

2009 - 2010
 AGREEMENT
 between
 THE CITY OF APPLETON
 and
 THE WISCONSIN COUNCIL OF COUNTY
 AND MUNICIPAL EMPLOYEES
 AFSCME, AFL-CIO
 covering
 Water Plant Employees

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1 AGREEMENT

2
3 This AGREEMENT is jointly prepared by the City of Appleton, Wisconsin, operating the Appleton Water Utility, party
4 of the first part hereinafter referred to as the "Employer" and the Wisconsin Council of County and Municipal
5 Employees Union, AFSCME, AFL-CIO, party of the second part hereinafter referred to as the "Union".
6

7 The general purpose of this agreement is to increase general efficiency, to promote a harmonious relationship
8 between the Employer and its employees, to promote the morale, well-being and security of said employees, to
9 maintain a uniform minimum scale of wages, hours and conditions of employment among the employees and to
10 facilitate a peaceful adjustment of all grievances and disputes which may arise; and in addition, in the mutual interest
11 of the Employer and the employees to provide for the successful operation of the plant under methods which will
12 further to the fullest extent possible, the safety, welfare and health of the employees, economy and dependability of
13 operation, successful and reliable discharge of responsibility to the City of Appleton and protection of City owned
14 property. It is further recognized by this agreement to be the duty of the Employer, the Union and all employees to
15 cooperate fully, individually and collectively, for the advancement of these purposes.
16

17 Definitions: "Plant" or "plants" means the Water Treatment Plant of the Employer. "Employee" or "Employees"
18 means any person hired to work at the plant. "Agreement" means this negotiated set of rules and regulations.
19 "Employer" means the City of Appleton or any of its duly authorized representatives.
20

21 **ARTICLE 1 – RECOGNITION AND UNIT OF REPRESENTATION**

22
23 The Employer hereby recognizes the Union as the exclusive collective bargaining representative of all employees of
24 the Employer employed in its plant, excluding supervisory, professional and confidential employees for the purposes
25 of conferences and negotiations with the Employer, or its lawfully authorized representatives, on questions or wages,
26 hours and conditions of employment.
27

28 It is mutually agreed that no employee shall be penalized or discharged because of union membership or union
29 activities. Union membership is voluntary and any employee has all the rights accorded to him in Section 111.70 of
30 the Wisconsin Statutes.
31

32 **ARTICLE 2 – FUNCTION OF MANAGEMENT**

33
34 Except as herein otherwise provided, the management of the work and the direction of the working forces, including
35 the right to hire, promote, demote, layoff, suspend without pay, or discharge for proper cause, or transfer and the right
36 to determine the Table of Organization, definitions, the number of employees to be assigned to any job classification
37 and the job classifications needed to operate the Employer's public jurisdiction is vested exclusively in the Employer.
38 The Employer agrees, however, to notify the Union prior to the effective date of any change in the Table of
39 Organization.
40

41 It is further agreed, except as herein otherwise provided, that the responsibilities include, but are not limited to that
42 outlined in this Policy. In addition to any specified herein, the Employer shall be responsible for fulfilling all normal
43 managerial obligations, such as planning; changing or developing new methods; establishing necessary policies,
44 organization and procedures; assigning work and establishing work schedules; and of applying appropriate means of
45 administration and control.
46

47 **ARTICLE 3 – RULES AND REGULATIONS**

48
49 In keeping with the above, the Employer shall adopt and publish rules which may be amended from time to time,
50 provided, however, that such rules and regulations are not contrary to the provisions of this agreement.
51

1 In the event of a dispute as to such rules or regulations, the dispute shall be referred to the grievance procedure for
2 settlement and shall be initiated at Step 2 of the Grievance Procedure herein contained.

3
4 **ARTICLE 4 – UNION BULLETIN BOARD**

5
6 The Union is hereby granted permission to post notices, announcements and other materials on the union bulletin
7 board on the premises.

8
9 **ARTICLE 5 – CONDUCT OF BUSINESS**

10
11 The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent
12 a steward from properly conducting any grievance in accordance with the procedures outlined in the Agreement nor to
13 prevent certain routine business such as the posting of union notices and bulletins.

14
15 Business agents or representatives of the Union having business with the officers or individual members of the union
16 may confer with such officers or members during the course of the work day for a reasonable time, provided that
17 permission is first obtained from the supervisor immediately in charge of such officers or members.

18
19 The Employer hereby agrees not to deduct such reasonable time from the pay of such employees.

20
21 **ARTICLE 6 – PROBATIONARY AND EMPLOYMENT STATUS**

22
23 All newly hired employees shall be considered probationary for the first six (6) months of their employment with the
24 Employer and such probationary employees may be disciplined or discharged without recourse to the grievance
25 procedure contained in this agreement. Benefits, excluding WRS, shall begin on the sixty-first (61) day.

26
27 Probationary employees shall work the hours of their classification. Probationary employees are not eligible for
28 overtime unless overtime has been refused by regular employees.

29
30 The seniority of an employee who has satisfactorily completed probation shall date from his original date of
31 employment and he shall then be entitled to all benefits accruing to regular employees.

32
33 A regular employee is one who has satisfactorily completed his six (6) months of probation. Satisfactory completion is
34 recognized by employment continued beyond six (6) months unless other specific arrangements have been made
35 with the Union. A TEMPORARY EMPLOYEE IS A PERSON HIRED FOR A SPECIFIED PERIOD OF TIME NOT TO
36 EXCEED SIX (6) MONTHS AND WHO WILL BE SEPARATED FROM THE PAYROLL BEFORE THE END OF SUCH
37 PERIOD, UNLESS THE EMPLOYER HAS MADE OTHER SPECIFIC ARRANGEMENTS WITH THE UNION.

38
39 Proper records indicating the status of the employee shall be completed at the time of employment and a copy of such
40 status record shall be furnished to the employee and to the union.

41
42 **ARTICLE 7 – SENIORITY**

43
44 The Employer agrees to recognize seniority. Seniority shall consist of the total calendar time elapsed since the date
45 of employment, provided, however, that no time prior to a discharge for cause or a quit shall be included and provided
46 that seniority shall not be diminished by temporary layoff or leaves of absence or contingencies beyond the control of
47 the parties to this agreement.

48
49 Probationary employees shall not acquire seniority status until they become regular employees. At that time, their
50 last hiring date becomes their seniority date.

51
52 Temporary employees shall not acquire seniority status.

1
2 Employees shall be laid off in inverse order to their length of service in the plant provided those retained are capable
3 of carrying on the Employer's usual operation and whenever so laid off shall possess re-employment rights as
4 hereinafter defined.
5

6 Regular employees shall not be laid off until all temporary and probationary employees have first been laid off,
7 provided such employees are qualified to perform the available work. The Employer shall give fourteen (14) calendar
8 days notice prior to layoff of regular employees. No temporary employees shall perform bargaining unit work while
9 qualified regular employees have recall rights.
10

11 An employee who is displaced from his/her position as a result of a reduction in forces shall be permitted to displace
12 any less senior employee, provided he/she is qualified to perform the work. Should such employees not demonstrate
13 his/her ability to perform the work within thirty (30) days, he/she shall be laid off.
14

15 Whenever it becomes necessary to employ additional workers either in vacancies or in new positions, subject to the
16 provisions of the "Job Postings" clause in this agreement, former employees who have been laid off, within one (1)
17 year prior thereto, shall be entitled to be re-employed in such vacancy or new positions in preference to all other
18 persons without loss of seniority provided they are qualified to perform the available work. The period of absence
19 during layoff shall not be counted in determining the employee's seniority.
20

21 An employee with less than one (1) year of service at the time of a layoff, or any employee laid off for more than one
22 (1) year who returns to work following the layoff shall be considered as a new employee. Such layoff shall be a break
23 in seniority and all time worked prior to the layoff shall be excluded in determining the employee's seniority.
24

25 The Employer will prepare and appropriately display, an up-to-date seniority list of all employees. This list will show
26 the effective hiring date of each employee with the most senior employee in the group first, followed by all others in
27 the group in their proper order.
28

29 **ARTICLE 8 – JOB POSTING**
30

31 A vacancy shall be defined as a job opening not previously existing in the Table of Organization or a job created by
32 the termination of employment, promotion, or transfer of existing personnel, when the need for such job continues to
33 exist in the Table of Organization. In the event it becomes necessary to discontinue or suspend a job, subject to any
34 restriction elsewhere in this agreement, for a period of time, the employer will post a notice to that effect.
35

36 All vacancies shall be posted on the bulletin board. Such notice shall be posted for at least ten (10) calendar days
37 and shall state the prerequisites for the job. Such prerequisites shall be consistent with the requirements of the job
38 classification referred to elsewhere in this agreement.
39

40 Employees desiring to apply for such vacancies shall sign the posted notice. Only those applicants who meet the
41 prerequisites for the position shall be considered. The applicant with the longest plant service shall be given the first
42 opportunity to qualify for the vacancy. Said employee shall demonstrate his ability to perform the job during a training
43 period of forty-five (45) calendar days; and if he is deemed qualified by the Employer after said training and trial, he
44 shall be permanently assigned to fill the vacancy. This trial period may be extended by mutual agreement between
45 the Employer and the Union, on a case-by-case basis. Should such employee not qualify or should he himself desire
46 to return to his former position, he shall be reassigned to his former position without loss of seniority. In that event,
47 the applicant next in line of plant seniority shall be given opportunity to qualify and this procedure shall obtain until the
48 vacancy is filled.
49

50 The Employer may make an immediate temporary assignment to fill any vacancy until the vacancy has been filled
51 pursuant to the procedure herein outlined.
52

1 Employees on trial or on temporary assignment shall receive the pay of the classification upon assumption of the new
2 job.

