

**2009 - 2010
LABOR AGREEMENT**

**CITY OF APPLETON AND TEAMSTERS LOCAL UNION #662
COVERING**

City Hall Unit Employees

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LABOR AGREEMENT

CITY OF APPLETON AND TEAMSTERS LOCAL UNION #662

covering

CITY HALL UNIT EMPLOYEES

This Agreement made and entered into by and between the City of Appleton, with the Director of Human Resources acting as its agent hereinafter referred to as the "Employer" and Teamster Local Union #662, hereinafter referred to as the "Union" for the purpose of establishing sound labor relations and to establish minimum wages, hours, and working conditions for the employees of the City of Appleton in the Divisions covered hereby.

ARTICLE 1 – RECOGNITION

The Employer shall recognize Teamster Local Union #662 as the authorized representative and exclusive bargaining agent for all regular City Hall Unit and employees in conjunction thereto, employed by the City of Appleton, Wisconsin, excluding craft or professional employees, confidential employees, supervisors and executives, and also excluding employees of the Parking Commission, and Engineering Division – Department of Public Works.

Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of race, color, religion, age, disability, marital status, family status, national origin, sexual orientation or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, religion, age, disability, marital status, family status, national origin, sexual orientation or sex.

The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equivalent to the uniform dues required of the members of the Union.

ARTICLE 2 – PROBATIONARY PERIOD

There shall be a probationary period of six (6) months for all new employees hired for regular positions. This period may be extended by mutual agreement between the Employer and the Union.

ARTICLE 3 – TEMPORARY AND PART-TIME EMPLOYEES

All temporary employees who are employed one thousand (1000) or more hours in a twelve (12) month period shall be considered regular employees after such time with no further probationary period required. This provision shall not be used to circumvent the hiring of new employees for regular positions.

Temporary employees who are hired on a regular basis prior to working 1000 hours in a twelve month period shall be required to serve the full probationary period provided for in Article 2, regardless of the number of hours they worked as a temporary employee.

Part-time employees shall receive pro-rata benefits based on the approved budgeted position.

ARTICLE 4 – HOURS OF WORK

1
2
3 A. The present schedule of hours shall be maintained during the term of this Agreement unless by mutual
4 agreement between the City and the Union. Said schedule to be attached to this Agreement as Exhibit B and
5 made a part hereof.
6

7 The scheduled workweek shall be forty (40) hours, and shall consist of eight (8) hours per day, Monday
8 through Friday except for Communication Technicians. The work schedule for Communication Technicians
9 shall be five (5) days on, two (2) days off, five (5) days on and three (3) days off. The work schedule for the
10 Power shift position shall be five (5) days on, two (2) days off, Monday through Friday from 10:30 a.m. to 7:00
11 p.m.
12

13 B. There shall be no split shifts.
14

15 C. Employees will be subject to call at any time for special assignments and/or emergency work.
16

17 D. Extra (temporary) employees shall not be used unless all available regular employees are working.
18

19 E. The workweek begins at 12:01 AM Sunday. The workday is defined as a 24-hour period beginning at 12:01
20 AM.
21

22 F. Having reported for work, no employee may leave during working hours without permission.
23

24 G. Any changes to an employee's schedule must be pre-approved by the supervisor. The employer shall not be
25 responsible for any other compensation that the employee would have otherwise been eligible for under this
26 Collective Bargaining Agreement, as a result of the above schedule change. (e.g. overtime, double time, shift
27 differential, meal allowance, holiday pay, etc.) Schedule changes must occur within a workweek.
28

29 H. The Power shift position shall not be allowed to trade shifts with other PCT positions unless otherwise
30 approved by management.
31

ARTICLE 5 – COMPENSATION

32
33
34 A. When an employee reports for work as scheduled and no work is available, the employee shall receive a
35 minimum of four (4) hours pay. If an employee is put to work and remains available, the employee shall
36 receive a minimum of eight (8) hours pay.
37

38 B. Employees called for work outside their regular hours shall receive three (3) hours pay at their regular rate in
39 addition to the pay for actual hours worked provided, however, the employee shall receive no less than four
40 (4) hours straight time pay.
41

42 C. Employees notified prior to leaving work on the previous day who are required to start work at other than their
43 regular scheduled starting time shall work their regular schedule in addition thereto. Telecommunicators who
44 receive less than 24 hours notice are entitled to receive their 3 hours pay at their regular rate as stated in B.
45 above. (This shall not apply to employees who are held over.)
46

47 D. If an employee is required to take a temporary job with a lesser rate of pay, the employee will not be required
48 to take a reduction in pay. Any employee who is assigned to a job with a higher rate of pay shall receive the
49 rate of the job to which the employee is temporarily assigned for all hours worked at the higher rated job, if
50 two (2) hours or less. If more than two (2) hours, the employee shall receive the higher rate for all hours

1 worked that day. This provision shall not apply when the employee is being cross-trained on other duties
2 within the Department.
3

4 E. Assessing Department employees who work pre-scheduled overtime which is not continuous with the regular
5 workday, shall receive a minimum of the equivalent of three (3) hours pay at straight time.
6

7 F. The Employer shall determine the number of employees to be assigned to any job classification and the job
8 classifications needed to operate the Employer's facilities. Any new jobs or new operations not classified or
9 described in this Agreement shall be subject to immediate negotiations between the parties to this
10 Agreement. The Employer may establish a temporary rate for such new jobs or operations prior to the start of
11 any such negotiations. The negotiated rate shall be retroactive to the date the position was filled.
12

13 G. Longevity: These payments are included in Exhibit "A".
14

15 **ARTICLE 6 – OVERTIME AND PREMIUM PAY**

16
17 A. One and one-half (1 1/2) times the base pay shall be paid as follows:
18

- 19 1) For all hours worked in excess of eight (8) hours per day, Monday through Friday. This does not apply to
20 schedule changes pre-approved by the supervisor in Article 4.G.
- 21 2) For all hours worked on Saturday.
- 22 3) Communication Technician employees will be paid one and one half (1 ½) their base rate for all hours
23 worked in excess of their scheduled work day or work week.
24

25 Note: Paid time off, except for Worker's Compensation, will not be considered as hours worked for overtime
26 purposes.
27

28 B. Clerical employees shall have the option to take payment for overtime worked in cash or in time off, subject to
29 the following conditions:
30

- 31 1) Employees will be allowed to carry over up to forty (40) hours of compensatory time from one year to the
32 next. Any comp time in excess of forty (40) hours shall be paid in cash on the first paycheck in
33 December.
- 34 2) Compensatory time off shall be scheduled by mutual agreement between the employee and the
35 Department Head.
- 36 3) In the event an employee terminates employment, the unused balance shall be paid in cash at the wage
37 rate in effect at the time it was earned.
38

39 Section B shall not apply to Communication Technicians.
40

41 C. Two (2) times the base pay shall be paid for all hours worked on Sunday.
42

43 Section C shall not apply to Communication Technicians.
44

45 D. Any employee other than a Communication Technician, required to work on any of the paid holidays specified
46 in Article 9 shall receive two times the employee's base pay for all hours worked in addition to the holiday pay.
47

48 Communication Technicians required to work on any of the paid holidays specified in Article 9 as part of their
49 regular schedule shall receive two (2) times their base rate for all hours worked on the holiday in addition to
50 the holiday pay.

