has responded to an emergency call and is suspected of being under the influence of alcohol can be tested and have a Blood Alcohol Content (BAC) no greater than .04%.

Section 2.     Upon arriving at the fire hall in response to an emergency call, a Firefighter shall immediately inform the Fire Officer in charge of any of the following conditions:

- a) If the Firefighter has consumed alcohol during the preceding four hour period, and the amount consumed in that period.
- b) If the Firefighter is using any prescription medication, nonprescription medication that is labeled with a warning regarding drowsiness, driving, or operation of machinery, or drugs.
- c) If the Firefighter has used any illegal drugs during the preceding 24 hour period.

A Firefighter who fails to comply with this requirement is subject to disciplinary action up to and including termination.

Section 3.     A Firefighter who has consumed any alcohol in the proceeding four hour period, or who is using a prescription or non-prescription medication that is labeled with a warning regarding drowsiness, driving, or operation of machinery or who has used any illegal drugs during the preceding 24 hour period shall not perform any of the functions listed below, but instead shall be assigned to other duties.

- a) Drive any vehicle;
- b) Use SCBA;
- c) Enter a Structure Fire;
- d) Provide emergency medical assistance or first aid.

The Fire Officer in charge shall restrict the activities of any Firefighter as they deem appropriate if the Fire Officer in charge reasonably believes or suspects that the Firefighter may be unable for any reason to safely and properly perform the duties of a Firefighter. This applies even if the Firefighter is in compliance with the requirements of Paragraphs A through I of this policy.

Section 4. Any Firefighter who during an emergency response observes any indication that another Firefighter is under the influence of alcohol or drugs shall immediately report those observations to any officer. Such indications include the odor of alcohol on the breath, slurred speech, unsteady gait, or disorientation. After further investigation by the fire officer, the suspected Firefighter maybe subjected to a BAC or a Urine Analysis (UA).

Section 5. No Firefighter shall consume alcohol within the 8 hours prior to any scheduled meeting, training, or Fire Department event. In any case of a scheduled social event that may involve consumption of alcohol by a substantial percentage of the Fire Department members, the Fire Chief shall arrange in advance for emergency response by a neighboring department pursuant to the appropriate mutual aid agreement. Any Firefighter that has used any illegal or non-prescription drugs is subject to the Town of Greenwood drug policy.

Any Firefighter who fails to comply with these requirements is subject to disciplinary action.

## **Article XIX            Workers Compensation/Injured on Duty**

Section 1. Employees, as defined by the Minnesota Worker's Compensation Act, are

covered by Worker's Compensation Insurance. Worker's Compensation Insurance provides wage replacement and medical payment benefits to Town employees who become ill or injured as a result of performing their required work duties. Worker's compensation has two goals:

- a) To return employees to work as soon as possible.
- b) To bring employees back to work at or as close as possible to the same income they had prior to the injury.

If an employee is injured on the job, the following procedures shall be followed:

- a) The employee shall report the injury to his or her immediate supervisor as soon as possible and receive medical attention if the injury is serious. All injuries, no matter how insignificant, shall be reported to the employee's supervisor.
- b) The supervisor shall complete the Supervisor's Report of Accident and submit the report to the Town Clerk as soon as possible to avoid any delays in processing the claim. The Town Clerk shall complete a First Report of injury, establish a Town claim number, and submit a copy of all information to the Town's worker's compensation carrier.
- c) Any information, medical bills, or requests for reimbursement, shall be submitted to the Town Clerk to be made a part of the employee's workers compensation claim file for submittal to the Town's worker's compensation carrier.
- d) It is the employee's responsibility to keep his or her supervisor and the Town informed about the status of his or her medical condition and return to work date.

## **Article XX**

### **Criminal Offenses**

Section 1. All Firefighters are expected to remain law abiding. Recognizing the many potential adverse impacts, any Firefighter that is charged with any of the following criminal activities (referred to herein) must immediately report the incident to the Fire Chief and Town Clerk:

- a) All felonies
- b) All gross misdemeanors
- c) Any misdemeanors involving theft, fraud or dishonesty

Section 2. A criminal conviction may not automatically result in disciplinary action against the Firefighter. A determination by the Fire Department will be made regarding the direct relationship between the conviction and the employment position. The Fire Department may take disciplinary action against the Firefighter, up to and including dismissal, for criminal offenses which relate to the Firefighter's ability to perform their job, or which has or may create a present or future danger or risk to the Fire Department or public. By way of example, and not as an exclusive list, the following offenses will be considered as having a direct relationship to the employment position of a Firefighter:

- a) Crimes involving the use of alcohol and/or controlled or illegal substances;
- b) Assault and other violent crimes
- c) Crimes involving dishonesty (i.e. theft, fraud, forgery)
- d) Crimes involving illegally entering onto property owned by others (i.e. burglary, trespass, vandalism)
- e) Crimes involving tampering (i.e. tampering of public records or information, false reports to law enforcement, tampering with or fabricating of physical evidence)
- f) Crimes of a sexual nature

In determining whether disciplinary action is taken, the Fire Department may consider the individual's performance history and any competent evidence of sufficient rehabilitation.

**Special note:** This Operational Statement/Standard Operating Guideline document may be reviewed and changed at any time to better serve the Greenwood Township Fire Department and residents of Greenwood Township with Town Board approval.

Board Approval on 12-14-2021

Board Chairperson Mike Ralston

Clerk Debby Spicer

Greenwood Township  
Paid On Call (POC)  
Guidelines

**Greenwood Township Calls**

- Greenwood Fire Calls: includes fire, rescue, extrication, auto accidents and assistance to medical when requested. Responder needs to be a firefighter to respond. EMR's may respond as medical personnel to assist as needed for medical response. Their participation will be directed by command personnel.
- Greenwood EMR, Medical Calls: Responder needs to be an EMR to respond to a call. Firefighters are encouraged to respond to EMR calls for boat incidents, backboard lifting assistance, and traffic control.
- When responding to a Greenwood Fire call or EMR call, firefighters and EMR's must have and wear the appropriate safety gear that has been issued by the township for the nature of the call. EMR's must have with them and bring to the patient the jump kits issued to them regardless of number of EMR's on scene.
- Active participation in the call till released by command and the adherence to A, B & C above needs to be met in order to be reimbursed by the township for the call. If there are questions about the call, the officer in charge or the senior EMR ~~first responder~~ needs to confirm compliance.
- It is up to each individual to sign the incident report attendance-form. The form may be filled completed by signing the form in the fire station, ~~faxing/ in the signed form~~ or emailing the signed form to ~~confirm~~ indicate attendance. An officer in charge may also sign the form to vouch for another's attendance participation.
- ~~Meeting and Drill~~ paid on call will be received for in house training. EMR annual training to meet EMR bonus requirements and bi-annual certification refresher training required to maintain a current EMSRB certification may be scheduled by the individual EMR. Any additional training must be requested in writing and approved by the chief or assistant chief in writing. Only scheduled classroom time will be compensated at the normal run rate with classroom time verified by the instructor. Initial NFPA1001 and EMR certification classes require reading outside of the classroom time. This time will be compensated at a rate of one half hour for each hour spent in the classroom.

All firefighters and EMR's that wish to receive compensation for time worked must submit a completed incident report with a printed verification of class completion within 60 days of completing the class. Any submissions for pay after that time frame will be declined.

### **Meetings and Drills (Fire)**

- ~~Meetings consist of the 12 scheduled business meetings, in the station, for the benefit of the fire department.~~
- There are ~~12~~ 24 scheduled drills in the station for the benefit of training. Active participation in the training is required.
- 50% attendance or 12 18 of the 24 scheduled meetings and drills and active participation in the drills needs to be met to be eligible to receive a good time service credit / firefighter pension. ~~in order for reimbursement from the township.~~ Members must respond to ~~two~~ six (6) Fire Department calls during a calendar year.
- ~~Makeup drills can consist of documented (certificate of completion or officer sign off) in house, external or DVD, periodicals (Fire Engineering, Fire Chief or Fire House) or online training. Makeup drills can be only 3 of the scheduled 12 drills unless authorized by the Chief. Makeup drills may consist of instructor led classes that would not normally occur on a scheduled drill night.~~
- If a firefighter is enrolled in the NFPA 1001 FFI & FFII class, the classes will count as part of the 50% 75% attendance requirement and POC up to 12 drills.

### **Meetings and Drills (EMR)**

- ~~Meetings Trainings consist of 12 scheduled business meetings. Greenwood Township EMR's are required to attend 50% of Greenwood Townships Fire Department EMR trainings. ~~monthly business meetings.~~~~

EMR's are required to attend a minimum of six in house trainings at the Greenwood Townships Fire Department with Greenwood personnel.

- ~~EMR's have the option of attending and being paid for any approved training that qualifies and has written verification for monthly training with Tower Ambulance or Pike-Sandy, Virginia Fire department, Life flight or other established medical agency. These trainings must have written verification of completion and a completed incident report to be paid trainings. Paid outside training for EMR's shall not exceed up to 12 trainings in a given year. ~~with a minimum of 8 hours continuing education annually.~~~~



- To be eligible for the cash bonus ~~benefit pension~~ for a calendar year, a member EMR must respond to ~~three~~ six emergency calls in the first half of the year and ~~three~~ six emergency calls in the second half of the year. EMR's must also complete 8 hours of documented medical training each year.
- ~~Makeup drills can consist of documented (certificate of completion) or officer sign-off) by completing in house, external or DVD, periodicals (JEMS, Fire Engineering, Fire Chief) or online training. Makeup drills can be 3 of the scheduled 12 drills/meetings/refresher training.~~
- If an EMR is enrolled in an EMR ~~or First Responder class, the class it~~ will count toward attendance and POC. ~~up to 3 drills.~~

### Compensation for Paid on Call

- Fire Department personnel (firefighters and EMR's) will be paid \$10.00/hr for the first hour of all meetings, drills and training. Any meeting, drill or training that goes beyond the first hour will be paid at a rate of \$10.00/hr. paid on the ¼ hr.
- Fire Department personnel (firefighters and EMR's) will be paid \$20.00/hr. for the first hour of all calls. Any call that goes beyond the first hour will be paid at a rate of \$20.00/hr. on the ¼ hr.

### Pension

- Firefighters shall be eligible for a PERA service credit for a calendar year if such member has attended at least 75% ~~50%~~ of scheduled meetings and training events in the calendar year and has responded to a minimum of ~~two~~ six Fire Department calls during a calendar year.
- EMRs shall be eligible for a cash pension benefit in the amount of \$2000.00 for a calendar year if such member has attended ~~any~~ approved training that qualifies and has verification for eight hours annually, has attended 50% ~~twelve~~ of Greenwood Townships Fire Department EMR trainings ~~monthly business meetings~~, and has responded to a minimum of ~~six~~ twelve emergency calls in the calendar year.

Board Approval on 12/14/2021

Board Chairperson M. Ralston

# **GREENWOOD TOWNSHIP PERSONNEL POLICY**

**Adopted by the Greenwood Township board  
on July 11, 2017**



LAKE VERMILION  
**GREENWOOD TOWNSHIP**

3000 COUNTY ROAD 77 • TOWER, MN 55790 • PHONE: (218) 753-2231 • FAX: (218) 753-6006  
WEB: GREENWOODTOWNSHIPMN.COM • EMAIL: GREENWOODTOWNSHIP@FRONTIERNET.NET

## **INTRODUCTION**

### **Purpose**

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the Township of Greenwood. They should not be construed as contract terms. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the Township. These policies supersede all previous personnel policies.

Except as otherwise prohibited by law, the Township of Greenwood has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason. Employees will be designated as "at-will" employees.

### **Scope**

These policies apply to all employees of the Township. Except where specifically noted, these policies do not apply to:

1. Elected Officials;
2. Township Attorney;
3. Members of Township Boards, Commissions and Committees;
4. Consultants and Contractors;
5. Volunteers, except as specifically noted for paid per-call-firefighters.

If any specific provisions of the Personnel Policies conflict with any current union agreement or civil service rules applicable to the Township, the union agreement or civil service rules will prevail. Any policy or portion thereof, that does not conflict with a labor agreement, will remain in full force and effect and will continue to govern the actions of all covered employees. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

Departments may have special work rules deemed necessary by the supervisor and approved by the Town Board for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained and enforcement discussed with the employee by the immediate supervisor.

### **EEO Policy Statement**

The Township of Greenwood is committed to providing equal opportunity in all areas of employment, including but not limited to hiring, demotion, transfer, recruitment, selection, lay-off, disciplinary action, termination, compensation and selection for training. The Township of Greenwood will not discriminate against any employee or job applicant on the basis of race, color, creed, religion, national origin, ancestry, sex, sexual orientation, disability, age, marital status, status with regard to public assistance, or membership on a local human rights commission.

**Data Practices Advisory**

Employee records are maintained in a location designated by the Town Board. Personnel data is kept in personnel files, finance files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act.

**News Releases**

Formal news releases concerning municipal affairs are the responsibility of the Town Board. All media interviews must be approved by the Town Board before the interview. All contacts with the media should be reported to the Town Board as soon as practicable.

No Township employee is authorized to speak on behalf of the Township without prior authorization from the Town Board or his/her designee.

All news releases concerning Township personnel will be the responsibility of the Town Board.

## **TOWNSHIP WIDE WORK RULES & CODE OF CONDUCT**

### **Conduct as a Township Employee**

In accepting Township employment, employees become representatives of the Township and are responsible for assisting and serving the citizens for whom they work. Employees should exhibit conduct that is ethical, professional, responsive, and of standards becoming of a Township employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors.

The following are job requirements for every position at the Township of Greenwood. All employees are expected to:

- Perform assigned duties to the best of their ability at all times.
- Render prompt and courteous service to the public at all times.
- Read, understand and comply with the rules and regulations as set forth in these Personnel Policies as well as those of their departments.
- Conduct themselves with decorum toward both residents and staff and respond to inquiries and information requests with patience and every possible courtesy.
- Report any and all unsafe conditions to the immediate supervisor.
- Maintain good attendance.

### **Attendance & Absence**

The operations and standards of service in the Township of Greenwood require that employees be at work unless valid reasons warrant absence. In order for a team to function efficiently and effectively, employees must be on the job. Attendance is an essential function of every Township position.

Employees who are going to be absent from work are required to notify their supervisor as soon as possible in advance of the absence. In case of unexpected absence, employees should call their supervisor before the scheduled starting time. If the supervisor is not available at the time, the employee should leave a message that includes a telephone number where he/she can be reached and/or contact any other individual who was designated by the supervisor. Failure to use established reporting process will be grounds for disciplinary action. Departments may establish more specific reporting procedures.

The employee must call the supervisor on each day of an absence extending beyond one (1) day unless arrangements otherwise have been made with the supervisor. Employees who are absent for three (3) days or more and who do not report the absence in accordance with this policy, will be considered to have voluntarily resigned not in good standing. The Township may waive this rule if extenuating circumstances warranted such behavior. This policy does not preclude the Township from administering discipline for unexcused absences of less than three (3) days.

### **Access to and Use of Township Property**

Any employee who has authorized possession of keys, tools, cell phones, pagers, or other Township-owned equipment must register his/her name and the serial number (if applicable) or identifying information about the equipment with his/her supervisor. All such equipment must be turned in and accounted for by any employee leaving employment with the Township in order to resign in good standing.

Employees are responsible for the safekeeping and care of all such equipment. The duplication of keys owned by the Township is prohibited unless authorized by the Town Board. Any employee found having an unauthorized duplicate key will be subject to disciplinary action.

### **Appearance**

Departments may establish dress codes for employees as part of departmental rules. Personal appearance should be appropriate to the nature of the work and contacts with other people and should present a positive image to the public. Clothing, jewelry or other items that could present a safety hazard are not acceptable in the workplace.

### **Conflict of Interest**

Township employees are to remove themselves from situations in which they would have to take action or make a decision where that action or decision could be a perceived or actual conflict of interest. If an employee has any question about whether such a conflict exists he/she should consult with the Town Board.

### **Falsification of Records**

Any employee who makes false statements or commits, or attempts to commit, fraud in an effort to prevent the impartial application of these policies will be subject to immediate disciplinary action up to and including termination and potential criminal prosecution.

### **Submission of Required Documents**

Employees shall fill out and turn in any paperwork reasonably required by the Township to comply with state and federal employment laws, including W-4 forms.

### **Personal Telephone Calls**

Personal telephone calls are to be made or received only when truly necessary. They are not to interfere with Township work and are to be completed as quickly as possible. Any personal long distance call costs will be paid for by the employee. Please refer to the Cell Phone policy for information on use of cellular phones.

### **Political Activity**

Township employees have the right to express their views and to pursue legitimate involvement in the political system. However, no Township employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes. Further, any political activity in the workplace must be pre-approved by the Township to avoid any conflict of interest or perception of

bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.

**Smoking**

All Township buildings and vehicles, in their entirety, shall be designated as tobacco free, meaning that no person will smoke tobacco or other substances or use smokeless tobacco while in a Township facility or vehicle.

Smoking of any kind, including pipes, cigars, and cigarettes, and the use of chewing tobacco is prohibited for employees while on duty. Employees 18 and over are allowed to smoke only during their breaks and lunch, and only in areas designated for that purpose.

## Article III. DEFINITIONS

For purposes of these policies, the following definitions will apply:

### Section 3.01 Authorized Hours:

The number of hours an employee was hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors, and upon approval of the employee's supervisor.

