



BARGAINING COMMITTEE

December 15, 2020
6:15 p.m.

Civic Center
West Committee Room

Roll Call:

Alderspersons Brickner, Fliss, Wattawa

1. Call to Order
2. Minute Approval
 - a. October 20, 2020 - [Bargaining Minutes 10-20-2020](#)
3. Discussion and Action Items:
 - a. Families First Compliance Amendment to Emergency COVID 19 Policy – Revised to December 31, 2020 - [Families First Compliance Amendment to Emergency COVID 19 Policy Revised 2021](#)
4. Adjourn to Closed Session: Roll Call Vote Required
 - a. Convene into closed session pursuant to under Wis. Stat. sec. 19.85(1)(e) Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – negotiating collective bargaining agreement – International Association of Firefighters – Local 2717
5. Reconvene into Open Session Upon conclusion of the closed session item, the Committee will reconvene into open session prior to acting on any matter that needs to be acted upon in open session
6. 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 MEETING HELD OCTOBER 20, 2020

Present: Alderpersons Brickner, Fliss

Also Present: City Administrator Johnsrud, City Clerk/Treasurer Uecker, City Engineer Dejewski, Police Chief Hunter, Fire Chief Poplar, Alderman Damon, Alderman Feirer

Excused: Alderman Wattawa

Chairman Brickner called the meeting to order at 6:26 p.m.

Moved by Alderwoman Fliss, seconded by Alderman Brickner to place on file the minutes of the Bargaining Committee meeting held September 15, 2020. Motion carried.

Resolution Regarding Employee and Retiree Health Plan Benefits Effective January 1, 2021:

City Administrator Johnsrud explained that the City has been with WEA Trust and the City uses a consultant to negotiate the plan renewal. Currently the renewal is coming in at a 4.5% increase with some minor plan adjustments. Co-pays will to go \$30/\$60 for office visits and pharmacy will increase slightly as well.

There is language in the union contracts that incent employees to live in the City buy paying more of the deductible. Since health care isn't a bargaining item in the union contracts, it has been placed in a resolution.

Moved by Alderwoman Fliss, seconded by Alderman Brickner to recommend approval of the Resolution Regarding Employee and Retiree Health Plan Benefits Effective January 1, 2021 as amended to change the contribution to the Fire Department Collective Bargaining Unit that live outside of the City would be \$1500/\$3500. Motion carried.

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

Time: 6:46 p.m.

City of St. Francis

Amendment to Emergency COVID 19 Policy for City Employees

Families First Coronavirus Response Act Compliance

Effective April 1, 2020 to December 31, 2021

Introduction

The federal government has passed the “Families First Coronavirus Response Act” to assist employees during the current public health emergency. As a covered employer, we provide the temporary benefits required by the Act as summarized in this policy. This policy will expire upon the conclusion of the Coronavirus public health emergency or on December 31, 2020, whichever is earlier. This policy is subject to change, including but not limited to in response to any new or revised guidance issued by the Secretary of Labor, other federal agencies, or changes in applicable law.

Eligibility

All full-time and part-time employees are eligible for the emergency paid sick leave benefits provided under section A, Emergency Paid Sick Leave, except that emergency responders are not eligible for coverage under section A, paragraph 3(e).

All staff, except emergency responders, who have been employed at least 30 days are eligible for the temporary expansion of FMLA under section B. Staff who have been employed fewer than 30 days and emergency responders are not eligible for the temporary expansion of FMLA. If you are eligible for leave under sections A and B, the total amount of paid leave available is capped at 12 weeks (reduced by any FMLA leave previously taken).

Definition

For purposes of this policy, emergency responders are all police department sworn officers, all firefighters, all DPW and all other staff designated as essential.

A. Emergency Paid Sick Leave Benefit

1. Full-time employees will receive up to 80 hours of paid sick leave benefits to be used for Coronavirus-related absences described below. Part-time employees will receive a pro-rated paid sick leave benefit based on the number of hours worked on average over a two-week period. The full benefit for which you are eligible is available for immediate use.
2. You are not required to exhaust other forms of paid leave before using this new Coronavirus paid leave. The Coronavirus paid leave is in addition to any paid leave you already have.
3. This benefit is available to you if you cannot work (in person or remotely) for any of the following reasons:
 - a. You are subject to a federal, state, or local Coronavirus quarantine or isolation order;

- b. You are advised by a health care provider to self-quarantine for Coronavirus concerns;
 - c. You are experiencing symptoms of Coronavirus and seeking a medical diagnosis;
 - d. You are caring for an individual who is under a Coronavirus quarantine or isolation order or has been advised by a health care provider to self-quarantine;
 - e. You are caring for a child whose school or child care provider has been closed or is unavailable because of Coronavirus;
 - f. You are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.
4. The City may require you to provide a certification for the need for leave, including from a health care provider confirming the applicable circumstance under section 3 above.
 5. The leave is paid out as follows:
 - a. If you require leave for reasons 3(a), (b), or (c) above, we will pay you your regular rate of pay, up to \$511 per day and \$5,110 in the aggregate.
 - b. If you require leave for reasons under 3(d), (e), or (f) above, you will receive two-thirds of your regular rate of pay, up to \$200 per day and \$2,000 in the aggregate.
 - c. If you do not have a set schedule of hours, paid sick leave is based on the average number of hours you were scheduled per day over the six-month period prior to use of the leave.
 6. If an employee is not teleworking, then leave for reasons 3(a), (b), (c), (d), and (f) above must be taken in full-day increments until the earlier of: (i) the full amount of paid sick leave has been exhausted; or (ii) an employee no longer has a qualifying reason for taking paid sick leave. If an employee is teleworking, an employee may only take intermittent leave for reasons 3(a), (b), (c), (d), and (f) above with the City's agreement.
 7. Similarly, an employee may only take leave identified in 3(e) above intermittently with the City's agreement.
 8. Your ability to use paid sick leave for purposes specified in the law will end upon termination of the qualifying event.
 9. Paid leave provided under this law does not carry over year to year and unused leave is not paid out.

B. Temporary Expansion of Family & Medical Leave

Federal Family and Medical Leave is temporarily expanded to include a qualifying need related to the

Coronavirus public health emergency, as declared by federal, state, or local authorities. The conditions of this expansion are outlined below.

1. You are eligible for the leave if you have worked at least 30 calendar days.
2. A “qualifying need” is limited to circumstances where you cannot work (in person or remotely) because of your need to care for your child due to a Coronavirus-related public health emergency school or child care closing/unavailability.
3. Pay for the temporary FMLA leave will be as follows:
 - a. The first 10 days of the leave are unpaid. You may elect to use the Emergency Paid Sick Leave Benefit (section A above) or any accrued paid leave during this time if available.
 - b. After the first 10 days, we will pay you two-thirds of your regular rate of pay, up to \$200 per day and \$10,000 aggregate.
4. Temporary FMLA leave may only be taken intermittently with the City’s agreement.
5. The City may require you to provide a certification or documentation supporting the need for leave.
6. Generally, you will be reinstated to the same or equivalent position once your leave ends.
7. The total amount of FMLA leave available, including any temporary FMLA leave, remains at twelve (12) weeks per twelve (12) month period. Thus, the amount of temporary FMLA leave available to any employee will be reduced by any FMLA leave previously taken within that time period.

Please contact City Administrator if you have questions regarding this policy.