3
4 **ARTICLE 9 – DISCIPLINARY PROCEDURE**

5
6 The following disciplinary procedure is intended as a legitimate device to inform employees of work habits, etc., which
7 are not consistent with the aims of the Employer’s public function and thereby to correct those deficiencies.

8
9 Any employee may be demoted, suspended without pay or discharged for just cause. The sequence of disciplinary
10 action shall be oral reprimand, written reprimand, suspension without pay, demotion or discharge. A written
11 reprimand sustained in the grievance procedure or not contested shall be considered a valid warning for discharge.
12 When an employee’s record is clear of infractions for nine (9) months, all previous records of infractions will be
13 removed from his personnel file, except that records of suspension shall be retained for eighteen (18) months.

14
15 The above sequence of disciplinary action shall not apply in cases which are cause for immediate suspension or
16 discharge.

17
18 Any discharged employee may appeal such action through the grievance procedure and shall initiate grievance action
19 by immediate recourse to Step 3, within ten (10) days of notice of discharge.

20
21 Any suspended employee may appeal such action through the grievance procedure and shall initiate grievance action
22 by immediate recourse to Step 2.

23
24 Except as otherwise provided, suspension shall not be for less than two (2) calendar days, but for serious offense or
25 repeated violations suspension may be more severe. No suspension shall exceed thirty (30) calendar days.

26
27 Notice of discharge or suspension shall be in writing and a copy shall be provided to the employee and the Union.

28
29 **DISCIPLINARY SCHEDULE FOR ON-THE-JOB BREATH ALCOHOL CONCENTRATIONS:**

30
31 If test results demonstrate the presence of any breath alcohol concentration, the employee shall be subject to
32 discipline without receipt of a prior warning letter based on the following schedule:

- 33
34 1. Concentration equal to or above the State legal limit (as set forth in Wis. Stats. § 3401.01 (46m)(a)) in
35 210 liters – discharge.
36 2. Concentration equal to or above .04 but less than the State legal limit (as set forth in Wis. Stats. § 340.01
37 (46m)(a)) in 210 liters – one week suspension without pay.
38 3. Any concentration equal to or above .02 but less than .04 grams in 210 liters – suspension without pay for
39 the balance of the work day plus one day.
40

41 In addition to the above, any employee who has a breath alcohol concentration of less than the State legal limit (as
42 set forth in Wis. Stats. § 3401.01 (46m) (a)) per 210 liters shall be required, as a condition of continued employment,
43 to submit to assessment under the Employee Assistance Program and to comply fully with any recommendations
44 made under that program.

45
46 Any employee who has been suspended pursuant to “2” above and who subsequently has a positive breath alcohol
47 test shall be subject to immediate discharge.

48
49 Any employee who has been suspended pursuant to “3” above and who subsequently has a positive breath alcohol
50 test shall be subject to the following:

- 51 a) Discharge if the concentration is equal to or above the State legal limit (as set forth in Wis. Stats. §
52 340.01 (46m)(a)) per 210 liters.

- b) Suspension for one month if the concentration is equal to or above .04 but less than the State legal limit (as set forth in Wis. Stats. § 3401.01 (46m)(a)) per 210 liters.
- c) Suspension for one week if the concentration is equal to or above .02 but less than .04 grams per 210 liters.
- d) Discharge for a third positive test, regardless of the concentration.

A concentration level less than .02 grams per 210 liters shall be considered a negative test.

ARTICLE 10 – GRIEVANCE PROCEDURE

The parties agree that the prompt and just settlement of grievances is of mutual interest and concern. Should a grievance arise whether in reference to a question of interpretation or application of or compliance with the agreement or a question relating to safety, the grieving employee shall first bring the complaint to the steward or Grievance Committee of the Union. If it is determined after investigation by the Union that a grievance does exist, it shall be processed in the manner described below:

Step 1: The grievance shall be submitted orally to the Water Operations Supervisor. Should it not be possible to resolve the matter in the initial meeting with the Water Operations Supervisor, the grievance shall be reduced to writing and submitted to him for continued argument. If not resolved within one (1) week (which period may be extended by mutual agreement), he shall reply in writing and the grievance shall be processed as in Step 2 provided that it is submitted to the Utilities Director and or designee within seven (7) calendar days from the date the written statement is received by the Union.

Step 2: The grievance shall be submitted in writing to the Utilities Director and or designee. The Grievance Committee of the Union shall attempt to resolve the matter in a meeting with the Utilities Director or designee. If it is not resolved at this level within a reasonable period of time, at the option of either party, the grievance shall be processed as in Step 3.

Step 3: The grievance shall be presented in writing to the Director of Human Resources and/or designee who will attempt to resolve it within five (5) work days (Saturdays, Sundays, and holidays excluded). The Director or Human Resources and/or designee will note his statement in writing and return it to the Union.

Step 4: If the Grievance is not settled at the third step of the Grievance Procedure, the aggrieved party, within fourteen (14) work days, shall notify the other party of its intent to submit the grievance to arbitration. Thereafter, the parties shall each select three (3) arbitrators from the Wisconsin Employment Relations Commission staff. From those six (6) arbitrators, five (5) names will be drawn. The parties shall then proceed to alternately strike names from that panel until an arbitrator is selected. The striking order shall be determined by a coin toss. The decision of the arbitrator shall be final and binding on all parties. The cost of the arbitrator will be borne equally by the City and the Union.

The cost of the arbitration proceedings shall be divided equally between the parties as provided in the Wisconsin State Statutes 111.70.

General: Any employee may process his grievance as outlined above, but the Union shall have the right to be present and act in support of its position in the matter of the grievance.

A grievance must be reported to or filed with the employer within fourteen (14) calendar days of the occurrence or knowledge of the occurrence of the incident. Any grievance not reported or filed within the fourteen (14) day limit shall be invalid.

Any employee shall have the right of the presence of a steward when his work performance or conduct or other matter affecting his status as an employee is subject of discussion for the record.

1
2 The Union shall determine the composition of the Grievance Committee.

3
4 The above time limits may be extended by mutual agreement between the Employer and the Union.

5
6 **ARTICLE 11 – INSURANCE**

7
8 A. HEALTH INSURANCE: The Employer agrees to provide Health Coverage as listed below, including non-
9 duplication of benefits, for all regular employees. Changes in the present coverage shall be made by written
10 mutual agreement between the City and the Union. Selection of the carrier shall rest solely with the Employer
11 provided that the Union is given 30 days notice of an impending change in carrier and further provided that
12 the coverage shall be identical to or better than the present coverage.

13
14 When the amount of combined covered expenses paid by the employee and/or all their covered dependents satisfy
15 the out-of-pocket limits, including the deductible, the Plan will pay 100% of covered expenses for the remainder of the
16 calendar year, unless specifically indicated, subject to any calendar year deductible and co-pays and the lifetime
17 maximum of the Plan.

18
19 *Copays on office visit, emergency room or prescription drug, CT Scans, PET Scans, MRI, and Nuclear Medicine do
20 NOT apply to the deductible and out-of-pocket limits.

21
22 The Employer agrees to hold an open enrollment every year.

23
24 The employer shall provide health insurance benefits as outlined in Appendix A.

25
26 At the time of their retirement, employees who qualify for an annuity under the Wisconsin Retirement fund, shall have
27 the option of continuing the Medical Coverage Plan A only, at their expense, until they are eligible for Medicare,
28 provided that the retiree makes timely payments for the premiums.

29
30 B. Vision Insurance

31
32 The City agrees to provide up to \$14.55 per month per employee toward vision hardware insurance. The yearly vision
33 exam will be covered under the health insurance plan.

34
35 C. Dental Insurance

36

DENTAL BENEFITS		
Individual Maximum Benefit	Preventative, Basic, Major Restorative, Prosthodontic, and Orthodontic Services	\$1,000 per calendar year
Preventative Services	Covered expense is payable at 80%.	
Basic Services	Covered expense is payable at 80%.	
Major Restorative Services	Covered expense is payable at 80%.	
Prosthodontic Services	Covered expense is payable at 80%.	
Orthodontic Services	Covered expense is payable at 50%, for covered employees and covered dependent children up to the age of 19.	

37
38 D. Life Insurance

39
40 The Employer shall provide a \$15,000 life insurance policy for each regular employee in the unit and shall pay one
41 hundred percent (100%) of the premium for such coverage.