### Section 3.02 Benefits

Privileges granted to qualified employees in the form of paid leave and/or insurance coverage

### Section 3.03 Benefit Earning Employees

Employees who are eligible for at least a pro-rated portion of Township provided benefits. Such employees must be year-round employees who work at least 20 hours per week on a regular basis.

### Section 3.04 Demotion

The movement of an employee from one job class to another within the Township, where the maximum salary for the new position is lower than that of the employee's former position.

### Section 3.05 Direct Deposit

As permitted by state law, all Township employees have the option to participate in direct deposit, if offered by the township.

### Section 3.06 Employee

An individual who has successfully completed all stages of the selection process including the training period

### Section 3.07 Exempt Employee

Employees who are not covered by the overtime provisions of the federal or state Fair Labor Standards Act

### Section 3.08 FICA (Federal Insurance Contributions Act)

FICA is the federal requirement that a certain amount be automatically withheld from employees' earnings. Specifically, FICA requires an employee contribution of 6.2% for Social Security and 1.45% for Medicare. The Township contributes a matching 7.65% on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., sheriff officers).

### Section 3.09 Fiscal Year

The period from January 1 to December 31



**Full-time Employee**

Employees who are required to work forty (40) or more hours per week year-round in an ongoing position

**Non-exempt Employee**

Employees who are covered by the federal or state Fair Labor Standards Act. Such employees are normally eligible for overtime at 1.5 times their regular hourly wage for all hours worked over forty (40) in any given workweek.

**Part-time Employee**

Employees who are required to work less than forty (40) hours per week year-round in an ongoing position

**Pay Period**

Pay periods for non-emergency personnel shall end at 11:59 p.m. on the last day of the month. Wages for non-emergency personnel shall be paid monthly through the last day of the month. Pay periods for emergency personnel shall end at 11:59 p.m. on the last day of March, June, September and December, provided the employee has entered into an agreement consenting to wages being paid quarterly. If no such agreement is in place, pay periods for emergency personnel shall end at 11:59 p.m. on the last day of the month. The Fire Chief and Administration Assistant shall be responsible for turning in emergency personnel hours reports to the Town Clerk by the 1<sup>st</sup> business day of the month.

**PERA (Public Employees Retirement Association)**

Statewide pension program in which all Township employees meeting program requirements must participate in accordance with Minnesota law. The Township and the employee each contribute to the employee's retirement account except for firefighters, in which case only the Township contributes to the employee's retirement once an employee has qualified for the annual retirement benefit.

**Seasonal Employee**

Employees who work only part of the year (100 days or less) to conduct seasonal work. Seasonal employees may be assigned to work a full-time or part-time schedule. Seasonal employees do not earn benefits or credit for seniority.

**Temporary Employee**

Employees who work in temporary positions. Temporary jobs might have a defined start and end date or may be for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule. Temporary employees do not earn benefits or credit for seniority.

**Training Period**

### Section 3.17 Training Period

A six-month period at the start of employment with the Township (or at the beginning of a promotion, reassignment or transfer) that is designated as a period within which to learn the job. The training period is the last part of the selection process.

### Section 3.18 Workweek

A workweek is seven consecutive 24-hour periods. For most employees, the workweek will run from Monday through the following Sunday. With the approval of the Town Board, departments may establish a different workweek based on coverage and service delivery needs (e.g., sheriff department, fire department, park and recreation department).

### Section 3.19 Pension

A firefighter shall be eligible for a PERA service credit for a calendar year if such a member has attended at least 4 hours of continuing education during each half of the year and has responded to a minimum of one emergency call in the first half of the year and on emergency call in the second half of the year.

An emergency responder shall be eligible for a cash pension in the amount of \$1500.00 for a calendar year if such member has attended at least 4 hours of continuing education during each half of the year and has responded to a minimum of one emergency call in the first half of the year and one emergency call in the second half of the year.

## **EMPLOYEE RECRUITMENT & SELECTION**

### **Scope**

The Town Board or a designee will manage the hiring process for positions within the Township. While the hiring process may be coordinated by staff, the Town Board is responsible for the final hiring decision and must approve all hires to Township employment. All hires will be made according to merit and fitness related to the position being filled.

### **Features of the Recruitment System**

The Town Board or designee will determine if a vacancy will be filled through an open recruitment or by promotion, transfer or some other method. This determination will be made on a case-by-case basis. The majority of position vacancies will be filled through an open recruitment process.

Application for employment will generally be made on application forms provided by the Township. Other materials in lieu of a formal application may be accepted in certain recruitment situations as determined by the Town Board or designee. Supplemental questionnaires may be required in certain situations. All candidates must complete and submit the required application materials by the posted deadline, in order to be considered for the position. The deadline for application may be extended by the Town Board.

Position vacancies may be filled on an "acting" basis as needed. The Town Board will approve all acting appointments. Pay rate adjustments, if any, will be determined by the Town Board.

### **Testing and Examinations**

Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test, or other appropriate job-related exam.

Internal recruitments will be open to any Township employee who: (1) has successfully completed the initial training period; (2) meets the minimum qualifications for the vacant position; and (3) currently is and for the past year has been in good standing with the Township.

The Town Board or designee will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process a candidate must meet the minimum qualifications.

### **Pre-Employment Medical Exams**

The Town Board or designee may determine that a preemployment medical examination is necessary to determine fitness to perform the essential functions of any Township position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

When a pre-employment medical exam is required, it will be required of all candidates who are finalists and/or who are offered employment for a given job class. Information obtained from the medical exam will be treated as confidential medical records.

When required, the medical exam will be conducted by a licensed physician designated by the Township with the cost of the exam paid by the Township. The physician will notify the Town Board or designee that a candidate either is or isn't medically able to perform the essential functions of the job, with or without accommodations and whether the candidate passed a drug test, if applicable. If the candidate requires accommodation to perform one or more of the essential functions of the job, the Town Board or designee will confer with the physician and candidate regarding reasonable and acceptable accommodations.

If a candidate is rejected for employment based on the results of the medical exam, he/she will be notified of this determination.

### **Selection Process**

The selection process will be a cooperative effort between the Town Board or designee and the hiring supervisor, subject to final hiring approval of the Town Board. Any, all or none of the candidates may be interviewed.

The process for hiring seasonal and temporary employees may be delegated to the appropriate supervisor with each hire subject to final Town Board approval. Except where prohibited by law, seasonal and temporary employees may be terminated by the supervisor at any time, subject to Town Board approval.

### **Background Checks**

All finalists for employment with the Township (i.e. those who will be interviewed) will be subject to a background check to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Except where already defined by state law, the Town Board will determine the level of background check to be conducted based on the position being filled.

### **Training Period**

The training period is an integral part of the selection process and will be used for the purpose of observing the employee's work and for training the employee in work expectations. Training periods apply to new hires, transfers, promotions and rehires. Training periods are six months in duration.

## **ORGANIZATION**

### **Job Descriptions**

The Township will maintain job descriptions for each regular position. New positions will be developed as needed but must be approved by the Town Board prior to the position being filled.

A job description is prepared for each position within the Township. Each job description will include: position title, department, supervisor's title, FLSA status (exempt or nonexempt), primary objective of the position, essential functions of the position, examples of performance criteria, minimum requirements, desirable training and experience, supervisory responsibilities (if any), and extent of supervisory direction or guidance provided to position. Good attendance and compliance with work rules and policies are essential functions of all Township positions.

Prior to posting a vacant position the existing job description is reviewed by the Town Board or designee and the hiring supervisor to ensure that the job description is an accurate reflection of the position and that the stated job qualifications do not present artificial barriers to employment.

A current job description is provided to each new employee. Supervisors are responsible for revising job descriptions as necessary to ensure that the position's duties and responsibilities are accurately reflected. All revisions are reviewed and must be approved by the Town Board.

#### **Assigning and Scheduling Work**

Assignment of work duties and scheduling work is the responsibility of the supervisor subject to the approval of the Town Board.

#### **Job Descriptions and Classifications**

Assignment of job titles, establishment of minimum qualifications, and the maintenance of job descriptions and related records is the responsibility of the Town Board.

## **HOURS OF WORK**

### **Work Hours**

Work schedules for employees will be established by supervisors with the approval of the Town Board. The regular work week for full-time office employees is five 8-hour days in addition to a lunch period, Monday through Friday, except as otherwise approved by the Town Board in accordance with the customs and needs of the individual departments. Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the Town Board of the hours and days worked.

Work hours for part-time employees shall be set by the employee's supervisor, or by the Town Board. The Town Board may, at its discretion, approve variable work hours or may grant the employee the privilege of determining when the assigned hours shall be worked.

### **Meal Breaks and Rest Periods**

A paid fifteen (15) minute paid break is allowed within each four (4) consecutive hours of work. An unpaid thirty (30) minute lunch period is provided when an employee works eight or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time or lunch time by saving these breaks.

Employees working in Township buildings will normally take their break at the place provided for that purpose in each building. Employees working out-of-doors will normally take their break at the location of their work. Employees whose duties involve traveling throughout the Township may stop along the assigned route at a restaurant or other public accommodation for their fifteen (15) minute break. Exceptions must be approved by the supervisor or Town Board.

Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the Town Board, on the use of meal breaks and rest periods.

### **Adverse Weather Conditions**

Township facilities will generally be open during adverse weather. Due to individual circumstances, each employee will have to evaluate the weather and road conditions in deciding to report to work (or leave early). Employees not reporting to work for reasons of personal safety will not normally have their pay reduced as a result of this absence. In the event the absence is deemed unjustified, Employees will be allowed to use accrued vacation time for any such absences..

Public works maintenance employees will generally be required to report to work regardless of conditions.

Decisions to cancel departmental programs (special events, recreation programs, etc.) will be made by the respective supervisor or the Town Board.

## **COMPENSATION**

Full-time and part-time employees of the Township will be compensated according to schedules adopted by the Town Board. Unless approved by the Town Board, employees will not receive any amount from the Township in addition to the pay authorized for the positions to which they have been appointed. Expense reimbursement or travel expenses may be authorized in addition to regular pay.

Compensation for seasonal and temporary employees will be set by the Town Board at the time of hire, or on an annual basis.

### **Paychecks**

Paychecks are issued once a month. Distribution of paychecks to Township employees is to be accomplished in a timely manner using accurate, consistent procedures. When paydays fall on a holiday, checks are normally issued the day before the holiday.

Paychecks will not be given to anyone other than the person for whom they were prepared, unless the person has a note signed by the employee authorizing the Township to give the other person the check. Checks will be given to the spouse, or another appropriate immediate family member, in the case of a deceased employee.

Employees are responsible for notifying Greenwood of any change in status including changes in address, phone number, names of beneficiaries, marital status, etc.

### **Direct Deposit**

As provided for in Minnesota law, all employees have the option to participate in direct deposit. Employees are responsible for notifying the Town Board of any change in status including changes in address, phone number, names of beneficiaries, marital status, etc.

### **Time Reporting**

Full-time, non-exempt employees are expected to work 40 hours per workweek and will be paid according to the time reported on their time sheets. To comply with the provisions of the federal and state Fair Labor Standards Acts, hours worked and any leave time used by non-exempt employees are to be recorded daily and submitted to payroll on a biweekly basis. Each time reporting form must include the signature of the employee and immediate supervisor. Reporting false information on a time sheet may be cause for immediate termination.

### **Overtime**

The Township of Greenwood has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The Town Board will determine whether each employee is designated as "exempt" or "non-exempt" from earning overtime. In general,



employees in executive, administrative and professional job classes are exempt; all others are non-exempt.

### **Non-Exempt (Overtime-eligible) Employees:**

All overtime-eligible employees will be compensated at the rate of time and one-half for all hours worked over 40 in one workweek. Vacation, sick leave and paid holidays do not count toward "hours worked".

The employee's supervisor must approve overtime hours in advance. An employee who works overtime without prior approval may be subject to disciplinary action.

Overtime earned will be paid at the rate of time and one-half on the next regularly scheduled payroll date.

## **PERFORMANCE REVIEWS**

An objective performance review system will be established by the Town Board or designee for the purpose of periodically evaluating the performance of Township employees. The quality of an employee's past performance will be considered in personnel decisions such as promotions, transfers, demotions, terminations and, where applicable, salary adjustments.

Performance reviews will be discussed with the employee. Employees do not have the right to change or grieve their performance review, but may submit a written response which will be attached to the performance review.

Performance reviews are to be scheduled on a regular basis, at least annually. The form, with all required signatures, will be retained as part of the employee's personnel file.

During the training period, informal performance meetings should occur frequently between the supervisor and the employee.

Signing of the performance review document by the employee acknowledges that the review has been discussed with the supervisor and does not necessarily constitute agreement. Failure to sign the document by the employee will not delay processing.

## **BENEFITS**

### **Retirement**

The Township participates in the Public Employees Retirement Fund (PERA) to provide pension benefits for its eligible employees. The Township and the employee contribute to PERA each pay period as determined by state law. Most employees are also required to contribute a portion of each pay check for Social Security and Medicare (the Township matches the employee's social security and Medicare withholding).

For information about PERA eligibility and contribution requirements contact Greenwood Township.

## HOLIDAYS

The Township observes the following official holidays for all regular full-time and part-time employees, but not for paid on-call emergency response employees:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter.

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for Township operations/facilities that are closed on holidays.

Full-time employees will receive pay for official holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday and first scheduled day immediately after the holiday. Any employee on a leave of absence without pay from the Township is not eligible for holiday pay.

Premium pay of 1.5 times the regular hourly wage for non-emergency response employees required to work on a holiday will be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

Employees wanting to observe holidays other than those officially observed by the Township may request either vacation leave or unpaid leave for such time off.

## **LEAVES**

### **Vacation Leave**

#### Vacation Leave Schedule

Years of Service	Annual Accrual
1 Year	5 Days
5 Years	10 Days
10 Years	15 Days
15 Years +	15 Days + 1 additional day per year to a maximum of 25 days

#### **Eligibility**

Full-time employees will earn vacation leave in accordance with the above schedule.

#### **Accrual Rate**

For the purpose of determining an employee's vacation accrual rate, years of service will include all continuous time that the employee has worked at the Township (including authorized unpaid leave). Employees who are rehired after terminating Township employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

#### **Earnings and Use**

After one year of service, vacation leave may be used as it is earned, subject to approval by the employee's supervisor. Vacation shall accrue on the first day of each month at the annual rate prorated through the most recent month of qualified employment.

An employee will not earn any vacation leave for any pay period unless he/she is employed by the Township on the last scheduled work day of the pay period.

Requests for vacation must be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the supervisor or Town Board. Vacation can be requested in increments as small as one hour up to the total amount of the accrued leave balance. Vacation leave is to be used only by the employee who accumulated it. It cannot be transferred to another employee.

Employees may accrue vacation leave up to a maximum of one-and-a-half (1-1/2) times the employee's annual accrual rate. No vacation will be allowed to accrue in excess of this amount without the approval of the Town Board. Accrued but unused vacation leave cannot be converted into cash payments except at termination.

Employees leaving Township employment in good standing will be compensated at their current regular rate of pay for all hours of vacation accrued and unused as of the date of separation.

### **Funeral Leave**

Employees will be permitted to use up to three (3) consecutive working days, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance.

The actual amount of time off, and funeral leave approved, will be determined by the supervisor or Town Board depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.).

### **Military Leave**

State and federal laws provide protections and benefits to Township employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year.

The leave of absence is only in the event the employee returns to employment with the Township as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the fifteen (15) day paid leave of absence. Employees on extended unpaid military leave will receive fifteen (15) days paid leave of absence in each calendar year, not to exceed five years.

Where possible, notice is to be provided to the Township at least ten (10) working days in advance of the requested leave. If an employee has not yet used his/her fifteen (15) days of paid leave when called to active duty, any unused paid time will be allowed for the active duty time, prior to the unpaid leave of absence.

Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.

Eligibility for continuation of insurance coverage for employees on military leave beyond fifteen (15) days will follow the same procedures as for any employee on an unpaid leave of absence.

### **Jury Duty**

Regular full-time and part-time employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation they receive for jury duty,

minus mileage reimbursement, to the Township in order to receive their regular wages for the period. Time spent on jury duty will not be counted as time worked in computing overtime.

Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible or will take accrued vacation or compensatory time to make up the difference.

Employees are required to notify their supervisor as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and pay form is completed by the Clerk of Court so the Township will be able to determine the amount of compensation due for the period involved.

Temporary and seasonal employees are generally not eligible for compensation for absences due to jury duty, but can take a leave without pay subject to department head approval. However, if a temporary or seasonal employee is classified as exempt, he/she will receive compensation for the jury duty time.

### **Court Appearances**

Employees will be paid their regular wage to testify in court for Township-related business. Any compensation received for court appearances (e.g. subpoena fees) arising out of or in connection with Township employment, minus mileage reimbursement, must be turned over to the Township.

### **Job Related Injury or Illness**

All employees are required to report any job-related illnesses or injuries to their supervisor immediately (no matter how minor). If a supervisor is not available and the nature of injury or illness requires immediate treatment, the employee is to go to the nearest available medical facility for treatment and, as soon as possible, notify his/her supervisor of the action taken. In the case of a serious emergency, 911 should be called.

If the injury is not of an emergency nature, but requires medical attention, the employee will report it to the supervisor and make arrangements for a medical appointment.

Worker's compensation benefits and procedures to return to work will be applied according to applicable state and federal laws.

### **Administrative Leave**

Under special circumstances, an employee may be placed on an administrative leave pending the outcome of an internal or external investigation. The leave may be paid or unpaid, depending on the circumstances, as determined by the Town Board.

