



## BARGAINING COMMITTEE

September 15, 2020  
5:30 p.m.

Civic Center  
West Committee Room

### Roll Call:

Alderspersons Brickner, Fliss, Wattawa

1. Call to Order
2. Minute Approval
  - July 7, 2020, 2020 - [Bargaining Minutes 07-07-2020](#)
3. Discussion and Action Items:
  - Agreement between International Association of Firefighters – Local 2717 and City of St. Francis, Wisconsin - [8-31-20 Final - Collective Bargaining Agreement - Fire - 2020-2022](#)
4. Adjourn

### PUBLIC NOTICE

Upon reasonable notice, a good faith effort will be made to accommodate the needs of individuals to participate in public hearings, which have a qualifying disability under the Americans with Disabilities Act. Requests should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the St. Francis City Clerk at 481-2300 Extension #4305. The meeting room is wheelchair accessible from the east and west entrances.

**NOTE:** There is a potential that a quorum of the Common Council may be present.

**MINUTES OF THE BARGAINING COMMITTEE HELD JULY 7, 2020**

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Present: Alderpersons Brickner, Fliss and Wattawa

Also Present: City Administrator Johnsrud, City Clerk/Treasurer Uecker, Fire Chief Poplar, City Attorney Alexy

Alderman Wattawa called the meeting to order at 6:02 p.m.

Moved by Alderwoman Fliss, seconded by Alderman Wattawa to place on file the minutes of the Bargaining Committee meeting held April 21, 2020. Motion carried.

Moved by Alderwoman Fliss, seconded by Alderman Wattawa to adjourn to Closed Session pursuant to Wisconsin Statute 19.85(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – Collective Bargaining Agreement – St. Francis Firefighters Local 2717. The following voted “aye”: Alderman Wattawa, Alderwoman Fliss, Alderman Brickner. Motion carried.

Time: 6:04 p.m.

Moved by Alderwoman Fliss, seconded by Alderman Brickner to adjourn. Motion carried.

Time: 6:42 p.m.

**Agreement  
Between  
International Association of Firefighters – Local 2717  
And  
City of St. Francis, Wisconsin**

**PREAMBLE**

This agreement, made and entered into at the City of St. Francis by and between the City of St. Francis, a municipal corporation, hereinafter referred to as “City”, and certain full-time employees who are employed by the City of St. Francis Fire Department represented by the International Association of Firefighters – Local 2717, hereinafter referred to as “Employees”.

**ARTICLE 1 – AGREEMENT**

**1.01** Both of the parties to this collective bargaining agreement, hereinafter “Agreement”, are desirous of reaching an amicable understanding with respect to the employer-employee relationship, which exists between them and to enter into an Agreement covering rates of pay, hours of work and conditions of employment.

**1.02** This Agreement shall become effective January 1, 2020 and shall remain in full force and effect until and including December 31, 2022 and shall be automatically renewed from year to year thereafter, unless either party prior to July 1, 2022 initiates negotiations.

**ARTICLE 2 – RECOGNITION**

**2.01 CERTIFICATION OF REPRESENTATIVES**

The City recognizes International Association of Firefighters Local 2717 as the exclusive bargaining representative for employees occupying the classifications as defined in the appropriate “Certification of Representatives” promulgated by Wisconsin Employment Relations Commission ruling dated September 9, 1982 as determined by the Wisconsin Employment Relations Commission.

**2.02 DUES CHECK OFF**

The City agrees to deduct monthly dues from earnings of all regular full-paid employees in the bargaining unit described in Article 2.01, an amount equal to the monthly dues uniformly required of all members. All dues are to be paid to the Treasurer of Local 2717 on or before the end of the month in which the deduction is made. The Local agrees to provide the City with a dues withdrawal authorization form signed by each member prior to dues being withheld from the member’s paycheck.

**2.03 FAIR SHARE**

The Union will represent all of the full-paid employees in the bargaining unit described in Article 2.01, Union and Nonunion. Each will be represented fairly and equally and therefore all members of the bargaining unit shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equivalent to the uniform dues required by members of the Union. The Association representative, Local 2717, shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or any other form of action taken or not taken by the City under the provisions of this Fair Share Agreement.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

**3.01** The Employees recognize the prerogative of the City and the Fire Chief to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the City has not specifically abridged, delegated or modified by other provisions of this agreement are retained as exclusive prerogatives of the City. Such powers and authority, in general, include but are not limited to the following:

- A. To determine its general business practices and policies and to utilize personnel, methods and means in the most appropriate efficient and flexible manner possible.
- B. To manage and direct the employees of the City, to make assignments of jobs, to determine the size and composition of the work force, to determine the work to be performed by the work force and each employee and to determine the competence and qualifications of the employees.
- C. To determine the methods, means and personnel by which and the location where the operations of the City are conducted.
- D. To take whatever action may be necessary in situations of emergency.
- E. To utilize temporary, provisional, part-time or seasonal employees when deemed necessary.
- F. To hire, promote and transfer and lay-off employees and to make promotions to supervisory positions.
- G. To suspend, demote or discharge employees for cause.
- H. To establish or alter the number of shifts, hours of work, work schedules, methods or processes.
- I. To schedule overtime work when required.
- J. To create new positions or departments; to introduce new or improved operations or work practices; to terminate or modify existing positions, departments, operations or work practices.
- K. To make and alter rules and regulations for the conduct of its business and of its employees.
- L. To subcontract or contract out work, when deemed necessary.

**3.02** The exercise by the City of any of the foregoing powers, rights and/or authority shall not be reviewable by arbitration except in case such are so exercised as to violate an express provision of this Agreement. Nothing contained herein shall abridge the employee's right as set forth in Chapter 111.70 of the Wisconsin Statutes.

**3.03** During the life of this agreement, the City will not unilaterally change any benefit which is mandatorily subject to collective bargaining and heretofore enjoyed by the majority of unit employees or which is enjoyed pursuant to the express terms of this Agreement.

## **ARTICLE 4 – GRIEVANCE PROCEDURE**

### **4.01 Definition**

Only matters involving interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance.

### **4.02 Procedure**

Any grievance, which may arise between the City and a Fire Department employee or between the City and the Union, shall be handled in the following manner. All grievances and communications shall be in writing at all steps.

