

2009 – 2010
 AGREEMENT
 between
 THE CITY OF APPLETON
 and
 THE APPLETON MUNICIPAL EMPLOYEE'S UNION
 LOCAL 73, AFSCME, AFL-CIO

WASTEWATER
 AND
 CENTRAL BUILDING MAINTENANCE
 DIVISIONS

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1 AGREEMENT

2
3 This agreement is entered into between the CITY OF APPLETON, Wisconsin, party of the first part hereinafter
4 referred to as the "Employer" and the APPLETON MUNICIPAL EMPLOYEES UNION, LOCAL 73 AFSCME, AFL-CIO
5 and affiliated with the Wisconsin Council of County and Municipal Employees, party of the second part hereinafter
6 referred to as the "Union".
7

8 ARTICLE 1 – RECOGNITION AND UNIT OF REPRESENTATION
9

10 The Employer hereby recognizes the Union as the exclusive collective bargaining representative for all employees of
11 the Employer employed in its Waste Water Division and Central Building Maintenance Division, excluding craft,
12 confidential, professional and supervisory employees for the purpose of conferences and negotiations with the
13 Employer, or its lawfully authorized representatives, on questions of wages, hours and conditions of employment.
14

15 ARTICLE 2 – FUNCTIONS OF MANAGEMENT
16

17 Except as herein otherwise provided, the management of the Waste Water Division and Central Building Maintenance
18 Division, direction of the working forces, the operations of the Department including the right to hire, promote, demote,
19 lay-off, suspend without pay, discharge for proper cause, transfer, determine the number of employees to be assigned
20 to any job classification, and to determine the job classifications needed to operate the Employer's jurisdiction is
21 vested exclusively in the Employer.
22

23 It is further agreed, except as herein otherwise provided, that the responsibilities include, but are not limited to that
24 outlined in this Agreement. In addition to any specified herein, the Employer shall be responsible for fulfilling all
25 normal managerial obligations, such as planning; changing or developing new methods; establishing necessary
26 policies, organization and procedures; assigning work and establishing work schedules; and of applying appropriate
27 means of administration and control.
28

29 The Employer agrees to notify the Union prior to the effective date of any change in the Table of Organization.
30

31 ARTICLE 3 – RULES AND REGULATIONS
32

33 The Employer shall adopt and publish rules which may be amended from time to time, provided, however, that such
34 rules and regulations are not contrary to the provisions of this Agreement.
35

36 Such rules and regulations shall first be submitted to the Union for its information prior to effective date. The rules
37 shall become effective on the day following the tenth (10th) day of submission to the Union. All rules shall bear the
38 signature of an appropriate authority.
39

40 In the event of a dispute as to the reasonableness of such rules or regulations, the dispute shall be referred to the
41 grievance procedure for settlement and shall be initiated at Step 2 of the Grievance Procedure herein contained.
42

43 ARTICLE 4 – FAIR SHARE AGREEMENT
44

45 The Employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit,
46 the monthly dues certified by the Union as the current amount uniformly required of all members, and pay said
47 amount to the Treasurer of the Union on or before the end of the month following the month in which such deduction
48 was made.
49

50 Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before the effective date
51 of the change.
52

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

3
4 The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly
5 remittance to the Union.

6
7 It is further agreed that the Union, as the exclusive bargaining representative of all employees in the Bargaining Unit,
8 will represent all such employees, Union and Non-union, fairly and equally, and all employees in the Unit will be
9 required to pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No
10 employee shall be required to join the Union, but membership in the Union shall be made available to all employees
11 who apply consistent with the Union Constitution and By-Laws. No employee shall be denied membership because of
12 race, creed, color, national origin, ancestry, age, sex, disability, arrest or conviction record, sexual orientation, marital
13 status or membership in the military reserve.

14
15 The Union does hereby indemnify and shall save the City harmless against any and all claims, demands, suits, or
16 other forms of liability including court costs that shall arise out of or by reason of action taken, or not taken by the City,
17 which City action or non-action is in compliance with this agreement, and in reliance on any lists of certificates which
18 have been furnished to the City pursuant to this Article, provided that the defense of any such claims, demands, suit,
19 or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section
20 shall be interpreted to preclude the City from participating in any legal proceedings challenging the application or
21 interpretation of this article through representatives of its own choosing and at its own expense.

22 23 ARTICLE 5 – CONDUCT OF BUSINESS

24
25 The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent
26 a Union official or steward from the proper conduct of any grievance in accordance with the procedure outlined in this
27 Agreement, nor to prevent certain routine business such as the posting of Union notices and bulletins.

28
29 Business agents or representatives of the Union having business with the officers or individual members of the Union
30 may confer with such officers or members during the course of the work day for a reasonable time, provided that
31 permission is first obtained from the Supervisor immediately in charge of such officers or members, and that the
32 subject matter to be discussed should warrant use of such time. The Employer agrees not to deduct such reasonable
33 time from the pay of such employees.

34 35 ARTICLE 6 – UNION BULLETIN BOARDS

36
37 The Union is hereby granted permission to post notices, announcements and other materials on the union bulletin
38 boards.

39 40 ARTICLE 7 – PROBATIONARY AND EMPLOYMENT STATUS

41
42 All newly hired regular employees shall be considered probationary for the first six (6) months of their employment
43 with the Employer. Probationary employees may be disciplined or discharged without recourse to the grievance
44 procedure hereinafter provided. However, benefits excluding WRS shall begin on the sixty-first (61) calendar day.
45 The Union and employee shall be contacted if the employee's work performance is unsatisfactory during the
46 probationary period.

47
48 Continued employment beyond the probationary period above noted is hereby defined as evidence of satisfactory
49 completion of probation.

50
51 A regular employee is hereby defined as a person hired to fill a full-time or part-time position in the Table of
52 Organization.

1 A temporary employee is one who is hired for a period not to exceed six (6) months, and who shall be separated on or
2 before the end of said period.

3
4 ARTICLE 8 – SENIORITY

5
6 Seniority shall be established for each employee, and shall consist of the total calendar time elapsed since the date of
7 his regular employment within the bargaining unit. Seniority shall not be affected by temporary layoff or leaves of
8 absence or contingencies beyond the control of the parties to this Agreement. Seniority rights terminate upon
9 discharge or quitting. A seniority list shall be posted on the bulletin boards.

10
11 Probationary employees shall not acquire seniority status until they become regular employees. At that time, their last
12 hiring date becomes their seniority date.

13
14 Temporary employees shall not acquire seniority status.

15
16 Regular employees shall not be laid off until all temporary and probationary employees have first been laid off. In
17 laying off regular employees, the employees with the shortest length of service in the bargaining unit shall be laid off
18 first, provided those retained are capable of carrying on the employer's usual operation. The Employer shall give
19 fourteen (14) calendar days notice, if possible, prior to an indefinite layoff of regular employees. No temporary
20 employees shall perform bargaining unit work while qualified regular employees have recall rights. An employee who
21 is displaced from his/her position shall be permitted to displace any less senior employee, provided he/she is qualified
22 to perform the work. Should such employee not demonstrate his/her ability to perform the work within thirty (30) days,
23 he/she shall be laid off and all changes resulting from his/her displacement of the less senior employee shall be
24 reversed.

25
26 In re-employing, the employees on the seniority list having the greatest length of service in the Bargaining Unit shall
27 be called back first, provided they are qualified to perform the available work.

28
29 Employees on layoff status shall be given twenty-four (24) hour notice of recall for temporary employment without
30 losing the right to regular recall. An employee will be terminated if he/she fails to return to his/her job within fourteen
31 (14) days of receipt of notice by certified mail, unless otherwise mutually agreed to. Notice of regular recall and/or
32 terms of employment will be furnished to the Union. All regular employees that return to work after layoff within one
33 (1) year shall be reinstated with all rights and benefits of their seniority.

34
35 Employees whose function is not required for a period of two weeks or less will be reassigned by the Employer on the
36 basis of seniority, to other positions for which they are qualified, in order that seniority is recognized for purposes of
37 lay-off in these circumstances. Such employees shall retain their regular rate of pay or the pay rate of the new
38 classification, whichever is higher, for this period of time. Employees who are laid-off pursuant to this paragraph shall
39 be notified of their scheduled return to work date at the same time they are notified of the lay-off.