### **Victim or Witness Leave**

An employee who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony is entitled to reasonable time off from work to attend criminal proceedings related to the victim's case. Such time off to attend court shall be paid if the Township is a party to the case. If the Township is not a party to the case, the Town Board may, but shall not be required to, provide for payment of such time off if the testimony is related to Township business.

### **Elections / Voting**

An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off without pay for purposes of serving as an election judge, provided that the employee gives the Township at least ten (10) days written notice.

All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote during the morning of election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues.

### **Regular Leave without Pay**

The Town Board may, in its discretion, authorize leave without pay for a period of time.

Normally employee benefits will not be earned by an employee while on leave without pay. If an employee is on a regular leave without pay and is not working any hours, the employee will not accrue (or be paid for) holidays, sick leave, or vacation leave. Employees who are working reduced hours while on this type of leave will receive holiday pay on a prorated basis and will accrue sick leave and vacation leave on a prorated basis based on actual hours worked.

Leave without pay hours will not count toward seniority and all accrued vacation leave must normally be used before an unpaid leave of absence will be approved.

To qualify for leave without pay, an employee need not have used all sick leave earned unless the leave is for medical reasons. (An employee absent for Parenting Leave is not required to use sick leave.) Leave without pay for purposes other than medical leave or work-related injuries will be at the convenience of the Township.

Employees returning from a leave without pay for a reason other than a qualified Parenting Leave, will be guaranteed return to the original position only for absences of thirty (30) calendar days or less.

Employees receiving leave without pay in excess of thirty (30) calendar days, for reasons other than qualified Parenting Leave, are not guaranteed return to their original position. If their original position or a position of similar or lesser status is available, it may be offered at the discretion of the Town Board subject to approval of the Town Board.

### **Light Duty/Modified Duty Assignment**

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the Town Board on a case-by-case basis. This policy does not guarantee assignment to light duty.

Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the Town Board. The Town Board reserves the right to determine when and if light duty work will be assigned.

When an employee is unable to perform the essential requirements of his/her job due to a temporary disability, he/she will notify the supervisor in writing as to the nature and extent of the disability and the reason why he/she is unable to perform the essential functions, duties, and requirements of the position. This notice **must** be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability. The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the Township's job description along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the Town Board.

The Township may require a medical exam conducted by a physician selected by the Township to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the Town Board whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis, light duty will not generally be approved beyond six months.

If the Township offers a light duty assignment to an employee who is out on worker's compensation leave, the employee may be subject to penalties if he/she refuses such work. The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty/modified work assignment may be discontinued at any time.



## SEXUAL HARASSMENT PREVENTION

### General

The Township of Greenwood is committed to creating and maintaining a work place free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964 and the Minnesota Human Rights Act.

In keeping with this commitment, the Township maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy prohibits harassment in any form, including verbal and physical harassment.

This policy statement is intended to make all employees sensitive to the matter of sexual harassment, to express the Township's strong disapproval of unlawful sexual harassment, to advise employees against this behavior and to inform them of their rights and obligations. The most effective way to address any sexual harassment issue is to bring it to the attention of management.

### Definitions

To provide employees with a better understanding of what constitutes sexual harassment, the definition, based on Minnesota Statute § 363A.03, subdivision 43, is provided: sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

- submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, public accommodations or public services, education, or housing; or
- submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, public accommodations or public services, education, or housing; or
- that conduct or communication has the purpose or effect of substantially interfering with an individual's employment, public accommodations or public services, education, or housing, or creating an intimidating, hostile, or offensive employment, public accommodations, public services, educational, or housing environment.

Examples of inappropriate conduct include but are not limited to: unwanted physical contact; unwelcome sexual jokes or comments; sexually explicit posters or pinups; repeated and unwelcome requests for dates or sexual favors; sexual gestures or any indication, expressed or implied, that job security or any other condition of employment depends on submission to or rejection of unwelcome sexual requests or behavior. In summary, sexual harassment is the unwanted, unwelcome and repeated action of an individual against another individual, using sexual overtones as a means of creating stress.

## Expectations

The Township of Greenwood recognizes the need to educate its employees on the subject of sexual harassment and stands committed to providing information and training. All employees are expected to treat each other and the general public with respect and to assist in fostering an environment that is free from unwanted harassment. Violations of this policy may result in discipline, including possible termination. Each situation will be evaluated on a case-by-case basis.

Employees who feel that they have been victims of sexual harassment, or employees who are aware of such harassment, should immediately report their concerns to any of the following:

1. Immediate Supervisor;
2. Town Board;
3. Town Board member.

In addition to notifying one of the above persons and stating the nature of the harassment, the employee is also encouraged to take the following steps:

1. Make it clear to the harasser that the conduct is unwelcome and document that conversation;
2. Document the occurrences of harassment;
3. Submit the documented complaints to your supervisor, Town Board, or any member of the Town Board. Employees are strongly encouraged to put the complaint in writing.
4. Document any further harassment or reprisals that occur after the initial complaint is made.

The Township urges that conduct which is viewed as offensive be reported immediately to allow for corrective action to be taken through education and immediate counseling, if appropriate.

Management has the obligation to provide an environment free of sexual harassment. The Township is obligated to prevent and correct unlawful harassment in a manner which does not abridge the rights of the accused. To accomplish this task, the cooperation of all employees is required.

The Township will take action to correct any and all reported harassment to the extent evidence is available to verify the alleged harassment and any related retaliation. All allegations will be investigated. Strict confidentiality is not possible in all cases of sexual harassment as the accused has the right to answer charges made against them; particularly if discipline is a possible outcome. Reasonable efforts will be made to respect the confidentiality of the individuals involved, to the extent possible.

Any employee who makes a false complaint or provides false information during an investigation may be subject to disciplinary action, up to and including termination.

**Retaliation**

The Township of Greenwood will not tolerate retaliation or intimidation directed towards anyone who makes a complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment. Any individual who retaliates against a person who testifies, assists, or participates in an investigation may be subject to disciplinary action up to and including termination.

- c) Personnel Policy.
  - i. Gun policy.
- d) Internal Control Document. (noted in March 2023 reorganization meeting)
- e) Capital Replacement Plan/Fund. (noted in March 2023 reorganization meeting)
- 5. Lawnmowing services for 2024.
- 6. Videotaping/broadcasting of Township Board Meetings.
- 7. Recruitment of Election Judges for Primary and General Elections
- 8. Schedule 1
- 9. Audit
- 10. Post all Board meetings audio on website
- 11. Data Practices Act

**SUPERVISOR REPORTS**

**Skubic** Road Supervisor  
Lodging Tax Board

**Bassing** Joint Powers and Recreation

**Gilbert** Grounds and Maintenance  
Broadband Liaison

**Stoehr** Noxious Weeds  
911 Assignment

**Roskoski** Ambulance Commission

**FIRE CHIEF REPORT**

- 1. New Hires
- 2. New job descriptions
  - Captain EMS.
  - Captain Fire.
  - Set Pay
  - Post positions
- 3. Interim personnel
- 4. Fire Boat Repairs
- 5. Fire engine repairs

**CLERK REPORT:** (Correspondence)

- 1. Appoint someone to set flag at half-staff when necessary.
- 2. Handling Hall/Pavilion deposits -deposit or return?
- 3. Correspondence

**MOTION TO ADJOURN**

**DATE: June 11, 2024 TIME 6:30 PM**

GREENWOOD TOWNSHIP SUPERVISORS BOARD MEETING  
MINUTES  
APRIL 9, 2024

**CALL TO ORDER:**

Chair Roskoski called the meeting to order at 6:30 PM.

**PLEDGE OF ALLEGIANCE**

Chair Roskoski lead the Pledge of Allegiance.

**ROLL CALL**

**Present:** Chair Roskoski, Vice Chair Skubic, Supervisor Gilbert, Supervisor Stoehr, Supervisor Bassing – 5 Supervisors, Treasurer Maus, Clerk Spicer

**Absent:** None

**PUBLIC COMMENTS:**

Chair Roskoski stated the public comment portion of the agenda is an opportunity for residents to comment. If the Administrative Guidelines are adopted later in the meeting, a ten-minute timeframe will be set for each resident. Chair Roskoski encouraged residents to call or email the supervisors during the month if they have questions.

Lee Peterson requests to be on the 4136 Road committee

Jeff Maus states he wants a policy for guns on premises.

**Motion** by Roskoski supported by Gilbert to put gun policy on Agenda for next meeting

- **5/0 Carried**

Sue Drobac said the sign by Manitou Park Rd should be taken down.

Joann Bassing stated the phrase "All motions are by Roll Call should be removed.

**Motion** by Roskoski supported by Bassing to remove All motions are by Roll Call to future Agendas - **5/0 Carried**

Joann Bassing, former Clerk, read a list of items that were reviewed during the transition of the Clerk duties to Debby Spicer. Joann Bassing also read an apology to Clerk Spicer and Chair Roskoski to apologize for her disruptive behavior during the Special Meeting held on March 27, 2024, and then accused both the Chair and Clerk of defaming her and the Treasurer because of financial information that was mentioned.

Chair Roskoski stated Tech Bytes found issues on the Clerk computer, including rules added to the email program to forward all incoming emails to the "Deleted Items" file, all emails were deleted and a program on that computer that allowed access to a remote computer was also deleted. Tech Bytes will check the Treasurer computer to see if any programs are his computer that authorized access to a remote computer.

Mike Ralston questioned the two payroll registers that were in the packet. Treasurer Maus stated he placed a payroll register for March on the desks that night. Chair Roskoski asked if the supervisors were prorated to March 20, 2024, when the new supervisors/clerk took

office, as Treasurer Maus had indicated would happen. Chair Roskoski stated she was not listed on the March register. A year ago, Ralston stated he was shorted on his last check, as the month was prorated when the new supervisors took office. He also questioned why Drobac and Lofquist's payroll checks for March for their supervisors pay were not the same. Droba said checks were never prorated before, but Clerk Spicer reminded her that hers wouldn't have been since she quit at the end of the month of August.

Chair Roskoski suggested that language be added to the administrative guidelines stating all supervisors pay will be prorated to the date when the new supervisors are sworn in after an election, so everyone is treated the same each year. Chair Roskoski asked Treasurer Maus to add the finance reports to the agenda when they are emailed out. The Clerk had entered receipts and claims that were sent with the packet. Treasurer Maus stated he prorated supervisors/clerk/treasurer to date of swearing in, March 20, 2024.

Chair Roskoski stated former Supervisor Sue Drobac had signed out 5 keys, but only returned in 2 keys. Ms. Drobac stated that is all she had.

Treasurer Maus is to put receipts, disbursements, payrolls ledgers and Schedule 1s in the packet. Chair Roskoski requested both the Clerk and Treasurer to include all their claim and receipt registers Schedule 1 reports in the emailed agenda packet in the future.

Supervisor Bassing asked the Clerk for a Schedule 1. Clerk Spicer stated a Schedule 1 from CTAS was included in the packet. Joann Bassing stated she prepared a Schedule 1 off the Excel system, and not the CTAS system and noted they have not matched in years on the CTAS system. Clerk Spicer stated she printed off the Schedule 1 from the CTAS accounting system and noted the CTAS reports matched at the end of 2021 before she left office. Chair Roskoski asked Joann Bassing if she told Clerk Spicer about the Excel Schedule 1 as it was not on the list she went over with the new Clerk. Joann Bassing stated she told her verbally.

#### **ADDITIONS/CHANGES TO AGENDA**

Clerk Spicer stated an additional variance and invitation for Greenwood Board to attend the Ambulance Commission on April 29, 2024, was added to the agenda under the clerk report.

Motion by Skubic, supported by Roskoski to accept the agenda, with additions. Vote 5/0 Carried.

Supervisor Bassing read several corrections regarding the supervisors that made and seconded the motions, and the order of the items in the minutes.

Supervisor Bassing read a list of changes to the minutes, including deleting the language stating that all motions will be by roll call vote, and correcting several motions and supports and the order of some of the motions.

**Motion** by Bassing, supported by Skubic to approve minutes from March 21, 2024 Reorganization meeting, with the corrections as noted by Supervisor Bassing. **Vote 5/0 Carried.**

Supervisor Bassing asked to amend the minutes from the March 27, 2024, Special Meeting, by removing the language that all motions will be by roll call.

**Motion** by Skubic, supported by Stoehr to approve minutes from March 27, 2024 Special Meeting, as amended by removing the roll call vote language. **Vote 5/0 Carried..**

Treasurer Maus asked to make an addition to the minutes from the Special Meeting held on March 27, 2024, stating he informed the body they were getting off topic and that one finance report was inaccurately titled "Treasurer".

**Motion** by Stoehr, supported by Bassing to amend minutes from the Special Meeting held on March 27, 2024, with the amendments suggested by Treasurer Maus.

Roll Call:

Yes: Stoehr, Bassing – 2

No: Roskoski, Skubic, Gilbert – 3

**Motion failed.**

### **TREASURER REPORT**

Treasurer Maus read the financial report as follows: Checking balance - \$154,907.56, Building Capital - \$122,455.01; Broadband - \$122,455.61; Trail - \$20,495.51; CD - \$252,400.

**Motion** by Roskoski, supported by Gilbert to request the Treasurer to provide a written monthly report with all fund balances in the emailed packet for all future meetings. **Vote 5/0 Carried**

Chair Roskoski stated Clerk Spicer submitted the Clerk's claims for March invoices, as they had not been entered in the CTAS program. It was noted that the Treasurer's claim list for the March invoices were approved at the March meeting. Chair Roskoski stated she would like the claims list from both the Clerk and Treasurer submitted at all future meetings, as it is required that they match.

**Motion** by Roskoski, supported by Skubic to approve the Clerk's March, 2024, claim register, in the amount of \$5,539.10.

Roll Call:

Yes: Roskoski, Skubic, Gilbert, - 3

No: Stoehr, Bassing – 2

**Vote 3/2 Carried.**

Meeting again interrupted with vulgarity by Conference call attendee. Attempted to mute caller.

Chair Roskoski stated the Treasurer submitted the April claims list just prior to the board meeting and the Clerk was not given the information to enter in the Clerk's system. Treasurer Maus stated the Clerks Disbursement report and his Claims report will not match, and that disbursements aren't necessarily claims. He further stated this is a new procedure for him and he will have to get up to speed on it. Clerk Spicer said Claims are disbursements and they should match. Maus insisted they will not match.

**Motion** by Stoehr, supported by Bassing, to approve the Treasurer's claims list dated 4/9/24, in the total amount of \$7,235.11. **Vote 5/0 Carried**

Roskoski asks Treasurer if there are any more reports. Maus stated he has the payroll, but that Roskoski had stated she would wait until next month and have her missing pay added on then just to get this done.

**Motion** by Stoehr, supported by Gilbert to approve Payroll register for March, 2024, with Supervisors Roskoski's prorated amount for March added to next months payroll. Supervisor Skubic questioned why the payroll amounts were different for Lofquist and Drobac, when they both left office on the same day. Treasurer Maus stated that it appears to be a mistake and Lofquist was shorted. The payroll will be dealt with later in the meeting.

**Motion** by Stoehr, supported by Gilbert to withdraw the previous motion and take action on the payroll later in the meeting. **Vote 5/0 carried.**

Supervisor Skubic questioned why the payroll amounts were different for Lofquist and Drobac, when they both left office on the same day. Treasurer Maus stated that it appears to be a mistake and Lofquist was shorted. The payroll will be dealt with later in the meeting.

### **OLD BUSINESS**

1. Annual Meeting:

- a) Establish dedicated road fund for monies collected from gas tax for the period 2015-2024 for Township Road 4136.

Bassing- reason that there wasn't a road fund as it was tasked by the residents at an annual meeting. Snow removal is considered maintenance. MAT has document TR15000 established snow and ice control policy, with sample Resolution, which has budgetary section for snow and ice removal from two sources - Town road and bridge levy, set by annual meeting, or coming from gas tax. So, snow removal is definitely maintenance.

According to MNDOT, vegetation removal is also maintenance. Brush, small trees removal (under 6" diameter). Rough estimate of what we already spent = around \$25,000.

Roskoski, another statute regulates the town road aid for construction, reconstruction and gravel maintenance that total \$34, 497.25. \$34497.25 from general fund

**Motion** by Roskoski, supported by Skubic to set up a dedicated fund and transfer funds from the General Fund, in the amount of \$34,497.25, for the town road aid funds that were received from St. Louis County for the period 2015-2024, to a dedicated fund for use on Township Road 4136. **Vote 5/0 Carried**

**Motion** by Gilbert, supported by Stoehr set up a separate dedicated account at the bank for the town road aid funds for township road 4136.

Yes: Roskoski, Skubic, Gilbert, Stoehr - 4

No: Bassing - 1

**4/1 Carried.**

**Motion** by Gilbert, supported by Skubic to approve March, 2024, payroll, with corrected amounts added for Chair Roskoski, in the amount of \$159.27 and an additional \$99 added to former Supervisor Barb Lofquist. **Vote 5/0 Carried.**

b) Contribution towards the construction of new pickleball courts on township property. Residents voted to contribute \$25,000 towards project at annual meeting.



**Motion** by Skubic, supported by Roskoski to contribute \$25,000 towards the new pickleball construction project on Greenwood Township property. **Vote 5/0 Carried.**

- c) Review portions of the Greenwood Walking Trail and determine plan to repair poor areas.