Step One: The person filing the grievance, with a representative of the Union, if she or he desires, shall present his or her grievance in writing to the officer, or acting officer, in command of his or her shift, within thirty (30) days of the alleged incident. If the occurrence of the alleged incident causing the grievance affects a number of employees under circumstances that are similar, the Union may file a group grievance on their behalf at step two within thirty (30) calendar days of the alleged incident.

Step Two: If a satisfactory settlement is not reached within five (5) calendar days after the grievance is received by the officer, or acting officer, in command of his or her shift, the person filing the grievance, with a representative of the Union, if she or he desires, shall present his or her grievance in writing to the Fire Chief.

Step Three: If a satisfactory settlement is not reached within ten (10) calendar days after the grievance is received by the Fire Chief, or the Acting Fire Chief, the person filing the grievance, with a representative of the Union, if she or he desires, shall present his or her grievance in writing to the Bargaining Committee of the Common Council. A meeting shall be held within fourteen (14) calendar days of receipt of written request from the person filing the grievance.

Step Four: If a satisfactory settlement is not reached within fourteen (14) calendar days after receipt of the decision of the Bargaining Committee of the Common Council that the matter be submitted to arbitration. The parties shall by joint letter request the Wisconsin Employment Relations Commission to appoint a staff member of the Commission to arbitrate the grievance under the Wisconsin Employment Relations Commission's arbitration service. The decision of the arbitrator shall be final and binding on both parties involved.

### **4.03 Time Limits**

The time limits set forth above for the grievance procedure may be extended by mutual agreement of both parties involved in writing.

### **4.04 Costs**

All expenses involved in the arbitration proceedings shall be borne by the parties equally, however, any expenses relating to the calling of witnesses or obtaining of depositions or any similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required. Either party requesting a transcript of the hearing shall bear full cost of the same.

**ARTICLE 5 – WAGES**

**5.01** The parties agree that the wages paid to the employees covered by this Agreement shall be in accordance with the wage schedule hereafter set forth. The following is the monthly rate of pay per classification step:

	01/01/2020	01/01/2021	07/01/2021	01/01/2022	07/01/2022
	3%	2%	1%	2%	1%
<b>Firefighter</b>					
First Year	\$4499.08	\$4589.06	\$4634.95	\$4727.65	\$4774.93
Second Year	\$5027.25	\$5127.80	\$5179.07	\$5282.66	\$5335.49
Thereafter	\$5253.49	\$5358.56	\$5412.15	\$5520.39	\$5575.60
<b>Heavy Equipment Operator (HEO)</b>					
First Year	\$5977.21	\$6096.76	\$6157.73	\$6280.88	\$6343.69
Second Year	\$6164.67	\$6287.97	\$6350.85	\$6477.86	\$6542.64
Thereafter	\$6334.79	\$6461.48	\$6526.10	\$6656.62	\$6723.19
<b>Lieutenant</b>					
First Year	\$6540.44	\$6671.25	\$6737.96	\$6872.72	\$6941.45
Thereafter	\$6758.50	\$6893.67	\$6962.61	\$7101.86	\$7172.88

**5.02** The basic hourly rate of pay for each position shall be the annual rate of pay divided by two thousand nine hundred twelve (2912) hours.

**5.03** Heavy Equipment Operator (HEO) acting as the shift commander or heavy officer shall receive an addition to pay OR a lieutenant, acting as shift commander, shall receive an addition to pay under the conditions A, B and C below:

- A. Acting pay applies to regularly scheduled shifts, shift trades, and “short shift” positions filled to maintain daily minimum staffing.
- B. The Heavy Equipment Operator (HEO) or Lieutenant is authorized by the Fire Chief or his/her designee, to act in the respective position.
- C. The additional pay shall be as follows:
  - 1) 2020 – one dollar thirteen cents (\$1.13) per hour
  - 2) 2021 – one dollar sixteen cents (\$1.16) per hour
  - 3) 2022 – one dollar nineteen cents (\$1.19) per hour

**5.04 Direct Deposit**

The City will require all members to participate in Direct Deposit for all payroll funds in order to control cost associated with payroll. If the City fails to deposit the employee’s payroll at the designated time and there are fees associated with insufficient funds due to the failure, the fees shall be paid by the City. No “soft cost” associated with the failure will be reimbursed.

**ARTICLE 6 – HOURS OF WORK**

**6.01 Shift Work Year**

The normal work year shall consist of two thousand nine hundred twelve (2912) hours.

**6.02 Shift Work Week**

The normal work week shall be fifty-six (56) hours

**6.03 Shift Work Schedule**

The normal work schedule shall be one (1) day – 24 hours on duty followed by two (2) days – 48 hours off duty.

**6.04 Shift Assignments**

The City will provide the Union by December 1<sup>st</sup> of each year with a listing of shift assignments scheduled to occur at the start of the next calendar year.

**6.05 Voluntary Shift Work Schedule**

The Fire Chief or his/her designee may authorize and offer extra hour shifts to normal work schedule full-time firefighters to increase staffing levels; especially during recognized “peak period” times and during special events. Extra hour shifts will not exceed 12 continuous hours in duration. Extra hour shifts will be filled on a 100% voluntary basis and will not be subject to mandatory orders. Extra hour shifts will be granted as long as the employee will not exceed FLSA hours within the respective scheduled FLSA period. Personnel working extra shifts will fulfill applicable officer positions (shift commander and engine officer) or the “5 spot” on the shift. Extra hour shifts will not be subject to overtime and shall be paid at a straight (1.0) hourly wage.

**6.06 Flex Shift Firefighter Position and Schedule**

The City shall be permitted to hire two (2) full-time, fifty-six (56) hour firefighter effective 1/1/20, to a flex shift position to be assigned work typically between the hours of 0700 and 2200, but not exclusively, for 11.2 continuous hours any day of the week, as scheduled by the Fire Chief, or his/her designee. Flex shift firefighter may also be scheduled to work 24 continuous hours any day of the week, provided that 72 hours of scheduling notice is given. Flex Shift Firefighters may be scheduled to work a forty-eight hour shift on a consensual basis only. A Flex Shift Firefighter schedule may be modified within the 72 hour timeline on a consensual basis only. Furthermore, the flex shift firefighter may also be reassigned to work a regularly rotating schedule as outlined in 6.03, provided that 72 hours of reassignment notice is given. The flex shift firefighter will be assigned to work the same job duties as a regular shift firefighter.