1
2 Communication Technicians required to work overtime on any of the paid holidays specified in Article 9 shall
3 be paid one and one half (1 ½) times their base rate for all hours worked on the holiday.
4

5 E. All regular employees who work anytime between 6:00 PM and 10:00 PM shall receive an additional thirty
6 cents (\$.30) per hour and anytime between 10:00 PM and 7:00 AM an additional fifty cents (\$.50) per hour
7 added to their final computed overtime or base pay rate.
8

9 F. Overtime work for Communication Technicians will be scheduled as follows if the City decides to fill the
10 position and part time or other fill-in employees are not available:
11

- 12 1) If the City receives at least one week's notice, the overtime opportunity will be posted and filled by
13 seniority.
- 14 2) With notice of more than one day but less than one week, the overtime shall be offered by seniority
15 among all available employees.
- 16 3) With notice of one day or less, the overtime shall be offered by seniority to employees working the shifts
17 before and/or after the shift during which the overtime falls.
- 18 4) The City has the right to order people to work, by inverse seniority, if sufficient people are not otherwise
19 available.
- 20 5) The City has no obligation to make more than one telephone call to an employee to offer overtime, nor to
21 wait for a response to a message left at the employee's home.
22

23 G. The City will provide relief or additional employees at the workstations when such help is available and the
24 City decides to do so.
25

26 **ARTICLE 7 – WORK AT HOME**

27

28 If employees are permitted to perform work at home, actual hours worked shall be treated the same as if the work was
29 performed at a City facility, but no call time or shift differential will apply. No such work shall be performed without
30 specific approval, in advance, by the Employer. The Employer reserves the right to inspect home work sites by
31 appointment for safety purposes and to establish reasonable methods of monitoring actual hours worked.
32

33 **ARTICLE 8 – PAY PERIOD**

34

35 All hourly paid employees shall be paid bi-weekly, every other Thursday. If a holiday falls on a day Monday through
36 Thursday, payday shall be on Friday. Each pay period ends at Midnight the Saturday preceding payday.
37

38 **ARTICLE 9 – HOLIDAYS WITH PAY**

39

40 A. All regular employees including PCTs shall receive eight (8) hours pay at their regular straight time hourly rate
41 for the following holidays irrespective of the day of the week on which they fall: New Year's Day, Memorial
42 Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the last regularly
43 scheduled work day before Christmas, and Christmas Day. In the event any of said holidays fall on Saturday,
44 the preceding Friday will be considered the holiday. If the holiday falls on Sunday, the following Monday shall
45 be considered the holiday. The Saturday and Sunday language does not apply to Communication
46 Technicians. In addition to the above holidays, Communication Technicians shall receive Easter Sunday as a
47 designated paid holiday.
48

49 The foregoing holidays will be celebrated pursuant to the Federal Holidays Act of 1968 (Public Law 90-363).
50

1 All regular employees shall receive two additional regularly scheduled work days off each calendar year to be
2 designated as paid holidays, except that Communication Technicians shall receive three (3) floating holidays
3 which may be used only by mutual agreement. Denial of a request for a Communication Technician shall not
4 be subject to the grievance procedure. Between January 1 and April 1 of each year, employees may sign up
5 for these holidays by seniority.
6

7 After April 1, floating holidays which have not been signed for shall be taken on a first-come, first served basis
8 with not less than forty-eight (48) hours notice of same. Not more than one employee per department shall be
9 permitted to select the same day except that in the Police Department, not more than two employees per
10 department shall be permitted to select the same day unless more are approved by the Department Head.
11

12 Floating holidays for Communication Technicians not used by the end of the year because the Employer
13 denied requests for usage, shall be paid at straight time the rate in effect that year. *This provision shall not*
14 *apply during the term of this bargaining agreement 2009-2010.*

15 All regular employees, excluding Communication Technicians, shall receive two regularly scheduled work
16 days off each calendar year as a paid holiday, in addition to the above. This day off shall be scheduled by
17 mutual agreement between the Employer and employee. The Employer may restrict the time periods in
18 which this day off may be taken, based on department workloads.
19

- 20 B. In order that employees be eligible for holiday pay, they must work their regularly scheduled work day
21 immediately preceding and following the holiday except in the case of an employee on paid leave. Power
22 shift employees shall have holidays off as a part of the regular schedule.
23
- 24 C. Benefits of this article are effective on the sixty-first (61) calendar day of employment.
25
- 26 D. The Power Shift Communication Technician is not scheduled to work Easter Sunday and therefore shall
27 receive four (4) floating holidays.
28

29 **ARTICLE 10 – LEAVE OF ABSENCE**

30

- 31 A. Any employees who wish to absent themselves from their employment shall make application for such leave
32 of absence as follows:
33
- 34 1) Submit a written request at least forty-eight (48) hours prior to the leave.
 - 35 2) For a leave not to exceed three (3) consecutive days, the request shall be made to the Department Head.
 - 36 3) For a leave in excess of three (3) consecutive days, the request shall be made to the Director of Human
37 Resources through the Department Head.
38
- 39 B. A leave of absence shall be granted to any employee who has been delegated to perform a service for the
40 Union, provided, however, it does not impair the operating efficiency of the respective employee's Division.
41
- 42 C. After any three (3) consecutive days of unapproved absence, the Director of Human Resources may declare
43 a position vacant.
44
- 45 D. Leave of absence shall be without pay.
46
- 47 E. No leave of absence shall be granted an employee until such employee has made suitable arrangements with
48 the Director of Human Resources for the continued payment of such employee's group insurance premium for
49 the period of the leave of absence.
50

1 F. Failure to comply with the provisions of this Article shall result in the complete loss of seniority rights of the
2 employee involved subject to the provisions of Section C above. An employee's inability to work because of
3 proven sickness or injury shall not result in the loss of seniority rights.
4

5 **ARTICLE 11 – JOB POSTING**
6

7 A. A new job or vacancy within a Department shall be filled as follows:
8

- 9 1) Posted on Department bulletin board for five (5) working days. Such posting shall include the
10 qualification standards for the position, where such standards have been developed.
- 11 2) Employees of the Department desiring posted jobs will sign the notice. In the Police Department the
12 sequence for filling vacancies will be by Police Department Division.
- 13 3) The Steward will be furnished copies of the original and the completed postings.
- 14 4) Employee oldest in seniority who meets the qualification standards shall be eligible for a trial period. This
15 trial period shall be up to sixty (60) days for Account Clerk II, and Property Assessor and up to thirty (30)
16 days for all other classifications, except Communication Technicians. For Communication Technician
17 position's the trial period shall be sixty (60) days for employees transferring from another department.
18 The sixty (60) day period may be extended to one-hundred twenty (120) days by mutual agreement
19 between the Employer and the Union. If no standards are included in the posting, the senior applicant
20 shall be eligible for the trial period.
- 21 5) The thirty (30) day trial period will be extended to sixty (60) days upon written request by the Employer to
22 the Union prior to expiration of the initial thirty (30) day trial period. The sixty (60) day trial period may be
23 extended to one hundred twenty (120) days by the Employer.
- 24 6) Employees may request to return to their prior position during the first 10 working days of the trial period.
25 A request to return shall be honored within two weeks. Employees serving a trial period shall not be
26 eligible to sign a job posting for a different position during that trial period.
27

28 B. Vacancies resulting from job posting pursuant to A above or the original vacancy if no successful bid is
29 received within the department, shall be posted unit-wide and filled in accordance with Paragraph A. Such
30 posting may be made simultaneously with the posting provided for in paragraph "A" above if the Employer
31 determines it would be proper to do so to expedite the process. For purposes of this paragraph only, the
32 definition of "unit-wide" shall be expanded to include employees in the following bargaining units:
33

- 34 1) Engineering Aides and Office Clerical
- 35 2) City Hall Unit
36

37 C. The City will provide qualification standards to the Union before utilizing them in the posting procedure. The
38 standards shall not be arbitrary and capricious and the Union reserves the right to grieve the reasonableness
39 of the standards.
40

41 D. Job discontinuance or suspension shall be handled as follows:
42

- 43 1) Posted on bulletin board.
- 44 2) Copy furnished Steward.
45

46 E. When seniority is not recognized in filling vacancies under this Article, the case shall be subject to the
47 grievance procedure.
48

49 F. Temporary vacancies shall be handled as follows:
50

- 1) Posted on the bulletin board within the Division for five (5) working days.

- 2) Held by the temporary replacement until the regular employee returns to work.
- 3) Temporary replacement reinstated back in job formerly held.
- 4) This section shall not be used to circumvent the procedures as set forth in Section "A" of this Article.

G. Vacancies may be filled for a maximum of five (5) working days, without posting or without regard to seniority.

H. The City agrees to post notices of job vacancies in other City bargaining units represented by the Union on departmental bulletin boards. Such postings shall be informational only and the City shall not be required to give preference to present employees in filling such vacancies. Employees on layoff shall have the further right to apply for any vacancy which may occur in any other Teamster-represented bargaining unit. Such applicants shall be subject to the same hiring criteria as applied to any other applicant. If a laid-off employee is found to possess qualifications at least equal to those of the best qualified acceptable applicant who is not employed by the City, such employee shall be given preference based on length of service with the City. The determination of relative qualifications shall not be subject to the grievance procedure.