1
2 **ARTICLE 12 – AUTHORIZED ABSENCE**
3

4 VACATION: All regular employees shall be entitled to vacation leaves with pay during the twelve (12) month period
5 following their anniversary date or employment based upon the following schedule:
6

- 7 1 year of service – 1 week of vacation leave
- 8 2 years of service – 2 weeks of vacation leave
- 9 6 years of service – 2 weeks, plus 2 days of vacation leave
- 10 8 years of service – 3 weeks of vacation leave
- 11 12 years of service – 4 weeks of vacation leave
- 12 20 years of service – 5 weeks of vacation leave
- 13 26 years of service – 5 weeks plus 1 day of vacation leave
- 14 27 years of service – 5 weeks plus 2 days of vacation leave
- 15 28 years of service – 5 weeks plus 3 days of vacation leave
- 16 29 years of service – 5 weeks plus 4 days of vacation leave
- 17 30 years of service – 6 weeks of vacation leave

18
19 Vacation pay shall be at the employee’s regular straight time rate for the number of hours of his regular weekly
20 schedule.
21

22 Vacation weeks and/or vacation days shall be timed to conform to departmental work schedules and to the desires of
23 the employees whenever practicable. In the event of a conflict in the original choice of time of vacation between two
24 or more employees, the choice of the employee with the longest plant service record shall be given preference.
25 However, if he fails to sign up within the prescribed time, he shall lose his seniority preference. Such prescribed
26 vacation sign up time for the following year shall be from December 1 to December 31 annually.
27

28 Earned vacation must be taken during the calendar year (January 1st to December 31st) it is earned to except that with
29 written notification, up to five days of vacation may be carried over into the next calendar year provided that such
30 vacation is used no later than April 1st of said year.
31

32 Should a holiday occur within a vacation period, the Employer shall have the option whether to pay the employee
33 concerned an additional day’s pay or grant him an additional day of vacation.
34

35 If a Sunday falls within a vacation period for a Water Plan Operator, the employee shall have the option of taking
36 vacation pay for that day or of working that day and taking another vacation day contiguous with the vacation period.
37 Selection of the vacation day contiguous with the vacation period shall be made after all employees have had the
38 opportunity to sign up for vacation during the prescribed vacation sign up time and shall be subject to the limitations
39 on the number of employees allowed off on vacation at one time. Employees who exercise this option after the
40 prescribed sign-up time may only do so by mutual agreement with the Employer.
41

42 A regular employee will be eligible for his first paid vacation as of the first anniversary date of hire. After qualifying for
43 his first vacation, an employee will be eligible for future vacations as of January 1st of each calendar year.
44

45 If an employee qualified for a 1, 2, 3 or 4 week vacation as of January 1st and completes the service necessary for an
46 additional week of vacation later in the calendar year, such employee shall receive the additional week of vacation
47 after his anniversary date and shall thereafter be eligible for such increased vacation as of January 1st of each
48 succeeding calendar year. Any employee shall be permitted to split two (2) weeks vacation into single shifts if
49 desired. No employee requesting a segmented vacation shall have priority over an employee requesting a full week
50 of his vacation. Requests for the above mentioned segmented vacation shall be made at least seven (7) days in
51 advance.
52

HOLIDAY LEAVE: The following are recognized holidays.

Holiday	Celebrated by Water Plant Operators	
New Year's Day	01/01/09	01/01/10
Memorial Day	05/25/09	05/31/10
Independence Day	07/04/09	07/05/10
Labor Day	09/07/09	09/06/10
Thanksgiving Day	11/26/09	11/25/10
Day after Thanksgiving	11/27/09	11/26/10
Christmas Eve	12/24/09	12/24/10
Christmas Day	12/25/09	12/25/10

If the holiday falls on a Sunday the following Monday will be considered the holiday, except if Christmas Eve falls on a Sunday it is celebrated on Saturday. Any Operator working on any of the above dates shall receive double time pay for working the holiday.

Holiday	Celebrated by All Others	
New Year's Day	01/01/09	01/01/10
Memorial Day	05/25/09	05/31/10
Independence Day	07/03/09	07/05/10
Labor Day	09/07/09	09/06/10
Thanksgiving Day	11/26/09	11/25/10
Day after Thanksgiving	11/27/09	11/26/10
Christmas Eve	12/24/09	12/23/10
Christmas Day	12/25/09	12/24/10

If any of said holidays fall on a Saturday the preceding Friday shall be considered the Holiday. If the holiday falls on a Sunday the following Monday will be considered the holiday, except if Christmas Eve falls on a Sunday it is celebrated on Friday. If Christmas falls on Saturday the holidays will be celebrated on Thursday and Friday.

- A. Each employee shall be granted 32 hours to be taken as floating holidays off with pay during each calendar year. Choice of a floating holiday will be based on seniority. The employee shall give the employer twenty-four (24) hours notice and receive the employer's approval prior to taking his holiday. Employees may split floating holidays into four (4) hour blocks if it conforms to work schedules and work projects.
- B. Pay for Holidays Not Worked
 - 1. All regular employees shall be allowed holiday pay for the above twelve holidays only in accordance with the following conditions:
 - a. Unauthorized absence from work on the employee's scheduled workday immediately preceding or following the holiday shall make the employee ineligible for holiday pay.
 - b. Employees must work at least one (1) day during the calendar week (Monday through Sunday) in which the holiday is observed except employees off on a scheduled paid vacation or as a result of an on-duty accident.

- 1 2. Holiday pay allowance shall be made to eligible employees at the employee's regular straight time rate for
2 the basic scheduled hours per day for his occupation.
- 3 3. The application of "pay for holidays not worked" to employees who are absent during the recognized
4 holiday period shall be as follows:
5
 - 6 a. Paid vacation. Employee shall receive holiday pay for which he is eligible in addition to vacation pay.
 - 7 b. Illness and off-duty accident. Employee who has satisfied the requirements of a B-1-a and b above
8 shall receive holiday pay but not sick leave pay in addition.
 - 9 c. Off with permission. Employee who has satisfied the requirements of B-1-a and b above shall receive
10 holiday pay
 - 11 d. Workman's Compensation. Employees on Workman's Compensation shall receive holiday pay in
12 addition to Workman's Compensation.

13
14 In addition to the holiday allowance, Relief Operators who work as an Operator on an Operator holiday, shall receive
15 double time for working the holiday.

16
17 COMPENSATORY TIME: Water plant employees shall have the option of taking payment for overtime worked in
18 cash or in time off, subject to the following conditions.

- 19
20 1. Employees shall give the employer 24-hour notice and receive the employer's approval prior to taking his
21 comp-day off.
- 22 2. Employees will be able to earn and use compensatory time not to exceed 32 hours during one calendar
23 year.
- 24 3. Employees must take compensatory time off in eight (8) hour increments.
- 25 4. Compensatory time accrued that is not used by December 30 of each year will be paid out at the rate it
26 was earned.
- 27 5. Choice of compensatory time off will be based on seniority.

28
29 TIME OFF: VACATION, FLOATING HOLIDAY, COMPENSATORY TIME, KELLY DAYS: No more than three
30 employees shall be off per day. Kelly days off are part of the maximum number of employees permitted off at any
31 given time.

32
33 No more than one Water Plant Operator and one Relief Operator/Maintenance Helper will be allowed on vacation
34 during a single twenty-four hour day.

35
36 The order shall be Kelly Day, vacation, floating holiday, compensatory time.

37
38 SICK LEAVE: All regular employees shall accumulate sick leave with pay of one (1) full working day for each month
39 of service. An employee may use sick leave for absences necessitated by injury or illness of himself or a member of
40 his immediate family living in his residence, or required dental care. An employee may also use up to five (5) sick
41 days per year for absences for illness or injury of his immediate family not living in his residence, provided that such
42 employee shall be charged for two days of accumulated sick leave for each day of such absence. (e.g. an employee
43 who takes 5 days off for the illness of an immediate family member not living in his residence, will be charged for 10
44 days of sick leave.) A request for proof of such illness or injury may be made at the Employer's option.

45
46 Unused sick leave may be accumulated and carried forward for use in succeeding years until it reaches a total of one-
47 hundred twenty (120) days. This one hundred twenty (120) days shall be the maximum accumulated amount
48 allowable, however, the current year's sick leave credits shall be available for use during the current year in addition
49 to the amount accumulated.

50
51 Accumulated sick leave allowances may be used in the case of illness beginning in one (1) year and continuing into
52 the following year. However, in such a situation, sick leave allowance for the following year shall not be paid until the

1 employee has returned to the active payroll. Employees who are off the active payroll for the entire year are not
2 eligible for sick leave for that year.

3
4 Sick leave shall normally be applied against time lost from a normal scheduled work day. However, at the option of
5 the applicant, it may also be applied against lost Saturday or Sunday time if such time would otherwise have been
6 worked.

7
8 Employees who are sick on a Sunday when they were scheduled to work for double time may use two (2) days of sick
9 leave to recover lost time.

10
11 Rate of pay for sick leave shall be the straight time rate paid the employee on his regular occupation.

12
13 Employees shall receive payment for all unused sick leave accumulated at the time of retirement, not to exceed ninety
14 (90) days. The rate of pay for sick leave shall be the straight time rate paid to the employee on his regular occupation
15 at the time of retirement. Such payment shall be subject to the terms of Article 18. Post Employment Health Plan.

16
17 The retiring employee, during the year of his retirement, shall be eligible for sick leave prorated from January 1 to the
18 date of his retirement.