Flex shift firefighter will maintain the same wages and benefits as a regular shift firefighter within this Agreement except for the following:

- A. Vacations
  - After one (1) year of continuous service 2 weeks
  - After eight (8) years of continuous service 3 weeks
  - After fifteen (15) years of continuous service 4 weeks
  - After twenty (20) years of continuous service 5 weeks

Once picked, flex shift firefighter vacation weeks shall be considered locked, and honored regardless of scheduling and/or temporary reassignment. A vacation week is defined as 0700 Sunday through 0700 on the following Sunday.

**B. Holidays and Holiday Pay**

Flex shift firefighter shall be compensated instead of time off on any of the holidays listed within this Agreement, at straight time hourly rate.

**C. Funeral Leave**

Flex shift firefighters shall receive up to three (3) duty days off with pay in the case of death in his or her family (including only: spouse, child, parent, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, stepmother, stepfather, stepchild, stepbrother, stepsister). The said days must be the day of the funeral, and one (1) day before and one (1) day after the funeral. Such funeral leave shall be granted only upon verification of death to the Fire Chief.

**D. Preference Points/Credit of Regular Firefighter Position.**

Flex shift firefighters shall receive preference points and or credit for the fulfillment of regular firefighter position vacancies.

**ARTICLE 7 – DUTY TRADES**

**7.01** Trading tours of duty shall be permitted with the consent and approval of the Fire Chief, or his/her designee. Such consent and approval shall not be unreasonably withheld.

**ARTICLE 8 – OVERTIME PAY**

**8.01** When required to work in excess of the normal work schedule except voluntary shift work schedule, overtime pay shall be granted and paid as set forth hereinafter. The base rate of pay shall be the annual salary divided by two thousand nine hundred twelve (2912) hours.

**8.02** Overtime shall be paid at the rate of one and one half (1 ½) times the base rate of pay and shall include but not be limited to the following activities:

- A. To maintain whatever minimum staffing levels as determined by the Fire Chief.
- B. By reason of response to a fire or rescuer call or some other sudden and serious emergency.
- C. Department training events.
- D. Public relations activities (such as Fire Prevention Week activities, Citizen CPR Program and presentations to groups when directed by the Fire Chief).
- E. Cooperative exercises (such as hospital disaster exercises, rescuer and air crash and hazardous disaster exercises).

F. Court hearings or court appearances occurring out of actions taken or witnessed while on duty.

**8.03** Overtime for training shall be paid at one and one-half (1 ½) times the base rate of pay. Training as hereinafter is defined as:

Training is the activity where an employee receives instructions, be it classroom or practical, rather than as acting as an instructor. Training activities shall be defined by the Fire Chief. Conferences and seminars that are not defined as training are excluded from overtime pay. This provision shall be effective the day of the signing of the contract with no retroactive pay before that date.

**8.04** It is agreed employees can elect to receive pay or compensatory time-off (except court appearances which shall be paid) as set forth by Departmental Policy. Employees must advise the Shift Commander upon dismissal of an activity whether they wish to receive pay or accrue compensatory time-off.

#### **ARTICLE 9 – LONGEVITY PAY**

**9.01** Each employee shall be entitled to and receive an additional Five Dollars (\$5.00) per month after five (5) years of full-time satisfactory continuous service; Ten Dollars (\$10.00) per month additional after ten (10) years of full-time satisfactory continuous service; Fifteen Dollars (\$15.00) per month after fifteen (15) years of full-time satisfactory service; Twenty Dollars (\$20.00) per month after twenty (20) years of full-time satisfactory continuous service; and Twenty Five Dollars (\$25.00) per month after twenty-five (25) years of such service.

#### **ARTICLE 10 – HOLIDAYS AND HOLIDAY PAY**

**10.01** Each employee shall be considered as receiving ten (10) paid Holidays. Said Holidays will be as follows:

- a) New Year's Day (January 1)
- b) Washington's Birthday
- c) Good Friday
- d) Easter Sunday
- e) Memorial Day (Last Monday in May)
- f) Independence Day (July 4<sup>th</sup>)
- g) Labor Day
- h) Columbus Day
- i) Thanksgiving Day
- j) Christmas Day

**10.02** Employees shall be compensated instead of time off on any of the holidays listed above from a) through j), in the amount of:

- 1) 2020 – three hundred twenty one dollars and thirty six cents (\$321.36) per holiday
- 2) 2021 – three hundred twenty nine dollars and forty three cents (\$329.43) per holiday
- 3) 2022 – three hundred thirty seven dollars and seventy cents (\$337.70) per holiday.

Lieutenants shall be compensated an additional amount of seventy-five dollars (\$75.00) per holiday. This additional amount is not paid if the paid holiday is taken as a scheduled duty day off in lieu of Holiday pay.

**10.03** Employees with less than seven years of service shall be allowed to take up to six (6) of the allotted ten (10) paid Holidays off as scheduled duty days off in lieu of Holiday pay.

Employees with 7 but less than fourteen years of service shall be allowed to take up to seven (7) of the allotted ten (10) paid Holidays off as scheduled duty days off in lieu of Holiday pay.

Employees with fourteen (14) or more years of service shall be allowed to take up to eight (8) of the allotted ten holidays off as scheduled duty days off in lieu of Holiday pay.

**10.04** Not more than one (1) Holiday may be taken in conjunction with a vacation period. Holiday pay shall be paid in a lump sum by separate check on the first regular pay period in December.

**10.05** Each employee shall be entitled to split three (3) holidays of the allotted ten (10) holidays into six (6) twelve-hour increments; these half-day holidays may be taken from 0700-1900 hours or 1900-0700 hours.

## **ARTICLE 11 – VACATIONS**

**11.01** Each regular full-time employee shall be entitled to the following vacation with pay. Vacations may be taken one (1) day at a time.

