

2009 – 2010  
LABOR AGREEMENT

CITY OF APPLETON AND TEAMSTERS LOCAL UNION #662  
COVERING  
Health Department Professional Employees  
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LABOR AGREEMENT

CITY OF APPLETON AND TEAMSTERS LOCAL UNION #662

covering

HEALTH DEPARTMENT PROFESSIONAL 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 Professional employees, employed by the City of Appleton Health Department, excluding Supervisor, Craft and Managerial employees, confidential employees, executives and clerical personnel.

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 EMPLOYEES AND PART-TIME EMPLOYEES**

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

**ARTICLE 4 – HOURS OF WORK**

1  
2  
3 A. The work week for the Weights and Measures Specialist shall be forty (40) hours per week Monday through  
4 Friday between the hours of 7:00 a.m. – 6:00 p.m. and Saturday between the hours of 7:00 a.m. and 12:00  
5 p.m.  
6

7 The work week for all other full-time employees covered by this agreement shall be forty (40) hours and shall  
8 consist of eight (8) hours per day, Monday through Friday. The hours of work shall be from 8:00 AM to 4:30  
9 PM with a one-half hour lunch break on an alternating basis to provide adequate coverage throughout the  
10 workday. Changes to this schedule may be made by mutual agreement between the Employer and the  
11 Union.  
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. Changes to the schedule may be made by mutual agreement between the Department Head and the affected  
23 employees.  
24

**ARTICLE 5 – COMPENSATION**

25  
26  
27 A. When an employee reports for work as scheduled and no work is available, the employee shall receive a  
28 minimum of four (4) hours pay. If an employee is put to work and remains available, the employee shall  
29 receive a minimum of eight (8) hours pay.  
30

31 B. Employees called for work outside their regular hours shall receive three (3) hours pay at their regular rate in  
32 addition to the pay for actual hours worked provided, however, the employee shall receive no less than four  
33 (4) hours straight time pay.  
34

35 C. Employees notified prior to leaving work on the previous day who are required to start work at other than their  
36 regular scheduled starting time shall work their regular schedule in addition thereto.  
37

38 D. If an employee is required to take a temporary job with a lesser rate of pay, the employee will not be required  
39 to take a reduction in pay. Any employee who is assigned to a job with a higher rate of pay shall receive the  
40 rate of the job to which the employee is temporarily assigned for all hours worked at the higher rated job, if  
41 two (2) hours or less. If more than two (2) hours, the employee shall receive the higher rate for all hours  
42 worked that day. This provision shall not apply when the employee is being cross-trained on other duties  
43 within the Department.  
44

45 E. The Employer shall determine the number of employees to be assigned to any job classification and the job  
46 classifications needed to operate the Employer’s facilities. Any new jobs or new operations not classified or  
47 described in this Agreement shall be subject to immediate negotiations between the parties to this  
48 Agreement. The Employer may establish a temporary rate for such new jobs or operations prior to the start of  
49 any such negotiations. The negotiated rate shall be retroactive to the date the position was filled.  
50

1 F. Longevity: These payments are included in Exhibit "A".  
2

3 **ARTICLE 6 – OVERTIME AND PREMIUM PAY**  
4

5 A. One and one-half (1 1/2) times the base pay shall be paid as follows:  
6

- 7 1) For all hours worked in excess of eight (8) hours per day, Monday through Friday.  
8 2) For all hours worked on Saturday.  
9

10 Note: Paid time off, except for Worker's Compensation, will not be considered as hours worked for overtime  
11 purposes.  
12

13 B. All regular employees who work anytime between 6:00 PM and 10:00 PM shall receive an additional thirty  
14 cents (\$.30) per hour and anytime between 10:00 PM and 7:00 AM an additional fifty cents (\$.50) per hour  
15 added to their final computed overtime or base pay rate.  
16

17 C. Two (2) times the base pay shall be paid for all hours worked on Sunday.  
18

19 D. Employees shall have the option of taking payment for overtime worked in cash or in time off.  
20

- 21 1) Compensatory time off shall be scheduled by mutual agreement between the employee and the  
22 Department Head.  
23 2) Employees will be allowed to carry over up to forty (40) hours of compensatory time from one year to the  
24 next. Any comp time in excess of forty (40) hours shall be paid in cash on the first paycheck in  
25 December.  
26 3) In the event an employee terminates employment, the unused balance shall be paid in cash at the wage  
27 rate in effect at the time it was earned.  
28