40
41 Any employee promoted to a position within the Utilities Department over which the Union has no jurisdiction shall be
42 entitled to return to his previous position with no loss of seniority provided that such return occurs within one year of
43 the date of the promotion and provided that the reason for such return is:

- 44
45 a) Discontinuance of the position, or
46 b) Unsatisfactory performance of the duties of the position, or
47 c) Dissatisfaction with the position.

48
49 ARTICLE 9 – NEW JOBS, VACANCIES AND TEMPORARY ASSIGNMENTS

50
51 DEFINITION: A vacancy shall be defined as a regular position with no incumbent when the job continues to exist.

52
53 When filling a new job or vacancy, the following procedure shall be used:

- 1) Posted on all bulletin boards for ten (10) calendar days.
- 2) Copy furnished to the Division Steward.
- 3) Employees desiring posted jobs will sign the notice.

Such posting shall state the division, classification and prerequisites for the job. Such prerequisites shall be consistent with the requirements of the job classification.

At the end of the bidding period, the vacancy or new job will be awarded on the basis of the following provisions.

- 1) Seniority
- 2) Skill and ability
- 3) Physical fitness

Seniority shall govern when factors 2 and 3 are relatively equal in the judgment of the Employer and the Union. The employee shall demonstrate his ability to perform the job posted within 45 calendar days and if deemed qualified by the Employer shall be permanently assigned the job. This trial period may be extended by mutual agreement between the Employer and the Union. Should such employee not qualify or should he desire to return to his former job, he shall be reassigned to his former job without loss of seniority or pay. If no qualified applicants bid on the posted job, the City shall have the right to recruit personnel from outside the work force. In the event it becomes necessary to discontinue or suspend a job for a period of time, a notice to that effect shall be posted immediately.

Temporary assignments to higher classifications shall be offered by seniority within a job classification. If no employee accepts the temporary assignment, the Employer may assign qualified employee(s) by reverse seniority within the classification. Temporary assignments shall be for a defined period of time.

If a temporary assignment is terminated, the employee shall remain at the temporary assignment pay rate classification to the end of the current calendar-week work schedule. The employee will return to their normal job assignments and pay rate classification within the next calendar-week work schedule period. All other conditions of the Wastewater Division Labor Contract, Exhibit C, shall be in effect.

An employee who is on temporary assignment will be considered to be on the temporary assignment for the time commencing four (4) hours immediately prior to the specified starting time of such temporary assignment and ending four (4) hours immediately after the specified ending time of such temporary assignment and all time in between. During this time period the employee is not available for reassignment except as may apply to any permanently assigned worker.

ARTICLE 10 – DISCIPLINARY PROCEDURE

Disciplinary action pursuant to this Article shall be initiated no later than five (5) working days following the Employer's knowledge of the infraction, unless otherwise mutually agreed. Such discipline shall be carried out as soon thereafter as practicable.

SUSPENSION: Suspension is defined as the temporary removal without pay of an employee from his designated position. Any suspended employee may appeal such action through the grievance procedure and shall initiate grievance action by immediate recourse to Step 2.

SUSPENSION FOR CAUSE: The Employer may for disciplinary reasons, suspend an employee. Any employee who is suspended, except probationary and temporary employees, shall be given written notice of the reasons for the action, and copy of such notice shall be made a part of the employee's personal history record, and a copy shall be sent to the Union. No suspension for cause shall exceed thirty (30) calendar days.

1 SUSPENSION DURING AN INVESTIGATION: During an investigation, hearing or trial of an employee on any civil or
2 criminal charge, when suspension would be in the interest of the City, an employee may be suspended by the
3 Employer for the duration of the proceedings. The suspension shall terminate within ten (10) days after completion of
4 the case for which he was suspended, by reinstatement or by other appropriate action, by resignation or dismissal of
5 the employee.

6
7 If the employee is suspended and then exonerated of all blame, he will be reimbursed in full for all lost pay after the
8 suspension, and for the purposes of employee benefits, and seniority, the suspension will be considered not to have
9 taken place.

10
11 DEMOTION: Demotion is defined as the movement of an employee to a lower pay range. When an employee is
12 demoted, he shall be paid at the step which provides pay closest to but not greater than the current rate.

13
14 DEMOTION FOR CAUSE: An employee may be demoted by the Employer for just cause in the interest of good
15 discipline. An employee who is demoted, shall be given written notice of the reasons of the action at the time of
16 demotion, and a copy shall be made a part of the employee's personal history record, and a copy sent to the Union.

17
18 VOLUNTARY DEMOTIONS: An employee may request or accept voluntary demotion when the position he occupies
19 is allocated to a lower class or when assignment to a less difficult or responsible work would be to his advantage and
20 in the interest of the service. The employee shall continue to receive his former rate of pay until the end of the current
21 pay period.

22
23 DISMISSAL: No employee except probationary or temporary employees shall be discharged except for cause. An
24 employee who is dismissed shall be given a written notice of the reasons for the action, and a copy of the notice shall
25 be made a part of the employee's personal history records, and a copy sent to the Union.

26
27 Any discharged employee may appeal such action through the grievance procedure and shall initiate grievance action
28 by immediate recourse to Step 3, within seven (7) calendar days of notice of discharge.

29
30 If the cause for discharge is dishonesty, drunkenness, or drinking while on duty, endangering others while on duty, or
31 the carrying of unauthorized passengers in City-owned vehicles while on duty, discharge may be carried out with no
32 warning notice necessary.

33
34 USUAL DISCIPLINARY PROCEDURE FOR MINOR INFRACTIONS: The progression of disciplinary action for
35 similar infractions shall be:

- 36
37 a) Oral reprimand
38 b) Written reprimand
39 c) Suspension
40 d) Discharge

41
42 The Union shall be furnished a copy of any written notice of reprimand, suspension or discharge. A written reprimand
43 sustained in the grievance procedure or not contested shall be considered a valid warning. When an employee's
44 record is clear of minor infractions for nine (9) months, all previous records of minor infractions will be removed from
45 his personal file except that records of suspension for infractions other than tardiness shall be retained for eighteen
46 (18) months.

47
48 DISCIPLINARY SCHEDULE FOR ON-THE-JOB BREATH ALCOHOL CONCENTRATIONS

49
50 If test results demonstrate the presence of any breath alcohol concentration, the employee shall be subject to
51 discipline without receipt of a prior warning letter based on the following schedule:

- 52
53 1. Concentration equal to or above 0.08 grams in 210 liters – discharge.

- 1 2. Concentration equal to or above 0.04 but less than 0.08 grams in 210 liters – one week suspension without
2 pay.
- 3 3. Any concentration equal to or above 0.02 but less than 0.04 grams in 210 liters – suspension without pay for
4 the balance of the work day plus one day.

5
6 In addition to the above, any employee who has a breath alcohol concentration of less than 0.08 grams per 210 liters
7 shall be required, as a condition of continued employment, to submit to assessment under the Employee Assistance
8 Program and to comply fully with any recommendations made under that program.

9
10 Any employee who has been suspended pursuant to “2” above and who subsequently has a positive breath alcohol
11 test shall be subject to immediate discharge.

12
13 Any employee who has been suspended pursuant to “3” above and who subsequently has a positive breath alcohol
14 test shall be subject to the following:

- 15 a) Discharge if the concentration is equal to or above 0.08 grams per 210 liters.
- 16 b) Suspension for one month if the concentration is equal to or above 0.04 but less than 0.08 grams per 210
17 liters.
- 18 c) Suspension for one week if the concentration is equal to or above 0.02 but less than 0.04 grams per 210
19 liters.
- 20 d) Discharge for a third positive test, regardless of the concentration.

21
22
23 A concentration level less than 0.02 grams per 210 liters shall be considered a negative test.

24 25 ARTICLE 11 – GRIEVANCE PROCEDURE

26
27 The parties agree that the prompt and just settlement of grievances is of mutual interest and concern. A grievance
28 must be reported to or filed with the employer within seven (7) calendar days of the occurrence or knowledge of the
29 occurrence of the incident. Any grievance not reported or filed within the seven (7) day limit shall be invalid.