- A) Six (6) duty days after one (1) year of continuous satisfactory service.
- B) Nine (9) duty days after eight (8) years of continuous satisfactory service.
- C) Twelve (12) duty days after fifteen (15) years of continuous satisfactory service.
- D) Thirteen (13) duty days after twenty (20) years of continuous satisfactory service.
- E) Fifteen (15) duty days after twenty-three (23) years of continuous satisfactory service

## **ARTICLE 12 – SICK LEAVE**

**12.01** Each employee shall earn 0.84 days of sick leave per month from the date of hire for the first year only, thereafter posted once a year (January 1<sup>st</sup>) at 10 days per year. Employees may elect to accumulate up to forty (40) days or nine hundred sixty (960) hours of unused sick leave. Hereinafter known as the “sick leave bank”. Upon accumulation of forty (40) days or nine hundred sixty 960 hours within their sick leave bank, all unused sick days shall be paid at two hundred dollars (\$200) per day at the end of the year to the employee’s deferred compensation account and shall accumulate toward an additional forty (40) days or nine hundred sixty (960) hours of sick leave to be used exclusively in the event of catastrophic illness or injury or Family Medical Leave. Hereinafter, known as the “catastrophic leave bank. The use of the catastrophic leave bank is available for use by the employee where an off-duty injury or illness requires the employee to use all accumulated leave within their sick leave bank. Without repayment of any allocation to deferred compensation by the employee. The catastrophic leave bank may not be used for sick leave conversion toward termination pay.

**12.02** Employees shall be allowed to donate sick leave up to two (2) days, in any twelve month period, from their sick leave bank to another employee who has exhausted all available paid leave, to include but not limited to, sick leave bank, catastrophic leave bank, vacation, and compensatory time due to a period of continued illness, injury or approved absence under the Family and Medical Leave provisions. Donated sick leave cannot be banked toward termination pay or catastrophic leave bank.

### **ARTICLE 13 – TEMPORARY LIGHT DUTY**

**13.01** Duty incurred injury takes precedence over any non-duty incurred injury. The Fire Chief will be responsible for the determination on the number of employees, length of time on light duty, and the hours they work, including the ability to assign an employee on light duty to a 40 hour work week. All personnel assigned to light duty shall have a doctor certificate stating that light duty is permissible.

**13.02** The Fire Chief reserves the right to deny any light duty assignment for a non-duty related injury or physical or mental health condition diagnosed by an authorized, licensed physician, which restricts him or her from performing all the essential functions of the job. Acceptance of light duty assignment for non-duty related incidents shall be optional, and at the sole discretion of the employee.

**13.03** For those employees who are assigned light duty by the Fire Chief, the remainder of any vacation hours may be rolled over to the following year to be used by April 1<sup>st</sup> otherwise vacation balance shall be paid out in the year earned.

**13.04** For those employees who are assigned light duty by the Fire Chief, the remainder of any holidays will be prorated based on light duty assignment hours worked otherwise any holiday balances shall be paid out in the year earned.

### **ARTICLE 14 – HEALTH INSURANCE**

**14.01** The City of St. Francis shall provide health insurance coverage to full-time employees as identified below:

- a) Effective January 1, 2020, employees shall pay fourteen percent (14%) of the monthly health insurance premium for both single and family coverage.
- b) The City agrees to contribute up to three hundred twenty dollars (\$320.00) per family and two hundred thirty dollars (\$230.00) per single employee when the employee presents written evidence of the dental cost by the last day of November. Payment will be made by voucher check in December. Any employees enrolled in the City's dental plan in March will qualify for this payout without need for verification.
- c) If an employee agrees to waive the right to health insurance coverage under the City provided plan, the City agrees to pay the amount of four hundred sixty dollars (\$460.00) per month for family coverage and two hundred thirty dollars (\$230.00) for single coverage. Employee must be eligible for family coverage within the City provided plan to receive four hundred sixty dollars (\$460.00) per month.

#### **14.02 Health Insurance for Surviving Spouse and Dependent Children**

In the event of an accidental death of an employee while performing in the line of duty, the City will provide the pay for the full premium for health insurance for the employee's surviving spouse and dependent children during the period the spouse remains unmarried or is eligible for health insurance that is equal to or better in terms of coverage and benefits and cost, to the insured for a maximum of three (3) years.

#### **14.03 Enrollment**

Open enrollment period is approximately 45 days prior to the December 1<sup>st</sup> renewal date of each year with participation effective from January 1 to December 31 of the following year. Enrollment may be changed during the next open enrollment period or for a qualifying event during the participation year.

#### **14.04 Retiree Health Insurance**

For Employees hired prior to January 1, 2020, the City agrees:

- 1) Employees with fifteen (15) years of service to the City of St. Francis who retire under the Wisconsin Retirement System (WRS) at age fifty-one (51) or older, hereinafter "Normal Retirement", OR
- 2) Employees who retire under a disability retirement, hereinafter "Disability Retirement", under Chapter 40 of the Wisconsin State Statutes shall continue to be covered as members of the Health Insurance Plan provided by the City applicable to this Agreement under the following terms:
  - A. For Normal Retirement, the City will pay the equivalent of eighty percent (80%) of the monthly health insurance premium frozen at the time of retirement to be paid for a maximum of 144 consecutive months based on Medicare eligibility. Retiree must apply for Medicare Part A and B when eligible.
  - B. For Disability Retirement, the City will pay the equivalent of forty-five (45%) of the health insurance premium frozen at the time of retirement to be paid for a maximum of 144 consecutive months based on Medicare eligibility. Retiree must apply for Medicare Part A and B when eligible.
  - C. The retiree is responsible for completing any necessary paperwork, applications and/or health assessment surveys that the employees are required to complete in order to evaluate health insurance options each year. The retiree is responsible for the monthly premium payment approved by the Common Council each year by resolution. The family coverage will be for retired employees with qualified dependents. Qualified dependents will be provided family coverage as defined in the health plan in effect at the time of retirement. In the event of a change of status from "family" to "single", the amount of dollars will reflect such change. In retirement single status is locked and cannot be increased to a family plan.
  - D. Health insurance coverage will include a retiree's spouse or dependents after his or her death for five (5) years from the date of retirement. Coverage will be reduced to single

coverage premium if only the spouse is covered. Health insurance coverage will terminate if the spouse is covered by another health plan of equal or better benefit or is eligible for Medicare Part A and B.