City Hall

Employees who voluntarily transfer to a lower rated position in the City Hall Bargaining Unit shall be paid at the step of the new position based on the employee's length of time in the City Hall Bargaining Unit. This provision shall not apply to temporary assignments.

Employees who voluntarily transfer to a lower rated position in the Engineering Technicians and Office Support Employees Bargaining Unit, shall be paid at the step of the new position based on the employee's length of time in the City Hall Bargaining Unit. This provision shall not apply to temporary assignments.

Engineering Technicians and Office Support Employees

Employees who voluntarily transfer to a lower rated position in the Engineering Technicians and Office Support Employees Bargaining Unit shall be paid at the step of the new position based on the employee's length of time in the Engineering Technicians and Office Support Employees Bargaining Unit. This provision shall not apply to temporary assignments.

Employees who voluntarily transfer to a lower rated position in the City Hall Bargaining Unit, shall be paid at the step of the new position based on the employee's length of time in the Engineering Technicians and Office Support Employees Bargaining Unit. This provision shall not apply to temporary assignments.

ARTICLE 12 – DISCHARGE

The Employer shall not discharge or suspend any employee without just cause and shall give at least one warning notice of the complaint against such employee to the employee in writing and a copy of same to the Union except that no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty, drunkenness or drinking while on duty, recklessness, endangering others while on duty, the carrying of unauthorized passengers in City owned vehicles while on duty, or attempted rape or sexual assault as specified in State Statutes 940.225. The warning notice as herein provided shall not remain in effect for more than one hundred and eighty (180) days from date of issuance except that warning notices relating to accidents or attendance issues shall remain in effect for one year and records of suspension shall remain in effect for 18 months.

Discharge or suspension of an employee must be by proper written notice, certified mail, return receipt, sent to the last known address of the employee or by personal service on the employee, with a copy to the Union. Appeal from discharge must be taken within five (5) working days by written notice to the Director of Human Resources and a meeting held between the Employer and the Union within fifteen (15) working days after the appeal is filed. A decision must be reached within five (5) working days from the date of this meeting.

1
2 The employee may be reinstated under other conditions agreed upon by the Employer and the Union or pursuant to
3 the terms of an arbitration award. Failure to agree shall be cause for the matter to be submitted to arbitration as
4 provided in Article 15 of this agreement.
5

6 **ARTICLE 13 – LETTERS OF REFERENCE**
7

8 The Employer agrees to furnish, upon request, a letter of reference to the respective employee at the time of
9 termination.
10

11 **ARTICLE 14 – UNION BUSINESS**
12

- 13 A. The Shop Committee shall be one Steward from City Hall and one Steward from the Police Department.
14
15 B. Authorized representative as defined above shall suffer no loss of wages for working hours spent on matters
16 of negotiations or grievances provided that such individuals notify their supervisor at least forty-eight (48)
17 hours prior to the negotiation or grievance meeting unless the employee receives less than forty-eight (48)
18 hours notice in which case he shall advise his supervisor as soon as possible after receiving such notice.
19
20 C. A Steward will be permitted to attend hearings or meetings involving other City of Appleton units represented
21 by the Union provided that such attendance shall be at no cost to the City and that the Steward gives at least
22 forty-eight (48) hours notice to his supervisor, and further provided that such attendance does not impair the
23 operating efficiency of the respective employee's Division.
24
25 D. The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to
26 prevent a Steward from the proper conduct of any grievance in accordance with procedure outlined in this
27 Agreement, nor to prevent certain routine business such as the posting of Union notices and bulletins.
28
29 E. Business agents or representatives of the Union having business with members of the Union may confer with
30 such members during the course of the work day for a reasonable time, provided that they first notify the
31 Department Head or their designee of their presence.
32

33 **ARTICLE 15 – GRIEVANCE PROCEDURE**
34

- 35 A. Any grievance must be presented in writing within ten (10) calendar days of its occurrence or discovery or it
36 shall not be subject to the grievance procedure.
37
38 B. A grievance shall be processed as follows:
39
40 1) The grievance shall be reduced to writing, presented to and discussed with the employee's Supervisor, by
41 the employee and Steward, if requested. The Supervisor shall respond in writing within seven (7) working
42 days. If the grievance is not resolved, the grievance shall be taken to Step 2 provided it is done within
43 five (5) workdays from the date of response by the Supervisor.
44 2) The grievance shall then be presented to the Department Head or designee who will meet with the
45 Steward and then respond in writing within seven (7) working days of such meeting. A copy of this
46 response shall be provided to the Steward and to the Local Union office. If this solution is not
47 satisfactory, the process shall move to Step 3, provided it is done within five (5) working days from the
48 date the written statement is received by the Union.
49 3) The grievance shall then be presented to the Director of Human Resources, and/or designee, who will
50 meet with the Union and then respond in writing within seven (7) working days of such meeting. If the

1 grievance is not satisfactorily resolved, either party may notify the other within five (5) workdays from
2 receipt of the written statement of their desire to arbitrate.

3
4 C. Working days are defined as any weekday excluding Saturdays, Sundays and holidays.

5
6 **ARTICLE 16 – ARBITRATION**

7
8 Section A

9
10 Any grievance relative to the interpretation or application of this Agreement, which cannot be adjusted by conciliation
11 between the parties, may be referred by either party hereto, within five (5) days to the Wisconsin Employment
12 Relations Commission for the appointment of a panel of five (5) arbitrators.

13
14 Section B

15
16 The arbitrator shall conduct hearings and receive testimony relating to the grievance and shall submit findings and
17 decision. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employee.

18
19 Section C

20
21 The grievant and up to one authorized representative as defined in Article 13 shall suffer no loss of pay for working
22 hours spent at the arbitration hearing.

23
24 The expense of the arbitrator and the WERC filing fee shall be divided equally between the parties to this Agreement.

25
26 Section D

27
28 It is understood that the arbitrator shall not have the authority to change, alter, or modify any of the terms or provisions
29 of this Agreement.

30
31 **ARTICLE 17 – SPECIAL CONDITIONS**

32
33 A. When employees are required to work more than two (2) consecutive hours beyond their normal eight (8)
34 hour shift, they shall receive a meal allowance of three dollars and seventy-five cents (\$3.75). When
35 Communication Technicians are required to work more than two (2) consecutive hours beyond their normal
36 eight (8) hour shift, they shall receive a meal allowance of eight dollars fifty cents (\$8.50).

37
38 B. Approximately at mid-point in the first half of the shift and mid-point in the second half of the shift, a fifteen
39 minute paid break will be permitted to employees. This shall not apply to Communication Technicians,
40 however, the department will allow breaks administratively when possible, in line with the previous practice in
41 this area.

42
43 C. Reasonable compliance shall be expected of employees when called for overtime work.

44
45 D. Any regular full-time employee receiving Worker's Compensation Benefits as a result of an on-the-job injury
46 or accident, shall be paid forty (40) times ninety five percent (95%) of the employee's prevailing straight time
47 hourly rate for each week of such disability but not to exceed thirty (30) weeks. The City's liability under this
48 provision shall be limited to the difference between the forty (40) hours at ninety five percent (95%) of straight
49 time pay and any weekly benefit the employee receives from Worker's Compensation.