Lee Peterson stated the previous work was mostly done by volunteers. He stated the trail is in pretty good shape. Roskoski- Is there a supervisor that would take charge of this project and work with residents to determine a plan. Lee Peterson would work on it. Skubic-until it needs a major repair, leave it up to the residents to come back to us. David Farley stated it does need some work and some portions are dangerous. Skubic-Some residents get together and come back to the board in the near future with a plan.

**Motion** by Bassing, supported by Skubic to table the walking trail until the residents bring a recommendation on repairing the walking trail. **Vote 5/0 Carried.**

## 2. Resolution adopting Administrative Guidelines.

Chair Roskoski stated the Township Attorney reviewed the proposed guidelines and recommended removing the language in Item 9 regarding the retention of audio recordings and retain them per the Records Retention Schedule that Greenwood Township previously adopted. The Township Attorney also stated the board can make a recommendation on which accounting system to use, but cannot mandate them to use the CTAS system. Clerk Spicer read the proposed Resolution adopting Administrative Guidelines. As part of Exhibit A, it was noted that the current rental policy of the Town Hall and Pavilion policy had changed to a \$200 refundable deposit, if the property is left as it was.

**Motion** by Skubic, supported by Gilbert, to adopt Resolution No. 2-2024, A RESOLUTION ADOPTING ADMINISTRATIVE OPERATIONAL GUIDELINES FOR GREENWOOD TOWNSHIP, contingent upon updating the language regarding the Town Hall rental fees.

Yes: Roskoski, Skubic, Gilbert - 3

No: Stoehr, Bassing – 2

**Vote 3/2 Carried.**

## 3. Ambulance Vehicle Aid Donation Agreement between the City of Tower and Entities Served by the Tower Area Ambulance Service.

Chair Roskoski stated a revised "Ambulance Vehicle Aid Donation Agreement" was placed in the packet. The language in paragraph 3 was revised "for the purchase of ambulance vehicles" for continued operation of the TAAS. The Township Attorney said there is no need for an indemnification clause in the contract as it only related to the donation of funds to purchase ambulances for the continued operation of the TAAS.

We need to respect people that work in public safety field. Greenwood has the most calls within Tower ambulance service.

Supervisor Bassing stated the Township Attorney previously agreed that the agreements should include language to hold the township harmless and the \$1.66 transfer miles. Supervisor Skubic states a donation can be made without the indemnification clause. He was led to believe we could get an ALS system up here quickly and it appears it will be a while before that happens.

We need to pay for the services we are getting with the City of Tower. Paul Thompson states the seasonal population also receives the benefits of the ambulance service. Jeff Maus states there are great people on the Tower ambulance service and they need financial support. Called the Clerk/Treasurer Tower regarding the contract and the Council of Tower hasn't approved it yet. Bassing- wants to amend agreement to sign on, if all the other entities sign on.

**Motion** by Roskoski, supported by Gilbert to accept the agreement for the Ambulance Vehicle Aid Donation Agreement between the City of Tower and Entities Served by the Tower Area Ambulance Service for the years 2024, 2025, 2026 and authorize payment of the 2024 dues.

Discussion/input from numerous Supervisors and attendees and it was made clear this is only a donation.

Yes: Roskoski, Gilbert, Skubic-3

No: Stoehr, Bassing – 2

**3/2 carried.**

**Motion** by Bassing, supported by Stoehr to have a vote of no confidence in our Township Attorney.

Yes: Bassing, Stoehr - 2

No: Roskoski, Skubic, Gilbert – 3

**Motion failed.**

**Motion** by Bassing, supported by Skubic to appoint Chair Roskoski to the Ambulance Commission. **5/0 Carried.**

**Motion** by Roskoski, supported by to appoint Supervisor Gilbert as the Alternate to the Ambulance Commission. **5/0 Carried.**

2025 Budget.

Roskoski - Where are we at with the budget? Bassing stated the budget was presented at the annual meeting and reviewed by the board at the February meeting.

**Motion** by Roskoski, Gilbert to request Treasurer to prepare a Budget to Actual Report for the first quarter of 2024 for the May board meeting. **5/0 Carried**

### **NEW BUSINESS**

Supervisor Skubic stated he is working on getting the potholes fixed right now on Township Road 4136, Birch Point Extension. A committee can be formed later on to talk about short and long term goals.

**Motion** by Roskoski, supported by Skubic to table setting up a committee for Township Road 4136 until a future meeting. **5/0 Carried.**

1. Appoint Supervisor to work with Lake Vermilion Pickleball Association on construction Project.

Paul Thompson gave a presentation on the construction of the new pickleball courts and stated it would be more feasible to construct four courts, as originally proposed. After reviewing the snow plow issue, it was determined the snow could be pushed in the area where the recycling containers were placed in the past. Four courts could be built in 8,800 sq. ft. area, compared the three courts in the 10,000 sq. ft. square area. Chair Roskoski stated a contract will be prepared by the township attorney to allow the Greenwood Community Recreation Board/Lake Vermilion Pickleball Association to construct the new courts, at a cost not to exceed \$24,999. Greenwood Township will be added as an additional insured on the contractors insurance.

**Motion** by Skubic, supported by Gilbert to authorize Greenwood Community Recreation Board/Lake Vermilion Pickleball Association to move forward with the construction of four pickleball courts on Greenwood Township property, as presented.

Yes: Roskoski, Skubic, Gilbert, Stoehr – 4

No: Bassing – 1

**4/1 Carried.**

**Motion** by Roskoski, supported by Skubic to direct Chair Roskoski to work with the Township Attorney and the Greenwood Community Recreation Board/Lake Vermilion Pickleball Association to prepare a contract to build four pickleball courts on township property for no more than \$24,999. **5/0 Carried**

Appointment of Deputy Clerk

Clerk Spicer appointed Tammy Mortaloni as her Deputy Clerk.

**Motion** by Skubic, supported by Gilbert to authorize the Deputy Clerk to work additional hours along side Clerk to input financial data into Clerk's CTAS accounting program to balance with the Treasurer's CTAS program. **5/0 Carried**

2. Communication from St. Louis County regarding contract with Fire Protection Service Providers for 2025.

**Motion** by Gilbert, supported by Roskoski to approve the contract with St. Louis County for unorganized township fire protection services for 2025, in the amount of \$11,000. **5/0 Carried**

3. Bids for Township Parking lot.

Discussion was held on the bids received for the overlay of the Greenwood Township parking lot. Benchmark Engineering will be contacted to determine if the bids that were obtained were "sealed bids" or quotes and that the process was followed legally.

**Motion** by Skubic, supported by Gilbert to accept the low quote from Mesabi Bituminous, in the amount of \$99,800.00, for the mobilization, excavation, fabric, select granular borrow, class 5 on expanded area, milling 2" off remainder of lot, cleaning of lot, applying a tack coat, placing 3" bituminous paving, shouldering and pavement markings, contingent upon approval of the bid process by the Township Attorney. **5/0 Carried**

**Motion** by Gilbert, supported by Roskoski to table the status of the following township policies until the next meeting:

- a) Amended Standard Operating Guidelines for Fire Department.
- b) Personnel Policy.
- c) Internal Control Document. (noted in March 2023 reorganization meeting)
- d) Capital Replacement Plan/Fund. (noted in March 2023 reorganization meeting)

**5/0 Carried.**

**Motion** by Bassing, supported by Skubic to adjourn at 9:40 PM.

Yes: Skubic, Gilbert, Stoehr, Gilbert – 4

No: Roskoski – 1

**4/1 Carried**

**The next meeting will be held at 6:30 PM on May 14, 2024.**

5/14/2024 Account Balances 4/30/2024  
 treasurers report

Checking \$ 135,518.49

CD \$ 122,004.34

SAV \$ 415.27

TTL Bld/Cap \$ 122,419.61

CD \$ 19,996.52

SAV \$ 495.51

TTL Trail \$ 20,492.03

CD \$ 99,007.32

SAV \$ 88.60

TTL Broadband \$ 99,095.92

CD Jumbo CD \$ 252,772.10

\$ 630,298.15

MAY treasurers rpt 2024

Date Range : 5/14/2024 To 5/14/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
05/14/2024	Portable John	Invoice Number 28448	21952	\$140.70	100-41001-401-	GENERAL GOVERNMENT	\$140.70
05/14/2024	Lake Country Power	Electricity 4/17-3/17	21953	\$561.90	100-41001-381-	GENERAL GOVERNMENT	\$561.90
05/14/2024	Bob's Standard Service	Fire Dept Fuel #2 diesel	21954	\$105.57	100-42201-212-	Fire Protection	\$105.57
05/14/2024	Biss Lock Inc	Inv 17999 new keys	21955	\$78.00	100-41940-220-	General Government Buildings and Plant	\$78.00
05/14/2024	Courr & Ruppel, PLLP	Services Rendered 4.17.24	21956	\$397.50	100-41001-304-	GENERAL GOVERNMENT	\$397.50
05/14/2024	Debby Spicer	Miles MAT training Duluth , virginia public works	21957	\$172.86	100-41001-331- 100-41001-331-	GENERAL GOVERNMENT GENERAL GOVERNMENT	\$129.98 \$42.88
05/14/2024	Lois Riskoski	MAT training Duluth mileage	21958	\$129.98	100-41001-331-	GENERAL GOVERNMENT	\$129.98
05/14/2024	JoAnn Bassing`	Mileage, election food	21959	\$120.60	100-41001-312- 100-41001-331-	GENERAL GOVERNMENT GENERAL GOVERNMENT	\$40.20 \$80.40
05/14/2024	Range Office Supply	Inv#267899	21960	\$182.44	100-41510-203-	Treasurer	\$182.44
05/14/2024	The Y Store	fuel on 3.15.24 Tender 3 Jeff Maus Signed	21961	\$70.00	100-42201-212-	Fire Protection	\$70.00
05/14/2024	Timberjay Inc.	Inv #135610 elections ads	21962	\$91.25	100-41001-352-	GENERAL GOVERNMENT	\$91.25

Date Range : 5/14/2024 To 5/14/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
05/14/2024	Lakeview Cemetery	donation 2024 board action	21963	\$100.00	100-41001-490-	GENERAL GOVERNMENT	\$100.00
05/14/2024	Jeff Maus	cell phone april, Boat one repair part	21964	\$768.53	100-42201-321- 100-42201-404-	Fire Protection Fire Protection	\$50.00 \$718.53
05/14/2024	City of Tower	2024 Ambulance subsidy	21965	\$26,025.00	100-41001-490-	GENERAL GOVERNMENT	\$26,025.00
05/14/2024	Menards - Virginia	inv 32312,33910	21966	\$115.11	100-41001-221-	GENERAL GOVERNMENT	\$115.11
05/14/2024	Eagle Docks	inv #6178 spring 2024 boat lift place	21967	\$245.00	100-42201-403-	Fire Protection	\$245.00
05/14/2024	EO Johnson	Inv #1531533	21968	\$38.97	100-41001-202-	GENERAL GOVERNMENT	\$38.97
05/14/2024	Grubens Marina	Invoice # 1039 2024 dockage boat 1	21969	\$2,050.00	100-42201-412-	Fire Protection	\$2,050.00
05/14/2024	Vermilion Property Service, Inc.	Invoice #5917,5948	21970	\$2,550.00	100-41001-228-3 100-41001-229-4	GENERAL GOVERNMENT GENERAL GOVERNMENT	\$1,800.00 \$750.00
05/14/2024	MATT	CLC for 3/1/2023-6/30/2024 inv 7747	21971	\$1,361.00	100-41001-361-	GENERAL GOVERNMENT	\$1,361.00
05/14/2024	Minnesota Association of Townships	SPRING SHORT COURSE	21972	\$150.00	100-41110-308-	Council/Town Board	\$150.00
05/14/2024	Minnesota Telecommunications	internet service inv#10681	21973	\$48.00	100-41001-326-	GENERAL GOVERNMENT	\$48.00

Date Range : 5/14/2024 To 5/14/2024

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
05/14/2024	Frontier Communications	Account Number 218-753-2231-012881-2 Billing Date 4/25/24	21974	\$301.19	100-41001-321-	GENERAL GOVERNMENT	\$301.19
05/14/2024	Craig Gilbert	miles to menards	21975	\$36.18	100-41001-331-	GENERAL GOVERNMENT	\$36.18

**Total For Selected Claims \$35,839.78 \$35,839.78**

Barbara M Loftquist Town Supervisor Date

John J Bassing Chair, Town Supervisor Date

Paul R Skubic Town Supervisor Date

Robert Stoehr Town Supervisor Date

Suzanne M Drobac Vice Chair, Town Supervisor Date



Fund Name: All Funds

Date Range: 04/11/2024 To 05/11/2024

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
04/30/2024	Frandsen Bank	161701	Interest earned checking	(04/30/2024) -	N	Interest Earning	100-36210-8	\$ 158.69
<b>Total for Selected Receipts</b>								<b>\$ 158.69</b>
								<b>\$ 158.69</b>
								<b>\$ 158.69</b>

Personnel	Hours	Reg	OT	Earnings	Gross
<b>Bassing, JoAnn M</b> Associate ID: A11C0019N File #: 000160 Rate: 2,316.5900	18.25			273.75	273.75
<b>Bassing, JoAnn M</b> Associate ID: A11C0019N File #: 000161 Rate: 15.0000	Toll Hrs Worked:				
<b>Bassing, John J</b> Associate ID: G0C5IEGYG File #: 000151 Rate: 411.4400				400.45	
<b>Desoloda, David</b> Associate ID: 48KYCDBVT File #: 000102 Rate: 15.0000	4.50			67.50	167.50
<b>Drobac, Suzanne</b> Associate ID: GAH05S4V2 File #: 000105 Rate: 383.0200	4.00			100.00	247.20
<b>Drobac, Suzanne</b> Associate ID: GAH05S4V2 File #: 000163 Rate: 15.0000	14.00			210.00	210.00
<b>Edmunson, Brenda Ann</b> Associate ID: WROWWSFW6 File #: 000175 Rate: 15.0000	4.50			67.50	142.50
<b>Gilbert, Craig</b> Associate ID: 5K3CFNW80 File #: 000111 Rate: 15.0000	3.00			75.00	
<b>Horthan, Julie J</b> Associate ID: 6EH4PPRUR File #: 000162 Rate: 15.0000	1.00			15.00	163.20
<b>Lepper, Colleen</b> Associate ID: B45TFUODA File #: 000117 Rate: 15.0000	8.50			127.50	127.50
	11.75			176.25	176.25
	Toll Hrs Worked:				

Personnel	Hours	Reg	OT	Earnings	Gross
<b>Lotquist, Barbara</b> Associate ID: J1Y3CFDD File #: 000118 Rate: 383.0200	3.75			56.25	148.20
<b>Lotquist, Barbara</b> Associate ID: J1Y3CFDD File #: 000164 Rate: 15.0000	3.75			56.25	56.25
<b>Loygren, Kathryn</b> Associate ID: QR1SSLY89 File #: 000119 Rate: 15.0000	31.75			476.25	476.25
<b>Lundstrom, Leanne R</b> Associate ID: MITZBB8H File #: 000148 Rate: 15.0000	23.50			352.50	352.50
<b>Maus, Carol</b> Associate ID: 1ZA9N0PB File #: 000121 Rate: 15.0000	28.00			420.00	420.00
<b>Maus, Jeffrey</b> Associate ID: NSQDW71ZR File #: 000122 Rate: 15.0000	3.00			45.00	170.00
<b>Maus, Jeffrey</b> Associate ID: NSQDW71ZR File #: 000149 Rate: 25.0000	5.00			125.00	
<b>Maus, Jeffrey</b> Associate ID: NSQDW71ZR File #: 982.5000				962.50	962.50
<b>Maus, Jeffrey</b> Associate ID: NSQDW71ZR File #: 000166 Rate: 798.1900	6.00			90.00	798.19
<b>Milbridge, Eric</b> Associate ID: 39CFH2O2L File #: 000123 Rate: 15.0000	13.00			195.00	195.00
<b>Mueller, Joan</b> Associate ID: 1EGDPYCB4 File #: 000165 Rate: 15.0000	4.00			60.00	60.00
<b>Nelson, Peggy</b> Associate ID: GPNKSH94N File #: 000129 Rate: 15.0000					
	Toll Hrs Worked:				

Personnel	Hours	Reg	OT	Earnings	Gross
<b>Nye, Amber Dawn</b> Associate ID: EDX74970I File #: 000167 Rate: 252.3900	1.25			18.75	252.38
<b>Pollano, Rodney</b> Associate ID: E9P4EAOFF File #: 000131 Rate: 15.0000	2.00			60.00	18.75
<b>Ruoho, Misty E</b> Associate ID: 6G7NCEISY File #: 000171 Rate: 30.0000					60.00
<b>Skubler, Paul</b> Associate ID: TNYBZRLNS File #: 000136 Rate: 383.0200					383.02
<b>Spicer, Debby</b> Associate ID: LUSJRR6F7 File #: 000137 Rate: 2,316.5900	28.00			420.00	896.76
<b>Stoehr, Robert</b> Associate ID: VEHNE4F4V File #: 000150 Rate: 383.0200	4.50			67.50	383.02
<b>Strong, Kristal</b> Associate ID: L8Z1DBI7B File #: 000141 Rate: 15.0000	6.00			150.00	217.50
<b>Tranchett, Brian</b> Associate ID: 05HISGZYS File #: 000143 Rate: 15.0000	2.50			37.50	37.50
<b>Villebrun, McKenna B</b> Associate ID: M7JHEGXW8 File #: 000170 Rate: 15.0000	2.00			50.00	434.24
	9.00			225.00	
<b>Dept. Total</b>	Reg Hours 3			6,740.36	0.00
<b>None</b>	OT Hours 4			Earnings 3	Gross 0.00

Earnings Analysis  
Memo Analysis ERP  
Statutory Ded. Analysis MN

**GREENWOOD TOWNSHIP  
ST. LOUIS COUNTY  
STATE OF MINNESOTA**

**CONTRACT FOR CONSTRUCTION OF PICKLEBALL COURTS**

This agreement is made and entered into this \_\_\_\_\_ day of May, 2024, between **Greenwood Township**, St. Louis County, Minnesota, a political subdivision of the State of Minnesota, hereinafter referred to as "Town", and **Lake Vermillion Pickleball Association** located at \_\_\_\_\_, hereinafter referred to as "Contractor."