- E. Coverage would not include a retiree while he or she is covered by another health plan of equal or better benefit. If the retiree engages in full time employment then the City's obligation to pay for and provide retiree health insurance shall cease for the duration of the full time employment. Full time employment is defined as 32 hours per week or more average over the calendar insurance year. At such time as the retiree no longer is fully employed, he or she can participate again within the health insurance plan under the then current premium co-payment, benefit levels, terms and conditions for employees retiring on that re-enrollment date if allowed by the insurance carrier.
  - F. A retired employee who would move outside the coverage area or elects not to participate in the City's current plan as approved by resolution of the Common Council would be allowed a cash payment from the City based on 14.04(A) or 14.04(B). The cash payment shall be for reimbursement of any "out of pocket" premium costs by the employee on an after tax basis. Retirees must provide proof of payment prior to reimbursement under this paragraph. Plan deductibles and co-pays are not eligible for reimbursement. Reimbursements may be handled monthly by a third party provider or by the City directly. Once a retiree elects not to participate in the City's current plan they are no longer eligible to re-enroll in the City's offered plan at a later date except as provided in 14.04(E).
  - G. Future Benefit Level Changes. Retiree will be entitled to the benefit coverage as provided to current full-time employees by resolution of the Common Council annually.
- 3) For Employees hired on or after January 1, 2020, the City agrees that employees who meet one of following eligibility for continued coverage in a health insurance plan offered by the City, as specified in 14.01, until the retiree is Medicare eligible: 1) Employees with fifteen (15) years of service to the City of St. Francis who retire under the Wisconsin Retirement System (WRS) at age: 1) fifty (50) or older under minimum retirement, hereinafter "Minimum Retirement"; or 2) fifty-three (53) or older under a normal retirement, hereinafter "Normal Retirement"; or 3) Employees who retire under a disability retirement, hereinafter "Disability Retirement", under Chapter 40 of the Wisconsin State Statutes shall continue to be covered as members of the Health Insurance Plan provided by the City applicable to this Agreement under the following terms:
- a) The City shall pay into a post-employment Health Reimbursement Account (HRA) for health reimbursement benefits including, but not limited to, post-employment health insurance premiums of the employee in the amount of one hundred fifty dollars (\$150.00) per pay period. Payments shall be paid in accordance with the first full pay period following the date of hire. Partial pay period payments shall be prorated based on the date within the pay period from the date of hire to the first pay period. Retroactive payments for current employees shall be paid after the first full pay period following execution of this agreement.
  - b) Retirees who are eligible for continued coverage on the City's health insurance plan will be eligible for benefit coverage as provided to current full-time employees by resolution of the Common Council annually, subject to the retiree contributing 100% of the health insurance premium monthly. Retiree must apply for Medicare Part A and Part B when eligible.

- c) Participation in the City health plan is strictly voluntary and is available for the retiree and family until Medicare eligible. Once a retiree elects not to participate in the City's current plan they are no longer eligible to re-enroll in the City's offered plan at a later date except if allowed by the insurance carrier.
- d) A retiree's spouse or dependents are eligible to participate in the City health insurance plan after a retiree's death for a period of ten (10) years from the date of retirement or until Medicare eligible.
- e) The City obligation to pay into a post-retirement Health Reimbursement Account (HRA) ends upon termination of employment. Should termination occur prior to eligibility any outstanding balance of the HRA is returned to the City in accordance with the laws that govern Health Reimbursement Accounts.

**14.05** Employees who do not otherwise qualify for retiree health insurance under 14.04, may elect to stay in the group health insurance plan if the insurer will cover him or her and pay the agreed cost of the monthly premium over to the City or elect to get his or her own health insurance at the time of retirement or disability.

**ARTICLE 15 – LIFE INSURANCE**

**15.01** Regular full-time employees shall be covered under the State of Wisconsin Life Insurance Program in accordance with Chapter 40 of the Wisconsin Statutes, 1989-1990 as amended. The City shall pay such employee's share of the premium therefore up to a maximum of ten dollars (\$10.00) per month.

**ARTICLE 16 – GLASSES**

**16.01** For full-time employees excluding first year firefighter, the City shall contribute up to a maximum of seventy-five dollars (\$75.00) per year for prescription safety glasses (excluding contact lenses). Receipt for payment of such glasses shall accompany the request for reimbursement. The City shall pay for the full cost of repair or replacement to safety glasses damaged caused while in the line of duty, subject to verification and approval by the Fire Chief provided however, said damage is not the result of carelessness or failure to follow safety rules or wear protective safety glasses.

**ARTICLE 17 – WISCONSIN RETIREMENT FUND PLAN – PENSION**

**17.01** Each regular full-time firefighter shall be a participant in the Wisconsin State Retirement System (WRS) as provided by Wisconsin Statutes, pursuant to the rules and regulations of such fund. Employees hired prior to July 1, 2011 shall contribute to the WRS at the WRS employee contribution rate established for General Employees. The City shall pay the full cost of the Employer's required contribution.

**ARTICLE 18 – CLOTHING ALLOWANCE**

**18.01** The City shall purchase for each new employee, the station uniforms, protective clothing and equipment that is listed as follows or equivalent substitutions that meet fire department specifications:

UNIFORMS

#### CLASS C STATION WEAR

- 1 – Pair of Uniform Spec Footwear
- 1 - Polo Shirt
- 1 - Job Shirt
- 3 - T-shirts
- 2- Class “C” pants
- 1 – Uniform Shorts
- 1 - Belt
- 1 – Hi-Viz DOT Compliant Jacket
- 1 - Badge
- 1 - Name Tag

#### BALANCE OF CLASS “A”

- 1 – Blouse
- 1 – Pant
- 1 – Light Blue Class “A” Shirt
- 1 – Pair Oxford Shoes
- 1 – Hat
- 1 – Hat Badge
- 1 – Tie
- 1 – Pair of Gloves
- 1- Tie Tack
- 1 – Short Sleeve Shirt (“B” and “A”)
- 1 – Long Sleeve Shirt (“B” and “A”)

#### PROTECTIVE CLOTHING AND EQUIPMENT

- 1 each Turn-Out Coat
- 1 each Helmet with Markings and Front Shield
- 2 each Firefighting Hood, Long
- 1 each Gut Belt
- 1 pair Bunker Pants
- 1 pair Leather Bunker Boots
- 1 pair Fire Resistant Gloves

**18.02** Each regular full-time employee (except first year firefighter) shall receive a uniform allowance for the calendar year in the amount as follows:

- 1) 2020 – six hundred fifty three dollars and sixty four cents (\$653.64)
- 2) 2021 – six hundred seventy dollars and five cents (\$670.05)
- 3) 2022 – six hundred eighty six dollars and eighty seven cents (\$686.87)

New hire “first year firefighter” or “lateral transfer firefighter” shall receive a uniform allowance for the calendar year in the amount of one-half (50%) of the uniform allowance for regular full-time employee above.