19
20 Each employee shall be advised of the status of his accumulated sick leave credits at least annually.

21
22 In case of death of any employee covered under this agreement, the employee's beneficiary shall be paid for the
23 employee's accumulated, unused sick leave, not to exceed ninety (90) days. Such payment shall be subject to the
24 terms of Article 18. Post Employment Health Plan.

25
26 JURY DUTY: An employee who is required to serve on any municipal, county, state or federal jury shall be excused
27 for such service.

28
29 An employee who has completed one (1) year of continuous service prior to January 1 or any calendar year shall be
30 entitled to reimbursement for the difference between pay received for jury service and the employee's basic wages.
31 "Basic Wages" means not more than eight (8) hours at the regular rate per day for the employee's scheduled job
32 classification for the days concerned. The employee shall furnish a signed statement from the court showing the days
33 served and pay received for jury service to be eligible for this reimbursement.

34
35 MILITARY LEAVE: Employees who are members of the National Guard or military reserves or other service
36 organization shall be granted temporary military leave without pay for annual tours of duty. Any employee called out
37 for active duty with the Armed Forces of the United States of America shall be granted a military leave of absence and
38 his seniority shall continue to accumulate during such leave, however, such employee must return to duty within
39 ninety (90) days from the date of release from active duty in order to be re-employed with such continued service
40 status.

41
42 FUNERAL LEAVE: In case of death in the immediate family of a regular employee (spouse, children, grandchildren,
43 parents, sister, brother, mother-in-law, father-in-law, or any other relative living in the employee's residence at the
44 time of death), the employee will be paid for the scheduled time lost from the day of death up to and including the day
45 after the funeral, but not to exceed three (3) scheduled work days at his regular straight time hourly rate, and not more
46 than a total of 24 hours pay for scheduled time off.

47
48 In the case of death of the employee's grandparents, spouse's grandparents, brother-in-law, sister-in-law (other than
49 those living in the employee's residence at the time of death), the employee shall be given the paid funeral leave for
50 the day of the funeral, provided the employee was scheduled to work and attended the funeral.

1 Leaves of absence without pay may be granted for the purpose of attending to post funeral arrangements, subject to
2 the approval of the employee's supervisor.

3
4 No funeral leave will be paid to any employee while on vacation, sick leave, layoff, or any unpaid leave of absence.
5 Employees are not eligible to use the benefits under this article until their sixty-first (61st) calendar day of employment.
6

7 OTHER LEAVE: Employees shall be granted leave of absence for legitimate reasons, provided, however, that the
8 purpose of such leave is not to seek or accept other employment, with the further provision that leave for special
9 assignment in the interest of the union shall not fall within the above exclusion. Leave of absence in this section is
10 leave with out pay.

11
12 **ARTICLE 13 – NORMAL WORK DAY AND WORK WEEK/OVERTIME/SHIFT DIFFERENTIAL/CALL-IN PAY**

13
14 WORK DAY AND WORK WEEK:

15
16 Day Workers (Relief Operators/
17 Maintenance Helpers) Monday through Friday
18 7:00 AM to 3:00 PM
19
20 Saturday (Kelly Day)
21 7:00 AM to 3:00 PM
22

23 The normal workday for Relief Operators/Maintenance Helpers shall consist of eight (8) consecutive hours per day.
24 The normal workweek shall consist of forty (40) hours per week Monday through Friday and Kelly Day coverage.
25

26 Relief Operators/Maintenance Helpers shall, if available, relieve for all prescheduled time off, as scheduled Monday –
27 Friday, except holidays.
28

29 The primary duties of the Relief Operator/Maintenance Helper are operation of the plant, the routine cleaning of the
30 plant and facilities and assisting the CBM personnel at the Plant.
31

32 Shift Workers (Water Plant Operators) Monday through Friday
33 7:00 AM to 3:00 PM (second shift)
34 3:00 PM to 11:00 PM (third shift)
35 11:00 PM to 7:00 AM (first shift)
36
37 Saturday
38 3:00 PM to 11:00 PM (third shift)
39 11:00 PM to 7:00 AM (first shift)
40
41 Sunday
42 11:00 PM to 11:00 AM
43 11:00 AM to 11:00 PM
44

45 The normal workday for Water Plant Operators shall consist of eight (8) consecutive hours per day Monday through
46 Saturday and twelve consecutive hours on Sundays. The normal work schedule for Water Plant Operators shall be
47 accomplished by a shift rotation with employees working 960 hours in a 168-day tour and through the application of
48 Kelly days and twelve hour Sunday shifts.
49

50 A Day Worker is entitled to a 15 minute paid lunch period when working as a Maintenance Helper. The lunch period
51 shall be taken approximately half-way through the workday. A Relief Operator/Maintenance Helper, when working as

1 a Maintenance Helper, shall be entitled to one 15 minute paid break during the first half of the shift at a time suitable
2 to their job duties.
3
4 Employees will be allowed up to 15 minutes beyond the ending time of the shift to brief the on-coming Water Plant
5 Operator.
6
7 Employees cannot work more than 12 hours in a 24 hour period without having a break of at least 7 hours between
8 work periods. This provision can be waived by mutual agreement between the employee and the supervisor.
9
10 The time keeping day for all Plant employees shall be a twenty-four (24) period beginning 11:00 PM.
11
12 OVERTIME: All authorized, paid leaves of absence shall be considered as time worked for the purpose of computing
13 overtime. Sunday work shall be compensated at the rate of two (2) times the employee's basic rate of pay for all
14 Plant employees.
15 Day workers: All work performed in excess of eight (8) hours in any one (1) day and/or in excess of forty (40) hours
16 per week shall be compensated at the rate of time and one-half the employee's regular rate of pay.
17
18 Shift workers: All work performed in excess of regularly scheduled hours (Monday through Saturday) and all work
19 performed on regularly scheduled days off shall be compensated at the rate of time and one-half the employee's
20 regular rate of pay.
21
22 Temporary employees shall not perform bargaining unit work on an overtime basis unless all available bargaining unit
23 employees are working.
24
25 The employer reserves the right to assign work to qualified employees by inverse seniority if sufficient qualified
26 employees are not otherwise available.
27
28 NIGHT SHIFT DIFFERENTIAL: All work performed on hours other than the 2nd shift for Water Plant Operators and
29 Relief Operators/Maintenance Helpers shall be compensated by the night shift differential in addition to regular pay.
30
31 CALL-IN PAY: In the event an employee is called in for work outside of his normal work schedule, he shall be paid a
32 call-time allowance of three (3) hours at straight-time in addition to the applicable pay for the time actually worked
33 provided, however, the employee shall receive no less than the equivalent of four (4) hours straight time pay. Such
34 call-time as provided in this paragraph, shall not apply when an employee is notified sixteen (16) or more hours before
35 he is to report to work. Neither shall such call-time be included as time worked in computing the weekly hours. When
36 an employee is called in to work outside of his normal work schedule and has been so notified sixteen (16) or more
37 hours before he is to report to work, he shall be allowed a minimum of two (2) hours pay.
38
39 Nothing contained herein shall require the employer to make more than one telephone call to an employee's
40 residence for a call-in situation or to leave a message for an employee who is not available to come to the telephone.
41
42 EXCEPTION: In the case of the Relief Operator/Maintenance Helper, call-in pay shall apply only to the first day of an
43 unscheduled relief assignment, even though such an assignment may last for several unscheduled consecutive days.
44 Such call-in pay will apply for each new unscheduled relief assignment.
45
46 REINSTATEMENT PAY: If, through the procedures contained in this agreement, it is established that an employee
47 was wrongfully discharged or disciplined, he shall be reinstated and compensated for all lost time at his regular rate of
48 pay.
49
50 KELLY DAYS: Kelly Days (off) for Water Plant Operators shall be taken on the 2nd shift on Saturday only. Relief
51 Operators/Maintenance Helpers will be scheduled for Kelly Day coverage. The Kelly Day Relief
52 Operator/Maintenance Helper will be scheduled off the Friday following the scheduled Kelly Day.