1 In order to remain eligible for such payment, the employee shall be required to inform their supervisor of
2 his/her status not less often than once per week and shall further be required to report to their supervisor to
3 allow for recording of their time for payroll bi-weekly unless physically unable to do so except that this
4 requirement is waived for the period of the attending physician's prognosis.
5

6 E. The City shall pay for any job-related schooling which it requires of employees. Employees who successfully
7 complete other job-related continuing education courses shall be reimbursed for one-half the cost of tuition
8 and books. For employees whose supervisor recommends or initiates a job related continuing education
9 course, the course shall be reimbursed for seventy-five percent (75%), subject to available funds. The City's
10 reimbursement for each class will be based on the UW system rates. Participation in such courses must be
11 approved, in advance, by the Department Head and the Director of Human Resources. Successful
12 completion shall mean a passing grade if the course or program is graded on a pass/fail basis or a grade of
13 "C" or better if letter grades are issued.
14

15 F. During periods of inclement weather, the Mayor or his designee may deem it appropriate for safety reasons to
16 direct non-essential personnel not to report for work or to send such employees home. Employees who are
17 sent home will be paid in accordance with the labor agreement. Employees who are directed not to report
18 shall not be paid, unless they choose to use pre-earned compensatory, vacation or floating holiday time.
19

20 **ARTICLE 18 – VACATIONS**

21
22 Vacation with pay shall be granted to regular employees as follows:
23

- 24 A. After 1 year of service, 1 week of vacation - (5 working days)
- 25
- 26 B. After 2 years of service, 2 weeks of vacation – (10 working days)
- 27
- 28 C. After 6 years of service, 2 weeks plus 2 days – (12 working days)
- 29
- 30 D. After 8 years of service, 3 weeks of vacation – (15 working days)
- 31
- 32 E. After 12 years of service, 4 weeks of vacation – (20 working days)
- 33
- 34 F. After 20 years of service, 5 weeks of vacation – (25 working days)
- 35
- 36 G. After 26 years of service, 5 weeks plus 1 day – (26 working days)
- 37
- 38 H. After 27 years of service, 5 weeks plus 2 days – (27 working days)
- 39
- 40 I. After 28 years of service, 5 weeks plus 3 days – (28 working days)
- 41
- 42 J. After 29 years of service, 5 weeks plus 4 days – (29 working days)
- 43
- 44 K. After 30 years of service, 6 weeks of vacation – (30 working days)
- 45
- 46 L. Vacations shall be taken in the calendar year in which they are earned except that employees who become
47 eligible for additional weeks or days of vacation in November or December pursuant to "P" below, shall be
48 allowed to carry over all or part of that week or days to the following calendar year. Such vacation must be
49 used by March 31 of that following year or it will be forfeited.
50

1 In addition, employees at the one or two week vacation level shall be allowed to carry over up to one week of
2 vacation to the following year under the following circumstances:

- 3
- 4 a) Such carry over must be for a pre-determined time frame approved at the time of the carry over.
- 5 b) Such carry over will be allowed only if it is agreed to and approved in advance by the Department Head.
- 6

7 M. Choice of vacation shall be determined by seniority. Employees shall have from January 1 to April 1 to select
8 their vacations except for Finance and Police employees who will have from January 1 to the last day in
9 February to select their vacations. Vacations not selected by April 1st or the last day in February as noted
10 above shall be scheduled by mutual agreement between the Employer and the employee. A full week of
11 vacation shall take precedence over partial weeks during the seniority based sign up period.

12
13 Employee picks of vacations for January 1 to March 31 vacations, must select their paid vacations by
14 December 1 of the previous year. This vacation will be awarded by seniority. These employee picks will take
15 precedent over the selection in M. above for the months of January – March 31.

16
17 Selection period for vacation will be from January 1 to the last day of February in Finance and Police only.

18
19 N. When a holiday falls during an employee's scheduled vacation, and the employee regularly works a Monday
20 through Friday workweek, the employee shall have the option of receiving the holiday allowance in addition to
21 the vacation pay, or re-scheduling a day of paid vacation. The option must be exercised at the time of
22 selecting vacation. If the option is not exercised at the time of selecting vacation, the employee shall receive
23 the holiday allowance in addition to the vacation pay.

24
25 O. A minimum of one employee from each Department will be permitted on vacation at all times unless more are
26 approved by the Department Head.

27
28 P. Regular employees will be eligible for their first paid vacation as of the first anniversary of their date of hire.
29 After qualifying for their first vacation, employees will be eligible for future vacations as of January 1 of each
30 calendar year.

31
32 If an employee qualifies for a 1, 2, 3 or 4 week vacation as of January 1 and completes the service necessary
33 for an additional week of vacation later in that calendar year, such employee shall receive the additional week
34 of vacation after their anniversary date and shall thereafter be eligible for such increased vacation as of
35 January 1 of each succeeding calendar year.

36
37 Q. Vacation taken in half-day increments must be four (4) hours.

38 39 **ARTICLE 19 – SICK LEAVE**

40
41 All regular employees shall accumulate sick leave with pay of one full working day for each month of service. Sick
42 leave shall accumulate but not to exceed one hundred twenty (120) working days. Employees are not eligible to use
43 the benefits under this article until their sixty-first (61) calendar day of employment.

44
45 A. An employee may use sick leave for absences necessitated by personal illness or off-the-job injury; illness or
46 injury of members of the employee's family living in the employee's residence; required personal dental care.
47 Sick leave cannot be used to take a child to the dentist.

48
49 B. In order to be granted sick leave, employees must:

- 1) When possible, report their absence prior to the start of their shift.
- 2) Keep the Department Head informed of their condition daily.
- 3) Permit the Employer to have made such medical examination or nursing visit as it deems desirable.
- 4) Submit a medical certificate for any absence or more than three (3) working days if requested by the Employer.

C. Employees shall not be eligible for paid sick leave for absences resulting from injury or illness incurred while working for another employer for pay.

D. At the time of their retirement, employees who qualify for an annuity under the Wisconsin Retirement Fund, shall receive payment for their unused accumulated sick leave up to a maximum of ninety (90) working days. Such employees shall receive this payment in cash. Such payment shall be subject to the terms of Article 28 – Post Employment Health Plan.

E. In the event of the death of an employee, said employee's beneficiary as designated under the Wisconsin Retirement Fund shall be paid in cash for said employee's unused sick leave up to a maximum of ninety (90) working days.

ARTICLE 20 – FUNERAL LEAVE

In the case of death in the immediate family of a regular employee (non-dependent children, grandchildren, parents or legal guardian, sister or brother, mother-in-law, father-in-law or any other relative living in the employee's residence at the time of death), the employee will be paid for the scheduled time lost from the date of death but not to exceed three (3) scheduled work days within a seven (7) day period from the date of death, at the employee's regular straight time hourly rate and not to exceed eight (8) hours per day.

In the case of the death of the employee's spouse or dependent child, the employee will be paid for scheduled time lost from the day of death but not to exceed five (5) working days at the employee's regular straight time rate and not to exceed eight (8) hours per day.

In the case of the death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, aunt, uncle or spouse's grandparents (other than those living in the employee's residence at the time of death), or in the event the employee is pallbearer for a relative not listed herein, the employee shall be given the paid funeral leave for the day of the funeral but not to exceed eight (8) hours per day provided the employee was scheduled to work and attends the funeral.

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

ARTICLE 21 – PICKET LINES

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through and work behind any picket line.

ARTICLE 22 – EQUIPMENT AND ACCIDENTS

A. The Employer shall not require employees to take out on the street or highways, any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. The refusal by an employee to

1 take out such equipment shall not be considered a violation of this Agreement nor cause for disciplinary
2 action.

3
4 B. It is the duty of the employee to report any and all on duty equipment or personal injury accidents to their
5 supervisor as soon as possible.

6
7 C. Any employee who is required by the Employer to wear safety glasses, shall, if the employee does not require
8 corrective lenses, be provided with non-prescription safety glasses by the Employer. If such employee
9 requires corrective lenses, the Employer shall contribute \$25.00 toward the glasses and if the employee
10 requires bifocal lenses, the Employer shall contribute \$35.00 toward the glasses.

11
12 D. Any employee who is required by the Employer to wear safety shoes shall be reimbursed by the employer for
13 fifty percent (50%) of the cost of such safety shoes but not to exceed fifty-five dollars (\$55) per employee in
14 the first year of the program. Employer will reimburse such employees up to fifty-five dollars(\$55) per year to
15 replace safety shoes which are damaged due to unusual wear and tear on the job.

16
17 E. The City shall furnish one set of uniform items (one sweater, three shirts) to each newly hired Communication
18 Technician employee. No Communication Technician is eligible to receive the annual clothing allowance until
19 the first of the year following their year of hire. Communication Technician employees shall receive an annual
20 clothing allowance of two hundred dollars (\$200) payable on the last paycheck in January of each year. Such
21 employees shall be required to wear said uniforms.

22 23 **ARTICLE 23 – INSURANCE**

24
25 A. The Employer shall provide Health Insurance benefits as outlined in Addendum A.

26
27 Open enrollment will be every year.

28
29 Copays on office visits, emergency room, prescription drugs, CT Scans, PET Scans, MRI Scans, and Nuclear
30 Medicine do NOT apply to out-of-pocket limits.

31
32 The Employer shall provide a \$5,000 maximum, no deductible, freestanding dental plan including orthodontic benefits
33 with a \$2,000 individual lifetime maximum in family dental contracts.