29 **ARTICLE 7 – PAY PERIOD**  
30

31 All hourly paid employees shall be paid bi-weekly, every other Thursday. If a holiday falls on a day Monday through  
32 Thursday, payday shall be on Friday. Each pay period ends at Midnight the Saturday preceding payday.  
33

34 **ARTICLE 8 – HOLIDAYS WITH PAY**  
35

36 A. All regular employees shall receive eight (8) hours pay at their regular straight time hourly rate for the  
37 following holidays irrespective of the day of the week on which they fall: New Year's Day, Memorial Day,  
38 Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the last regularly  
39 scheduled work day before Christmas, and Christmas Day. In the event any of said holidays fall on Saturday,  
40 the preceding Friday will be considered the holiday. If the holiday falls on Sunday, the following Monday shall  
41 be considered the holiday.  
42

43 The foregoing holidays will be celebrated pursuant to the Federal Holidays Act of 1968 (Public Law 90-363).  
44

45 All regular employees shall receive two additional regularly scheduled workdays off each calendar year to be  
46 designated as paid holidays. Between January 1 and February 1 of each year, employees may sign up for  
47 these holidays by seniority. After February 1, floating holidays which have not been signed for shall be taken  
48 on a first-come, first served basis with not less than forty-eight (48) hours notice of same. Not more than one  
49 employee shall be permitted to select the same day unless more are approved by the Department Head.  
50

1 Employees shall receive two regularly scheduled workdays off each calendar year as a paid holiday, in  
2 addition to the above. This day off shall be scheduled by mutual agreement between the Employer and  
3 employee. The Employer may restrict the time periods in which this day off may be taken, based on  
4 department workloads.  
5

6 Any employees required to work on any of the aforementioned paid holidays shall receive two times their  
7 base pay for all hours worked in addition to the holiday pay.  
8

9 B. In order that employees be eligible for holiday pay, they must work their regularly scheduled work day  
10 immediately preceding and following the holiday except in the case of an employee on paid leave.  
11

12 C. Benefits of this article are effective on the sixty-first (61) calendar day of employment.  
13

### 14 **ARTICLE 9 – LEAVE OF ABSENCE**

15  
16 A. Any employees who wish to absent themselves from their employment shall make application for such leave  
17 of absence as follows:  
18

- 19 1) Submit a written request at least forty-eight (48) hours prior to the leave.
- 20 2) For a leave not to exceed three (3) consecutive days, the request shall be made to the Department Head.
- 21 3) For a leave in excess of three (3) consecutive days, the request shall be made to the Director of Human  
22 Resources through the Department Head.  
23

24 B. A leave of absence shall be granted to any employee who has been delegated to perform a service for the  
25 Union, provided, however, it does not impair the operating efficiency of the respective employee's Division.  
26

27 C. After any three (3) consecutive days of unapproved absence, the Director of Human Resources may declare  
28 a position vacant.  
29

30 D. Leave of absence shall be without pay.  
31

32 E. No leave of absence shall be granted an employee until such employee has made suitable arrangements with  
33 the Director of Human Resources for the continued payment of such employee's group insurance premium for  
34 the period of the leave of absence.  
35

36 F. Failure to comply with the provisions of this Article shall result in the complete loss of seniority rights of the  
37 employee involved subject to the provisions of Section C above. An employee's inability to work because of  
38 proven sickness or injury shall not result in the loss of seniority rights.  
39

### 40 **ARTICLE 10 – JOB POSTING**

41  
42 A. A new job or vacancy shall be filled as follows:  
43

- 44 1) Posted on Department bulletin board for five (5) working days. Such posting shall include the  
45 qualification standards for the position, where such standards have been developed.
- 46 2) The Steward will be furnished copies of the original and the completed postings.
- 47 3) Employees of the Department desiring posted jobs shall sign such notice.
- 48 4) Employee oldest in seniority within the Department who meets the qualification standards shall be eligible  
49 for a sixty (60) day trial period in which to qualify for the job. If no standards are included in the posting,  
50 the senior applicant shall be eligible for the trial period.