1
2 An employee who is called on the telephone, outside of his/her regular scheduled hours, to provide information
3 related to the operation of the Water Treatment Plant shall be paid for the time actually spent on the telephone, but
4 not less than one hour's straight time pay for each calendar day on which such calls occur.
5

6 **ARTICLE 14 – SALARY SCHEDULE**
7

8 The attached Schedule "A" covers rates and job classifications for all occupations under the jurisdiction of the Union
9 as shown in Article I (Recognition and Unit of Representation) and shall remain in effect without change for the term of
10 this Agreement except in those cases where changes are made which materially affect the duties of existing jobs
11 and/or when new jobs are established. In any case, adjustments in wages due to changes in existing jobs as above
12 mentioned or due to the establishment of new jobs, or in the event general wage levels are to be changed, such
13 changes and adjustments shall be negotiated by and between the parties to this agreement.
14

15 **ARTICLE 15 – PAY POLICIES**
16

17 All employees shall be classified in accordance with their work assignment and this shall be in accordance with the
18 job classifications referred to in Article 14 above.
19

20 Temporary assignment to work duties or tasks of a lesser nature, than that of an employee's job classification shall
21 not affect said employee's pay. Employees who are promoted or temporarily assigned to a higher paying
22 classification shall receive the rate of pay in said higher classification at the same step that they were paid in their
23 previous classification.
24

25 EXCEPTION: Mechanical and instrumentation repairs shall normally be assigned to qualified CBM employees. If
26 such employees are not available such work may be assigned to qualified Relief Operator/Maintenance Helper by
27 seniority. The Relief Operator/Maintenance Helper shall have an additional seventy-five cents (\$0.75) per hour added
28 to his base pay when relieving for the mechanic or Instrumentation Technician or when called in for mechanical and/or
29 instrumentation repair in the absence of the Mechanic or Instrumentation Technician.
30

31 When an employee is demoted to a lower class position, he shall be paid at the top pay for that class.
32

33 Employees will receive an additional thirty cents (\$0.30) per hour for all hours worked on the third shift and thirty-five
34 cents (\$0.35) per hour for all hours worked on the first shift.
35

36 All hourly paid employees shall be paid bi-weekly, every other Thursday. If a holiday falls on a Monday through
37 Thursday, payday shall be on Friday.
38

39 Employees shall receive a one time payment of thirty dollars (\$30) upon attainment of each of the following subgrade
40 certifications; Surface Water: Lime softening. This bonus shall also apply to certifications received prior to January 1,
41 1994. The maximum dollar amount payable to any employee shall be a total of sixty dollars (\$60). The Employer
42 agrees to reimburse employees for the full cost of recertification fees required to maintain their level of certification,
43 exclusive of any later charges or penalties. Employees shall be paid for the time needed to complete the training
44 required to maintain certification not to exceed eight (8) hours a day. Such time shall be paid at the employee's
45 straight-time rate unless overtime is mandated by the Fair Labor Standards Act.
46

47 Regular employees who leave the payroll for any reason (including resignation, layoff, discharge, military service,
48 retirement, or death) shall be paid for unused available vacation allowance for that year and for any unpaid wages
49 they may have earned. In the case of death, the Employee's legal heir shall receive the money.
50
51
52

1 **ARTICLE 16 – NEGOTIATIONS**

2
3 Negotiations on all matters covered by this agreement or on proposals with respect to wages, hours, and/or conditions
4 of employment shall be conducted pursuant to Article 29.

5
6 Employees will receive regular pay for attendance at meetings called by, or approved by, the Employer for the time
7 spent at such meetings when they otherwise would have been at work.

8
9 It is further agreed that the number of employees in attendance at any one meeting with the Employer will be held
10 within reason and will be such that in no case will it cause harm or jeopardy to Plant operations.

11
12 **ARTICLE 17 – WISCONSIN RETIREMENT FUND**

13
14 The Employer will pay 100% of the employee's contribution to the Wisconsin Retirement Fund.

15
16 **ARTICLE 18 – POST EMPLOYMENT HEALTH PLAN**

17
18 The City of Appleton agrees to participate in the Post Employment Health Plan (PEHP) for Collectively Bargained
19 Public Employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement, a copy
20 of which is attached to this agreement. The parties hereto designate Nationwide Retirement Solutions to act as
21 Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The Employer
22 agrees to contribute to the Plan on behalf of employees represented by the AFSCME, AFL-CIO covering Water Plant
23 Employees.

24
25 For the term of this agreement, the Employer shall contribute for each Eligible Employee the amount of \$10 per
26 month. In addition, upon retirement, the percent, as established by November 1 of the eligible employees accumulate
27 paid leave balance that would have otherwise been paid to the eligible employee, had the Employer not participated
28 in the Plan, shall be contributed to the Plan.

29
30 The percent contribution for retirees will be established annually by the group and will be used for the subsequent
31 year. This elected percent contribution must be submitted to the Human Resources Director/or designee in writing
32 prior to November 1 of each year.

33
34 The administrative yearly fee shall be paid by the employee.

35
36 **ARTICLE 19 – WORKER'S COMPENSATION**

37
38 Any employee receiving Worker's Compensation benefits as a result of an on-the-job injury or accident shall be paid
39 the difference between his prevailing straight time rate for a forty (40) hour week and whatever benefits he may
40 receive from Worker's Compensation for a maximum period of thirty (30) weeks. If the disability extends beyond 30
41 weeks, the employee shall continue to receive benefits and accumulate seniority for up to an additional twenty-two
42 (22) weeks, but shall not receive the above pay supplement during that period of extended disability.

43
44 **ARTICLE 20 – WORK CLOTHING**

45
46 Upon request of the employees, the Employer will furnish and maintain suitable work clothing. The type of clothing
47 shall be agreed upon by the Utilities Director and the employees concerned, and is to be limited to one (1) type or
48 style. This clothing must be worn only while on the job.

49
50 The Employer shall furnish all required safety equipment or protective clothing, except as hereinafter modified. The
51 safety equipment or protective clothing furnished by the Employer shall be used only in the course of an employee's
52 work.

1
2 Safety Shoes; The city agreed to reimburse up to \$100.00 the first year and \$55.00 per employee each year
3 thereafter. Employees will be allowed to carryover the \$55.00 to the next year not to exceed a total of \$110.00.
4 Replacement for unusual wear and tear, may be approved by the Safety Coordinator, provided proper Personal
5 Protective Equipment was worn.
6

7 Safety Glasses: Any employee who is required by the Employer to wear safety glasses, shall, if the employee does
8 not require corrective lenses, be provided with non-prescription safety glasses by the Employer. If such employee
9 requires corrective lenses, the Employer shall contribute \$25.00 toward the glasses and if the employee requires
10 bifocal lenses, the Employer shall contribute \$35.00 toward the glasses.
11

12 **ARTICLE 21 – FAIR SHARE AGREEMENT**

13
14 The Employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit,
15 the monthly dues certified by the Union as the current amount uniformly required of all members, and pay said
16 amount to the Treasurer of the Union on or before the end of the month following the month in which such deduction
17 was made.
18

19 Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date
20 of the change.
21

22 As to new employees, such deduction shall be made from the first paycheck following the first sixty (60) days of
23 employment.
24

25 The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly
26 remittance to the Union.
27

28 It is further agreed that the Union, as the exclusive bargaining representative of all employees in the Bargaining Unit,
29 will represent all such employees, Union and Non-union, fairly and equally, and all employees in the Unit will be
30 required to pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No
31 employee shall be required to join the Union, but membership in the Union shall be made available to all employees
32 who apply consistent with the Union Constitution and By-Laws. No employee shall be denied membership because
33 of race, creed, color, national origin, ancestry, age, sex, disability, arrest or conviction record, sexual orientation,
34 marital status or membership in the military reserve.

35 The Union does hereby indemnify and shall save the City harmless against any and all claims, demands, suits, or
36 other forms of liability including court costs that shall arise out of or by reason of action taken, or not taken by the City,
37 which City action or non-action is in compliance with this agreement, and in reliance on any lists of certificates which
38 have been furnished to the City pursuant to this Article, provided that the defense of any such claims, demands, suit,
39 or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section
40 shall be interpreted to preclude the City from participating in any legal proceedings challenging the application or
41 interpretation of this article through representatives of its own choosing and at its own expense.
42

43 **ARTICLE 22 – STATUTORY COMPLIANCE**

44
45 The parties intend that this Agreement shall conform to the provisions of all statutes of the United States and the State
46 of Wisconsin. If a provision herein is held to be in contravention of such statutory provisions by any court of
47 competent jurisdiction, such provision shall be inoperative and unenforceable. In such event, the Parties mutually
48 agree to meet and negotiate a substitute for such provision.
49
50
51
52

1 **ARTICLE 23 – SUPERVISORS**

2
3 Supervisory personnel shall not do bargaining unit work unless it is deemed necessary for the proper operation of the
4 Water Treatment Plant and its related facilities.

5
6 **ARTICLE 24 – SUBCONTRACTING**

7
8 The Employer agrees to notify the Union prior to sub-contracting of any work presently performed by Union
9 employees. The Employer will negotiate with the Union employees. The Employer will negotiate with the Union,
10 upon request, on any matters relating to such sub-contracting, which are mandatory subjects of bargaining. Nothing
11 herein shall be construed to limit either party's legal rights relating to subcontracting.

12
13 **ARTICLE 25 – SAFETY**

14
15 The Employer shall make every effort to provide and maintain a safe working environment.

16
17 There shall be an employer-employee safety committee, which shall meet regularly to discuss safety issues.

18
19 **ARTICLE 26 – NON-DISCRIMINATION**

20
21 The Employer and the Union are not to discriminate against any individual with respect to hiring, compensation, terms
22 or conditions of employment, nor will they limit, segregate or classify employees in anyway to deprive an individual
23 employee of employment opportunities pursuant to applicable Federal, State or local legislation.

24
25 It is agreed that the use of any word in this Agreement which refers to employees in the masculine gender shall be
26 considered to refer to employees of both sexes.

27
28 **ARTICLE 27 – RESIDENCY**

29
30 The Employer shall place no restrictions on where an employee may reside.