34
35 B. The selection of the carrier for the above coverage shall rest solely with the Employer. The Employer agrees
36 to discuss in advance with the Union, any potential change in carrier and to provide the Union with a copy of
37 the contract with a new carrier for its review at least thirty (30) days prior to the effective date of such contract.
38 The Employer shall be precluded from changing carriers unless the benefits set forth in "A" are maintained.

39
40 C. In the event the carrier is changed, and for any reason does not maintain the benefits set forth in Paragraph
41 "A" above, the Employer shall be responsible to the employees for any loss of benefits suffered thereby, and,
42 further, shall be required to reinstate the aforementioned benefits.

43
44 D. The Employer shall pay the full premium cost of a Vision Hardware Program, for all regular employees and
45 their dependents as the case may be. The eye examination will be covered in accordance with the health
46 insurance benefit.

47
48 Part-time employees who elect to take vision insurance without health insurance shall pay a pro-rated
49 monthly premium for a vision program that includes hardware and an eye examination. Part-time employees
50 who elect the vision insurance in addition to the health insurance shall pay a pro-rated monthly premium for a

1 program that includes hardware only and will have the eye examination covered in accordance with the health
2 insurance benefit.

3
4 E. The Employer shall provide \$20,000 term life insurance (A.D.D.) for all regular employees.

5
6 F. Any retiring employees who qualify for an annuity under the Wisconsin Retirement Fund, shall have the option
7 of taking Plan A or C, and continuing the Hospital and Surgical coverage exclusive of Dental and Vision, at
8 their own expense, up to the time the retiree is eligible for Medicare, provided that they exercise this option
9 prior to or on their last day of work.

10
11 **ARTICLE 24 – FAIR SHARE DEDUCTION**

12
13 The Employer agrees to deduct from the pay of all employees covered by this Agreement, the amount certified by the
14 Union as the amount of dues uniformly required of its members and agrees to remit monthly to the Union, all such
15 deductions.

16
17 **ARTICLE 25 – SENIORITY**

18
19 Section 1

20
21 Unless otherwise modified elsewhere in this Agreement, seniority rights shall prevail. Seniority shall prevail on a
22 Department basis except that seniority within the Assessing Department shall prevail on a sectional (clerical or
23 technical) basis. A seniority list of employees shall be posted in a conspicuous place in each Department. Any
24 disagreement concerning an employee's seniority shall be subject to the grievance procedure.

25
26 Section 2

27
28 Seniority for regular employees shall be determined by the length of service of the employee and shall commence on
29 the date of employment as a regular employee plus such additional time as is required or granted for vacations,
30 leaves of absence, illness or accidents. An employee's seniority is nullified if the employee is laid off and not
31 reemployed within two (2) years from the date of layoff; if the employee fails to return to duty when recalled from layoff
32 as herein provided; if the employee leaves the Employer of the employee's own volition; or if the employee is
33 discharged for just cause and not subsequently reinstated.

34
35 Section 3

36
37 Work outside the regular hours of work shall be offered to the senior available employees in that classification who
38 normally perform the work.

39
40 Section 4

41
42 A seniority list of all employees covered by this Agreement shall be furnished by the Employer to the Union, upon
43 request.

44
45 Section 5

46
47 For purposed of this Agreement, the Departments are:

48
49 City Assessor Department
50 City Clerk Department

- 1 Finance Department
- 2 Health Department
- 3 Waste Water Treatment Plant
- 4 Community Development Department
- 5 Fire Department
- 6 Police Department

7

8 Section 6

9

10 When two or more employees have the same seniority date, seniority shall be determined by lot.

11

12 Section 7

13

14 An employee assigned or promoted, with his consent, to a position with the Employer for which there is no bargaining agent and who subsequently is reassigned or voluntarily returns to work within this bargaining unit, provided he returns within one (1) year, shall not lose seniority as the result of such transfer or promotion, but shall accumulate seniority during the period thereof. Such employee, upon returning to work within this unit, shall be permitted to exercise his seniority to apply for any posted vacancy within the unit at the time of his return. If no vacancy exists at that time, the employee shall return to work available until such time as his seniority permits him to receive another job through posting. Any resulting layoffs shall be in accordance with Article 26. The Union shall be notified in writing of such transfers or promotions. If the employee so transferred or promoted does not return to work in the bargaining unit within one (1) year from the date of such transfer or promotion, he shall forfeit all accrued seniority.

23

24 **ARTICLE 26 – LAY-OFF AND RECALL**

25

26 Lay-off

27 Lay-off shall mean the separation of an employee from the active work force due to lack of work or funds, or due to the abolition of positions resulting from changes in the organization.

28

29

30 For purposes of lay-off, seniority shall be determined by City Anniversary date, (the date the employee became a permanent employee) within the bargaining unit.

31

32

33 The lay-off of regular employees in any department shall be part-time employees within the department first followed by inverse order of seniority in the affected pay grade. Any full-time employee scheduled for lay-off may bump the least senior employee in an equal or lower pay grade provided that the bumping employee can demonstrate their ability to perform the job within 30 days. If the bumping employee is unable to do so, they shall be entitled to bump the least senior employee in a lower pay grade provided that the bumping employee can demonstrate their ability to perform the job within 30 days. If the bumping employee is unable to do so, they shall be laid-off. Any bumped employee shall be entitled to exercise the same rights. If the least senior bumped employee is more senior than an employee in the bargaining unit, the bumped employee shall have the option of bumping the least senior employee in the bargaining unit provided that they are able to demonstrate their ability to perform the job within 30 days. If the bumping employee is unable to do so, they shall be laid-off.

43

44 The thirty (30) day trial period may be extended by mutual agreement between the employer and the union.

45

46 Employees who bump to a lower pay grade as a result of a lay-off shall be red-circled at their current rate of pay until they leave employment or post to another position.

47

48

49 In laying-off employees for a temporary or short-term duration, the employer may first offer a voluntary lay-off.

50

1 Recall from Lay-off

2 Employees recalled from lay-off shall be given notice of recall by Certified Mail, return receipt requested, to the
3 employee's last known address. The employee must respond to such notice within three (3) days after receipt thereof
4 and must actually respond to such notice within three (3) days after receipt thereof and must actually report to work
5 within seven (7) days after receipt of such notice unless otherwise mutually agreed to. This notice requirement may
6 be waived by the employee, in writing, at the time of lay-off, provided that a copy of such waiver is sent to the local
7 union. Employees who fail to respond to or decline a call to return to work within the time limits provided above shall
8 be presumed to have resigned.
9

10 In recalling employees from lay-off for a permanent position, the full-time employees on the seniority list having the
11 greatest length of service shall be called back first, followed by the most senior part-time employees provided they are
12 qualified to perform the available work.
13

14 In recalling employees from lay-off for temporary assignments, the most senior full-time employees on lay-off within
15 the department where the work assignment is offered shall be called back first provided they are qualified to perform
16 the work followed by part-time employees in the department and then by order of seniority among the other laid-off
17 employees.
18

19 If a position from which an employee was displaced becomes vacant within two (2) years of the displacement, the City
20 shall post such vacancy and the displaced employee shall be considered to have the most seniority for purposes of
21 filling the posted position.
22

23 Permanent Lay-Offs

24 In laying off permanent employees because of a permanent reduction in forces, least senior part-time employees, in
25 the department, shall be laid-off first. After all part-time employees, in the department, are laid-off, any full-time laid-
26 off employee shall be entitled to bump based on seniority, to a classification within the bargaining unit if qualified to
27 perform the work. Such employee shall demonstrate their ability to perform the job within 30 days. If unable to do so,
28 they shall be entitled to bump to another classification. Such employee shall demonstrate their ability to perform the
29 job within 30 days. If unable to demonstrate their ability to perform the job within 30 days, the employee shall be laid-
30 off.
31

32 In re-employing, the employees on the seniority list having the greatest length of service in the Bargaining Unit shall
33 be called back first, followed by the most senior part-time employees provided they are qualified to perform the
34 available work.
35

36 Temporary Lay-offs

37 The employer may offer a voluntary lay-off prior to a temporary lay-off. When temporarily laying-off employees in a
38 given classification, the least senior employee in that classification shall be entitled to bump, based on seniority, to a
39 classification within the department if qualified to perform the work. Such employee shall demonstrate their ability to
40 perform the job within thirty (30) days. If unable to do so, they shall be entitled to bump to another classification.
41 Such employee shall demonstrate their ability to perform the job within thirty (30) days. If unable to demonstrate their
42 ability to perform the job within 30 days, the employee shall be laid-off.
43