30
31 Step 1: The steward and/or employee shall attempt to resolve the grievance with the employee’s immediate
32 supervisor. If the grievance is not resolved, the grievance may be taken to Step 2, provided it is done within seven (7)
33 calendar days from the date of discussion with the Supervisor.

34
35 Step 2: The grievance shall be presented in writing to the Deputy Director who will attempt to resolve it within seven
36 (7) calendar days. Such grievance shall make specific reference to the Contract Article alleged to be violated. The
37 Deputy Director will note his statement or solution in writing and return it to the Union. If this solution is not
38 satisfactory, the process may move to Step 3, provided it is done within seven (7) calendar days from the date the
39 written statement is received by the Union.

40
41 Step 3: The grievance shall be submitted in writing to the Director of Utilities. The Union shall attempt to resolve the
42 matter in a meeting with the Director of Utilities within seven (7) calendar days. The Director of Utilities will note his
43 statement or solution in writing and return it to the Union within seven (7) calendar days of the meeting. If it is not
44 resolved at this level, the grievance shall be processed as in Step 4 within seven (7) calendar days of receipt of the
45 Utilities Manager’s response.

46
47 Step 4: The grievance shall be presented in writing to the Director of Human Resources and/or designee who will
48 attempt to resolve it within seven (7) calendar days. The Director of Human Resources and/or designee will note his
49 statement in writing and return it to the Union.

50
51 Step 5: If any Grievance relative to the interpretation or application of the Agreement is not settled at the fourth step
52 of the Grievance Procedure, the aggrieved party, within fourteen (14) calendar days, shall notify the other party of its
53 intent to submit the grievance to arbitration. Thereafter, the parties shall each select three (3) arbitrators from the

1 Wisconsin Employment Relations Commission staff. From those six (6) arbitrators, five (5) names will be drawn. The
2 parties shall then proceed to alternately strike names from that panel until an arbitrator is selected. The striking order
3 shall be determined by a coin toss. The decision of the arbitrator shall be final and binding on all parties. However, it
4 is understood that the arbitrator shall not have the authority to add to, delete from and/or otherwise modify the terms
5 of this Agreement. The cost of the arbitrator will be borne equally by the City and the Union.
6

7 The above time limits may be extended by mutual agreement between the Employer and the Union.
8

9 ARTICLE 12 – GRIEVANCE COMMITTEE/BARGAINING COMMITTEE

10
11 The Grievance Committee shall be as follows:

- 12 1) Two (2) Stewards from each division.
- 13 2) The Employer agrees that time spent in the conduct of grievances and in negotiations shall not be
14 deduced from the pay of delegated employee representatives of the Union.
- 15 3) The Grievance Committee will make every effort to avoid disruption of plant operations in the conduct of
16 its business.
17

18
19 The Bargaining Committee shall consist of the Grievance Committee as defined above.
20

21 ARTICLE 13 – SAFETY AND SANITATION

22
23 It is agreed that each employee shall be responsible for the proper care of City-owned equipment, clothing and tools,
24 and it is further agreed that all employees shall comply with the Employer's safety rules and regulations. Failure to
25 comply with safety rules and regulations may subject the employee to the disciplinary procedure outlined above. The
26 Employer shall be expected to provide the wherewithal to conform to the safety and sanitation rules. Appropriate
27 outerwear and uniforms shall be furnished to employees and maintained/cleaned by the Employer. Outerwear shall
28 be provided to all employees except those classified as Laboratory Technician, Stock Clerk or Solids Operator. A
29 Laboratory Technician, Stock Clerk or Solids Operator may be provided with outerwear if such outerwear is deemed
30 necessary by management. There shall be an Employer-employee Safety Committee whose purpose shall be to
31 develop and maintain a Safety Program. The Union shall elect representatives to be on the Safety Committee to
32 allow one person to be available for participation. Said participation shall not incur overtime without supervisor
33 approval.
34

35 The Employer shall not require employees to take out on the street or highways, any vehicle that is not in safe
36 operating condition, or equipped with the safety appliances prescribed by law. The refusal by any employee to take
37 out such equipment shall not be considered a violation of this Agreement nor cause for disciplinary action.
38

39 All employees will be required to wear safety shoes.
40

41 Employees shall be reimbursed by the employer for the cost of such safety shoes but not to exceed \$110 per
42 employee in the first year of the program and not to exceed \$55 per year in subsequent years. An employee who
43 does not take advantage of the \$55 payment may accumulate this amount to a maximum of \$110 in subsequent
44 years. Prior approval must be obtained and receipts must be submitted to the employee's supervisor.
45

46 Any employee who is required by the Employer to wear safety glasses, shall, if the employee does not require
47 corrective lenses, be provided with non-prescription safety glasses by the Employer. If such employee requires
48 corrective lenses, the Employer shall contribute \$25.00 towards the glasses and if the employee requires bifocal
49 lenses, the Employer shall contribute \$35.00 toward the glasses.
50
51
52
53

1 ARTICLE 14 – HOURS OF WORK

2

3 <u>JOB GROUP</u>	4 <u>START</u>	5 <u>LUNCH</u>	6 <u>FINISH</u>
7 Day Workers	8 7:00 AM	9 15 minutes paid	10 3:00 PM
11 Liquids Operators 12 & Solids Crew	13 7:00 AM	14 15 minutes paid	15 3:00PM 16 (second shift)
	17 3:00 PM	18 15 minutes paid	19 11:00PM 20 (third shift)
	21 11:00 PM	22 15 minutes paid	23 7:00 AM 24 (first shift)

25 The above schedule can be adjusted by mutual agreement on a day-to-day basis.

26 The normal work week for Day Workers shall be Monday through Friday. Employees will work the hours of the job group to which they are assigned.

27 Employees cannot work more than 12 hours in a 24-hour period without having a break of at least 7 hours between work periods. This provision can be waived by mutual agreement between the employee and the supervisor.

28 Solids crew shall normally work five (5) days per week, Monday through Friday, as individual crews and shall alternate shifts each week beginning each Monday AM. If the Employer expands the solids operation to seven (7) days per week, this Agreement shall immediately be re-opened for the sole purpose of negotiating the solids work schedule and for no other purpose.

29 The Employer agrees to inform the crew(s) forty-eight (48) hours in advance whenever possible if there is to be a shutdown of the first and/or third shift, in which case the crew which has been scheduled to work the day shift for that week will continue to operate for the remainder of the week. The crew(s) originally assigned to the discontinued shift(s) for that week shall be assigned to work in or around the plant. If work is not available, the employees will be reassigned or laid off pursuant to Article 8.

30 In the event the first and/or third shift(s) and crew(s) will be permanently or indefinitely discontinued, seniority of the employees involved shall prevail for the purpose of staffing the required shift(s).

31 Except in cases of emergency, the employees will be given forty-eight (48) hours notice of shift change.

32 Lunch periods shall be taken approximately midway through the work day. All employees shall be entitled to one 15 minute paid break during the first half of their shift. Employees shall take their breaks at a time suitable to their job duties. While the temperature is zero degrees or below, employees assigned to outside work shall be permitted a 15 (15) minute warm-up each hour.

33 Employees will be subject to call at any time for special assignments and/or emergency work.

34 All employees will be permitted a ten (10) minute cleanup period at the end of their work day.

35 ARTICLE 15 – PAY POLICY

36 Job classification and compensation are set forth in Exhibit A attached hereto and made a part of this Agreement.

1 The Employer shall determine the number of employees to be assigned to any job classification, and the job
2 classifications needed to operate the employer's facilities.

3
4 When new jobs are established or where duties of existing jobs are changed significantly, Management and Union will
5 evaluate the new job in comparison with other jobs listed under Exhibit A, and establish a new rate. Such rate shall
6 be retroactive to the date the position was filled. The Employer may establish a temporary wage rate, pending the
7 setting of a permanent wage rate.