31
32 **ARTICLE 28 – TRAVEL TIME FOR TRAINING**

33
34 Employees shall be paid for all scheduled time spent traveling to and from Employer approved training under this
35 article and actual attendance at any approved training under this article less any time spent on breaks or meals.

36
37 **ARTICLE 29 – DURATION**

38
39 This collective bargaining agreement shall be in full force and effect from January 1, 2009 to and including December
40 31, 2010 and shall be automatically renewed from year to year thereafter as long as the union retains its certification
41 as the bargaining agent. If either party desires to add to or delete from or otherwise change any of the provisions of
42 this Policy, it shall give written notice thereof to the other party no later than the October 1 prior to the termination date
43 of the collective bargaining agreement. Such notices shall be directed to the Representative of the Union, or to the
44 Director of Human Resources/or designee as the case may be. Matters pertaining to the interpretation of provisions
45 of the collective bargaining agreement shall be directed to the Utilities Director.

IN WITNESS WHEREOF, the parties have cause this Collective Bargaining Agreement to be executed by their duly authorized representative and committee, this _____ day of _____ 2009.

CITY OF APPLETON

For the Wisconsin Council
County and Municipal
Employees AFSCME, AFL-CIO

ATTEST:

Timothy Hanna, Mayor

ATTEST:

Cindi Hesse, City Clerk

Provision has been made to pay any liability which may accrue under this contract.

Lisa A. Remiker
Director of Finance
City of Appleton, WI

Approved as to form:

James P. Walsh
City Attorney
City of Appleton, WI

AFSCME, AFL-CIO
Water Plant Employees
Exhibit A

1/1/2009	2.0%
7/1/2009	1.0%
1/1/2010	2.0%
9/1/2010	1.0%

Effective 01/01/09 through 12/31/10

Title	1/1/2009	7/1/2009	1/1/2010	9/1/2010
Water Plant Operator				
Start	\$ 21.44	\$ 21.65	\$ 22.08	\$ 22.30
6 Months	22.20	22.42	22.87	23.10
12 Months	22.92	23.15	23.61	23.85
18 Months	23.66	23.90	24.38	24.62
Relief Operator/Maintenance Helper				
Start	\$ 21.44	\$ 21.65	\$ 22.08	\$ 22.30
6 Months	22.20	22.42	22.87	23.10
12 Months	22.92	23.15	23.61	23.85
18 Months	23.66	23.90	24.38	24.62

Employees shall receive Longevity pay as follows:

- 0 - 5 years of service.....\$0
- 5 - 10 years of service.....\$.06/hour
- Over 10 years of service.....\$.10/hour

Appendix "A"
AFSCME, AFL-CIO WATER PLANT EMPLOYEES
Fill-In Procedure

These call-in procedures are subject to Article 13. NORMAL WORK DAY AND WORK WEEK OVERTIME SHIFT DIFFERENTIAL – CALL-IN-PAY

1. Water Plant Operator absences on the second shift (7a.m. - 3p.m.) on Monday through Friday:
 - a. A Relief Operator/Maintenance Helper fill the shift if available.
 - b. If a Relief Operator/Maintenance helper is not available, the off-going 11-7 Water Plant Operator will have the option of working the first four hours of the day shift. The on-coming 3-11 Water Plant Operator will have the option of working the last four hours of the day shift.
 - c. If the off-going or the on-coming Water Plant Operator(s) are not available or accepts the work, the time will be offered to the off-duty Water Plant Operators, by seniority.
 - d. If no one is available to work or accepts the work, the shift will be filled by inverse seniority (least to most), by qualified Relief Operator/Maintenance Helper and then by Water Plant Operators.

2. Water Plant Operator absences on the third shift 3 p.m. – 11 p.m. first shift 11 p.m. – 7 a.m., on Monday through Saturday, Holidays, and Kelly Day shifts and authorized day off on a Kelly Day for Relief Operators:
 - a. The off-going Water Plant Operator will have the option of working the first four hours of the next shift and the on-coming Water Plant Operator will have the option of working the last four hours of the previous shift.
 - b. If either the off-going or on-coming Water Plant Operator decline the four-hour block, off-duty Water Plant Operators will be called by seniority.
 - c. If no Water Plant Operators are available, or accepts the work, the shift will be offered to qualified Relief Operator/Maintenance Helper by seniority and in four-hour increments for the first half and the second half of the shift.
 - d. If no one is available to work, or accepts the work, the shift will be filled by inverse seniority (least to most), by qualified Relief Operators/Maintenance Helper and then by Water Plant Operators.

3. Water Plant Operator absences for Sunday will be as follows:
 - a. Unscheduled off-duty Water Plant Operators will be called by seniority.
 - b. If a Water Plant Operator is not available, or accepts the work qualified Relief Operators/Maintenance Helpers will be called by seniority.
 - c. If no one is available to work, the shift will be filled by inverse seniority (least to most), by qualified Relief Operators/Maintenance Helpers and then by Water Plant Operators.

4. Extended Absence:
 - a. Bargaining Unit Employee taking a sick call from an employee will ask the employee calling if he/she will be returning to work for his/her next regularly scheduled shift. The answer to this questions will be documented on the call-in list.
 - b. If the employee notifies the employer that the employee will be out for an extended absence, (more than three days) the shift will be filled by a Relief Operators/Maintenance Helpers.

5. Employees will be called using only one primary number. It is the obligation of the employee to notify management if that number changes.

**MEMORANDUM OF UNDERSTANDING SIDE LETTER
BETWEEN
THE CITY OF APPLETON
AND
AFSCME, AFL-CIO WATER PLANT EMPLOYEES**

Sick Leave Incentive Program

1. Any employee who uses no sick leave during a calendar year shall have the option of converting eight hours of the unused sick leave to eight hours of vacation in the following year.
2. Any employee who uses twenty-four hours or less of sick leave in a calendar year, shall have the option of converting four hours of the unused sick leave to four hours of vacation in the following year.
3. Any employee who has reached the maximum accumulation of sick leave who uses twenty-four hours or less of sick leave in a calendar year, shall be permitted to increase this banked sick leave by the unused hours for that year.

This option expires on December 30, 2010.

This Memorandum of Understanding Side Letter is not part of the Collective Bargaining Agreement.

For the City:

For the Union:

Date:_____

Date:_____

**Employer Participation Agreement
for the
Post Employment Health Plan
for Collectively Bargained Public Employees**

This PARTICIPATION AGREEMENT, effective as of the _____ date of _____, _____, (the "Effective Date"), by and between the undersigned employer (the "Employer"), and Nationwide Retirement Solutions (NRS), as the administrator (the "Administrator") of the Post Employment Health Plan for Collectively Bargained Public Employees (the "Plan").

WITNESSETH:

WHEREAS, the Employer is a State or a political subdivision thereof, or an agency or instrumentality of any of the foregoing; and

WHEREAS, the Plan provides post-retirement reimbursement of qualifying medical care expenses for the benefit of government employees and their dependents and,

WHEREAS, pursuant to a collective bargaining agreement (attached hereto as Exhibit B) with _____ (the "Local Union"), the Employer has agreed to make contributions pursuant to the Plan for work performed by its employees covered by said collective bargaining agreement ("Contributions"); and

WHEREAS, the Contributions will be held in trust by the LaSalle National Bank, or its successor, as trustee (the "Trustee") of the Trust for Post Employment Health Plan for Collectively Bargained Public Employees (the "Trust") for the exclusive benefit of plan participants and their qualified dependents;

WHEREAS, the Plan gives authority to the Administrator to accept on behalf of the Plan an Employer for participation in the Plan; and

WHEREAS, the Administrator is willing to accept the Employer as an Employer under the Plan upon the terms and conditions herein set forth;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Employer and the Administrator hereby agree as follows:

1. By execution of this Participation Agreement, the Employer adopts and agrees to be bound by all of the terms and provisions of the Plan and the Agreement and Declaration of Trust for the Plan assets (the "Trust Agreement") effective February 20, 1991 and such subsequent amendments which are adopted as provided in the Trust Agreement. The Employer agrees to be bound by all actions taken by the Administrator and the Trustee pursuant to the powers granted them by the Plan and Trust Agreement.
2. By execution of this Participation Agreement with the Employer, the Administrator accepts the Employer for participation in the Plan. The Trust Agreement and the Plan adopted by the Employer (and other participating employers) as in effect from time to time, shall fully apply to the Employer and its employees accepted for participation in the Plan.
3. This Participation Agreement does not authorize the Plan to bind the Employer in any manner inconsistent with the terms of its collective bargaining agreement and the Trust Agreement. This provision shall not preclude the Administrator or Trustee from enforcing any rights, which are provided as a matter of law in favor of the Plan, its participants and beneficiaries or the Trustee.
4. This Participation Agreement shall cover only those categories of employment for which the present collective bargaining agreement between the Employer and the Local Union requires Contributions to the Plan. Any other categories of employment shall require specific acceptance by the Administrator to be covered under the Plan.
5. Subject to section 8 of this Agreement, this Agreement shall remain in effect during the term of any collective

bargaining agreement between the Employer and the Local Union, during any extensions or renewals thereof and during any period the Employer continues to make Contributions provided that if any negotiated change in the collective bargaining agreement requiring Contributions to the Plan is made, such change must be submitted to the Administrator for acceptance prior to its becoming effective and binding on the Administrator. The Administrator, however, reserves the right to terminate the Employer's participation in the Plan:

- (a) should the Employer fail to make Contributions to the Plan;
 - (b) if at any time the Employer's collective bargaining agreement is modified in a manner which affects the operation or administration of the Plan in a manner which is unacceptable to the Administrator or Trustee; or
 - (c) as otherwise provided in the Plan or Trust Agreement.
6. The commencement and continuation of the Employer's participation in the Plan is contingent upon such commencement or continuation of participation not impairing the attainment, or retention, of the tax exempt status of the Trust under section 501(c)(9) of the Internal Revenue Code of 1986, as amended.
7. The Employer shall pay Contributions to the Plan required by its collective bargaining agreement in effect with the Local Union, from time to time, for each employee in a category for whom a Contribution is required pursuant to its collective bargaining agreement with the Local Union. All Contributions shall be due and payable to the Trustee or such other lockbox designated by the Administrator from time to time and maintained by the Trustee. With each Contribution to the Plan, the Employer will provide the Administrator with a Contribution Summary Sheet (or similar Report) which shall list the employees for whom contributions are made, their social security numbers, names and whether the contributions are for health care premiums or unreimbursed health care expenses and the amounts to be allocated on behalf of each such employee. The Administrator or its designee shall record the Contribution and reconcile the Employer's Contribution Summary Sheet or other Report. The Administrator shall instruct the Trustee to transfer the Contributions in good order from the lockbox to the Trust investment account upon completion of such recording and reconciliation. Contributions shall not accrue income or share in investment gains or losses while they are in lockbox prior to the transfer to the Trust investment account.

The Employer understands that failure to make payments in a timely manner may result in sanctions permitted by law, as well as the termination of its participation in the Plan, as provided in rules established from time to time by the Administrator.

On request the Administrator shall provide the Local Union a copy of the Contribution Summary Sheet (or similar Report) for Participants represented by the Local Union and shall notify the Local Union of the amounts received on behalf of those Participants at the request of the Union. The Administrator and Trustee may assume that Contributions paid over to the lockbox by participating Employers are correct. Any responsibility relating to enforcement of the contribution obligation pursuant to the collective bargaining agreement and this Participation Agreement shall rest solely with the Local Union.

8. The Employer (and the Local Union through the collective bargaining agreement) hereby appoint, and approve of, NRS to provide claims payment services and to act as the Administrator for the Plan. The Employer further agrees that the Administrator's compensation for its services shall be based on the schedule attached hereto as Exhibit A. The Administrator's fee shall remain fixed for the duration of the collective bargaining agreement unless the Employer and Administrator, upon mutual agreement, adjust the Administrator's fees during the term of the collective bargaining agreement. Upon the expiration of the collective bargaining agreement, the Administrator may adjust its fee. If the Employer does not approve a revised fee schedule, then the Administrator shall charge the fee based on the schedule approved by a majority of the Employers employing a majority of Participants participating under the Plan.
9. In addition to the fees to the Administrator, the Administrator shall have the authority to pay from the Trust any additional fees for legal services, Trustee expenses and other Plan related fees and expenses reasonably determined by the Administrator to be necessary for the Plan's and Trust's operation.

10. The Employer and the Local Union (through the collective bargaining agreement) hereby appoint, and approve of, LaSalle National Bank to act as Trustee of the Plan and Trust, and hereby ratify the terms of the Trust Agreement entered into between employees' representatives (i.e., the Professional Firefighters of Wisconsin, the Illinois Professional Firefighters Association, and the Wisconsin Professional Police Association) and the Trustee, a copy of which has been provided to the Employer.
11. The Employer (and its covered employees through its Advisory Committee Representative) hereby appoint and approve of Nationwide Advisory Services, Inc. to act as investment manager for the Trust's assets and the utilization of a group variable annuity for investment of the Employer's contributions. The Employer acknowledges that it has received and reviewed the informational brochure for the annuity. It is understood and agreed that part of the arrangement between NRS as Administrator and product provider Nationwide Life Insurance Co. includes commissions.
12. No waiver of any default in performance on the part of the Administrator or the Employer or any breach or series of breaches of any of the terms of this Agreement shall constitute a waiver of any subsequent breach. Resort to any remedies referred to herein shall not be construed as a waiver or any other rights and remedies to which the Administrator is entitled under this Agreement or otherwise.
13. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.
14. The Employer shall indemnify and hold the Administrator harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Administrator may incur as a result of claims based upon any breach by the Employer, its affiliates, agents or employees of any provisions of this Agreement, the Plan document or related items that are within their reasonable control.
15. The Administrator shall indemnify and hold the Employer harmless for and against all losses, damages, liabilities or expenses (including, but not limited to reasonable attorney's fees and litigation expenses) which the Employer may incur as a result of claims based upon any breach by the Administrator, its affiliates, agents or employees of any provisions of this Agreement, the Plan Document or related items that are within their reasonable control.
16. As a condition precedent to any right of action hereunder, in the event of any dispute or difference of opinion hereafter arising with respect to this Agreement, it is hereby mutually agreed that such dispute or difference of opinion shall be submitted to arbitration, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, except as otherwise provided in this arbitration provision. One arbiter shall be chosen by Employer, the other by NRS, and an umpire shall be chosen by the two arbiters before they enter upon arbitration. In the event that either party should fail to choose an arbiter within (30) days following a written request by the other party to do so, the requesting party may choose two arbiters who shall in turn choose an umpire before entering upon arbitration. If the two arbiters fail on the selection of an umpire within (30) days following their appointment, each arbiter shall name three nominees, of whom the other shall decline two, and the decision shall be made by drawing lots.
17. This agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Ohio. The parties consent to the jurisdiction of any Local, State or Federal Court located within Ohio.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed on its behalf by a duly authorized officer, and duly authorized representative of NRS executed this Agreement on behalf of the Administrator.

		(Entity Name)
_____, 20____	By	Entity Signature
_____, 20____	By	NRS Representative Nationwide Retirement Solutions, Inc. (NRS as Administrator)

2009-2010 PLAN OPTIONS –

This Benefit Summary is intended only to highlight benefits and should not be relied upon to fully determine coverage. This benefit plan may not cover all health care expenses. **More complete descriptions of Benefits and the terms under which they are provided are contained in the Summary Plan Description that you will receive upon enrollment in the Plan.**

If this Benefit Summary conflicts in any way with the Summary Plan Description issued to the employer, the Summary Plan Description shall prevail.

Where Benefits are subject to day, visit, and/or dollar limits, such limits apply to the combined use of Benefits whether in-Network or out-of-Network except where mandated by state law.

Network Benefits are payable for Covered Health Services provided by or under the direction of your Network physician.

***Prior notification is required for certain services. If UHC is not notified, Benefits will be reduced to 50% of eligible expenses or non-payment.**

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan C	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
Annual Deductible In and Out-of-Network deductibles are tracked separate, they do not aggregate	\$500 per covered person per calendar year, not to exceed \$1,000 for all covered persons in a family	\$1,000 per covered person per calendar year, not to exceed \$2,000 for all covered persons in a family	\$250 per covered person per calendar year, not to exceed \$500 for all covered persons in a family	\$500 per covered person per calendar year, not to exceed \$1,000 for all covered persons in a family	\$1,000 per covered person per calendar year, not to exceed \$2,000 for all covered persons in a family	\$2,000 per covered person per calendar year, not to exceed \$4,000 for all covered persons in a family
Out-of-Pocket Maximum	\$1,000 per covered person per calendar year, not to exceed \$2,000 for all covered persons in a family	\$2,000 per covered person per calendar year, not to exceed \$4,000 for all covered persons in a family	\$750 per covered person per calendar year, not to exceed \$1,500 for all covered persons in a family	\$1,000 per covered person per calendar year, not to exceed \$2,000 for all covered persons in a family	\$2,000 per covered person per calendar year, not to exceed \$4,000 for all covered persons in a family	\$5,000 per covered person per calendar year, not to exceed \$10,000 for all covered persons in a family
HRA - City of Appleton Funding	N/A		N/A		Annual: single - \$500, family \$1,000 Max cap: single - \$2,000, family - \$4,000	
Lifetime Maximum Plan Benefit (regardless of plan choice or change from one to another)	\$3,000,000 combined (in and out of network) benefit per covered person	\$3,000,000 combined (in and out of network) benefit per covered person	\$3,000,000 combined (in and out of network) benefit per covered person	\$3,000,000 combined (in and out of network) benefit per covered person	\$3,000,000 combined (in and out of network) benefit per covered person	\$3,000,000 combined (in and out of network) benefit per covered person