Said clothing allowance shall be paid on the first regular pay period in December.

**18.03** The City shall replace uniforms or those parts thereof which are damaged during emergency response subject to approval of the Fire Chief.

#### **ARTICLE 19 – FUNERAL LEAVE**

**19.01** Each regular full-time employee shall receive one (1) duty day off with pay in the case of death in his or her family ( including only: spouse, child, parent, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, stepmother, stepfather, stepchild, stepbrother, stepsister) The said day must be either the day of the funeral, or day before the funeral

**19.02** Such funeral leave shall be granted only upon verification of death to the Fire Chief.

#### **ARTICLE 20 – TERMINATION PAY**

**20.01** Any employee who shall die, retire, be permanently disabled or terminate employment while employed by the City, shall be entitled to the following pay:

A. Vacation

Earned or unused vacation pay to be computed at the rate of regular pay for such period of time to which the employee would have been entitled.

B. Sick Leave

One-half ( $\frac{1}{2}$ ) of the accumulated sick leave up to a maximum of twenty (20) days. Accumulated sick leave will not be paid if an employee terminates with less than three (3) years of employment. Accumulated sick leave will not be paid if an employee is dismissed for cause. If an employee terminates in their first year of employment with the City, any and all used sick days will be deducted at the current rate from the employees final payroll check. Sick leave shall be paid out in the following amounts:

- 1) 2020 – four hundred eleven dollars and twenty five cents (\$411.25)
- 2) 2021 – four hundred twenty one dollars and fifty seven cents (\$421.57)
- 3) 2022 – four hundred thirty two dollars and fifteen cents (\$432.15)

Any employee who retires after fifteen (15) years of service shall have his or her accumulated sick leave, as calculated in accordance with the above, converted to a City contribution to a post-employment HRA for health reimbursement benefits.

C. Clothing Allowance

One-twelfth (1/12) of the prevailing unpaid annual uniform allowance through the month of termination.

D. Holidays

Accrued holiday pay shall be paid through the month of termination based on the holidays set forth herein above.

E. Accumulated Overtime

Earned accumulated overtime and compensatory time shall be paid at the employee's appropriate rate set forth in this Agreement.

Employees dismissed for cause shall forfeit all rights of clothing allowance and holiday pay.

**20.02** Employees who retire after fifteen (15) years of service may elect to place termination pay of unused earned vacation, pro-rated clothing allowance, accrued holiday pay, and accumulated overtime and compensatory time into a health retirement account (HRA).

**ARTICLE 21 – DUTY INCURRED DISABILITY PAY**

**21.01** Each regular full-time employee who sustains an injury while performing within the scope of his employment as provided by Chapter 102 of the Wisconsin State Statutes (Worker's Compensation Act) shall receive the difference between base salary and worker's compensation for the period of time the employee may be temporarily totally or temporarily partially disabled because of said injury, not to exceed six (6) months from the date of injury. For an additional six month period, such employee shall receive eighty percent (80%) of base salary. There shall be no deduction of sick leave for the above mentioned period of disability.

**ARTICLE 22 – EDUCATION**

**22.01** The City shall reimburse a regular full-time employee for tuition and course materials (including books) for approved fire technology, emergency medical service, special rescue, fire prevention, inspection, water/ice/rescue/dive and fire department courses. Such courses must be taken through local accredited schools, agencies, and/or associations. When applicable, the employee must maintain an official school yearly accumulative average of 2.5 and satisfactorily complete the courses in order to be reimbursed. Such courses must be approved by the Fire Chief prior to enrollment to entitle an employee to any reimbursement. Reimbursement shall be by voucher through the office of the Fire Chief. Employees shall be reimbursed the following amounts:

- 1) 2020 – eight hundred seventy one dollars and fifty four cents (\$871.54) per semester
- 2) 2021 – eight hundred ninety three dollars and forty two cents (\$893.42) per semester
- 3) 2022 – nine hundred fifteen dollars and eighty five cents (\$915.85) per semester

**ARTICLE 23 – MISCELLANEOUS**

**23.01 Reward**

Reward for the apprehension of criminals by any manner of the Department shall not be retained by the person entitled thereto, but shall be paid by such person to the City to be deposited into the General Fund of the City.

**23.02 Mileage**

A regular full-time employee shall be reimbursed at the standard federal rate of mileage for duty incurred travel outside of the City. Plus parking charges, for use of a private vehicle for official departmental business outside the City when such use is directed or authorized by the Fire Chief and a department vehicle is not available.

### **23.03 Bulletin Board**

The Union shall be allowed to post union notices, information and lists of union social activities on a bulletin board in the Fire Department provided materials posted are not discriminatory or inflammatory toward the City or any person. The City shall not be responsible for any materials posted on the said bulletin board.

### **23.04. Association Activity**

The Association shall be required to provide written notification to the Chairman of the Bargaining Committee (with copies to the Fire Chief, Secretary of the Police and Fire Commission and the City Administrator) within seven (7) days following the election or selection of Association officers, stewards or other Association officials or committees who will have any contact with the City. Association officers or stewards shall not be prevented from investigating grievances during regular working hours with the prior approval of the Fire Chief or officer in charge of the Department in the Fire Chief's absence.

### **23.05 Union Meetings in the Fire Station**

With prior approval of the Fire Chief, Local 2717 shall be allowed to hold union meetings in the Fire Station. Meetings will be held after 6:00 p.m. and will last no longer than two (2) hours each. "On Duty" union members shall be allowed to attend these meetings. In the case of the Chief's incapacitation or a leave of absence for more than two (2) months, the "Acting Chief" shall approve the above union meetings until the return of the Fire Chief.