8
9 TEMPORARY RATE ASSIGNMENT:

- 10
11 A. Any employee temporarily assigned to a job having a higher rate of pay for a period of one hour or more shall
12 receive the higher rate of pay provided in Exhibit A in the step nearest the employee's regular rate of pay for
13 all time worked in the higher classification.
14
15 B. An employee shall receive step increases for temporary assignments after each six hundred and sixty-four
16 (664) hours of service in the job group provided the employee has the necessary experience and job
17 knowledge to adequately perform the job assignment. Time spent in a job group on temporary assignments
18 shall be used in determining step progression upon permanent assignment to the higher classification.
19
20 C. In the event that there are two (2) or more situations requiring Utility Workers to fill-in for other bargaining unit
21 personnel, the more senior Utility Worker shall be given the choice of jobs provided that:
22 1. His/her selection does not create more overtime; and/or
23 2. His/her selection does not leave the Employer without qualified personnel for the other fill-in situation(s).

24
25 After the Utility Worker(s) have made the choice, the available overtime, if any, will be offered to the
26 remaining job group. (e.g. If there is a need to fill-in for a Liquids Operator and a Solids Operator and the
27 Utility Worker opts to fill-in for a Solids Operator, the overtime would be offered to the Liquids Operator job
28 group.)
29

30 An exception to the above is that the Utility Worker will not be able to opt out of the normal assignment as a
31 Liquids Operator on the Friday 11 PM – 7 AM shift. Available overtime during that shift shall be offered to the
32 job group which created the need for such overtime.
33

34 PAY PERIOD: All employees will be paid bi-weekly every other Thursday. If a holiday falls on a Monday through
35 Thursday, payday shall be on Friday.

36 OVERTIME: The Employer agrees to distribute overtime according to the attached Exhibits B and D. Overall
37 seniority shall apply to all other purposes, such as vacation, job posting, extra hours, etc. Employees scheduled to
38 work overtime not contiguous to their normal work shift shall receive time and one-half (1.5) for all hours worked or a
39 minimum of one (1) hour overtime, whichever is greater.
40

41 EXTRA HOURS: "Extra Hours" are defined as the hours needed to perform the work that cannot be performed during
42 the normal work hours of the personnel in the job classification to which the work is assigned. Management will
43 determine employees qualified to do available work. Additionally, Bargaining Unit employees determined qualified as
44 Loader Operators will be identified on a posted list.
45

46 "Extra Hours" are differentiated here from fill-in situations and overtime distributed according to Exhibits B and D of
47 this agreement.
48

49 Extra hours will be:

- 50 1. Offered by seniority to qualified, off-duty employee(s) within the job classification.
51 2. If there is no one available within the job classification, the hours will be offered by seniority to qualified, off-
52 duty employee(s) within the job classification's division.

- 1 3. If there is no one available within the job classification's division, the hours will be offered by seniority to
2 qualified, off-duty employee(s) within the Bargaining Unit.
- 3 4. If no employee accepts the Extra Hours, the Employer will assign the hours by reverse seniority to qualified,
4 off-duty employee(s) within the Bargaining Unit.

5
6 With 4 hours or more of work available, Extra Hours will be filled in 4-hour blocks following the provisions stated
7 above. Employee(s) will be allowed to work up to 8 hours of the Extra Hours, if scheduled to work that day, providing
8 that 7 hours separate consecutive work periods. If not scheduled to work that day employee(s) will be allowed to work
9 up to 12 hours of the Extra Hours. This provision can be waived by mutual agreement between the employee and the
10 supervisor.

11
12 One and one-half (1-1/2) times the base pay will be paid for:

- 13
- 14 1) All hours worked in excess of eight (8) hours per day or forty (40) hours per week.
- 15 2) All hours worked on a scheduled day off.

16
17 Double the base pay will be paid for all hours worked on Sunday. Hours worked on Sunday shall not be counted
18 toward the forty hour per week requirement for overtime except for Liquids Operators who work on Sunday as part of
19 their weekly schedule.

20
21 The Employer shall not be liable for premium payments to any employee who, solely as a result of an error in the
22 application of seniority by an employee represented by the Union, is not called for overtime work.

23
24
25 Management shall be responsible for scheduling all mandatory training. An employee shall not be designated
26 unavailable for overtime or premium assignment due to scheduled mandatory training. Failure to attend such training
27 may subject the employee to disciplinary action pursuant to Article 10.

28
29 All authorized paid leaves of absence shall be considered as time worked for the purpose of computing overtime.

30
31 SHIFT DIFFERENTIAL: Employees will receive an additional thirty cents (\$.30) per hour for all hours worked on the
32 third shift and thirty-five cents (\$.35) per hour for all hours worked on the first shift.

33
34 STAND BY: Any employee may be required to stand-by for emergency assignments. Such stand-by time shall be
35 assigned on the same basis as overtime. An employee on stand-by must remain in the local telephone calling area,
36 must remain physically fit and prepared to respond to call and at all times must provide a telephone number at which
37 he can be reached. Stand-by service shall be compensated at the rate of four (4) hours pay at the employee's regular
38 straight time rate for each twenty-four (24) hour period or portion thereof that the employee is on stand-by. Such
39 payment shall be in addition to any other payment to which the employee may be entitled for reporting to work during
40 the stand-by period.

41
42 MEAL ALLOWANCE: When employees are required to work unscheduled overtime two (2) to less than four (4) hours
43 beyond their normal eight (8) hour shift, they shall receive a meal allowance of \$3.50: or when employees are
44 required to work unscheduled overtime four (4) or more hours beyond their normal eight (8) hour shift, they shall
45 receive a meal allowance of \$5.00.

46
47 RETIREMENT: The City shall pay 100% of the employee's contribution to the Wisconsin Retirement System.

48
49 CERTIFICATION BONUS: Employees shall receive a one time payment of thirty dollars (\$30) upon attainment of
50 each Waste Water certification grade or other State certification(s) as required by the Employer. This bonus shall also
51 apply to certifications received prior to January 1, 1994. The maximum dollar amount payable to any employee for
52 Waste Water certifications shall be a total of one hundred twenty dollars (\$120). The maximum dollar amount payable

1 to any employee for other State certifications shall be a total of one hundred twenty dollars (\$120). No employee shall
2 receive more than two hundred forty dollars (\$240) in certification bonuses.

3
4 The Employer agrees to reimburse employees for the full cost of recertification fees required to maintain their level of
5 certification, exclusive of any late charges or penalties.

6
7 Employees shall be granted up to four hours paid leave for each certification examination or oral examinations,
8 subject to the approval of the Employer, not to exceed twice per calendar year.

9
10 The Employer shall reimburse employees for the full amount of the registration fees for each grade or level of
11 certification that they pass.

12 13 ARTICLE 16 – CALL-IN PAY

14
15 In the event an employee is called in for work outside of his normal work schedule, he shall be paid a call-time
16 allowance of three (3) hours at straight-time in addition to the applicable pay for the time actually worked provided,
17 however, the employee shall receive no less than the equivalent of four (4) hours straight time pay. Such call-in time
18 as provided in this paragraph, shall not apply when an employee is notified prior to leaving the plant on the
19 employee's previous work day or if given 48 hours notice when the employee is on sick leave or vacation. Neither
20 shall such call-time be included as time worked in computing the weekly hours.

21
22 The procedure for call-in of Waste Water employees is attached hereto as Exhibit "B".

23
24 The procedure for call-in of Central Building Maintenance employees is attached hereto as Exhibit "D".

25
26 Employees shall receive two (2) hours straight time pay if:

- 27
- 28 1) Scheduled overtime is canceled after the employee leaves the plant on his previous work day and such
29 employee was notified of the overtime before the end of that work day.
 - 30 2) Scheduled overtime is canceled after 3:00 PM on the day before the overtime is to be worked and such
31 employee was notified of the overtime after the end of the employee's previous work day.
- 32

33 An employee who is called on the telephone, outside of his/her regularly scheduled hours, to provide information
34 related to the operation of the Utilities Department shall be paid for the time actually spent on the telephone, but not
35 less than one hour's straight time pay for each calendar day on which such calls occur.