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan C	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
1. Ambulance Services – Emergency Only	Ground transportation: 90% of eligible expenses after deductible. Air transportation: 90% of eligible expenses after deductible	Ground transportation: 90% of eligible expenses after deductible. Air transportation: 90% of eligible expenses after deductible	Ground transportation: 90% of eligible expenses after deductible. Air transportation: 90% of eligible expenses after deductible	Ground transportation: 90% of eligible expenses after deductible. Air transportation: 90% of eligible expenses after deductible	Ground transportation: 90% of eligible expenses after deductible. Air transportation: 90% of eligible expenses after deductible	Ground transportation: 90% of eligible expenses after deductible. Air transportation: 90% of eligible expenses after deductible
2. Dental Services – Accident Only	90% of eligible expenses after deductible; *prior notification is required before follow-up treatment begins	90% of eligible expenses after deductible; *prior notification is required before follow-up treatment begins	90% of eligible expenses after deductible; *prior notification is required before follow-up treatment begins	90% of eligible expenses after deductible; *prior notification is required before follow-up treatment begins	90% of eligible expenses after deductible; *prior notification is required before follow-up treatment begins	90% of eligible expenses after deductible; *prior notification is required before follow-up treatment begins
3. Durable Medical Equipment	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required when the cost is more than \$1,000 ⁽¹⁾	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required when the cost is more than \$1,000 ⁽¹⁾	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required when the cost is more than \$1,000 ⁽¹⁾
3a. Hearing Aids – up to \$1,500 Max Benefit, Every Three Years	90% of eligible expenses after deductible	Not covered	90% of eligible expenses after deductible	Not covered	90% of eligible expenses after deductible	Not covered
4. Emergency Health Services	\$50 copay (waived if admitted)	\$50 copay (waived if admitted); *notification is required if results in an inpatient stay	\$50 copay (waived if admitted)	\$50 copay (waived if admitted); *notification is required if results in an inpatient stay	\$50 copay (waived if admitted)	\$50 copay (waived if admitted); *notification is required if results in an inpatient stay
5. Eye Examinations Refractive eye examinations are limited to one every calendar year from a UHC network provider.	100% coverage	No coverage	100% coverage	No coverage	100% coverage	No coverage

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan C	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
5a. Eye Exam Arising out of Illness or Injury	\$20 per visit	70% of eligible expenses after deductible	\$15 per visit	70% of eligible expenses after deductible	\$25 per visit	70% of eligible expenses after deductible
6. Home Health Care Network and non-network benefits are limited to 60 visits for skilled care services per calendar year.	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required 5 days before receiving services	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required 5 days before receiving services	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required 5 days before receiving services
7. Hospice Care Network and non-network benefits are limited to 360 days during the entire period of time a covered person is covered under the plan.	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required 5 days before receiving services	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required 5 days before receiving services	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required 5 days before receiving services
8. Hospital – Inpatient Stay	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification required	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification required	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification required
9. Injections Received in a Physician’s Office	\$20 copay per visit	70% of eligible expenses after deductible	\$15 copay per visit	70% of eligible expenses after deductible	\$25 copay per visit	70% of eligible expenses after deductible
10. Maternity Services – Prenatal Care	\$20 copay for initial visit; no copayment applies to physician office visits for prenatal care after the first visit. Delivery is subject to deductible and coinsurance.	70% of eligible expenses after deductible; *notification is required if inpatient stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.	\$15 copay for initial visit. No copayment applies to physician office visits for prenatal care after the first visit. Delivery is subject to deductible and coinsurance.	70% of eligible expenses after deductible; *notification is required if inpatient stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.	\$25 copay for initial visit. No copayment applies to physician office visits for prenatal care after the first visit. Delivery is subject to deductible and coinsurance.	70% of eligible expenses after deductible; *notification is required if inpatient stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan C	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
11. Outpatient Surgery, Diagnostic, and Therapeutic Services						
Outpatient surgery	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible
Outpatient Diagnostic Services Lab, Radiology/X-ray (unless otherwise noted)	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
Outpatient diagnostic/ Therapeutic Services – CT Scans, PET Scans, MRI, and Nuclear Medicine	\$50 copay per test	70% of eligible expenses after deductible	\$50 copay per test	70% of eligible expenses after deductible	\$50 copay per test	70% of eligible expenses after deductible
Outpatient Therapeutic Treatments	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible
PSA Screenings	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
Colonoscopies	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
Mammograms	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
12. Physician's Office Services	\$20 copay per visit	70% of eligible expenses after deductible	\$15 copay per visit	70% of eligible expenses after deductible	\$25 copay per visit	70% of eligible expenses after deductible

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan C	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
12a. Preventive Care -Voluntary Family Planning -Well Baby and Well Child Care -Routine Physical Exams -Vision Screening (not including refractive exams) -Hearing Screenings -Pap Tests, Pelvic Exams or related covered services	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
-Immunizations	100% coverage	Age 6 and under: Covered at 100% Over age 6: subject to deductible and coinsurance	100% coverage	Age 6 and under: Covered at 100% Over age 6: subject to deductible and coinsurance	100% coverage	Age 6 and under: Covered at 100% Over age 6: subject to deductible and coinsurance
Mammograms, once per year	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
13. Professional Fees for Surgical and Medical Services	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible
14. Prosthetic Devices (1 device every 3 years – waived for dependent needing update due to growth.)	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible
15. Reconstructive Procedures	90% of eligible expenses after deductible and/or copays	70% of eligible expenses after deductible; *prior notification is required	90% of eligible expenses after deductible and/or copays	70% of eligible expenses after deductible; *prior notification is required	90% of eligible expenses after deductible and/or copays	70% of eligible expenses after deductible; *prior notification is required
16. Rehabilitation Services – Outpatient Therapy Network and non-network benefits are limited as follows: 20 visits of physical therapy; 20 visits of occupational therapy; 20 visits of speech therapy; 20 visits of pulmonary rehabilitation; 36 visits of cardiac rehabilitation; and 30 visits of post-cochlear implant aural therapy per calendar year	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan C	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
17. Skilled Nursing Facility Network and non-network benefits are limited to 30 days per inpatient stay. Inpatient Rehabilitation – 90 days per inpatient stay.	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required
18. Transplantation Services	90% of eligible expenses after deductible; *prior notification is required	70% of eligible expenses after deductible; benefits are limited to \$30,000 per transplant. *Prior notification is required. ⁽²⁾	90% of eligible expenses after deductible; *prior notification is required	70% of eligible expenses after deductible; benefits are limited to \$30,000 per transplant. *Prior notification is required. ⁽²⁾	90% of eligible expenses after deductible; *prior notification is required.	70% of eligible expenses after deductible; benefits are limited to \$30,000 per transplant. *Prior notification is required. ⁽²⁾
19. Urgent Care Center Services	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible

ADDITIONAL BENEFITS

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
Mental Health and Substance Abuse Services – Outpatient Must receive prior authorization through the Mental Health/Substance Abuse Designee.	\$20 copay per individual visit, \$15 per group visit ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	\$15 copay per individual visit, \$10 per group visit ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	\$25 copay per individual visit, \$20 per group visit ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾
Mental Health and Substance Abuse Services – Inpatient Must receive prior authorization through the Mental Health/Substance Abuse Designee.	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾
Mental Health and Substance Abuse – Transitional Must receive prior authorization through the Mental Health/Substance Abuse Designee.	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾
Chiropractic Care Benefits include diagnosis and related services. Network and non-network benefits are limited to 24 visits per calendar year.	90% of eligible expenses after deductible	70% eligible expenses after deductible	90% of eligible expenses after deductible	70% eligible expenses after deductible	90% of eligible expenses after deductible	70% eligible expenses after deductible

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
Prescription Drugs - Retail Tier I (Preferred) – Tier II (Not Preferred) – Tier III - Mail Order Tier I (Preferred) – Tier II (Not Preferred) – Tier III	(31 Day Supply) \$10 copay \$25 copay \$40 copay (90 Day Supply) \$25 copay \$62.50 copay \$100 copay	(31 Day Supply) \$10 copay \$25 copay \$40 copay N/A	(31 Day Supply) \$10 copay \$25 copay \$40 copay (90 Day Supply) \$25 copay \$62.50 copay \$100 copay	(31 Day Supply) \$10 copay \$25 copay \$40 copay N/A	(31 Day Supply) \$10 copay \$25 copay \$40 copay (90 Day Supply) \$25 copay \$62.50 copay \$100 copay	(31 Day Supply) \$10 copay \$25 copay \$40 copay N/A
- Specialty Pharmacy UHC has created a network of select, specialty pharmacies based on their level of clinical capabilities, quality of services and medication costs. Prescriptions may be dispensed through these retail specialty pharmacies only (with applicable copays).	See above for retail copays only. Specialty medications are not available through mail order.	See above for retail copays only. Specialty medications are not available through mail order.	See above for retail copays only. Specialty medications are not available through mail order.	See above for retail copays only. Specialty medications are not available through mail order.	See above for retail copays only. Specialty medications are not available through mail order.	See above for retail copays only. Specialty medications are not available through mail order.
Employee Monthly Contribution	2009 - \$10/month single \$25/month family 2010 - \$20/month single \$40/month family		2009 - \$40/month single \$75/month family 2010 - \$50/month single \$100/month family		\$0 – no cost to employee	

- (1) **If prior notification is not done, no benefit is payable.**
(2) **Does not apply to kidney transplants - special benefits apply.**

This constitutes only a summary of the health plan involved. The actual contract or plan document must be consulted to determine the governing contractual provisions, limitations, or exclusions. There is no guarantee, expressed or implied, by Associated Financial Group or vendors of plan provisions or level of payments.