### **23.06 Seniority for Local 2717 Members**

Seniority is defined as the length of employment with the St. Francis Fire Department as a full-time member. When two or more members are hired on the same date, seniority is based on length of part-time service within the St. Francis Fire Department.

### **23.07 Union Days**

The President of Local 2717 or his/her designee shall be granted two (2) - 24 hour duty days off with pay for attendance of Union functions. Days off must have prior approval of the Fire Chief or his/her designee. Union days may not be combined with other leave for continuous time-off.

## **ARTICLE 24 – AMENDMENTS AND SAVINGS CLAUSE**

**24.01** This Agreement may not be amended except by the mutual consent of the parties in writing.

**24.02** If any article or section of this Agreement or any Addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and Addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for any such article or section.

**24.03** The foregoing constitutes an Agreement between the parties and no verbal statement shall supersede any of its provisions.

## ARTICLE 25 – PROBATION AND PROBATIONARY PERIOD

**25.01** All new full-time employees shall be considered as probationary employees and must successfully complete a probationary period before attaining permanent employee status. Any permanent employee who is promoted shall be considered as a special probationary employee, and must successfully complete a special probationary period before being permanently appointed to the new position classification. All probationary employees, including special probationary employees, shall receive an employee evaluation on or near the midpoint of their probationary period.

### 1. Newly Hired Employees

Each newly hired employee becomes a probationary employee upon the date of their employment, and remains so until they have successfully completed their required probationary period. These required probationary periods shall be set forth below:

#### A. Newly Hired Employees – Twelve (12) months

During the probationary period, the probationary employee may be disciplined, discharged, laid off or otherwise dismissed at the sole discretion of the City, and neither the reason for nor the disciplinary action, discharge, layoff or dismissal may be subject to a grievance.

In the case of layoff, bumping and recall, there shall be no seniority among probationary employees. Upon the successful completion of the probationary period, however, the employee shall attain permanent employee status and receive all benefits normally afforded to regular permanent employees, including seniority. Employees shall acquire seniority credit, and their seniority shall be retroactive to the date of employment, less any adjustments.

### 2. Promoted Employees

Any permanent employee who is promoted to Regular Firefighter or Lieutenant becomes a special probationary employee upon the date of the promotion and remains so until they have successfully completed a required special probationary period. The special probationary period shall be as set forth below:

#### B. Employees promoted to Regular Firefighter or Lieutenant – Twelve (12) months

The special probationary period required above represents a total cumulative service time. For the purpose of this Agreement, special probationary employees who are in the position classifications as set forth and who are employed on a regular full-time basis, shall be considered as and entitled to all benefits of non-probationary members of the bargaining unit.

If the special probationary employee fails to demonstrate that she or he can completely and satisfactorily perform the job with the special probationary period, the City shall, for cause only, return the employee to his or her former position classification, without any loss in seniority. Any other employees who were transferred or promoted following and as a result of this employee's transfer or promotion shall also be returned to their former positions and unless there is a layoff involved, the bumping procedure shall not apply.

## **ARTICLE 26 – JURY DUTY**

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

**26.02** It is expressly understood that food purchases during jury duty is the employee's responsibility.

## **ARTICLE 27 – PROMOTIONS**

**27.01** The qualifications for promotion to Lieutenant, Captain and/or Deputy/Battalion Chief shall be posted annually and at the time of revision.

**27.02** The City shall post the components and the weight attached to each component for each promotional process. The City has the right to establish standards of promotions.

**27.03** Each candidate shall receive, at his or her written request, his or her scores with regard to each component.

## **ARTICLE 28 – LATERAL TRANSFERS**

**28.01** Lateral transfers allow for the opportunity to attract new members in a competitive employment market and simply to attract better candidates that may be interested in joining our organization for mutual benefit.

**28.02** For purposes of this section, lateral transfers shall be defined as Firefighter-EMT/Paramedics that have served as part of another unionized, bargaining unit and in consensus with St. Francis Professional Firefighters Local 2717

**28.03** Lateral transfers shall be evaluated by the Fire Chief and Local 2717 Union President and/or Police and Fire Commission for previous service history and appropriate qualifications. The Fire Chief and City Administrator shall have final determination for placement on Local 2717 CBA wage and vacation schedule.

**28.04** Despite potentially higher pay and vacation, lateral transfer members will be placed on the seniority schedule as their date of hire with the City of St. Francis for purposes of time off selection and promotions. Lateral transfer members will also utilize their date of hire with the City of St. Francis for all retirement and post-employment benefits.

## **ARTICLE 29 - RESIDENCY**

**29.01** Pursuant to this agreement there is no residency requirement.

MADE AND ENTERED INTO at the City of St. Francis, Wisconsin this 15<sup>th</sup> day of September, 2020

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Mike Corso  
President – Local 2717  
Committee

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Steve Wattawa  
Alderman - Chairperson – Bargaining

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Joseph Carufel II  
Bargaining Committee – Local 2717

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Donald Brickner  
Alderman - Bargaining Committee

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Cale Duerstein  
Bargaining Committee – Local 2717

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Debbie Fliss  
Alderman – Bargaining Committee

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Maxwell Hayes  
Bargaining Committee – Local 2717

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Mark Johnsrud  
City Administrator

**LETTERS OF AGREEMENT BETWEEN THE CITY OF ST. FRANCIS AND THE ST. FRANCIS FIREFIGHTER LOCAL 2717**

- A. Pursuant to this Agreement reached between the City of St. Francis and the St. Francis Firefighters Local 2717; the following provision applies until December 31, 2022:

Should the City of St. Francis decide to terminate its Fire Department and enter into an agreement with any third party to provide fire protection and/or EMS services, the City would honor the “Wages and Benefits” of its Union Local 2717, as non-probationary employees, until the adoption of a collective bargaining agreement with the new fire service provider is in place. The City would be open to union comments in this process.