- 1 5) Employees may request to return to their prior position during the first 10 working days of the trial period.  
2 A request to return shall be honored within two weeks. Employees serving a trial period shall not be  
3 eligible to sign a job posting for a different position during that trial period.  
4
- 5 B. The City will provide qualification standards to the Union before utilizing them in the posting procedure. The  
6 standards shall not be arbitrary and capricious and the Union reserves the right to grieve the reasonableness  
7 of the standards.  
8
- 9 C. Job discontinuance or suspension shall be handled as follows:  
10
- 11 1) Posted on bulletin board.  
12 2) Copy furnished Steward.  
13
- 14 D. When seniority is not recognized in filling vacancies under this Article, the case shall be subject to the  
15 grievance procedure.  
16
- 17 E. Temporary vacancies shall be handled as follows:  
18
- 19 1) Posted on the bulletin board for five (5) working days.  
20 2) Held by the temporary replacement until the regular employee returns to work.  
21 3) Temporary replacement reinstated back in job formerly held.  
22 4) This section shall not be used to circumvent the procedure as set forth in Section "A" of this Article.  
23
- 24 F. Vacancies may be filled for a maximum of five (5) working days, without posting or without regard to seniority.  
25
- 26 G. The City agrees to post notices of job vacancies in other City bargaining units represented by the Union on  
27 departmental bulletin boards. Such postings shall be informational only and the City shall not be required to  
28 give preference to present employees in filling such vacancies. Employees on layoff shall have the further  
29 right to apply for any vacancy which may occur in any other Teamster-represented bargaining unit. Such  
30 applicants shall be subject to the same hiring criteria as applied to any other applicant. If a laid-off employee  
31 is found to possess qualifications at least equal to those of the best qualified acceptable applicant who is not  
32 employed by the City, such employee shall be given preference based on length of service with the City. The  
33 determination of relative qualifications shall not be subject to the grievance procedure.  
34
- 35 H. Employees who voluntarily transfer to a lower rated position shall be paid at the step of the new position  
36 based on the employee's length of time in the bargaining unit. This provision shall not apply to temporary  
37 assignments.  
38

### **ARTICLE 11 – DISCHARGE**

39  
40  
41 The Employer shall not discharge or suspend any employee without just cause and shall give at least one warning  
42 notice of the complaint against such employee to the employee in writing and a copy of same to the Union except that  
43 no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty,  
44 drunkenness or drinking while on duty, recklessness, endangering others while on duty, the carrying of unauthorized  
45 passengers in City owned vehicles while on duty, or attempted rape or sexual assault as specified in State Statutes  
46 Sec. 940.225. The warning notice as herein provided shall not remain in effect for more than one hundred and eighty  
47 (180) days from date of issuance except that warning notices relating to accidents or attendance issues shall remain  
48 in effect for one year and records of suspension shall remain in effect for 18 months.  
49

1 Discharge or suspension of an employee must be by proper written notice, certified mail, return receipt, sent to the  
2 last known address of the employee or by personal service on the employee, with a copy to the Union. Appeal from  
3 discharge must be taken within five (5) working days by written notice to the Director of Human Resources and a  
4 meeting held between the Employer and the Union within fifteen (15) working days after the appeal is filed. A  
5 decision must be reached within five (5) working days from the date of this meeting.  
6

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

10  
11 **ARTICLE 12 – LETTERS OF REFERENCE**  
12

13 The Employer agrees to furnish, upon request, a letter of reference to the respective employee at the time of  
14 termination.  
15

16 **ARTICLE 13 – UNION BUSINESS**  
17

- 18 A. The Shop Committee shall be one Steward.  
19  
20 B. Authorized representatives as defined above shall suffer no loss of wages for working hours spent on matters  
21 of negotiations or grievances provided that such individuals notify their supervisor at least forty-eight (48)  
22 hours prior to the negotiation or grievance meeting unless the employee receives less than forty-eight (48)  
23 hours notice in which case he shall advise his supervisor as soon as possible after receiving such notice.  
24  
25 C. A Steward will be permitted to attend hearings or meetings involving other City of Appleton units represented  
26 by the Union provided that such attendance shall be at no cost to the City and that the Steward gives at least  
27 forty-eight (48) hours notice to his supervisor, and further provided that such attendance does not impair the  
28 operating efficiency of the respective employee's Department.  
29