36 37 ARTICLE 17 – AUTHORIZED ABSENCE

38
39 VACATIONS: Vacation with pay benefits shall be earned by regular employees as follows:

- 40
- 41 A. After one (1) year's service; 1 week of vacation (5 work days)
 - 42
 - 43 B. After two (2) years' service; 2 weeks of vacation (10 work days)
 - 44
 - 45 C. After six (6) years' service; 2 weeks and 2 days (12 work days)
 - 46
 - 47 D. After eight (8) years' service; 3 weeks of vacation (15 work days)
 - 48
 - 49 E. After twelve (12) years' service; 4 weeks of vacation (20 work days)
 - 50
 - 51 F. After twenty (20) years' service; 5 weeks of vacation (25 work days)
 - 52
 - 53 G. After twenty-six (26) years, 5 weeks and 1 day (26 work days)

- 1
2 H. After twenty-seven (27) years, 5 weeks and 2 days (27 work days)
3
4 I. After twenty-eight (28) years, 5 weeks 3 days (28 work days)
5
6 J. After twenty-nine (29) years, 5 weeks and 4 days (29 work days)
7
8 K. After thirty (30) years, 6 weeks (30 working days)
9
10 L. Earned vacation must be taken during the calendar year (January 1st to December 31st) it is earned except
11 that with written notification up to one (1) week of vacation may be carried over into the next calendar year
12 provided that such vacation is used no later than April 30 of said year. Any earned vacation not taken will be
13 forfeited by the employee unless such forfeiture is caused by actions of the Employer. In such case, the
14 employee shall receive compensation for the unused vacation.
15
16 M. Selection of vacation shall be determined by seniority and such selection shall be made between January 1
17 and March 1 (April 1 for CBM employees). Vacations not selected by March 1 (April 1 for CBM employees)
18 shall be selected by mutual agreement between the Employer and the employee without regard to seniority.
19 Sign-up sheets will be placed on Division bulletin boards. Vacation requests made after March 1 (April 1 for
20 CBM employees) shall be approved or denied based solely on the provisions of paragraph "Q" below,
21 provided that at least 48 hours notice is given for requests for a day or less and at least two weeks notice is
22 given for requests for more than one day.
23
24 N. When a holiday falls during an employee's scheduled vacation, the employee shall have the option of
25 receiving the holiday allowance in addition to the vacation pay, or of taking an extra day of paid vacation. The
26 option must be exercised at the time of selecting vacation. If the option is not exercised at the time of
27 selecting vacation, the employee shall receive the holiday allowance in addition to the vacation pay.
28
29 O. A regular employee will be eligible for his first paid vacation as of the first anniversary date of hire. After
30 qualifying for his first vacation, an employee will be eligible for future vacations as of January 1st of each
31 calendar year.
32
33 If an employee qualifies for a 1, 2, 3 or 4 week vacation as of January 1st and completes the service
34 necessary for an additional week of vacation later in that calendar year, such employee shall receive the
35 additional week of vacation after his anniversary date and shall thereafter be eligible for such increased
36 vacation as of January 1st of each succeeding calendar year.
37
38 P. If an employee is requested by his Supervisor to return to work while the employee is on vacation, he will be
39 paid one and one-half (1-1/2) times his base rate for hours worked during the vacation period and he will
40 receive additional equivalent vacation time off.
41
42 Vacation schedules changed prior to the employee going on vacation are not affected by this provision.
43
44 Q. A minimum of one (1) employee each from the laboratory technician classification, and utility worker
45 classification, shall be allowed off on vacation at the same time. A minimum of one (1) employee from each
46 Central Building Maintenance (CBM) division classification shall be allowed off on vacation at the same time.
47 A minimum of two (2) employees from the operators group, but not more than one (1) from either
48 classification (liquids operator or solids operator) shall be allowed off on vacation at one time. Additional
49 employees may be allowed on vacation at the reasonable discretion of management. This provision shall not
50 apply to requests that fail to meet the notice requirement of "M" above. Such requests shall be approved only
51 by mutual agreement.
52

- 1 R. Employees shall indicate whether they are available, for overtime on the vacation request form. For purposes
2 of this selection, available means to fill a position other than the one scheduled for.
3 a) If the employee indicates that they are available for overtime, that shall be interpreted to mean that they
4 are available for all times outside of the regularly scheduled work hours they are on vacation.
5 b) If the employee indicates that they are not available for overtime, that shall be interpreted to mean they
6 are not available for overtime from the time they leave work on the last day before vacation until they
7 again report for work.
8 c) If no selection is made the employee is considered not available for overtime.
9

10 SICK LEAVE: All regular employees shall accumulate sick leave with pay of one full working day for each month of
11 service. Sick leave shall accumulate, but not to exceed one hundred twenty (120) working days. An employee may
12 use sick leave for absences necessitated by injury or illness of himself or a member of his immediate family living in
13 his residence, or required dental care. An employee may also use up to five (5) sick days per year for absences for
14 illness or injury of his immediate family not living in his residence, provided that such employee shall be charged for
15 two days of accumulated sick leave for each day of such absence. In order to be granted sick leave, an employee
16 must:

- 17
18 1) Report at least one-half hour prior to the start of each work day to his Department Head or Supervisor the
19 reason for his absence.
20 2) Keep his Immediate Supervisor informed of his condition daily and the anticipated date of return to work.
21 3) Submit a Medical Certificate for any absence of 3 days or more if requested by the Employer.
22 4) Permit the Employer to have made such medical examination or nursing visit as it deems desirable.
23

24 Sick leave may not be used for absences resulting from injuries received while employed by another employer.
25

26 At the time of their retirement, employees shall receive payment for their unused sick leave up to a maximum of ninety
27 (90) working days. In the event of the death of an employee, said employee's beneficiary as designated under the
28 Wisconsin Retirement Fund shall be paid in cash for said employee's unused accumulated sick leave up to a
29 maximum of ninety (90) working days.
30

31 All employees covered by this Agreement, upon retiring, shall have the option to select the payment of their
32 severance pay in cash, or to have said money placed in a fund, by the City, from which the employee's premium for
33 his Hospital and Surgical Insurance will be paid. In the event that the employee should die before said fund has
34 exhausted, said monies shall continue to be used for the payment of the same insurance plan for his survivors, if they
35 are eligible for continuation of such coverage. If there are no survivors or they are not eligible for coverage, such
36 remaining fund shall be paid to the retiree's estate. Once the initial option has been made by the employee, to set up
37 such fund for payment of insurance premiums, no changes shall be made thereafter.
38

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

45 In the case of death of the employee's grandchildren, grandparents, spouse's grandparents, brother-in-law, sister-in-
46 law (other than those living in the employee's residence at the time of death), or in the event the employee is
47 pallbearer for a relative not listed herein the employee shall be given the paid funeral leave for the day of the funeral,
48 provided the employee was scheduled to work and attended the funeral.
49

50 Leaves of absence without pay may be granted for purpose of attending to post funeral arrangements, subject to the
51 approval of the employee's supervisor.
52

53 No funeral leave will be paid to any employee while on vacation, sick leave, layoff, or any leave of absence.

1
2 Employees are not eligible to use the benefits under this article until their sixty-first (61st) calendar day of employment.

3
4 HOLIDAY LEAVE: The following are recognized holidays:

5
6

Holiday	Celebrated by Liquids Operators	
New Year's Day	01/01/09	01/01/10
Friday before Memorial Day	05/22/09	05/28/10
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

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17 If the holiday falls on a Sunday the following Monday will be considered the holiday, except if Christmas Eve falls on Sunday it is celebrated on Saturday. If Christmas falls on Saturday the holidays will be celebrated on Friday and Saturday.

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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

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31 If any of said holidays falls 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.

32
33
34
35

36 Three (3) additional scheduled work days (24 hours) off each calendar year. Selection of these days shall be by seniority. A written notice shall be given to the Employer at least forty-eight (48) hours prior to the day selected. One (1) employee per division (Central Building Maintenance and Operations) shall be permitted to select the same day.

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40 All employees except Liquids Operators will receive one (1) additional scheduled work day (8 hours) off each year as a paid holiday, in addition to the above.

43
44
45

43 PAY FOR HOLIDAYS NOT WORKED: Employees will be allowed holiday pay for the above recognized holidays provided they meet the following requirements.