In consideration of the mutual promises and agreements hereinafter set forth, and intending to be legally bound, the parties do hereby agree as follows:

1. **Service(s) Provided.** Contractor, for and in consideration of the payment or payments herein specified and by the Township to be made, hereby covenants and agrees to furnish all materials, all necessary tools and equipment, and to do and perform all the work and labor necessary to construct four pickleball courts ("Project") in the location shown on the attached Exhibit A and according to the specifications attached hereto as Exhibits B, C, D, E and F for a price of \$24,999, \$24,000 of which is to be paid by the Town to the Contractor upon installation of the pavement for the pickleball courts with the other \$999 payable upon installation of fencing, nets and paint. The Parties acknowledge that said payment to Contractor includes any applicable sales tax for services performed.

No claim for extra work done by the Contractor will be made by the contractor or allowed by the Township, nor shall the Contractor do any work not covered in the proposal submitted, unless the Town Board orders such work in writing. Any such work, which may be done by the contractor without such written order first being given, shall be at the contractor's own risk and expense. When any extra work is ordered by the Town Board to be done, the Contractor shall do such work for the actual cost thereof; and when any alteration of plans is ordered by the Town Board, the Contractor agrees to perform the work as altered and if such alteration shall reduce the cost of doing such work, the actual amount of such reduction in cost shall be deducted from the contract price for the work.

Contractor further agrees to pay all laborers employed, and all subcontractors in and about the performance of this Agreement, and for all by them so performed, but in case the Contractor shall fail so to pay and to satisfy every and all claims and demands for labor as aforesaid, the Township may apply the monies due and coming to the Contractor under this Agreement toward paying and satisfying such claims and demands, and the Township is also herewith given the right to apply monies due and coming to the Contractor hereunder towards paying any indebtedness or claim heretofore accrued or which may hereafter come due to the Township from the Contractor on any account whatsoever, and the amount of such payments shall be charged against the balance due the Contractor hereunder.

2. **Performance and Specifications.** Contractor shall perform all services directly or indirectly required under this Agreement in a good and workmanlike manner consistent with industry standards and according to the specifications and performance standards established by Town, if any. Contractor may subcontract any portion or all of said work to be performed under this Agreement. All materials used or supplied under this Agreement shall be of first quality and meet the specifications established by Town. Town has the right to inspect and may reject any services provided by Contractor under this Agreement that, in the Town's determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

3. **Term.** The contractor agrees to commence the work as herein provided for, at the earliest practicable date, and in any event not later than \_\_\_\_\_, 2024 and to prosecute the same diligently and without delay and to have the work entirely completed in every respect to the satisfaction and approval of the Town Board on or before \_\_\_\_\_, 2024.
4. **Insurance.** Contractor, or contractor's subcontractor's if the work required under this Agreement is subcontracted to a third party, shall maintain during the entire term of this Agreement the following insurance coverage and provide Town a certificate of insurance showing such coverage before providing any services under this Agreement: (1) Commercial general liability insurance coverage with a policy limit of at least \$1,500,000 per occurrence; (2) Business automobile liability coverage with liability limits of at least \$1,500,000; and (3) Workers' compensation insurance. If Contractor/subcontractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance, Contractor/subcontractor may provide a written statement of exemption specifying the particular provision of Minn. Stat. §176.041 that exempts Contractor from having to carry such coverage.
5. **Indemnification, Hold Harmless, and Duty to Defend.** Any and all claims that arise or may arise against Contractor, its agents, servants, or employees as a consequence of any act or omission on the part of the contractor or its agents, servants, or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the Town. Contractor shall indemnify, hold harmless, and defend the Town, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the Town, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Contractor, its agents, servants or employee, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the Town of any statutory limits or immunities from liability.
6. **Warranty.** Contractor warrants all work performed under this Agreement and accepted by Town shall be constructed to industry standards for pickleball courts.
7. **Independent Contractor.** Contractor acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Town and Contractor. No employee related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from Town and shall not be eligible for workers' compensation or unemployment benefits. Contractor shall at all times be free to exercise initiative, judgment, and discretion in how best to perform or provide the services identified herein.
8. **Payment.** No claim for payment by Contractor shall be paid unless it is detailed and otherwise in compliance with the claim requirements of Minn. Stat. §§ 471.38; 471.391; and any other applicable law. Before paying a claim that involved the use of materials or labor supplied by someone other than the Contractor, the Town may require Contractor to supply proof of payment for such materials or labor. Claims for payment will be audited, reviewed and processed for payment by the Greenwood Town Board during the next regularly scheduled monthly town meeting after a claim is submitted.
9. **Default.** The occurrence of any of the following shall constitute default by Contractor: (1) failure to adequately perform or deliver the required services; (2) failure to follow the specifications or standards established by this Agreement; (3) failure to perform or complete the services in a timely fashion as established by the Town; (4) failure to provide the required insurance documents acceptable to Town before starting any work;

(5) bankruptcy; (6) making a material misrepresentation; (7) persistently disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; (8) failure to make satisfactory progress towards completion of this Agreement; or (9) failure to perform any other material provision of this Agreement. Upon default of this Agreement by Contractor, Town may withhold any payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of Town. Further, if the Contractor is in default of the Agreement, the Town may terminate the contract upon ten (10) day's written notice. Failure to terminate or act against any breach of this contract shall not be deemed a waiver or acceptance of such breach by the Town.

10. **Remedies.** Default or breach of this Agreement by Contractor shall entitle Town to seek remedies under law and as provided by this Agreement. In the event this Agreement is terminated by reason of default by Contractor, Town may recover from contractor the necessary costs of termination, including but not limited to, administrative, and legal costs. Except when caused by uncontrollable circumstances, if Contractor fails to meet any performance deadlines established by this Agreement, or fails to perform in accordance with the specification, terms, and conditions of this Agreement, Town shall have the right to purchase the services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from Contractor is complete. Town may deduct as damages from any money due or coming due to Contractor the differences between Contractor's price and the higher price or the costs of temporary items. Town may require Contractor, at Contractor's sole expense, to re-perform any items of work provided for in this Agreement that do not meet the established specifications, standards, or Town directives.

Any remedies available to Town are cumulative and not exclusive. The seeking or exercising by Town of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Agreement.

11. **Modifications.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by Town and Contractor.
12. **Legal Compliance.** Contractor shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which Contractor is responsible. Contractor shall procure, at Contractor's expense, all permits, licenses, or other rights required for the provision of the services contemplated by this Agreement.
13. **Subcontracting.** Contractor may subcontract for performance of any services contemplated under this Agreement. No subcontractor may perform any work under this Agreement without first providing Town certificates of insurance showing all of the coverage required in section 4 of this Agreement. Contractor shall be responsible for the performance of all subcontractors. Contractor shall pay the subcontractors for undisputed services provided by them within 10 days of receiving payment from the Town.
14. **Minnesota Law Governs.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
15. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

16. **Termination.** Town may terminate this agreement, with cause, upon 30 days written notice to Contractor.
17. **Legal Compliance.** Contractor shall abide by all federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which Contractor is responsible.
18. **Permits.** Contractor shall procure, at its own expense, all permits, licenses, or other rights required for the provision of the services contemplated by this Agreement. Contractor shall inform Town of any changes in any of the above permits, licenses, or other rights issued within five days of occurrence. If a permit or permission must be obtained by Town before Contractor can perform services under this Agreement, Contractor shall immediately notify Town of this need and shall assist Town as needed to obtain the permit or permission.
19. **Violations.** Any violation of federal, state, or local laws, statutes, ordinances, rules or regulations, as well as loss of any applicable license, permit, or certification by Contractor shall constitute a material breach of this Agreement, regardless of the reason and whether or not intentional, and shall entitle Town to terminate this Agreement upon delivery of written notice of termination to Contractor. Notwithstanding any other provision of this Agreement, such termination shall be effective as of the date of such violation, failure, or loss.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

**Greenwood Township**

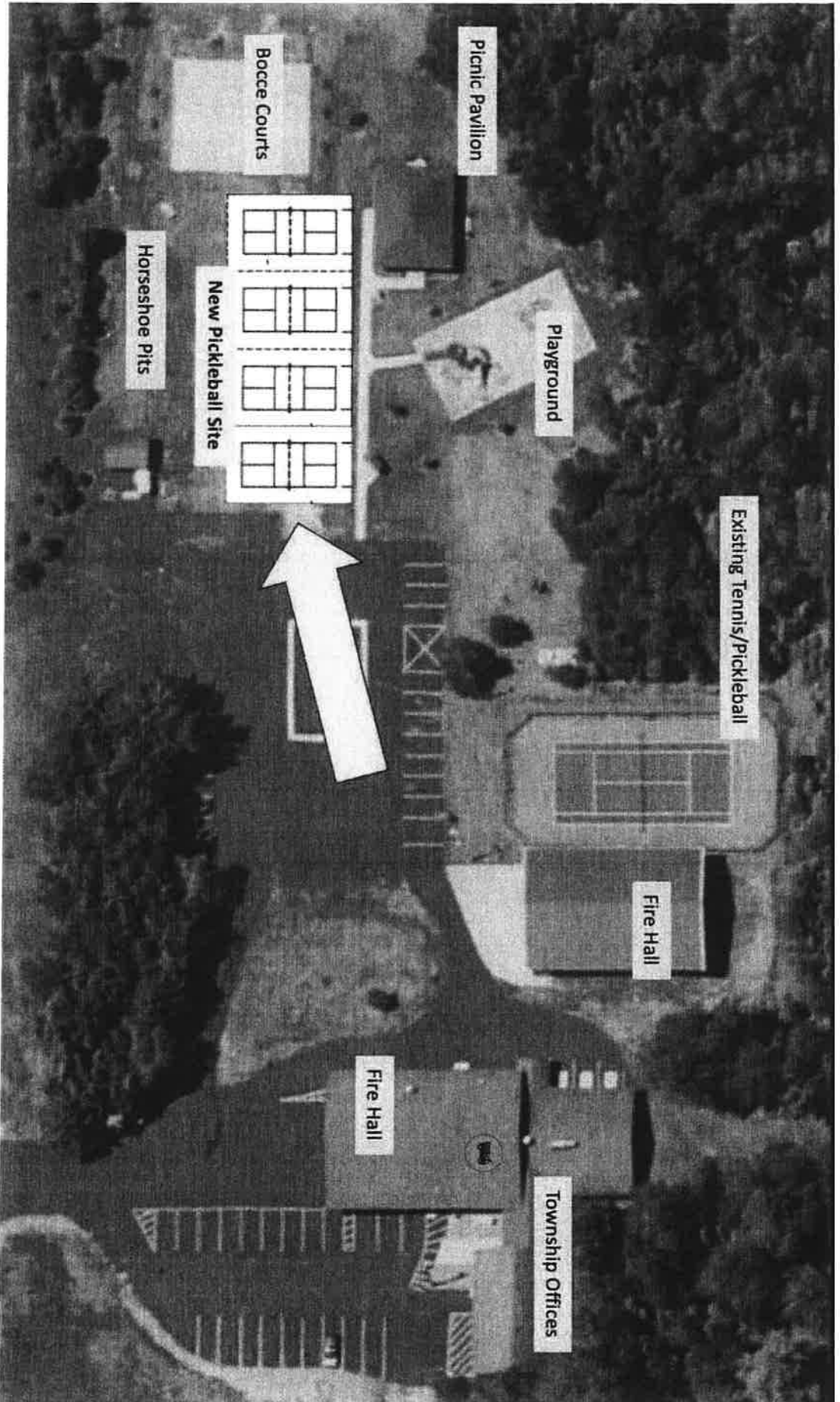
**Lake Vermillion Pickleball Association**

\_\_\_\_\_  
Lois Roskoski, Chairman

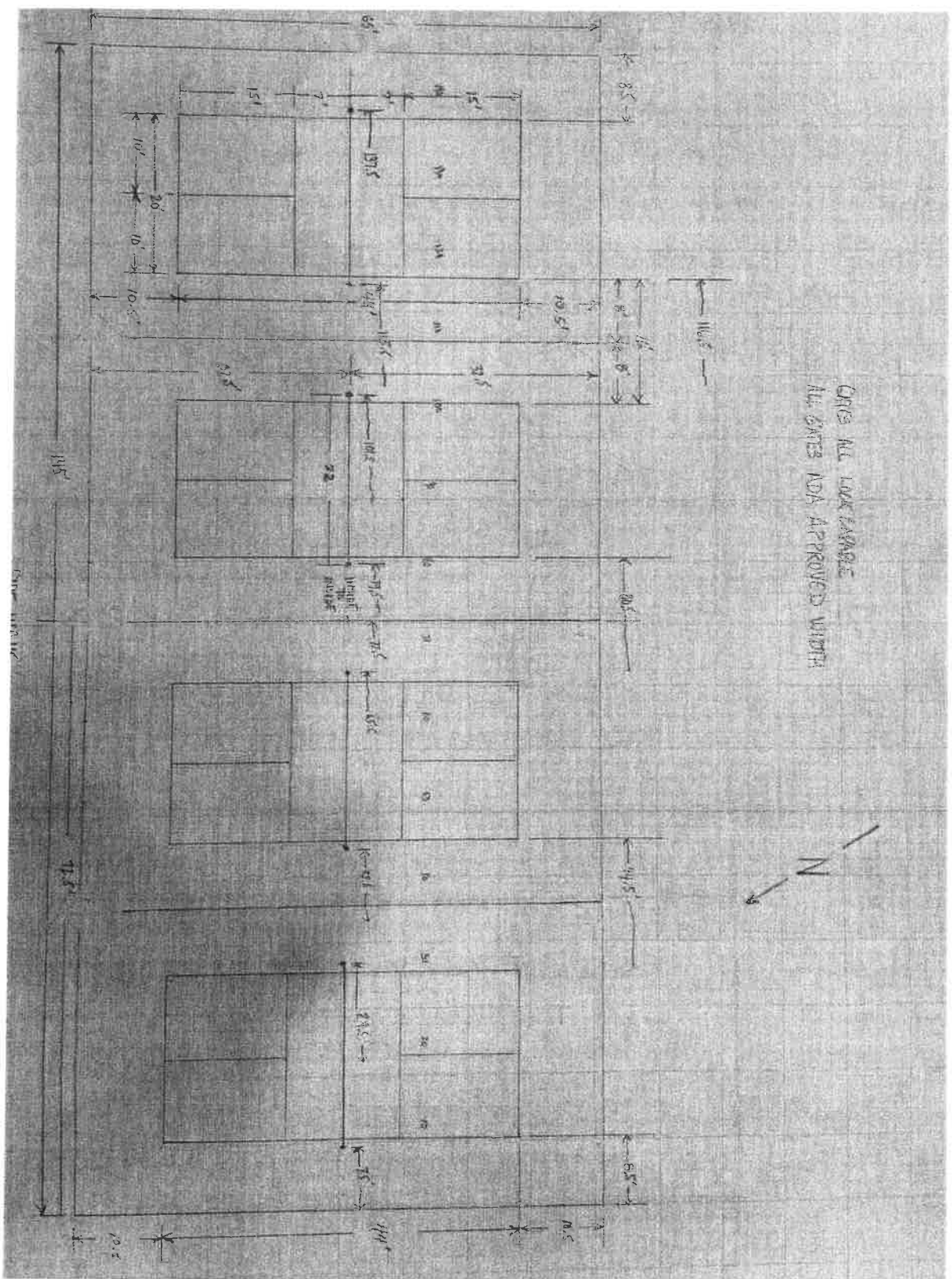
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Debby Spicer, Town Clerk