44 In re-employing the employees from temporary lay-off, the employees on the seniority list having the greatest length
45 of service in the department shall be called back to the position they were laid-off if still available.
46

47 The 30 days trial period may be extended by mutual agreement between the employer and the union.
48
49
50

1 **ARTICLE 27 – PENSION**

2
3 The Employer shall pay the full amount of the employee’s contribution to the Wisconsin Retirement Fund.
4

5 **ARTICLE 28 – POST EMPLOYMENT HEALTH PLAN**

6
7 Effective January 1, 2002 the City of Appleton agrees to participate in the Post Employment Health Plan (PEHP) for
8 Collectively Bargained Public Employees (“Plan”) in accordance with the terms and conditions of the Plan’s
9 Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Nationwide
10 Retirement Solutions to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust
11 documents. The Employer agrees to contribute to the Plan on behalf of employees represented by the Teamster
12 Local 662 City Hall Unit.
13

14 For the term of this agreement, the Employer shall contribute for each Eligible Employee the amount of \$10 per
15 month. In addition, upon retirement, the percent, as established by November 1 of the eligible employees
16 accumulated paid leave balance that would have otherwise been paid to the eligible employee, had the Employer not
17 participated in the Plan, shall be contributed to the Plan.
18

19 Additionally, any accumulated sick leave above the 90 days to a maximum of 30 additional days shall be automatically
20 paid to the Post Employment Health Plan.
21

22 In addition, the bargaining group each year may select what percent of eligible accumulated paid leave balance will be
23 contributed to the plan.
24

25 The percent contribution for retirees will be established annually by the group and will be used for the subsequent
26 year. This elected percent contribution must be submitted to the Human Resources Director/or designee in writing
27 prior to November 1 of each year.
28

29 **ARTICLE 29 – MILITARY SERVICE**

30
31 The Employer shall be governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA),
32 as amended, as it applied to the employees covered hereunder. The Employer agrees to make up the difference
33 between an employee’s regular weekly earnings of forty (40) hours at the employee’s straight time rate and the
34 employee’s military compensation for summer training for a period not in excess of two (2) weeks per calendar year.
35 To receive such leave, the employee must file a copy of his/her order with the Human Resources Director/or designee
36 prior to the leave beginning. In order to receive full pay the employee is required to, upon receipt of military pay
37 submit either the full pay or the difference of their military pay to the City payroll office. Employees, at their option,
38 may request an unpaid leave of absence or may use paid time off for military leave and thereby retain the military
39 leave as well as full pay for the full day(s).
40

41 **ARTICLE 30 – NON-DISCRIMINATION**

42
43 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation,
44 terms or conditions of employment, nor will they limit, segregate or classify employees in any way to deprive any
45 individual employee of employment opportunities pursuant to applicable Federal, State or local legislation.
46

47 It is agreed that the use of any pronoun in this Agreement which denotes either the masculine or feminine gender
48 shall be considered to refer to employees of both sexes.
49
50

1 **ARTICLE 31 – JURY DUTY**

2
3 Non-probationary regular employees will receive full pay for any time lost while serving on jury duty or if subpoenaed
4 on witness duty. In order for an employee to be eligible for witness duty pay, the reason for being the witness must be
5 related to their employment with the City of Appleton. The employee shall immediately notify the Employer upon
6 receipt of jury summons or subpoena. In order to receive full pay the employee is required to, upon receipt of jury or
7 witness pay, submit their jury or witness pay to the City payroll office. The City payroll office will cash their check,
8 retain the portion of the check representing per diem payments, and give the employee the mileage and meal
9 reimbursement portions of the check. Employees, at their option, may request an unpaid leave of absence or may
10 use paid time off for a day of jury or witness duty and thereby retain the jury pay as well as full pay for the day(s) off.
11

12 **ARTICLE 32 – SEPARABILITY AND SAVINGS**

- 13
14 A. If any Article or Section of this contract should be held invalid by operation of law or by any tribunal of
15 competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by
16 such tribunal pending a final determination as to its validity, the remainder of this contract or the application of
17 such Article or Section to persons or circumstances other than those as to which it has been held invalid or as
18 to which compliance with or enforcement of has been restrained shall not be affected thereby.
19
20 B. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been
21 restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining
22 negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory
23 replacement for such Article or Section during the period of invalidity or restraint.
24

25 **ARTICLE 33 – SUBCONTRACTING**

26
27 The City agrees to notify the Union prior to the sub-contracting of any work presently performed by Union employees.
28 The City will negotiate with the Union, upon request, on any matters relating to such sub-contracting which are
29 mandatory subjects of bargaining. Nothing herein shall be construed to limit either party's legal rights relating to
30 subcontracting.
31

32 **ARTICLE 34 – ALCOHOL AND DRUG USE**

33
34 A. POLICY

35
36 The parties agree to comply with all State and Federal laws and regulations relating to the use of alcohol and other
37 drugs. The City of Appleton Drug and Alcohol Free Workplace Policy is incorporated herein by reference and shall be
38 binding on both parties. The City agrees to notify the union of any proposed changes to said policy and to negotiate
39 any mandatory subjects of bargaining which may be contained in the changes, except that any changes required in
40 order to meet the requirements of any State or Federal law or regulation may be made by the Employer, with or
41 without prior notice. In cases where notice of the proposed change is not required, the City shall provide notice of the
42 completed change to the Union within thirty (30) days of the change.
43

44 B. DISCIPLINE

- 45
46 1) Refusal of an employee to participate in any legal testing procedure for alcohol or drug intoxication shall
47 constitute a presumption of intoxication and shall constitute the basis of discharge without the receipt of a
48 prior warning letter.
49 2) If test results demonstrate the presence of any breath alcohol concentration, the employee shall be
50 subject to discipline without receipt of a prior warning letter based on the following schedule:

- a. Concentration equal to or above the State legal limit (as set forth in Wis. Stats. §340.01(46m)(a)) of alcohol in 210 liters of breath – discharge.
- b. Concentration equal to or above .04 but less than the State legal limit (as set forth in Wis. Stats. §340.01(46m)(a)) of alcohol in 210 liters of breath – one week suspension without pay.
- c. Any concentration equal to or above .02 but less than .04 grams of alcohol in 210 liters of breath – suspension without pay for the balance of the work day plus one day.

In addition to the above, any employee who has a breath alcohol concentration of less than the State legal limit (as set forth in Wis. Stats. §340.01(46m)(a)) in 210 liters of breath shall be required, as a condition of continued employment, to submit to assessment under the Employee Assistance Program and to comply fully with any recommendations made under that program.

Any employee who has been suspended pursuant to the above and who subsequently has a positive breath alcohol test shall be subject to immediate discharge. A breath alcohol level of less than .02 grams in 210 liters of breath shall be considered a negative test.

- 3) If test results are positive for controlled substances the employee shall be subject to discharge without receipt of a prior warning letter.

C. LEAVE OF ABSENCE – PRIOR TO TESTING

An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

The Employer shall give between thirty (30) and sixty (60) days prior written notice to an employee of the employer's intention to request a test for drug use during a DOT physical examination. The employee may, within five (5) days of receipt of such written notice, make written request for a leave of absence.

Such leaves of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this agreement or Supplements thereto except continued accrual of seniority nor does this provision amend or alter the disciplinary provisions.

Employees requesting to return to work from a leave of absence for drug or alcohol use shall be subject to testing before returning to work and to random testing as prescribed in the City of Appleton Drug and Alcohol Free Workplace Policy. Failure to take the tests or to meet the standards of the testing procedure shall be cause for discharge without a prior warning letter.