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47
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53
1. Must have been on the payroll as a full-time regular employee sixty (60) days prior to the holiday.
 2. Actively employed during the payroll period immediately preceding the holiday with the exception of employees off on a paid, authorized absence.
 3. Must have worked the scheduled day immediately preceding the holiday and the scheduled day following the holiday except employees on authorized paid leave on these mentioned days. Illness must be reported to the Division or Department Head prior to the start of the work day and verified by a doctor's statement, if required by the Employer.

1 All eligible employees will receive eight (8) hours of holiday pay at their regular straight time rate irrespective of the
2 day of the week on which they fall.

3
4 Any eligible employees who are required to work on any of the contract specified paid holidays (listed above), shall
5 receive two (2) times the base pay, exclusive of shift differential or longevity increments for all hours worked in
6 addition to the holiday pay.

7
8 TEMPORARY MILITARY LEAVE: Employees who are members of the National Guard or Military Reserve shall be
9 granted temporary military leave for annual tours of duty, and shall receive during such absence, the wage differential
10 between the employee's regular City pay and Military compensation so that no loss of pay will be suffered as a result
11 of such Military service. The Employer's obligation to pay such wage differential shall be limited to fifteen (15) working
12 days per year for any employee.

13
14 PAY FOR ON-THE-JOB INJURY: Full time employee receiving Worker's Compensation shall be paid the difference
15 between the prevailing rate of the classification they were in at the disability date and Worker's Compensation
16 benefits. This differential shall be paid for a period up to but not exceeding thirty (30) weeks commencing from the
17 disability date. In order to remain eligible for such payment, the employee shall be required to inform his supervisor of
18 his status not less often than once per week and shall further be required to report to his supervisor to sign his time
19 card bi-weekly unless physically unable to do so.

20
21 LEAVE OF ABSENCE WITHOUT PAY: Requests for leave of absence without pay for justifiable reasons shall be
22 made by application for such leave of absence as follows:

- 23
24 1. He shall submit a written request at least forty-eight (48) hours prior to the leave except in circumstances of
25 emergency in which case such request shall be submitted as soon as possible.
26 2. For a leave not to exceed three (3) consecutive days, his request shall be made to the Department Head.
27 3. For a leave in excess of three (3) consecutive days, he shall make his request to the Director of Human
28 Resources and/or designee through the Department Head.
29 4. A leave of absence shall be granted to any employee who has been delegated to perform a service for the
30 Union, provided, however, it does not impair the operating efficiency of the Division.
31 5. After any three (3) consecutive days of unapproved absence, the Director of Human Resources and/or
32 designee may declare a position vacant.
33 6. Failure to comply with the provisions of this Article shall result in disciplinary action to the employees involved.

34
35 JURY DUTY: Non-probationary regular employees will receive full pay for any time lost while serving on jury duty or
36 witness duty. Jury duty and witness duty compensation will be added to by the City to equal regular monthly or hourly
37 income.

38
39 ARTICLE 18 – UNAUTHORIZED ABSENCE

40
41 No employee may absent themselves from duty during regular working hours without permission of the Employer.
42 Any employee absenting himself without permission of the Division or Department Head may be subject to disciplinary
43 action.

44
45 ARTICLE 19 – SEPARATION FROM THE PAYROLL

46
47 Monies due upon separation from the City payroll shall be as follows:

- 48
49 A. Death or Retirement – Vacation pay earned plus accumulated sick leave pay in accordance with Article
50 17.
51 B. Resignation, Discharge or Layoff – Vacation pay earned.

52
53 The City shall furnish the terminated employee a statement of employment upon request of the employee.

1
2 ARTICLE 20 – INSURANCE
3

4 A. HEALTH AND DENTAL INSURANCE: The Employer agrees to pay no more than \$102 per month for a
5 family plan and no more than \$40.00 per month for a single plan of Dental Insurance (Effective 1/1/10) and
6 provide health and dental coverage as listed below, including non-duplication of benefits, for all regular
7 employees. Changes in the present coverage shall be made by written mutual agreement between the City
8 and the Union. Selection of the carrier shall rest solely with the Employer provided that the Union is given 30
9 days notice of an impending change in carrier and further provided that the coverage shall be identical to or
10 better than the present coverage.

- 11
- 12 1. The City shall institute a flexible spending account to permit employees to pay deductibles and co-
13 insurance with pre-tax money, in accordance with the Internal Revenue Code.
 - 14 2. The Employer shall provide a \$5000 maximum, no deductible, free standing dental plan including
15 orthodontic benefits with a \$2000 individual lifetime maximum in family dental contracts.
 - 16 3. The employer shall provide health insurance benefits as outlined in Appendix A.
- 17

18 Open enrollment will be every year.

19
20 Retirees will be eligible for Plan A only. Retirees will leave the City plan at Medicare eligibility.

21
22 When the amount of combined covered expenses paid by you and/or all your covered dependents satisfy the out-of-
23 pocket limits, including the deductible as shown on the Schedule of Benefits, the Plan will pay 100% of covered
24 expenses for the remainder of the calendar year, unless specifically indicated, subject to any calendar year
25 maximums and the lifetime maximum of the Plan.

26
27 *Copays on office visit, emergency room or prescription drug do NOT apply to out-of-pocket limits.

28
29 The Section 125 medical cap will increase to \$5000 effective January 1, 2001.

30
31 LIFE INSURANCE: The Employer agrees to provide and pay the total premium cost of a life insurance policy of
32 \$15,000 for each employee. Changes in the present plan or carrier shall be made by written mutual agreement
33 between the City and the Union.

34
35 EYE GLASSES: All employees who incur damage or loss of eyeglasses in performance of their duties shall be
36 reimbursed for the reasonable cost of such damage or loss as recommended by the Employer-employee Safety
37 Committee.

38
39 LONG TERM DISABILITY: The City will permit the employees in the Waste Water/CBM bargaining unit to participate
40 in the City's long term disability plan on the following basis:

- 41
- 42 1. Participation will be mandatory for all employees.
 - 43 2. Employees will pay the full cost of the plan on a payroll deduction basis.
 - 44 3. The City is authorized to deduct the premiums on a monthly basis from the employee's paychecks.
- 45

46 VISION INSURANCE: The City agrees to provide up to \$14.55 per month toward vision hardware insurance. A
47 yearly vision exam will be covered under the health insurance plan.

48
49 POST EMPLOYMENT HEALTH PLAN: Effective January 1, 2006, the City of Appleton agrees to participate in the
50 Post Employment Health Plan (PEHP) for Collectively Bargained Public Employees ("Plan") in accordance with the
51 terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The
52 parties hereto designate Nationwide Retirement Solutions to act as Trustee for the Plan, or its successors appointed
53 in accordance with the Plan and Trust documents. The Employer agrees to contribute to the Plan on behalf of

1 employees represented by the Wastewater and Central Building Maintenance Divisions, Local 73, AFSCME, AFL-
2 CIO.

3
4 For the term of this agreement, the Employer shall contribute for each Eligible Employee the amount of \$10 per
5 month. In addition, upon retirement, the percent, as established by November 1 of the eligible employees
6 accumulated paid leave balance that would have otherwise been paid to the eligible employee, had the Employer not
7 participated in the Plan, shall be contributed to the Plan.

8
9 In addition, the bargaining group each year may select what percent of eligible accumulated paid leave balance will be
10 contributed to the plan.

11
12 The percent contribution for retirees will be established annually by the group and will be used for the subsequent
13 year. This elected percent contribution must be submitted to the Human Resources Director/or designee in writing
14 prior to November 1 of each year.

15
16 The administrative yearly fee will be paid by the employee.

17
18 **ARTICLE 21 – TRAINING PROGRAM**

19
20 The Union and the Employer recognize the need and desirability of training programs for all employees. The parties
21 shall work jointly to establish such programs and shall offer training opportunities to all interested employees desiring
22 such training.

23
24 The City shall reimburse employees for expenses incurred in attending job related courses, provided that the
25 employee has received City approval to attend such course prior to enrollment. Costs eligible for reimbursement shall
26 be determined at the time of approval.