# EXHIBIT A

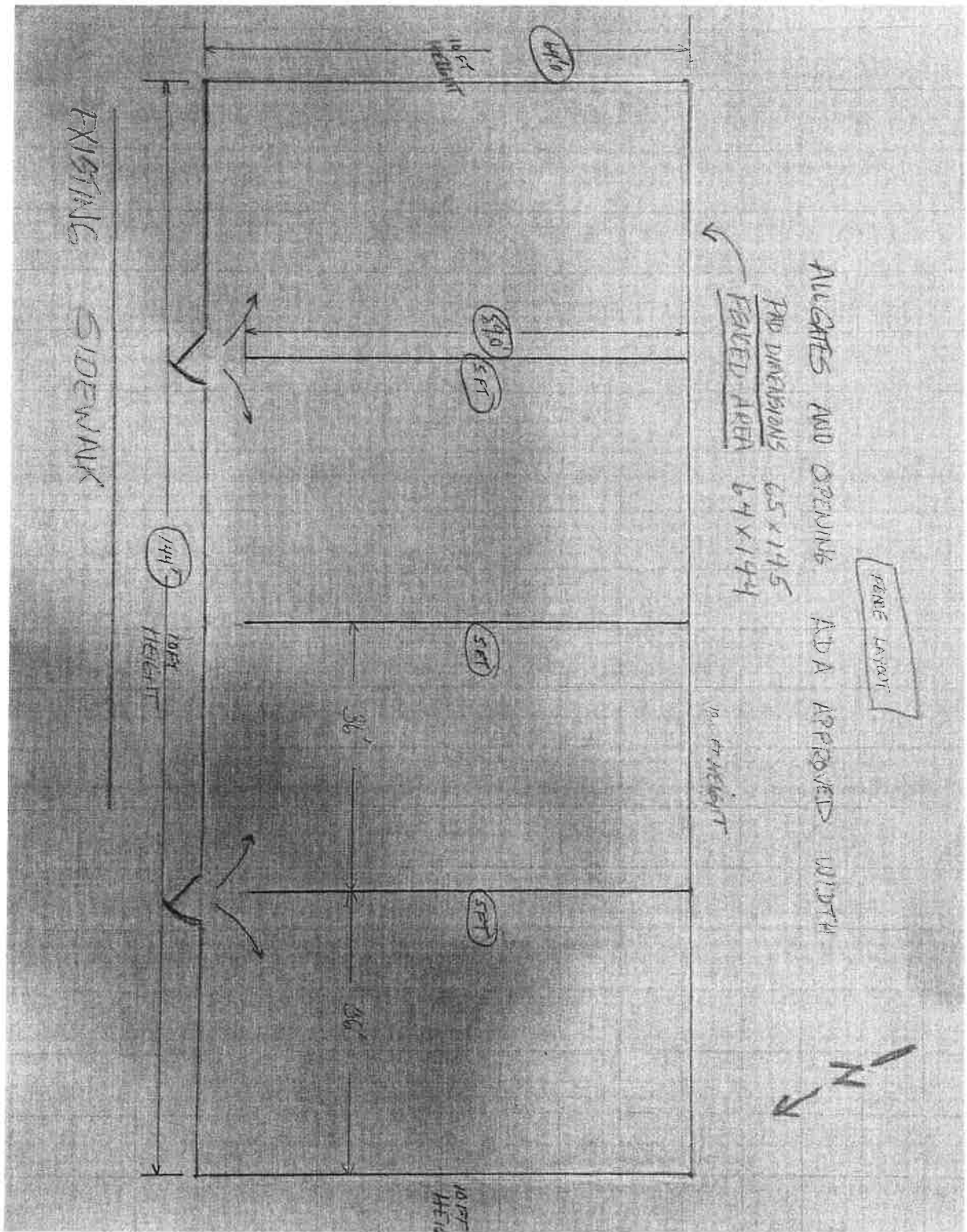


# EXHIBIT B

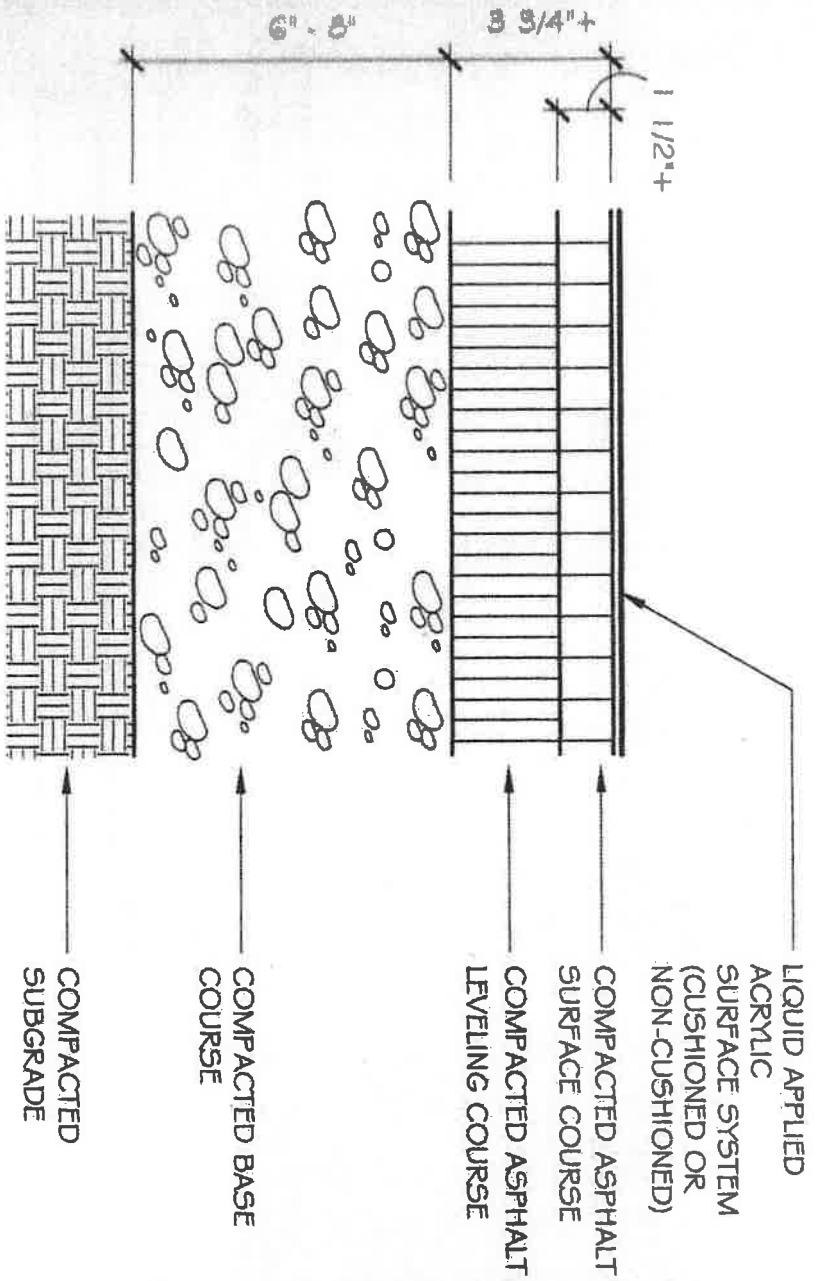




# EXHIBIT C



# EXHIBIT D



ASPHALT COURT FOR FREEZE/THAW CLIMATE

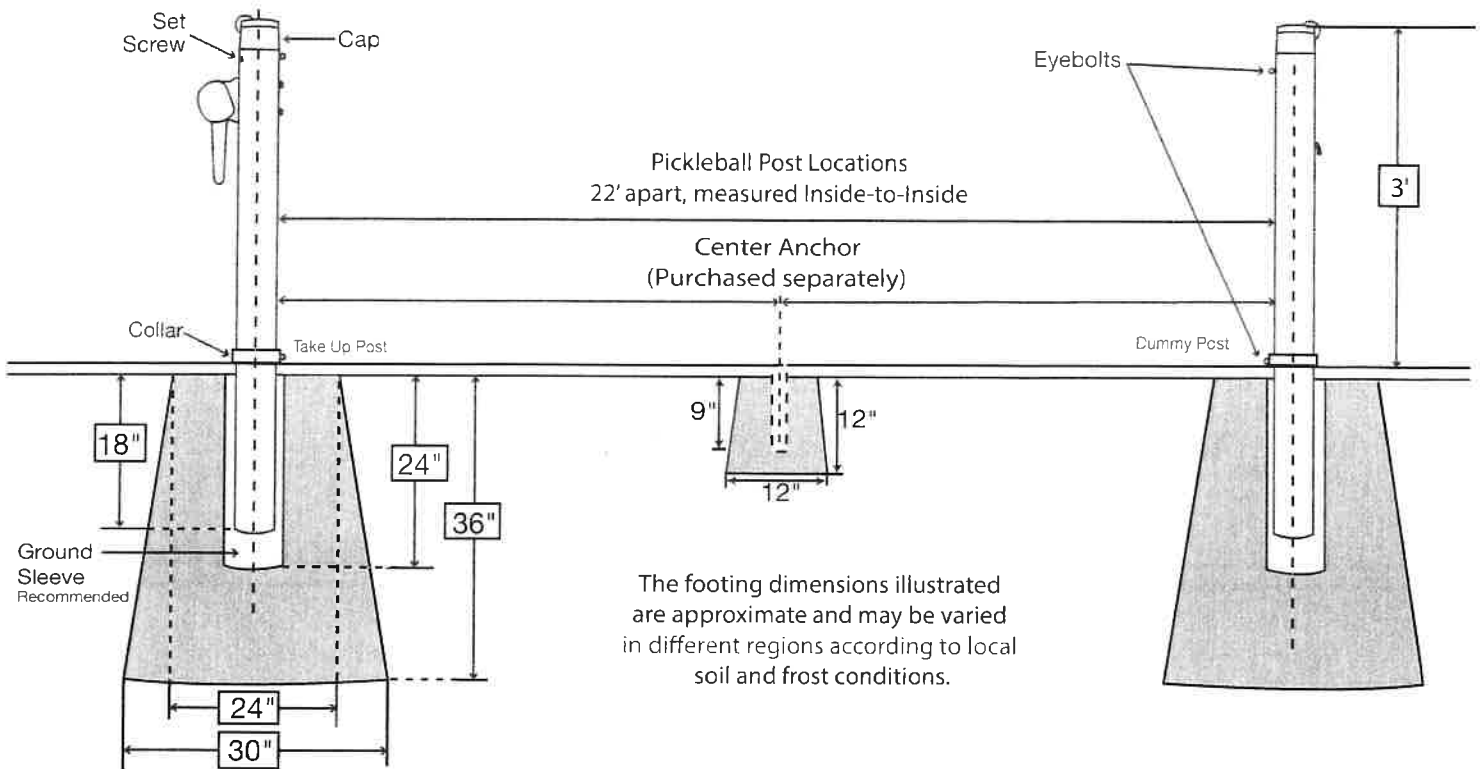
## ASPHALT COURT SECTIONS

NOT TO SCALE

Douglas® SW-36 Deluxe  
Pickleball/QuickStart Post Installation

EXHIBIT E

Item # 63078, 63079



The footing dimensions illustrated are approximate and may be varied in different regions according to local soil and frost conditions.

NOT TO SCALE

Hardware is located in a separate box.

POST AND ANCHOR INSTALLATION:

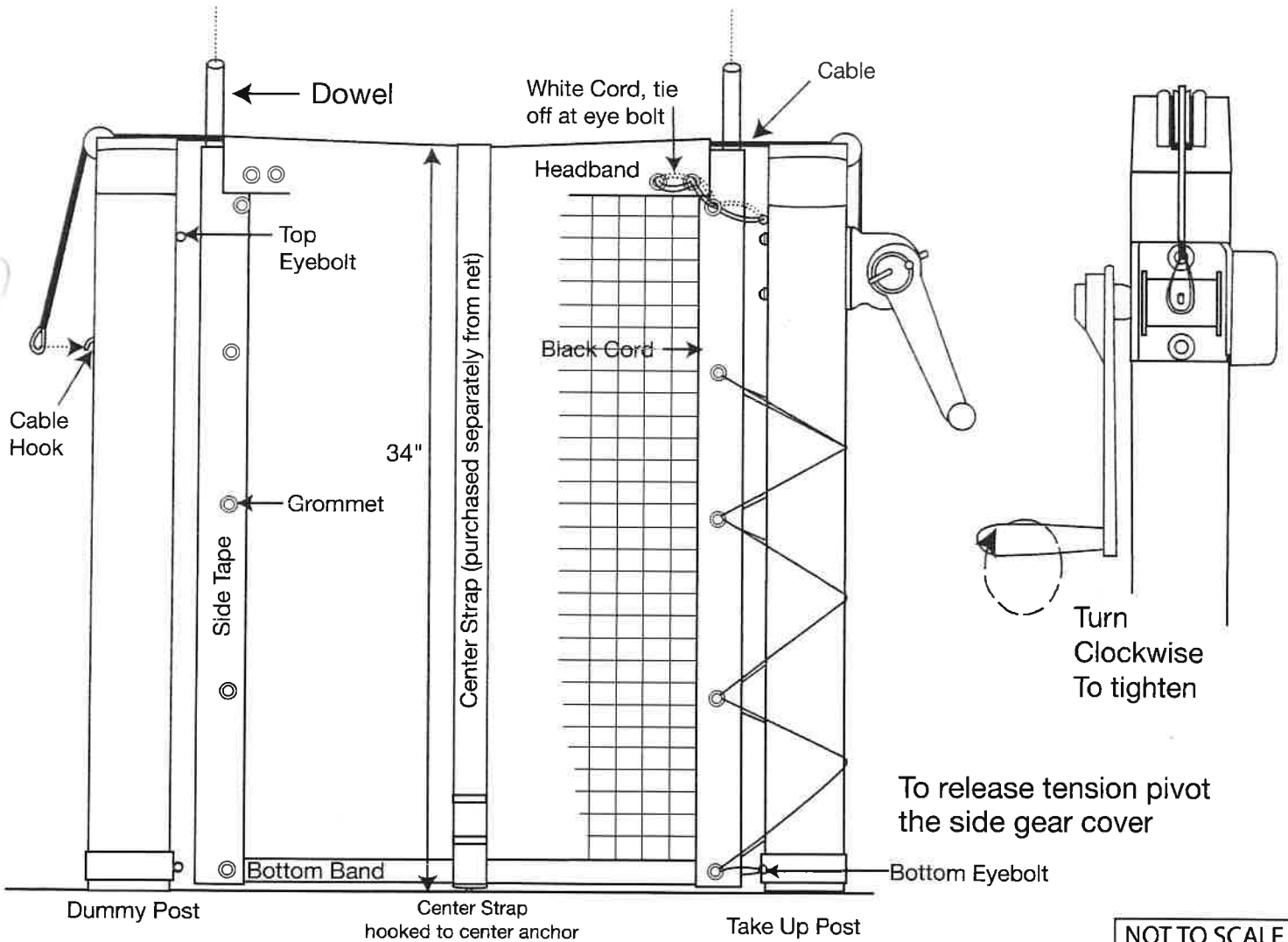
1. When installing post, use bottom collar to ensure post height is about 3' above the court surface.
2. Posts should be spaced 22' apart (measured inside-to-inside).
3. **DIRECT GROUND INSTALLATION**  
Anchor each post in a block of concrete as shown in the diagram. Pour the concrete into a bell-shaped hole 24" in diameter at the top and 30" in diameter at the bottom. Make the hole at least 36" deep.
4. **GROUND SLEEVE INSTALLATION -Recommended**  
While pouring the concrete hold the ground sleeve in place, plugged end down. Use a plumb line to set the sleeve pointing straight up. Sleeve should be set flush with the surface. Let concrete dry. Carefully set the post in ground sleeves.
5. Adjust set screw to tighten tennis post cap.
6. Screw on the top and bottom eyebolts to each post.
8. **CENTER ANCHOR -Recommended**  
The center anchor should be 11' away from each post. Pour concrete into a bell shaped hole 9" in diameter at the top and 12" in diameter at the bottom. The hole should be 12" deep. While pouring, hold the anchor in place, with the narrowed end down. Make sure the anchor is flush with the surface and pin is parallel to the net line. Let concrete dry.

CARE & MAINTENANCE

During the off season, it is best to winterize your court by removing the tennis posts and use sleeve plugs (sold separately) to prevent moisture and dirt from falling in.

1. Stretch out the net across the court.
2. Attach the loop on the other end of the cable to the hook half way down the outside of the "dummy" post.
3. On take up post, attach one end of cable to the hook on the reel, turn clockwise a couple times to wrap around reel.
4. Turning the handle clockwise, crank up cable so center of net is approximately 38". DO NOT OVERWIND.
5. Insert dowels (provided) through the end side tapes.
6. To secure the net with provided lacing cord; You will receive (2) shorter white pieces of cord and (2) longer pieces of black cord. Take one piece of white lacing cord and tie a knotted loop approximately 2" at one end. Use this white cord to lace through the (2) grommets on the net headband, as well as the 1st top grommet on the side of the net; tie a knot and secure to top eyebolt. Next, use the black cord and start by tying the

- top of the black cord to the top eyebolt, and proceed in lacing the cord through the grommets and onto the lacing rods (if available) or around the post. Continue this along the entire side of the net. As you move down the post, keep tension on the lacing cord. Once the lacing cord has been installed through all the grommets, begin at the top and pull on the lacing cord until the net is flush against the net post from top to bottom. Once the net is flush against the net post, tie the lacing cord at the bottom of the net post to the eyebolt. Cut off any excess lacing cord. Repeat for other post.
7. Measure the depth of the net in the center and adjust the optional center strap to make the net 34" at the center line of the courts.
8. Your installation is now complete. Your net should sit comfortable but somewhat taut between the net posts with a small gap between the net and posts.