D. RETURN TO EMPLOYMENT AFTER A POSITIVE BREATH ALCOHOL OR URINE DRUG TEST

- 1) Any employee testing positive for alcohol or drugs in a urine drug test, thereby subjecting the employee to discipline, shall be granted reinstatement on a one (1) time lifetime basis if the employee successfully completes a program of evaluation and/or rehabilitation which has been approved by the health care administrator. Any cost of evaluation and/or rehabilitation, over and above that paid for by the health care administrator must be borne by the employee.
- 2) Employees electing the one-time lifetime evaluation and/or rehabilitation process must notify the Employer within ten (10) days of being notified by the Employer of a positive urine alcohol or drug test. The evaluation process and/or rehabilitation program must take a minimum of ten (10) days. The

1 employee must begin the evaluation process and/or rehabilitation program within fifteen (15) days after
2 notifying the Employer. The employee must request reinstatement promptly after successful completion
3 of the evaluation process and/or rehabilitation program. After the minimum ten (10) day period, the
4 employee may request reinstatement, but must first provide a negative breath alcohol/urine drug test, to
5 be conducted by a clinic and laboratory of the Employer's choice, before the employee can be reinstated.
6 In the event the Employer discharges an employee for a positive alcohol or drug test, the employee may
7 chose to protest the discharge by filing a protest under the grievance procedure.

- 8 3) While undergoing treatment, the employee shall not receive any of the benefits provided by this
9 Agreement or Supplements thereto except continued accrual of seniority.
- 10 4) Upon being reinstated, and after providing the negative alcohol/drug test provided in Subpart (2) of this
11 Section, the employee will be subject to additional tests as recommended by the rehabilitation program or
12 a minimum of three (3) additional tests (whichever is greater) for alcohol/drugs without prior notice. Two
13 (2) of these tests to occur within six (6) months of the employee's reinstatement and the third (3rd) test to
14 occur within the six (6) to twelve (12) month period after the employee's return to employment. A positive
15 test result or a refusal to submit to testing shall result in discharge without the receipt of a prior warning
16 letter.

17
18 E. The provisions of this article shall not apply to any probationary employee.

19
20 **ARTICLE 35 – ACCIDENT REVIEW**

21
22 The departmental safety committee shall review all motor vehicle and equipment accidents involving employees. The
23 supervisor shall determine if accidents were preventable or non-preventable. The determination of preventable or
24 non-preventable by the supervisor shall not be subject to the grievance procedure or other review.

25
26 **ARTICLE 36 – TERMINATION**

27
28 This agreement shall be in full force and effect from January 1, 2009 to and including December 31, 2010 and shall
29 continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by
30 either party upon the other at least one hundred twenty (120) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2009.

CITY OF APPLETON:

BY: _____
Timothy M. Hanna, Mayor

ATTEST:

BY: _____
Cindi Hesse, City Clerk

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

TEAMSTERS LOCAL UNION #662

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

BY: _____
Robert Schlieve
Secretary/Treasurer

Approved as to form:

James Walsh
City Attorney
City of Appleton, Wisconsin

EXHIBIT A

1/1/2009	2.00%
5/1/2009	1.00%
1/1/2010	2.00%
9/1/2010	1.00%

2009 - 2010
JOB CLASSIFICATION AND HOURLY RATES OF PAY
 City Hall Unit

Classification	Rates Effective			
	1/1/2009	5/1/2009	1/1/2009	9/1/2010
Property Assessor I				
Start	\$21.92	\$22.14	\$22.58	\$22.81
After 6 months	\$22.76	\$22.99	\$23.45	\$23.68
After 1 Year	\$23.60	\$23.84	\$24.32	\$24.56
After 5 Years*	\$23.66	\$23.90	\$24.38	\$24.62
After 10 Years*	\$23.70	\$23.94	\$24.42	\$24.66

Classification	Rates Effective			
	1/1/2009	5/1/2009	1/1/2010	9/1/2010
Property Assessor II				
Start	\$24.37	\$24.61	\$25.87	\$26.13
After 5 Years*	\$24.43	\$24.67	\$25.93	\$26.19
After 10 Years*	\$24.47	\$24.71	\$25.97	\$26.23

Classification	Rates Effective			
	1/1/2009	5/1/2009	1/1/2010	9/1/2010
Personal Property Assessment Technician				
Start	\$20.74	\$20.95	\$21.37	\$21.58
After 6 months	\$21.10	\$21.31	\$21.74	\$21.96
After 1 year	\$21.48	\$21.69	\$22.12	\$22.34
After 5 years*	\$21.54	\$21.75	\$22.18	\$22.40
After 10 years*	\$21.58	\$21.79	\$22.22	\$22.44

*Five and ten year steps represent the rates payable to employees with only those years of service in the applicable classification

^Employees with that many years of service with the City in another classification(s) but fewer years in the classification to which this schedule applies, shall have the identical differential added to the applicable base pay step.

Exhibit A
2009 - 2010 JOB CLASSIFICATION & HOURLY RATES OF PAY
 City Hall Unit

1/1/2009 2.0%
 5/1/2009 1.0%
 1/1/2010 2.0%
 9/1/2010 1.0%

GRADE	1/1/2009	5/1/2009	1/1/2010	9/1/2010
<p>6</p> <p>ACCOUNT CLERK III ADMINISTRATIVE CLERK VI ADMINISTRATIVE SECRETARY II COMMUNICATION TECHNICIANS - POLICE COURT CLERK/WARRANTS COURT CLERK/ASST CA SUPPORT ELECTIONS CLERK REAL ESTATE ASSESSMENT TECHNICIAN POLICE RECORDS TECHNICIAN II</p>				
Start	\$ 18.93	\$ 19.12	\$ 19.50	\$ 19.70
After 1 Year	19.29	19.48	19.87	20.07
After 2 Years	19.66	19.86	20.26	20.46
After 3 Years	20.03	20.23	20.63	20.84
After 4 Years	20.35	20.55	20.96	21.17
After 5 Years	20.41	20.61	21.02	21.23
After 10 Years	20.45	20.65	21.06	21.27
<p>5</p> <p>ACCOUNT CLERK II - Accounts Payable ADMINISTRATIVE CLERK V COURT CLERK/ORDINANCES COURT CLERK/TRAFFIC COURT CLERK II POLICE RECORDS TECHNICIAN I UTILITY CLERK</p>				
Start	\$ 17.88	\$ 18.06	\$ 18.42	\$ 18.60
After 1 Year	18.21	18.39	18.76	18.95
After 2 Years	18.55	18.74	19.11	19.30
After 3 Years	18.91	19.10	19.48	19.67
After 4 Years	19.23	19.42	19.81	20.01
After 5 Years	19.29	19.48	19.87	20.07
After 10 Years	19.33	19.52	19.91	20.11
<p>4</p> <p>ACCOUNT CLERK II ADMINISTRATIVE SECRETARY ADMINISTRATIVE CLERK IV SECRETARY IV</p>				
Start	\$ 16.75	\$ 16.92	\$ 17.26	\$ 17.43
After 1 Year	17.11	17.28	17.63	17.81
After 2 Years	17.41	17.58	17.93	18.11
After 3 Years	17.73	17.91	18.27	18.45
After 4 Years	18.09	18.27	18.64	18.83
After 5 Years	18.15	18.33	18.70	18.89
After 10 Years	18.19	18.37	18.74	18.93

3 ACCOUNT CLERK I
 ADMINISTRATIVE CLERK III
 ADMINISTRATIVE CLERK III/MAIL/COPY COORDINATOR
 PARKING TICKET COORDINATOR
 SECRETARY III

Start	\$	15.68	\$	15.84	\$	16.16	\$	16.32
After 1 Year		16.01		16.17		16.49		16.65
After 2 Years		16.37		16.53		16.86		17.03
After 3 Years		16.70		16.87		17.21		17.38
After 4 Years		17.01		17.18		17.52		17.70
After 5 Years		17.07		17.24		17.58		17.76
After 10 Years		17.11		17.28		17.62		17.80

2 ADMINISTRATIVE CLERK II

Start	\$	14.68	\$	14.83	\$	15.13	\$	15.28
After 1 Year		14.99		15.14		15.44		15.59
After 2 Years		15.35		15.50		15.81		15.97
After 3 Years		15.68		15.84		16.16		16.32
After 4 Years		16.01		16.17		16.49		16.65
After 5 Years		16.07		16.23		16.55		16.71
After 10 Years		16.11		16.27		16.59		16.75

1 NO POSITIONS

Start	\$	13.73	\$	13.87	\$	14.15	\$	14.29
After 1 Year		14.09		14.23		14.51		14.66
After 2 Years		14.41		14.55		14.84		14.99
After 3 Years		14.78		14.93		15.23		15.38
After 4 Years		15.06		15.21		15.51		15.67
After 5 Years		15.12		15.27		15.57		15.73
After 10 Years		15.16		15.31		15.61		15.77

*Five and ten year steps represent the rates payable to employees with only those years of service in the applicable classification. Part-time employees are not eligible for longevity.