27
28 Employees shall be paid for all scheduled time spent traveling to and from Employer approved training under this
29 article and actual attendance at any approved training under this article less any time spent on breaks or meals.

30
31 **ARTICLE 22 – WAIVER OF RIGHTS**

32
33 Neither party to this Agreement by such act at the time hereof or subsequent hereto, agrees to and does waive any
34 rights possessed by it or them under our state and federal laws, regulations or statutes.

35
36 In the event any clause or portion of this Agreement is in conflict with the statutes of the State of Wisconsin, governing
37 municipalities, or other statutes, such clause or portion of the Agreement shall be declared invalid, and negotiations
38 shall be instituted to adjust the invalidated clause or portion thereof.

39
40 **ARTICLE 23 – STRIKES AND LOCKOUTS**

41
42 **LOCKOUTS:** No lockout of employees shall be instituted by the Employer during the term of this Agreement.

43
44 **STRIKES:** No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At
45 no time, however, shall employees be required to act as strikebreakers or to go through picket lines unless such
46 picket lines are at the entrance to or on Waste Water Plant property. An employee may refuse to cross any picket line
47 for reasons of personal safety.

48
49 **ARTICLE 24 – NON-DISCRIMINATION**

50
51 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation,
52 terms or conditions of employment, nor will they limit, segregate or classify employees in any way to deprive any
53 individual employee of employment opportunities pursuant to applicable Federal, State or local legislation.

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

ARTICLE 25 – SUBCONTRACTING

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

ARTICLE 26 – DURATION

This Agreement shall become effective as of January 1, 2009 and remain in full force and effect to and including December 31, 2010, and shall renew itself for additional one year periods thereafter unless either party has notified the other party in writing prior to September 1, 2010, that it desires to alter or amend this Agreement at the end of the Agreement period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ of _____ 2010 by:

CITY OF APPLETON

APPLETON MUNICIPAL EMPLOYEES
UNION LOCAL 73, AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

Mayor

Committee Member

City Clerk

Committee Member

Committee Member

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

Committee Member

Mary Scoon

Finance Director

Approved as to Form:

City Attorney

**AFSCME Council 40
CLASSIFICATION AND RATES**

Title	Effective 01/01/09 through 12/31/10		1/1/2009	9/1/2009	1/1/2010	9/1/2010
	1/1/2009	9/1/2009				
					1/1/2009	2.0%
					9/1/2009	1.0%
					1/1/2010	2.0%
					9/1/2009	1.0%
WASTE WATER						
Solids Operator						
Start	\$ 21.35	\$ 21.56	\$ 21.99	\$ 22.21		
6 Months	21.45	21.66	22.09	22.31		
12 Months	21.53	21.75	22.19	22.41		
18 Months	21.62	21.84	22.28	22.50		
Liquids Operator						
Start	\$ 22.48	\$ 22.70	\$ 23.15	\$ 23.38		
6 Months	22.58	22.81	23.27	23.50		
12 Months	22.70	22.93	23.39	23.62		
18 Months	22.76	22.99	23.45	23.68		
Utility Worker						
Start	\$ 20.84	\$ 21.05	\$ 21.47	\$ 21.68		
6 Months	20.97	21.18	21.60	21.82		
12 Months	21.05	21.26	21.69	21.91		
18 Months	21.18	21.39	21.82	22.04		
Laboratory Technician						
Start	\$ 21.82	\$ 22.04	\$ 22.48	\$ 22.70		
6 Months	21.89	22.11	22.55	22.78		
12 Months	21.99	22.21	22.65	22.88		
18 Months	22.09	22.31	22.76	22.99		

Note: The Employer may create and fill a Lead Operator position in accordance with Article 9 of the Agreement. Said position shall be paid at 75 cents above the Liquids Operator rate.

LONGEVITY: Employees shall receive longevity pay as follows:

0 - 5 years service	\$0.00
5 - 10 years of service	\$0.06 per hour
Over 10 years of service	\$0.10 per hour

A \$0.45 certification premium will be applied to the base wage of any AFSCME Wastewater Division employees who successfully pass and maintain the Advanced General Wastewater exam and the Advance subclass exams for A.C.E.F.G.I.J. for the Wisconsin Department of Natural Resources Wastewater Operator Certification. Experience in subclasses would not be a factor; however, proof of maintaining Advance Operator Certification would be required to retain the certification premium. Applied after the Wage Rate Increase.

AFSCME Council 40
CLASSIFICATION AND RATES

		1/1/2009	9/1/2009	1/1/2010	9/1/2010
				1/1/2009	2.0%
				9/1/2009	1.0%
				1/1/2010	2.0%
				9/1/2009	1.0%
	Effective 01/01/09 through 12/31/10				
Title		1/1/2009	9/1/2009	1/1/2010	9/1/2010
CENTRAL BUILDING MAINTENANCE					
Instrumentation Technician					
Start	\$	26.24	\$ 26.50	\$ 27.03	\$ 27.30
6 Months		26.32	26.58	27.11	27.38
12 Months		26.38	26.64	27.17	27.44
18 Months		26.48	26.74	27.27	27.54
Maintenance Specialist II					
Start	\$	23.98	\$ 24.22	\$ 24.70	\$ 24.95
6 Months		24.05	24.29	24.78	25.03
12 Months		24.13	24.37	24.86	25.11
18 Months		24.25	24.49	24.98	25.23
Maintenance Specialist I					
Start	\$	22.67	\$ 22.90	\$ 23.36	\$ 23.59
6 Months		22.76	22.99	23.45	23.68
12 Months		22.86	23.09	23.55	23.79
18 Months		22.98	23.21	23.67	23.91
Maintenance Helper					
Start	\$	20.96	\$ 21.17	\$ 21.59	\$ 21.81
6 Months		21.02	21.23	21.65	21.87
12 Months		21.08	21.29	21.72	21.94
18 Months		21.18	21.39	21.82	22.04
Stock Clerk					
Start	\$	23.72	\$ 23.96	\$ 24.44	\$ 24.68
6 Months		23.79	24.03	24.51	24.76
12 Months		23.87	24.11	24.59	24.84
18 Months		23.99	24.23	24.71	24.96

Note: The Employer may create and fill a Lead Operator position in accordance with Article 9 of the Agreement. Said position shall be paid at 75 cents above the Liquids Operator rate.

LONGEVITY: Employees shall receive longevity pay as follows:
 0 - 5 years service \$0.00
 5 - 10 years of service \$0.06 per hour
 Over 10 years of service \$0.10 per hour

A \$0.45 certification premium will be applied to the base wage of any AFSCME Wastewater Division employees who successfully pass and maintain the Advanced General Wastewater exam and the Advance subclass exams for A.C.E.F.G.I.J. for the Wisconsin Department of Natural Resources Wastewater Operator Certification. Experience in subclasses would not be a factor; however, proof of maintaining Advance Operator Certification would be required to retain the certification premium. Applied after the Wage Rate Increase.

EXHIBIT B

WASTE WATER DIVISION OVERTIME AND FILL-IN PROCEDURE

The following procedures are to be utilized when the Employer determines that a position is to be filled and in no way are to be interpreted to impact upon the Employer's right to determine staffing levels. For purposes of this Exhibit, available means not scheduled to work that day.

I. Situations not requiring overtime:

A. Situations

1. Absence on the day shift (Monday through Friday).
2. Absence on other shifts when qualified on-site personnel are available.
3. Anticipated absence with 48 hour or more notice (Monday through Friday).
4. Anticipated absence on weekends when a Utility Worker will be filling the absent operator's shift for six or more consecutive days in the operator's work period.

II Situations which require overtime:

A. Situations

1. Unanticipated absence when qualified on-site personnel are not available.
2. Sickness or injury on the job when qualified on-site personnel are not available.
3. Other emergency when qualified on-site personnel are not available.
4. Anticipated absence on weekends, except as in item I A.4. above.
5. Friday holiday.