30 **ARTICLE 14 – GRIEVANCE PROCEDURE**  
31

- 32 A. Any grievance must be presented in writing within ten (10) calendar days of its occurrence or discovery or it  
33 shall not be subject to the grievance procedure.  
34  
35 B. A grievance shall be processed as follows:  
36  
37 1) The grievance shall be reduced to writing, presented to and discussed with the employee's Supervisor, by  
38 the employee and Steward, if requested. The Supervisor shall respond in writing within seven (7) working  
39 days. If the grievance is not resolved, the grievance shall be taken to Step 2 provided it is done within  
40 five (5) work days from the date of response by the Supervisor.  
41  
42 2) The grievance shall then be presented to the Department Head or designee who will meet with the  
43 Steward and then respond in writing within seven (7) working days of such meeting. A copy of this  
44 response shall be provided to the Steward and to the Local Union office. If this solution is not  
45 satisfactory, the process shall move to Step 3, provided it is done within five (5) working days from the  
46 date the written statement is received by the Union.  
47  
48 3) The grievance shall then be presented to the Director of Human Resources and/or designee, who will  
49 meet with the Union and then respond in writing within seven (7) working days of such meeting. If the  
50 grievance is not satisfactorily resolved, either party may notify the other within five (5) workdays from  
receipt of the written statement of their desire to arbitrate.

1 C. Working days are defined as any weekday excluding Saturdays, Sundays and holidays.  
2

3 **ARTICLE 15 – ARBITRATION**  
4

5 Section A  
6

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

11 Section B  
12

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

16 Section C  
17

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

21 The expense of the arbitrator and the WERC filing fee, shall be divided equally between the parties to this Agreement.  
22

23 Section D  
24

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

28 **ARTICLE 16 – SPECIAL CONDITIONS**  
29

30 A. When employees are required to work more than two (2) hours beyond their normal eight (8) hour shift, they  
31 shall receive a meal allowance of three dollars and seventy-five cents (\$3.75).  
32

33 B. Approximately at mid-point in the first half of the shift and mid-point in the second half of the shift, a fifteen  
34 (15) minute paid break will be permitted to employees.  
35

36 C. Reasonable compliance shall be expected of employees when called for overtime work.  
37

38 D. Any regular full-time employee receiving Worker's Compensation Benefits as a result of an on-the-job injury  
39 or accident, shall be paid forty (40) times ninety five percent (95%) of the employee's prevailing straight time  
40 hourly rate for each week of such disability but not to exceed thirty (30) weeks. The City's liability under this  
41 provision shall be limited to the difference between the forty (40) hours at ninety five percent (95%) of straight  
42 time pay and any weekly benefit the employee receives from Worker's Compensation.  
43

44 In order to remain eligible for such payment, the employee shall be required to inform their supervisor of  
45 his/her status not less often than once per week and shall further be required to report to their supervisor to  
46 allow for recording of their time for payroll bi-weekly unless physically unable to do so except that this  
47 requirement is waived for the period of the attending physician's prognosis.  
48

49 E. The City shall pay for any job-related schooling which it requires of employees. Employees who successfully  
50 complete other job-related continuing education courses shall be reimbursed for one-half the cost of tuition

1 and books. The City's reimbursement for each class will not exceed that of the UW system rates.  
2 Participation in such courses must be approved, in advance, by the Department Head and the Director of  
3 Human Resources. Successful completion shall mean a passing grade if the course or program is graded on  
4 a pass/fail basis or a grade of "C" or better if letter grades are issued.  
5