Employees with that many years of service with the City in another classification(s) but fewer years in the classification to which this schedule applies, shall have the identical differential added to the applicable base pay step.

EXHIBIT B

HOURS OF WORK

Office & Clerical Employees	8:00 AM - 4:30 PM with 1/2 hour unpaid lunch break
Fire Department Clerical	7:30 AM - 12:00 Noon 12:30 PM - 4:30 PM
Waste Water Clerical	7:00 AM - 4:00 PM with 1/2 hour unpaid lunch break
Police Department Clerical Regular Schedule	7:30 AM - 4:00 with 1/2 hour unpaid lunch break
Receptionist	8:00 AM - 4:30 PM with 1/2 hour unpaid lunch break
One Clerk on Alternating Basis	8:30 AM - 5:00 PM with 1/2 hour unpaid lunch break
Second Shift	3:30 PM - 12:00 midnight with 1/2 hour unpaid lunch break
Third Shift	11:00 PM - 7:00 AM (No lunch break)
Communication Technicians	6:30 AM to 3:00 PM with 1/2 hour unpaid lunch break 2:30 PM to 11:00 PM with 1/2 hour unpaid lunch break 10:30 PM to 7:00 AM with 1/2 hour unpaid lunch break

The City will notify the Union if it changes the above starting times by more than two hours.

If an employee does not take a lunch break by one hour before the end of the shift, they will be paid time and one half for working through their lunch period, providing they have prior approval from a supervisor to do so.

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

SICK LEAVE INCENTIVE PROGRAM

Effective January 1, 1983, employees represented by Teamsters Local #662 are covered by the City's sick leave incentive program. That program is as follows:

1. Any employee who uses no sick leave during a calendar year shall have the option of converting eight hours of the unused sick leave to eight hours of vacation in the following year.
2. Any employee who uses twenty-four hours or less of sick leave in a calendar year, shall have the option of converting four hours of the unused sick leave to four hours of vacation in the following year.
3. Any employee who has reached the maximum accumulation of sick leave (120 days or 960 hours) and who uses twenty-four hours or less of sick leave in a calendar year, shall be permitted to increase this banked sick leave by the unused hours for that year.
4. This program shall be on a trial basis and will expire, December 30, 2010 unless extended by mutual agreement.

The above program does not change any contractual sick leave provisions. It is supplemental to, but not part of, the Labor Agreement.

(from side letter dated February 7, 1983)

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

CITY HALL BARGAINING UNIT

The Union will not object to the sub-contracting of janitorial services at the Police Station. The City agrees that if it again hires a janitor for this purpose in the future, that position will be represented by the Teamsters.

(from December 17, 1991 letter)

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

CITY HALL BARGAINING UNIT

PCT SCHEDULING OF OVERTIME

Scheduling of overtime when the City receives at least one week's notice and the overtime is posted will be awarded as follows:

1. The overtime will be assigned to the most senior full-time PCT that volunteers for the actual hours posted.
2. If an 8-hour shift is posted, the most senior PCT volunteering for the full 8 hours should be awarded the hours over someone volunteering for half the open shift.

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

CONTINUING EDUCATION

The City will continue its commitment to maintaining the level of certification required to perform the duties we assigned to the Assessors Office staff. The State of Wisconsin will be asked to determine the level of certification required.

(from June 24, 1988 letter)

(revised 10-18-99)

CITY OF APPLETON
AND
TEAMSTER LOCAL 662

FLOATING HOLIDAYS

The parties agree that floating holidays may be taken in one (1) hour increments subject to prior approval from the employee's supervisor.

This side letter excludes Communication Technicians.

This side letter will expire December 30, 2010.

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON
AND
TEAMSTER LOCAL 662
CLERICAL REVIEW PROCESS

The parties agree to suspend the Clerical Review process for 2009. The Union and City will create a Labor Management Committee to work on changes/revisions for the 2010 process. If the Committee cannot agree on a new process for 2010, the process will be administered as it was prior to 2009.

This side letter will expire December 30, 2010.

For the City of Appleton Date

For the Union Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

POST EMPLOYMENT HEALTH PLAN (PEHP)

If the Union does not notify the City of its election for retirees to the Post Employment Health Plan (PEHP) by the timeline defined in the Collective Bargaining Agreement the contribution will remain the same as the previous years'.

This side letter shall cover all City of Appleton Teamster Local 662 employees and shall be attached to each of the Collective Bargaining Agreements.

For the City of Appleton

Date

For the Union

Date

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

8. The Employer (and the Local Union through the collective bargaining agreement) hereby appoint, and approve of, NRS to provide claims payment services and to act as the Administrator for the Plan. The Employer further agrees that the Administrator's compensation for its services shall be based on the schedule attached hereto as Exhibit A. The Administrator's fee shall remain fixed for the duration of the collective bargaining agreement unless the Employer and Administrator, upon mutual agreement, adjust the Administrator's fees during the term of the collective bargaining agreement. Upon the expiration of the collective bargaining agreement, the Administrator may adjust its fee. If the Employer does not approve a revised fee schedule, then the Administrator shall charge the fee based on the schedule approved by a majority of the Employers employing a majority of Participants participating under the Plan.
9. In addition to the fees to the Administrator, the Administrator shall have the authority to pay from the Trust any additional fees for legal services, Trustee expenses and other Plan related fees and expenses reasonably determined by the Administrator to be necessary for the Plan's and Trust's operation.
10. The Employer and the Local Union (through the collective bargaining agreement) hereby appoint, and approve of, LaSalle National Bank to act as Trustee of the Plan and Trust, and hereby ratify the terms of the Trust Agreement entered into between employees' representatives (i.e., the Professional Firefighters of Wisconsin, the Illinois Professional Firefighters Association, and the Wisconsin Professional Police Association) and the Trustee, a copy of which has been provided to the Employer.

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

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

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

2009-2010 PLAN OPTIONS

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

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

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

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

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

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

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

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

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

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
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
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
PSA Screenings, 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
Colonoscopies, 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
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

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
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
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
<p>Mental Health and Substance Abuse Services – Outpatient Must receive prior authorization through the Mental Health/Substance Abuse Designee. Network and non-network benefits are limited to 20 visits or \$2,000 whichever is greater per calendar year.</p>	\$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⁾
<p>Mental Health and Substance Abuse Services – Inpatient Must receive prior authorization through the Mental Health/Substance Abuse Designee. Network and non-network benefits are limited to 30 days or \$7,000 whichever is greater per calendar year.</p>	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⁾
<p>Mental Health and Substance Abuse – Transitional Must receive prior authorization through the Mental Health/Substance Abuse Designee. Network and non-network benefits are limited to 20 visits or \$3,000 whichever is greater per calendar year.</p>	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⁾
<p>Chiropractic Care Benefits include diagnosis and related services. Network and non-network benefits are limited to 24 visits per calendar year.</p>	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
<p>Prescription Drugs</p> <p>- Retail Tier I (Preferred) – Tier II (Not Preferred) – Tier III</p> <p>- Mail Order Tier I (Preferred) – Tier II (Not Preferred) – Tier III</p>	<p>(31 Day Supply) \$10 copay \$25 copay \$40 copay</p> <p>(90 Day Supply) \$25 copay \$62.50 copay \$100 copay</p>	<p>(31 Day Supply) \$10 copay \$25 copay \$40 copay</p> <p>N/A</p>	<p>(31 Day Supply) \$10 copay \$25 copay \$40 copay</p> <p>(90 Day Supply) \$25 copay \$62.50 copay \$100 copay</p>	<p>(31 Day Supply) \$10 copay \$25 copay \$40 copay</p> <p>N/A</p>	<p>(31 Day Supply) \$10 copay \$25 copay \$40 copay</p> <p>(90 Day Supply) \$25 copay \$62.50 copay \$100 copay</p>	<p>(31 Day Supply) \$10 copay \$25 copay \$40 copay</p> <p>N/A</p>

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
- 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 (proposed)	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.**

Note: If two City of Appleton employees enroll in the HRA plan, there is only one HRA account with a maximum annual contribution equal to one employee family funding.

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.