B. The Fill-in procedure shall be as follows:

1. Liquids and Solids Operator absence, Friday Holiday:
 - a. Available operator (not scheduled to work that day).
 - b. Off-going or on-coming operator. When assigning off-going or on-coming operators; the offer will be made first to the operator whose shift is adjacent to the available work.
 - c. Off-duty utility: By seniority. In all cases, if the available work is refused by the operator(s); it will be assigned to off-duty utility workers by seniority.
2. Unusual circumstances
 - a. Solids Operators assigned to the third shift (3-11PM) on Monday shall be considered as the off-going operator from the third shift (3-11PM) on Sunday.
 - b. Solids Operator absences on the third shift (3-11PM) on Friday shall be filled by the off-going operators from the second shift (7AM-3PM) and the first shift (11PM-7AM) on Friday.

III Plant Emergency:

- A. At end of shift - Operator going off-duty will remain to assist incoming Operator. If Operator needs assistance for more than four (4) hours, procedure is the same as situations requiring overtime.
- B. During shift - Call in same as situations requiring overtime. Operators will stay on duty until relieved by incoming operator.

WASTE WATER LABORATORY OVERTIME

I. Pre-scheduled absences (five or more days notice of the absence)

- A. The City will post a notice of the availability of overtime resulting from pre-scheduled absences.
- B. The initial posting will be for absences during the month of June 1993, and will be posted by May 14, 1993. Subsequent postings will be made no later than the 15th of a month for overtime opportunities during the following month.
- C. Employees will have until the 20th of the month in which it was posted to sign for these opportunities.
- D. Other postings will be made as necessary for other pre-scheduled vacancies that occur. Employees will be given as much time as possible to sign such postings.
- E. Laboratory Technicians who elect to work overtime pursuant to the above shall work 12 hours on the days selected.
- F. Those opportunities not selected by the Laboratory Technician shall be assigned through the posting process, by seniority, to qualified available Liquids Operators. The Liquids Operator shall work four hours (7 AM to 11 AM). In either event, the Laboratory Technician shall work 8 hours.
- G. If no one signs a posting for a particular day, the Laboratory Technician shall be assigned to work twelve hours unless management determines that a qualified on-duty Utility Worker is available to work four hours in the laboratory.

II. Unscheduled absences (less than five days notice)

- A. The Laboratory Technician shall be offered four hours overtime.
- B. If the Laboratory Technician declines the overtime, it will be offered to the off-going Liquids Operator (4 hours from 7 AM to 11 AM).
- C. If the off-going Liquids Operator is not available to work, the Laboratory Technician shall be assigned to work 12 hours unless management determines that a qualified on-duty Utility Worker is available to work four hours in the laboratory.
- D. The City will allow other qualified Liquids Operators to work overtime in those cases where neither the off-going Operator nor Laboratory Technician wishes to work, provided that no call-time is involved. The City will have no obligation to notify or to seek out such operators.
- E. If no Laboratory Technicians are working, overtime shall be offered as if the Laboratory Technicians had declined the overtime.

III. Miscellaneous

- A. The above procedure is to be utilized when the Employer determines that a position is to be filled and in no way is to be interpreted to impact upon the Employer's right to determine staffing levels.
- B. Eligibility under the above is limited to employees regularly classified as Liquids Operators or Laboratory Technicians. "Liquids Operator" shall include Utility Workers who are qualified to fill in for Liquids Operators.

- C. Once an employee has signed or failed to sign for an overtime opportunity, he or she cannot later change that decision unless approved by management.
- D. A Laboratory Technician who is forced to work overtime due to the unavailability of a Liquids Operator may be excused from such work at the sole discretion of management on a case-by-case basis depending on the circumstances.
- E. Management staff shall perform whatever laboratory work is still required after going through the above procedures. In addition, management shall fill in during regular hours for short term absences of union-represented laboratory employees (training sessions, doctor's appointments, etc.).

EXHIBIT C

WASTE WATER DIVISION

Special Conditions:

1. Any employee on Temporary Assignment is not available for reassignment except as may apply to any permanently assigned worker.
2. Any employee on Temporary Assignment has no right to another Temporary Assignment for the duration of the original assignment.
3. Any employee terminating a Temporary Assignment may not "bump" other Temporary Assignments.
4. Utility Worker on Temporary Assignment shall receive all premiums associated with the Utility Worker classification.
5. During the first week of a temporary assignment, or any subsequent week not having five work days, employees shall be entitled to work their normal work day/hours, when work is available in their regular classification, unless they are working that day in the temporary assignment. If work is not available, the employee will be reassigned or laid off.
6. The Employer shall not be required to temporarily assign Utility Worker outside the plant unless all operating positions are fully staffed and, in addition, a minimum of one Utility Worker is functioning in the plant as a Utility Worker.

EXHIBIT D

CENTRAL BUILDING MAINTENANCE OVERTIME AND CALL-IN PROCEDURE

Overtime and call-in shall be offered according to the following:

Work at Water Plant

1. By seniority to CBM employees normally assigned to the Water Plant.
2. By seniority to other qualified CBM employees.
3. By seniority to Relief Operator/Maintenance Helper at the Water Plant.

Work at Waste Water Plant

1. By seniority to CBM employees normally assigned to the Waste Water Plant.
2. By seniority to other qualified CBM employees.

Work at All Other Buildings

1. By seniority to Maintenance Specialist Is.
2. By seniority to other qualified CBM employees.

EXHIBIT E

WASTE WATER TREATMENT PLANT CLEANING SERVICES

The City will contract with a firm to provide janitorial and cleaning services in the Waste Water Treatment Plant, subject to the following conditions:

1. The City will provide the Union with a list of duties to be performed by the subcontractor, prior to the subcontractor beginning such work.
2. If hours worked by the subcontractor exceed an average of 20 hours per week over any five-week period, the City will discontinue the use of the subcontractor.
3. The subcontracted position will be eliminated prior to the layoff, elimination of position, or reduction of regular hours of any Waste Water or Central Building Maintenance employee represented by the Union.
4. This subcontracting agreement does not constitute a waiver of the rights of either party for other situations, shall not be considered as a precedent for other subcontracting, and shall not affect the rights of either party under Article 25 of the labor agreement.

EXHIBIT F

DRUG FREE WORKPLACE POLICY AND PROBABLE SUSPICION TESTING PROCEDURE

1. The Union acknowledges that it is aware of the above Policy and Procedure and that it has had the opportunity to negotiate the impact of same upon the employees it represents.
2. An employee who takes a leave of absence pursuant to Paragraph 21.04 of the Policy shall be eligible to utilize available paid-leave time.
3. The purpose of the second sentence of Paragraph 21.04 is to clarify that employees who are subject to discipline under this Policy cannot negate that discipline by requesting a leave of absence.
4. The random testing procedure in Paragraph 21.04 shall not apply to the first time an employee takes a voluntary leave under that paragraph.
5. Employees subject to drug testing pursuant to Paragraph 21.05 shall be offered the right to Union representation, provided, however, that this provision shall not be permitted to delay the testing procedure.
6. An employee who has been removed from the job site pending test results and whose test results are negative shall be made whole for all time lost.
7. By agreeing to the Drug Testing Policy and Probable Suspicion Testing Procedure, the Union does not waive the constitutional rights of the individual employees.

Signed Letter Dated July 30, 1990

**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.

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.

- 6. 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.

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.

- 7. 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.
- 8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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
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

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
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⁾

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
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
Prescription Drugs						
- Retail	(31 Day Supply)	(31 Day Supply)	(31 Day Supply)	(31 Day Supply)	(31 Day Supply)	(31 Day Supply)
Tier I	\$10 copay	\$10 copay	\$10 copay	\$10 copay	\$10 copay	\$10 copay
(Preferred) – Tier II	\$25 copay	\$25 copay	\$25 copay	\$25 copay	\$25 copay	\$25 copay
(Not Preferred) – Tier III	\$40 copay	\$40 copay	\$40 copay	\$40 copay	\$40 copay	\$40 copay
- Mail Order	(90 Day Supply)		(90 Day Supply)		(90 Day Supply)	
Tier I	\$25 copay	N/A	\$25 copay	N/A	\$25 copay	N/A
(Preferred) – Tier II	\$62.50 copay		\$62.50 copay		\$62.50 copay	
(Not Preferred) – Tier III	\$100 copay		\$100 copay		\$100 copay	
- 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.