- B. Pursuant to this Agreement reached between the City of St. Francis and the St. Francis Firefighters Local 2717; the following provision applies until December 31, 2022:

Should the City of St. Francis decide to provide Paramedic Service through its Fire Department and Local 2717, the City of St. Francis and Local 2717 will re-open the contract on the paramedic issue only. The paramedic issue will include but not be limited to the following areas: compensation (wages), work schedule while receiving the necessary training and any additional areas of concern to the City of St. Francis or Local 2717 in regards to the paramedic service.

“Providing paramedic service” shall be defined as delivering and billing for ALS/Paramedic EMS Care under the authority of an approved State of Wisconsin EMS Operational Plan.

Firefighter/Paramedics hired after January 1, 2020 shall maintain their EMT-P National Registry and State of Wisconsin EMT-P License for a period of 72 months from their date of hire. In the event that the City of St. Francis does not begin providing ALS/Paramedic service within 72 months of their hire date, the EMT-P licensing and National Registry requirements shall become null, and those employees shall then be required to maintain a State of Wisconsin EMT-Basic License.

Should the City of St. Francis assign an employee(s) to participate in EMT-P training and education, the City of St. Francis and Local 2717 will re-open the contract on the work schedule while receiving the necessary training.

Employee(s) assigned to EMT-P training by the City of St. Francis will be fulfilled on the following schedule:

- A) Consensual Agreement
- B) Assignment by Fire Chief or his designee

Employee(s) assigned to EMT-P training by the City of St. Francis shall maintain their EMT-P National Registry and State of Wisconsin EMT-P License for a period of 72 months from their date of WI EMT-P Licensure. In the event that the City of St. Francis does not begin providing ALS/Paramedic service within 72 months of their WI EMT-P Licensure date, the EMT-P licensing and National Registry requirements shall become null and those employees shall then be required to maintain a State of Wisconsin EMT-Basic License.

Each employee that maintains their State of Wisconsin EMT-P National Registry and State of Wisconsin EMT-P License, including those hired prior to January 1, 2020, shall be compensated an additional 1.5% wage increase annually.

MADE AND ENTERED INTO at the City of St. Francis, Wisconsin this 15<sup>th</sup> day of September, 2020

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Mike Corso  
President – Local 2717  
Committee

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Steve Wattawa  
Alderman - Chairperson – Bargaining

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Joseph Carufel II  
Bargaining Committee – Local 2717

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Donald Brickner  
Alderman - Bargaining Committee

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Cale Duerstein  
Bargaining Committee – Local 2717

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Debbie Fliss  
Alderman – Bargaining Committee

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Maxwell Hayes  
Bargaining Committee – Local 2717

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Mark Johnsrud  
City Administrator

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF ST. FRANCIS  
AND THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS – LOCAL 2717**

Pursuant to an agreement reached between the City of St. Francis and the International Association of Firefighters – Local 2717, the following provision applies:

- 1) Effective January 1, 2020, the provisions of scheduling, continuous hours worked and scheduling notice of the position created within 6.06 Flex Shift Firefighter Position and Schedule shall be reviewed by the St. Francis Fire Chief and St. Francis City Administrator and the President of International Association of Firefighters – Local 2717. Upon review, either the City of St. Francis or the International Association of Firefighters – Local 2717 may request changes to the provisions of scheduling, continuous hours worked and scheduling notice of the position created within 6.06 of the agreement in the form of an addendum to the letter of agreement to be brought before the Bargaining Committee of the City of St. Francis for consideration. In addition the following provisions provide:
  - a) In the event fire department bargaining unit staffing drops below 13, the agreement to allow flex scheduling shall expire and bargaining unit members shall work the schedule agreed to within the collective bargaining agreement.
  - b) The least senior bargaining unit member shall be assigned to the flex schedule. As a bargaining unit member assigned to the flex schedule obtains seniority he or she shall be assigned hours in accordance with the CBA and the less senior bargaining unit member shall be assigned to the flex schedule.
- 2) Should the parties enter into negotiations that lead to impasse, the impasse will be resolved under Section 111.70 Wis. Stats., with either party reserving the right to petition the Wisconsin Employment Relations Commission (WERC) for dispute resolution under Section 111.70 and 111.77 Wis. Stats.
- 3) In the event of an impasse, the practices arising under this side letter shall not be considered to have established the *status quo ante* for purposes of dispute resolution.
- 4) Any change(s) must be mutually agreed upon by approval of the City of St. Francis Common Council and ratified by the International Association of Firefighters – Local 2717.

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding on this 15<sup>th</sup> Day of September, 2020.

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Michael Corso  
President – Local 2717  
Committee

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Steve Wattawa  
Alderman - Chairperson – Bargaining

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Joseph Carufel II  
Bargaining Committee – Local 2717

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Alderman – Bargaining Committee

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Maxwell Hayes  
Bargaining Committee – Local 2717

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Mark Johnsrud  
City Administrator

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF ST. FRANCIS  
AND THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS – LOCAL 2717**

Pursuant to an agreement reached between the City of St. Francis and the International Association of Firefighters – Local 2717, the following provision applies:

- 1) Effective January 1, 2020, all members of International Association of Firefighters – Local 2717 who have a sick leave bank greater than forty (40) days or nine hundred sixty (960) hours shall be paid retroactively two hundred dollars (\$200) per day into the employee's deferred compensation account in accordance with the IRS Section 457 Deferred Compensation regulations. Should a retroactive payment to deferred compensation exceed the amount of contribution allowed by law within any one year, the retroactive payment will be divided and paid into the employee's deferred compensation account for the years of 2020 and 2021 to prevent any penalty to the employee.
- 2) Effective January 1, 2020, all members of the International Association of Firefighters – Local 2717 who have a sick leave bank greater than forty (40) days or nine hundred sixty (960) hours shall have the accrued sick leave converted under the terms of 12.01 Sick Leave of this agreement to a sick leave bank and a catastrophic leave bank. Any accumulated sick leave greater than eighty (80) days will be compensated per Section 1 above but will be otherwise forfeited.

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding on this 15<sup>th</sup> Day of September, 2020.

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Michael Corso  
President – Local 2717  
Committee

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Steve Wattawa  
Alderman - Chairperson – Bargaining

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Joseph Carufel II  
Bargaining Committee – Local 2717

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Mark Johnsrud  
City Administrator