NOT TO SCALE

**From:** lois.roskoski@greentownshipmn.com  
**Sent:** Monday, May 6, 2024 3:04 PM  
**To:** Greenwood Township Clerk  
**Subject:** FW: Correspondence, Greenwood TB meeting 5-14-24. Twp. 4136

-----Original Message-----

From: "Lee Peterson" <leepeterson2011@hotmail.com>  
Sent: Monday, May 6, 2024 11:43am  
To: "Greenwood Chair Lois Roskoski" <lois.roskoski@greentownshipmn.com>  
Subject: Correspondence, Greenwood TB meeting 5-14-24. Twp. 4136

5-6-24

Greenwood Town Board,

St. Louis County Hwy. 651, Birch Point Rd, ends near the public landing. Beyond that, all the way to the end of Birch Point, the road has been known locally for decades as the Birch Point Extension. More recently the "Extension" has been numbered Township 4136. This road has an interesting history. Over the years, and after Greenwood Township was incorporated in 1978, the "Extension" was blacktopped in two separate stages, with no participation of the Township. The first gravel section to be blacktopped was from where Co. 651 ends, up to where there is a fork to the "Norway Rd.". This was initiated and paid for by the property owners along that stretch of the road. Having lived here at the time, and having reviewed Town Board minutes, I know that the Township had no involvement in that project whatsoever. Subsequent to that, property owners along the remaining gravel stretch of the road got together and contributed money to blacktop basically the remainder of the "Extension". Again, there was no Township participation whatsoever. The Township was not approached for any type of permission or for any funding of these projects. The road was considered to be private.

The "Extension" has now evolved to become TWP 4136, not through a direct vote of the Township to assume the road by a formal "road order". The assumption of the "Extension" by the Township began rather inadvertently, way back when the Township still had a three member Town Board. One of the Supervisors lived along the "Extension" and asked the County snowplow driver to plow beyond the end of the County Rd., a ways further along the "Extension", so the school bus could pick up kids and turn around. Initially it was done as a favor, eventually the County was plowing the entire "Extension". The snowplowing of the "Extension" evolved into a snowplowing contract with the County, similar to the many contracts the County has with private driveways and roads throughout the Township. The County simply wanted to get paid for their snowplowing and the Township eventually began paying the fee. The snowplowing by the County worked very well. The single axle County dump truck snowplows performed well, especially appreciated during heavy snow winters. As time went on, the County replaced its single axle plow fleet with larger, heavier dual rear axle plow trucks with snow moving wings on them. To put it simply, the trucks outgrew the narrow clearances on the "Extension" roadway. The problem is obvious. For several years, the County complained to the Township about the clearances on the road being too narrow for the trucks and asked repeatedly that trees, brush, etc.

be removed. The Township tried to respond by contracting out the tree and brush removal for starters. Unfortunately that didn't work to satisfy the County's clearance standards. A number of property owners prevented the clearing of trees and brush along the road. The County warned the Township in writing that it would not renew the plowing contract for the "Extension" 4136. In addition to the clearance issues, the County stated that their heavy trucks were damaging the deteriorating thin blacktop, and the County didn't want to end up being liable for the damage. This all makes sense. Failure to resolve these issues led the County to notify the Township in the summer of 2023 that it would not renew the snowplowing contract. The County did leave the door open to resuming the plowing contract if clearance and roadbed issues could be resolved. The Township appealed, but the County held firm in their decision. I certainly understand that. In response, the Township promptly advertised for contractors to bid on plowing the road for the winter of '23-'24. No bids were received. The Township was then able to get Travis Kladivo, who contracts to plow the Township parking lots, to plow the "Extension" 4136. Fortunately, we had a very light snow winter, but even so, there were complaints and calls about plowing and sanding.

I live on Isle of Pines Dr. We have a property owners' association, and we have contracted with the County to plow the road across the island since 1984. It's been fantastic for us, the County plows can really move the snow. As the County has graduated to larger plow trucks, we have been very particular about maintaining our road so the County doesn't have problems plowing it. There are other roads in the Township that have private or some form of "road association" contracts with the County for plowing, the Breezy Point Rd. beyond where County Hwy. 674 ends is an example.

Snowplowing done by private contractors is very expensive, and few of them have the snow clearing equipment that the County has. The Township didn't even get a bid on plowing the "Extension" last year. The County plowing contracts are very reasonable. That being a fact, I believe that the Township needs to have the "Extension", Twp. 4136, brought up to standards that will be acceptable for the County to resume the plowing contract. Timing is a factor, because winter always returns, and we won't have many easy ones like last winter's. I believe that the Town Board needs to do the following things as soon as possible:

1. Pass a motion to instruct the Township Attorney to guide the Township through the creation of an assessment mechanism for the property owners on Twp. 4136 to pay the costs of upgrading and maintaining Twp. 4136 with the goal of bringing the road up to standards that the County will be agreeable to resuming a snowplowing contract. This is a common practice for road improvements and it is fair to all taxpayers in the Township. Twp. 4136 is not a "through road" and there are no businesses or public landings along it, so it isn't a destination for the public.
2. After the assessment mechanism is in place, an engineering firm would need to be hired to:
  - a. Do a land survey to mark and record the center line and boundaries of the platted 66 ft. road right of way for Twp. 4136.
  - b. Instruct the engineering firm to work closely with the County in designing and laying out a roadway that will be acceptable for the County to resume snowplowing.
  - c. Bid the project out and see it to completion.

Creating the assessment mechanism will require at least one public hearing, where the public, taxpayers, etc. can give input and

recommendations. The Town Board may hold a special meeting (s) early in the process to explain potential costs, and to get input on whether Twp. 4136 should be rebuilt as a paved road or if it should be reverted to gravel, a far less costly option. Consideration should also be given to having either an adjacent paved walking and biking trail, or 6 ft. paved shoulders included.

There has been some mention of forming a committee to come up with potential fixes for Twp. 4136. I don't believe a committee is necessary if the steps I've outlined above are followed, which would be open to and fair to all of the property taxpayers in Greenwood. I did ask, at the April Town Board meeting, to be on such a committee if one is formed. If a committee is formed, I believe it should be an official Township committee, made up of a cross section of Greenwood property owners, following the MN Open Meeting Law that requires the committee meetings to be noticed and open to the public.

Finally, I am personally surprised that the property owners along Twp. 4136 haven't taken control and responsibility for the road themselves, either through the "Birch Point Association" or a newly formed association. To me, this would be the most logical way for the folks along the road to have it the way they want it set up, while being respectful to all of the taxpayers in the Township.

I would appreciate it if this letter can be considered as "correspondence" to the Greenwood Town Board meeting of 5-14-24 and be recorded in the meeting minutes.

Lee Peterson  
4306 Isle of Pines Dr.  
Greenwood Township

**From:** lois.roskoski@greentownshipmn.com  
**Sent:** Sunday, April 21, 2024 7:30 PM  
**To:** Greenwood Township Clerk  
**Subject:** FW: Greenwood Walking Trail

Deb:

Please add this to the next agenda for May 14th. Thanks. Lois

-----Original Message-----

From: "Linda Smith" <lindasmithcanoes@gmail.com>  
Sent: Sunday, April 21, 2024 10:31am  
To: "Lois Roskoski" <lois.roskoski@greentownshipmn.com>  
Cc: "Catherine F" <catherine@tombensam.com>  
Subject: Greenwood Walking Trail

I am a frequent- year round user of the walking trail. I am on Isle of Pines. I drive to the far end most of the time, then walk the trail to the end and back- I use to ride my bike on the trail but right now that's too treacherous with the trail conditions as they are. I know you have been approached by Catherine Farley about this.

I am writing about another issue: the sign. Over the years the sign has faded considerably. I would like to volunteer to repaint the sign at no cost to the township. I have a few people lined up that will help me. I have painted several smaller signs, I have only painted one other sign this large, but I am confident I can improve what's currently there. I use exterior house paint for my outdoor painting projects. I would remove the sign, have the moderate repairs done and repaint it at my residence, then reinstall the sign in the same location. I would think that I would need permission from the board to do this. It is definitely a summer project so I need to know how to go about getting this project approved. If the board decides to get a new sign, that's fine too. The current sign really looks bad. Please advise! Thank you for hearing my voice.  
Sent from my iPhone



**PERPICH TV & APPLIANCE**

8421 Enterprise Dr N  
 VIRGINIA MN 55792  
 218-741-8633

**ESTIMATE**

**39003436**

Date		Time	
May 07,2024		11:49 AM	
Terminal	By	For	Page
2	0001		1 of 1

Estimate Only

**Bill To: 10000659 Phone: (218) 753-2231**

**Ship To:**

GREENWOOD TOWNSHIP  
 1000 HWY 77  
 TOWER MN 55790

Stock #	Description/Text Comment	Qty	Cost	%SP	Line Total	Tax
AVYAVCNLV51M	AVYCON 5MPIP CAM., 2.7-13	2	399.99		799.98	N
MISC	cat-5 wire	500	0.40	E	200.00	N
MISC	discount 20% 999.98	-1	199.98	E	-199.98	N
MISC	conduit connectors, 90's, etc	1	70.00	E	70.00	N
MISC	white cable cover	15	15.00	E	225.00	N
CHRISINSTALL	labor run 2 wire to meet	2	85.00		170.00	N
CHRISINSTALL	run wire to fire entry	2	85.00		170.00	N
CHRISINSTALL	mount camera's	2	85.00		170.00	N
CHRISINSTALL	drive time	1	85.00		85.00	N
	add two 4K 3.3-12mm dome camera's to system.					
	wire would be run same as last time.					
	under white wire molding conduit					
	point and focus camera's, program NVR					
	add one camera in meeting room, and one in entrance					

<b>Sub Total</b>	<b>1690.00</b>
<b>Tax &amp; Fees</b>	<b>0.00</b>
<b>TOTAL</b>	<b>1690.00</b>

**( This is an ESTIMATE only! )**

This is an estimate only for products and or services. Unless otherwise stated and written within this estimate, this estimate will only be valid and honored for 10 days from date of original issue.

**Authorized by** \_\_\_\_\_

Payment Type	Amount

## **RESPECTFUL WORKPLACE POLICY (includes sexual harassment prevention)**

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The Township acknowledges that this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

### **Applicability**

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all Township personnel including regular and temporary employees, volunteers, firefighters, and Town Board members.

### **Abusive Customer Behavior**

While the Township has a strong commitment to customer service, the Township does not expect that employees accept verbal abuse from any customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

### **Types of Disrespectful Behavior**

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

***Violent behavior*** includes the use of physical force, harassment, or intimidation.

**Discriminatory behavior** includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.

**Offensive behavior** may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarded as offensive to a reasonable person. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the general public will be the same throughout the Township, there may be differences between

work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the Town Board.

Sexual harassment can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when:

- submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, public accommodations or public services, education, or housing; or
- submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, public accommodations or public services, education, or housing; or
- that conduct or communication has the purpose or effect of substantially interfering with an individual's employment, public accommodations or public services, education, or housing, or creating an intimidating, hostile, or offensive employment, public accommodations, public services, educational, or housing environment.

Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

### **Possession and Use of Dangerous Weapons**

Possession or use of a dangerous weapon (see attached definitions) is prohibited on Township property, in Township vehicles, or in any personal vehicle, which is being used for Township business. This policy applies to all Township employees, including those with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on Township property.
- A person who is showing or transferring the weapon or firearm to a sheriff officer as part of an investigation.
- Sheriff officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

### **Employee Response to Disrespectful Workplace Behavior**

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee is responsible for taking one of the actions below. If employees see or overhear a violation of this policy, they are encouraged to follow the steps below.

Step 1(a). Politely, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or Town Board. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten business days after your report.

Step 1(c). In the case of violent behavior, all employees are required to report the incident immediately to their supervisor, Town Board or Sheriff Department. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it within two business days to a supervisor or the Town Board.

Step 2. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the Town Board.

### **Supervisor's Response to Allegations of Disrespectful Workplace Behavior**

Employees who have a complaint of disrespectful workplace behavior will be taken seriously.

In the case of sexual harassment or discriminatory behavior, a supervisor must report the allegations within two business days to the Town Board, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by

the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

Step 1. If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the impact of his/her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview. The investigator will obtain the following description of the incident, including date, time and place.

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

Step 3. The supervisor must notify the Town Board about the allegations.

Step 4. As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

### **Special Reporting Requirements**

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the Town Board who will assume the responsibility for investigation and discipline.

If the Town Board is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the Township Attorney who will confer with the Town Board regarding appropriate investigation and action.

If a Town Board Member is perceived to be the cause of a disrespectful workplace behavior incident involving Township personnel, the report will be made to the Town Board and referred to the Township Attorney who will undertake the necessary investigation. The Township Attorney will report his/her findings to the Town Board, which will take the action it deems appropriate.

Pending completion of the investigation, the Town Board may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

**Confidentiality**

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

**Retaliation**

Consistent with the terms of applicable statutes and Township personnel policies the Township may discipline any individual who retaliates against any person who reports alleged violations of this policy. The Township may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

## **SEPARATION FROM SERVICE**

### **Resignations**

Employees wishing to leave the Township service in good standing must provide a written resignation notice to their supervisor, at least ten (10) working days before leaving. Exempt employees must give thirty (30) calendar days notice. The written resignation must state the effective date of the employee's resignation. All resignations must be accepted by the Town Board in order to be effective. Written resignations may only be rescinded by a writing signed by the employee in question and delivered to the Town Board prior to acceptance of the resignation by the Town Board.

### **Vacation Pay**

Upon resignation or termination of an employee, all accrued but unused vacation time shall be paid to the employee at the most recent pay rate.

## **DISCIPLINE**

### **General Policy**

Supervisors are responsible for maintaining compliance with Township standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the Township of Greenwood. Township employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities at the level required, including observance of work rules and standards of conduct and applicable Township policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures established in the Township's personnel policies. The supervisor and/or the Town Board will investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

### **No Contract Language Established**

This policy is not to be construed as contractual terms and is intended to serve only as a guide for employment discipline.

### **Process**

The Township may elect to use progressive discipline with any employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate. Nothing in these personnel policies implies that any Township employee has a property right to the job he/she performs.

Documentation of disciplinary action taken will be placed in the employee's personnel file with a copy provided to the employee.

The following are descriptions of the types of disciplinary actions:

### **Written Reprimand**

This measure will be used where informal discussions with the employee's supervisor have not resolved the matter. Serious infractions may require skipping the written reprimand. Written reprimands are issued by the supervisor with prior approval from the Town Board.

A written reprimand will: (1) state what did happen; (2) state what should have happened; (3) identify the policy, directive or performance expectation that was not followed; (4) provide history, if any, on the issue; (5) state goals, including timetables, and expectations for the future; and (6) indicate consequences of recurrence.



Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employees' signatures do not mean that they agree with the reprimand. Written reprimands will be placed in the employee's personnel file.

### **Suspension With or Without Pay**

The Town Board may suspend an employee without pay for disciplinary reasons. Suspension without pay may be followed with immediate dismissal as deemed appropriate by the Town Board, except in the case of veterans. Qualified veterans will not be suspended without pay in conjunction with a termination.

The employee will be notified in writing of the reason for the suspension either prior to the suspension or shortly thereafter. A copy of the letter of suspension will be placed in the employee's personnel file.

An employee may be suspended or placed on involuntary leave of absence pending an investigation of an allegation involving that employee. The leave may be with or without pay depending on a number of factors including the nature of the allegations. If the allegation is proven false after the investigation, the relevant written documents will be removed from the employee's personnel file and the employee will receive any compensation and benefits due had the suspension not taken place.

### **Dismissal**

The Town Board may dismiss an employee for substandard work performance, serious misconduct, or behavior not in keeping with Township standards.

If the disciplinary action involves the removal of a qualified veteran, the appropriate hearing notice will be provided and all rights will be afforded the veteran in accordance with Minnesota law.

## **GRIEVANCE PROCEDURE**

Any dispute between an employee and the Township relative to the application, meaning or interpretation of these personnel policies will be settled in the following manner:

Step 1: Within 21 days after the alleged violation or dispute has occurred, the grievance must be presented in writing, stating the nature of the grievance, the facts on which it is based, the provision or provisions of the Personnel Policies allegedly violated, and the remedy requested, by the employee to the Town Board. The Town Board or his/her designee will respond to the employee in writing within 45 calendar days. The decision of the Town Board is final.

### **Waiver**

If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the Township's last answer. If the Township does not answer a grievance or an appeal within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Township and the employee without prejudice to either party.

The following actions are not grievable:

1. Performance evaluations;
2. Pay increases or lack thereof; and
3. Merit pay awards.

The above list is not meant to be all inclusive or exhaustive.

## **EMPLOYEE EDUCATION & TRAINING**

The Township promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility. All training that is to be paid for by the Township, or which occurs on work time, or which requires travel for which the employee will be reimbursed by the Township requires approval by the Town Board in advance.

### **Policy**

The Township will pay for the costs of an employee's participation in training and attendance at professional conferences, provided that attendance is approved in advance under the following criteria and procedures:

### **Job-Related Training & Conferences**

The subject matter of the training session or conference is directly job-related and relevant to the performance of the employee's work responsibilities. Responsibilities outlined in the job description, annual work program requirements and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related.

Continuing education or similar courses taken by an employee in order to maintain licensing or other professional accreditation will not be eligible for payment under this policy unless the subject matter relates directly to the employee's duties, even though the employee may be required to maintain such licensing or accreditation as a condition of employment with the Township.

The supervisor and the Town Board are responsible for determining job-relatedness and approving or disapproving training and conference attendance.

### **Job-Related Meetings**

Attendance at professional meetings costing Greenwood Township, and directly related to the performance of the employee's work responsibilities, require the advance approval of the Town Board. Advance supervisor approval is also required to ensure adequate department coverage.

### **Request for Participation in Training & Conferences**

The request for participation in a training session or conference must be submitted in writing to the employee's supervisor on the appropriate form. All requests must include an estimate of the total cost (training session, travel, meals, etc.) and a statement of how the education or training is related to the performance of the employee's work responsibilities with the Township

Requests must be approved by the employee's supervisor and the Town Board. Documentation approving conference or training attendance will be provided to the employee with a copy placed in the employee's personnel file.