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

10  
11 **ARTICLE 17 – VACATIONS**  
12

13 Vacation with pay shall be granted to regular employees as follows:

- 14 A. After 1 year of service, 1 week of vacation - (5 working days)
- 15 B. After 2 years of service, 2 weeks of vacation – (10 working days)
- 16 C. After 6 years of service, 2 weeks plus 2 days – (12 working days)
- 17 D. After 8 years of service, 3 weeks of vacation – (15 working days)
- 18 E. After 12 years of service, 4 weeks of vacation – (20 working days)
- 19 F. After 20 years of service, 5 weeks of vacation – (25 working days)
- 20 G. After 26 years of service, 5 weeks plus 1 day – (26 working days)
- 21 H. After 27 years of service, 5 weeks plus 2 days – (27 working days)
- 22 I. After 28 years of service, 5 weeks plus 3 days – (28 working days)
- 23 J. After 29 years of service, 5 weeks plus 4 days – (29 working days)
- 24 K. After 30 years of service, 6 weeks of vacation – (30 working days)
- 25 L. Vacations shall be taken in the calendar year in which they are earned except that employees who become  
26 eligible for additional weeks or days of vacation in November or December pursuant to "O" below, shall be  
27 allowed to carry over all or part of that week or days to the following calendar year. Such vacation must be  
28 used by March 31 of that following year or it will be forfeited.

29  
30  
31 In addition, employees may carry over up to one week of vacation into the following year provided that such  
32 vacation may only be scheduled by mutual agreement between the employee and the Department Head.  
33  
34

- 35 M. Choice of vacation shall be determined by seniority. Employees shall have from January 1 to February 1 to  
36 select their vacations. Vacations not selected by February 1<sup>st</sup> shall be scheduled by mutual agreement  
37 between the Employer and the employee. A full week of vacation shall take precedence over partial weeks  
38 during the contractual seniority-based sign up period.  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

1 N. When a holiday falls during an employee's scheduled vacation, and the employee regularly works a Monday  
2 through Friday workweek, the employee shall have the option of receiving the holiday allowance in addition to  
3 the vacation pay, or re-scheduling a day of paid vacation. The option must be exercised at the time of  
4 selecting vacation. If the option is not exercised at the time of selecting vacation, the employee shall receive  
5 the holiday allowance in addition to the vacation pay.  
6

7 O. Regular employees will be eligible for their first paid vacation as of the first anniversary of their date of hire.  
8 After qualifying for their first vacation, employees will be eligible for future vacations as of January 1 of each  
9 calendar year.  
10

11 If an employee qualifies for a 1, 2, 3 or 4 week vacation as of January 1 and completes the service necessary  
12 for an additional week of vacation later in that calendar year, such employee shall receive the additional week  
13 of vacation after their anniversary date and shall thereafter be eligible for such increased vacation as of  
14 January 1 of each succeeding calendar year.  
15

16 P. Vacation taken in half-day increments must be four (4) hours.  
17

### 18 **ARTICLE 18 – SICK LEAVE**

19  
20 All regular employees shall accumulate sick leave with pay of one full working day for each month of service. Sick  
21 leave shall accumulate but not to exceed one hundred twenty (120) working days. Employees are not eligible to use  
22 the benefits under this article until their sixty-first (61) calendar day of employment.  
23

24 A. An employee may use sick leave for absences necessitated by personal illness or off-the-job injury; illness or  
25 injury of members of the employee's family living in the employee's residence; required personal dental care.  
26 Sick leave cannot be used to take a child to the dentist.  
27

28 B. In order to be granted sick leave, employees must:  
29

- 30 1) When possible, report their absence prior to the start of their shift.
- 31 2) Keep the Department Head informed of their condition daily.
- 32 3) Permit the Employer to have made such medical examination or nursing visit as it deems desirable.
- 33 4) Submit a medical certificate for any absence or more than three (3) working days if requested by the  
34 Employer.  
35

36 C. Employees shall not be eligible for paid sick leave for absences resulting from injury or illness incurred while  
37 working for another employer for pay.  
38

39 D. At the time of their retirement, employees who qualify for an annuity under the Wisconsin Retirement Fund,  
40 shall receive payment for their unused accumulated sick leave up to a maximum of ninety (90) working days.  
41 Such employees shall receive this payment in cash. Such payments shall be subject to the terms in Article 27  
42 Post Employment Health Plan.  
43

44 E. In the event of the death of an employee, said employee's beneficiary as designated under the Wisconsin  
45 Retirement Fund shall be paid in cash for said employee's unused sick leave up to a maximum of ninety (90)  
46 working days.  
47  
48  
49  
50

1 **ARTICLE 19 – FUNERAL LEAVE**

2  
3 In the case of death in the immediate family of a regular employee (non-dependent children, grandchildren, parents or  
4 legal guardian, sister or brother, mother-in-law, father-in-law or any other relative living in the employee's residence at  
5 the time of death), the employee will be paid for the scheduled time lost from the date of death but not to exceed three  
6 (3) scheduled work days within a seven (7) day period from the date of death, at the employee's regular straight time  
7 hourly rate and not to exceed eight (8) hours per day.