Payment information such as invoices, billing statements, etc., regarding the conference or training should be forwarded to accounting for prompt payment.

### **Out of State Travel**

Attendance at training or conferences out of state may be approved only if the training or conference is not available locally. **All requests for out of state travel are reviewed for approval/disapproval by the Town Board. Approval of such travel shall be in the discretion of the Town Board.**

### **Compensation for Travel & Training Time**

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the federal Fair Labor Standards Act.

Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

### **Travel & Meal Allowance**

If employees are required to travel outside of the area in performance of their duties as a Township employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. However, the Township will not reimburse employees for meals connected with training or meetings within Township limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting.

Employees who find it necessary to use their private automobiles for Township travel and who do not receive a car allowance will be reimbursed at the prevailing mileage rate as established by the Town Board, not to exceed the allowable IRS rate.

Expenses for meals, including sales tax and gratuity, will be reimbursed according to this policy. No reimbursement will be made for alcoholic beverages. Meal expenses of up to \$20.00 per day will be allowed, provided the employee provides the Township with appropriate receipts for such meals.

A full reimbursement, over the maximum defined, may be authorized if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

### **Tuition Reimbursement**

To be considered for tuition reimbursement the employee must be in good standing and have been employed by the Township for at least one year. All requests for tuition reimbursement will be considered on a case-by-case basis by the Town Board, with final approval/disapproval provided by the Town Board in its discretion.

Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:

- Courses must be directly related to the employee's present position (whether required for a degree program or not); OR
- Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not).

## **DRUG FREE WORKPLACE**

In accordance with Federal Law, the Township of Greenwood has adopted the following policy on drugs in the workplace:

- A. Employees are expected and required to report to work on time and in appropriate mental and physical condition. It is the Township's intent and obligation to provide a drug-free, safe and secure work environment.
- B. The unlawful manufacture, distribution, possession, or use of a controlled substance on Township property or while conducting Township business is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.
- C. The Township recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use their health insurance plans, as appropriate.
- D. Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug statute for violations occurring on or off work premises while conducting Township business. A report of the conviction must be made within five (5) days after the conviction as required by the Drug-Free Workplace Act of 1988.

## **DRUG AND ALCOHOL TESTING POLICY**

The Township reserves the right to adopt a policy for drug and alcohol testing for any employment position.

## **TOWNSHIP DRIVING POLICY**

This policy applies to all employees who drive a vehicle on Township business at least once per month, whether driving a Township-owned vehicle or their own personal vehicle. It also applies to employees who drive less frequently but whose ability to drive is essential to their job due to the emergency nature of the job. The Township expects all employees who are required to drive as part of their job to drive safely and legally while on Township business and to maintain a good driving record.

The Township will examine driving records at least once per year for all employees who are covered by this policy to determine compliance with this policy. Employees who lose their

driver's license or receive restrictions on their license are required to notify their immediate supervisor on the first work day after any temporary, pending or permanent action is taken on their license and to keep their supervisor informed of any changes thereafter.

The Township will determine appropriate action on a case-by-case basis.

### **Use of Township Vehicles**

All non-emergency Township vehicles must have a log to record all use of the vehicle. Any person using a Township vehicle shall record in the vehicle log the date and time of vehicle usage, the person or people using the vehicle, the person driving the vehicle, the purpose of the use of the vehicle, the place where use of the vehicle commenced and all locations where said vehicle made stops to conduct business of any type.

Personal use of Township vehicles is prohibited. No person may operate a Township vehicle unless that person possesses a valid driver's license to operate such vehicle.

## **CELLULAR PHONE USE**

This policy is intended to define acceptable and unacceptable uses of cellular telephones. Its application is to insure that cellular phone usage is consistent with the best interests of the Township without unnecessary restriction of employees in the conduct of their duties. This policy will be implemented to prevent the improper use or abuse of cellular phones and to ensure that Township employees exercise the highest standards of propriety in their use.

### **General Policy**

Cellular telephones are intended for the use of Township employees in the conduct of their work for the Township. Supervisors are responsible for the cellular telephones assigned to their employees and will exercise discretion in their use. Nothing in this policy will limit supervisor discretion to allow reasonable and prudent personal use of such telephones or equipment provided that:

- Its use in no way limits the conduct of work of the employee or other employees.
- No personal profit is gained or outside employment is served.

A supervisor may authorize an employee to use his/her own personal phone for Township business and be reimbursed by the Township for those calls. An employee will not be reimbursed for business-related calls without prior authorization from his/her supervisor. Supervisors may also prohibit employees from carrying their own personal cell phones during working hours if it interferes with the performance of their job duties.

Use of public resources by Township employees for personal gain and/or private use including, but not limited to, outside employment or political campaign purposes, is prohibited and subject to disciplinary action which may include termination and/or criminal prosecution, depending on the circumstances. Incidental and occasional personal use may be permitted with the consent of the supervisor.

All personal calls made by employees on a Township-provided cellular phone must be paid for by the employee through reimbursement to the Township based on actual cost listed on the Township's phone bill. Personal calls will be made or received only when absolutely necessary. Such calls must not interfere with working operations and are to be completed as quickly as possible.

### **Procedures**

It is the objective of the Township of Greenwood to prevent and correct any abuse or misuse of cellular telephones through the application of this policy. Employees who abuse or misuse such telephones may be subject to disciplinary action.

### **Responsibility**



The Town Board, or designee, will have primary responsibility for implementation and coordination of this policy. All supervisors will be responsible for enforcement within their departments.

## **SAFETY**

The health and safety of each employee of the Township and the prevention of occupational injuries and illnesses are of primary importance to the Township. To the greatest degree possible, management will maintain an environment free from unnecessary hazards and will establish safety policies and procedures for each department. Adherence to these policies is the responsibility of each employee. Overall administration of this policy is the responsibility of each supervisor.

### **Reporting Accidents and Illnesses**

Both Minnesota Worker's Compensation laws and the state and federal Occupational Safety and Health Acts require that all on the job injuries and illnesses be reported as soon as possible by the employee, or on behalf of the injured or ill employee, to his/her supervisor. The employee's immediate supervisor is required to complete a First Report of Injury and any other forms that may be necessary related to an injury or illness on the job.

### **Safety Equipment/Gear**

Where safety equipment is required by federal, state, or local rules and regulations, it is a condition of employment that such equipment be worn by the employee.

### **Unsafe Behavior**

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the Township's personnel policies, department policies, or creates a potential health or safety issue for the employee or others.

APPROVED DATE \_\_\_\_\_

7/11/17

Greenwood Township Chair \_\_\_\_\_

John J. Bass

Clerk \_\_\_\_\_

J. D. Dase

# **GREENWOOD FIRE DEPARTMENT**

## **POSITION DESCRIPTION**



**Class Title:  
EMS Captain**

## **FIRE DEPARTMENT POSITION DESCRIPTION**

Class Title: EMS Captain:

Date: 03/01/2024

### **GENERAL PURPOSE**

Supervises EMS operations and training activities for the Emergency Medical Responders. (EMR'S) This is a salary and paid on call position.

### **SUPERVISION RECEIVED**

Works under the general supervision of the Fire Chief.

### **SUPERVISION EXERCISED**

Supervises EMR and other subordinate positions as assigned.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Supervises the Emergency Medical Responders (EMRs) and functions for the Greenwood Fire Department
- Oversees and monitors equipment and supplies to ensure operational readiness of GFD EMRs
- Bring forward to the Chief items needed to be purchased.
- Provides mentoring and assists EMRs with professional development and training.
- Pre plans EMR training for a twelve-month schedule which may be in coordination with the Fire Captain and Chief.
- Collaborates with the EMR's on an ongoing basis to modify training as needed to meet goals and objectives.
- Ensures that EMR's are up to date with required certifications and participation via in-house training. Reports any deficiencies to Fire Admin and Chief
- Coordinates joint FD/ EMR training activities and may coordinate with Fire Chief and Fire Captain for joint training activities.
- Ensures the EMR POC policy is being followed and reports deficiencies to Fire Admin and Chief.
- Keeps records of compliance with the EMR POC.
- Creates and fosters proper working relationships with the EMR group.
- Trains EMR's in the use of all equipment used by the EMR group and ensures their proficiency and keeps a record of same and forwards to Fire Admin and Chief.
- Bring forward to the Chief status and deficiencies of EMR's as needed, not less that bi-annually.

- Conducts post incident analysis of medical events and actively participates in departmental quality assurance process. Bringing these items forward in training sessions as an AAR.
- May initiate Critical Incident Stress Debriefing (CISD) in cooperation with the Chief.
- May supervise and assist personnel in aspects of emergency scene activities to include safety, accountability, and welfare.
- May assess the incident scene and develop a plan of action by identifying appropriate strategies and tactics, may determine the need for additional equipment or resources.
- May ensure security and integrity of the emergency scene.
- May ensure utilization of the Incident Management System
- Works and distributes information with/ from medical direction to maintain compliance.
- Works with EMR's to ensure that all equipment carried by them is maintained and needed supplies are stocked in their personal EMS "jump bags". May develop a standard list of supplies.

### **PERIPHERAL DUTIES**

Performs the duties of subordinate personnel as needed. Attending trainings, conferences and meetings to keep abreast of current trends in the field. Represents the Greenwood Township EMS Department in a variety of local, county, state, and other meetings. Coordinates activities with other supervisors or other Township departments and exchanges information with officers in other fire departments. Maintains contact with department officers and other Township officials in the performance of EMS activities. Prepares a variety of reports.

### **MINIMUM QUALIFICATIONS**

Education and Experience:

- Graduation from high school or GED equivalent and specialized training as an EMR.
- Four (4) years prior work experience as an Emergency Medical Responder with current state certification.

### **DESIRED QUALIFICATIONS**

- EMT Certification
- EMT Instructor certification

### **NECESSARY SKILLS, KNOWLEDGE, AND ABILITIES**

- Considerable knowledge of modern emergency medical services principles, procedures, techniques, and equipment.
- Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations.
- Skill in the operation of listed tools and equipment; and
- Ability to train and supervise subordinate personnel. Ability to perform work.

- requiring good physical condition.
- Ability to communicate effectively orally and in writing.
  - Ability to exercise sound judgment in evaluating situations and in making decisions.
  - Ability to effectively give and receive verbal and written instructions.
  - Ability to establish and maintain effective working relationships with other employees, supervisors, and the public.
  - Ability to meet the special requirements listed below.

## **SPECIAL REQUIREMENTS**

- Must be eighteen (18) years of age or older at time of hire.
- Must possess, or be able to obtain by time of hire, a valid State Driver's License, a Certificate of Emergency Vehicle Operations ("EVOC") without record of suspension or revocation in any state.) No felony convictions or disqualifying criminal histories within the past 7 years.
- Ability to read and write the English language.
- Legible handwriting (sometimes entries and notations need to be transferred by someone else for reporting purposes.
- Ability to meet Departmental physical standards; and
- Current Medical Physical by Fire Department Provider to meet Fire Standard and updates semiannually.
- Completion of all OSHA required classes annually.
- Current fire department physical and annual physical.
- Have been active member of the department for a minimum of one year.
- Requires active EMR certification.
- Effective use of radio communication including appropriate channels and basic radio communication etiquette.
- Critical thinking to use logic and reasoning to identify strengths and weaknesses of EMRs, alternative solutions, conclusions, and approaches to problems.
- Judgement and decision-making skills to anticipate, identify and evaluate potentially dangerous, unusual, or deviating situations and exercises appropriate judgement to establish priorities and take prompt action for problem resolution.
- Works with other mutual aid partners and agencies as needed.
- Working knowledge of the incident command structure.

## **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 limitations to perform the

essential functions. While performing the duties of this job, the employee is frequently required to sit, talk, or hear, stand, walk, use hands to finger, handle, or operate objects, tools, or controls, and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl, and taste or smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, 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 limitations to perform the essential functions. Work is performed primarily in an office, vehicle, and outdoor settings, in all weather conditions, including temperature extremes, during day and night. Work is often performed in emergency and stressful situations. Individual is exposed to hazards associated rendering emergency medical assistance, including. Smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents, and oils. The employee occasionally works near moving mechanical parts and in high, precarious places, and is occasionally exposed to cold, hot, wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals. The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

## **SELECTION GUIDELINES**

Formal application, review of education and experience, oral interview, criminal background check, final selection, and pre-employment medical examination. This is an at-will position subject to the Greenwood Employee Personnel Policies.

NOTE: Appointees will be subject to completion of a probationary period of one (1) year.

The examples of duties are intended only as illustrations of the various types of work 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 the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Board Chair

Vice Chair

Approval: \_\_\_\_\_

Approval: \_\_\_\_\_

Greenwood Town Board

Date: \_\_\_\_\_

Greenwood EMS Captain Job Description.doc



# **GREENWOOD FIRE DEPARTMENT**

## **POSITION DESCRIPTION**



**Class Title:  
Fire Captain**

## **FIRE DEPARTMENT POSITION DESCRIPTION**

Class Title: Fire Captain:

Date: 03/01/2024

### **GENERAL PURPOSE**

Supervises and performs fire suppression, rescue and EMS operations, training activities, hazardous materials, and fire prevention duties. This is a salary and paid on call position.

### **SUPERVISION RECEIVED**

Works under the General Supervision of the Fire Chief.

### **SUPERVISION EXERCISED**

Supervises Firefighter/EMTs or FR and other subordinate positions as assigned.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Supervises fire fighters in their assigned duties as directed. Determines methods of fire suppression; supervises laying of hose lines, directing of water streams, pressures of streams, placing of ladders, ventilation of buildings, rescuing of persons, and placing of salvage covers. Supervises maintenance of departmental equipment, supplies and facilities. Instructs and drills fire fighters in duties, use of tools, raising of ladders, and rescue and salvage work, etc. Reviews disciplinary recommendations of the Fire Lieutenant. Monitors and observes departmental activities to ensure that conduct and performance conform to department standards. Carries out duties in conformance with Federal, State, County laws and ordinances. Responds to alarms received and directs routes to be taken, directs work of fire lieutenants pending arrival of a superior officer. Supervises through subordinate officers the laying of hose lines, placing of ladders, direction of water streams, ventilation of buildings, rescuing persons, and placement of salvage covers. Assumes command in the absence of superior officers. May be interim Chief if needed as directed by board. Carries out duties in conformance with Federal, State, County and Township laws and ordinances. Coordinates and Participates in all fire training activities of the Greenwood Fire Department in accordance with OSHA and NFPA rules and recommendations. Works in coordination with the Chief to plan out training for the year. Leads and participates in the operation of departmental in-service training activities.

## **PERIPHERAL DUTIES**

Performs the duties of subordinate personnel as needed. Attends conferences and meetings to keep abreast of current trends in the field. Represents the Township Fire Department in a variety of local, county, state, and other meetings. Coordinates activities with other supervisors or other Township departments and exchanges information with officers in other fire departments. Maintains contact with the public, department officers and other Township officials in the performance of fire department activities. Prepares a variety of reports.

## **DESIRED MINIMUM QUALIFICATIONS**

- Education and Experience:
- Graduation from high school or GED equivalent and specialized training:
- Firefighter I & II, 1403 & 1001 or current training standard.
- Four (4) years prior work experience as a Firefighter, Emergency Medical Responder or recommended but not required.

## **NECESSARY SKILLS, KNOWLEDGE, AND ABILITIES**

- Considerable knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment.
- Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations.
- Skill in the operation of listed tools and equipment; and
- Ability to train and supervise subordinate personnel. Ability to perform work requiring good physical condition. Ability to communicate effectively orally and in writing. Ability to exercise sound judgment in evaluating situations and in making decisions. Ability to effectively give and receive verbal and written instructions. Ability to establish and maintain effective working relationships with other employees, supervisors, and the public. Ability to meet the special requirements listed below.

## **SPECIAL REQUIREMENTS**

- Must be eighteen (18) years of age or older at time of hire.
- Must possess, or be able to obtain by time of hire, a valid State Driver's License.
- Certificate of Emergency Vehicle Operations ("EVOC") without record of suspension or revocation in any state.
- No felony convictions or disqualifying criminal histories within the past 7 years.
- Ability to read and write the English language.
- Legible handwriting (sometimes entries and notations need to be transferred by someone else for reporting purposes).
- Ability to meet Departmental physical standards; and
- Current Medical Physical by Fire Department Provider to meet Fire Standard and updates semi annually.

## **TOOLS AND EQUIPMENT USED**

Fire apparatus, fire pumps, hoses, boats, snowmobiles, and other standard firefighting equipment, ladders, Emergency medical aid unit, first aid equipment, radio, pager, personal computer, phone.

## **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 limitations to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit, talk or hear, stand, walk, use hands to finger, handle, or operate objects, tools, or controls, and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl, and taste or smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, 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 limitations to perform the essential functions. Work is performed primarily in an office, vehicle, and outdoor settings, in all weather conditions, including temperature extremes, during day and night. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents, and oils. The employee occasionally works near moving mechanical parts and in high, precarious places, and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration. The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

## **SELECTION GUIDELINES**

Formal application, review of education and experience, oral interview, criminal background check, final selection, and pre-employment medical examination. This is an at-will position subject to the Greenwood Employee Personnel Policies.

NOTE: Appointees will be subject to completion of a probationary period of one (1) year.

The examples of duties are intended only as illustrations of the various types of work 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 the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Board Chair

Vice Chair

Approval: \_\_\_\_\_

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