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

12  
13 In the case of the death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents,  
14 aunt, uncle or spouse's grandparents (other than those living in the employee's residence at the time of death), or in  
15 the event the employee is pallbearer for a relative not listed herein, the employee shall be given the paid funeral leave  
16 for the day of the funeral but not to exceed eight (8) hours per day provided the employee was scheduled to work and  
17 attends the funeral.

18  
19 No funeral leave will be paid to any employee while on vacation, sick leave, layoff or any other leave of absence.  
20 Employees are not eligible to use the benefits under this article until their sixty-first (61) calendar day of employment.

21 **ARTICLE 20 – PICKET LINES**

22  
23 It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an  
24 employee refuses to enter upon any property involved in a labor dispute or refuses to go through and work behind any  
25 picket line.  
26

27 **ARTICLE 21 – EQUIPMENT AND ACCIDENTS**

- 28  
29  
30 A. The Employer shall not require employees to take out on the street or highways, any vehicle that is not in safe  
31 operating condition or equipped with the safety appliances prescribed by law. The refusal by an employee to  
32 take out such equipment shall not be considered a violation of this Agreement nor cause for disciplinary  
33 action.  
34  
35 B. It is the duty of the employee to report any and all on duty equipment or personal injury accidents to their  
36 supervisor as soon as possible.  
37

38 **ARTICLE 22 – CLOTHING AND SAFETY EQUIPMENT**

- 39  
40 A. The Employer agrees to provide coveralls or, at its option, other work clothing for the employees. The  
41 administration of this program, to include, but not be limited to, determination of color, style, fabric, material,  
42 brand specifications, frequency of replacement and determination of serviceability shall rest solely with the  
43 Employer.  
44  
45 B. The Employer shall furnish all required safety equipment or protective clothing, except as hereinafter  
46 modified. The safety equipment or protective clothing furnished by the Employer shall be used only in the  
47 course of an employee's work.  
48  
49 C. Any employee who is required by the Employer to wear safety glasses, shall, if the employee does not require  
50 corrective lenses, be provided with non-prescription safety glasses by the Employer. If such employee

1 requires corrective lenses, the Employer shall contribute \$25.00 toward the glasses and if the employee  
2 requires bi-focal lenses, the Employer shall contribute \$35.00 toward the glasses.

3  
4 D. Any employee who is required by the Employer to wear safety shoes shall be reimbursed by the employer for  
5 fifty percent (50%) of the cost of such safety shoes but not to exceed fifty-five dollars (\$55) per employee in  
6 the first year of the program. Employer will reimburse such employee up to fifty-five dollars (\$55) per year to  
7 replace safety shoes which are damaged due to unusual wear and tear on the job.

8  
9 E. Any employee who refuses or repeatedly fails to use the safety equipment furnished or required by the  
10 Employer shall be subject to disciplinary action.

11  
12 **ARTICLE 23 – INSURANCE**

13  
14 A. The employer shall provide Health Insurance benefits as outlined in Addendum A.

15  
16 Open enrollment will be every year.

17  
18 Copays on office visit, emergency room, prescription drugs, CT Scans, PET Scans, MRI, and Nuclear Medicine do  
19 NOT apply to out-of-pocket limits.

20  
21 The Employer shall provide a \$5,000 maximum, no deductible, free standing dental plan including orthodontic benefits  
22 with a \$2,000 individual lifetime maximum in family dental contracts.

23  
24 B. The selection of the carrier for the above coverage shall rest solely with the Employer. The Employer agrees  
25 to discuss in advance with the Union, any potential change in carrier and to provide the Union with a copy of  
26 the contract with a new carrier for its review at least thirty (30) days prior to the effective date of such contract.  
27 The Employer shall be precluded from changing carriers unless the benefits set forth in “A” are maintained.

28  
29 C. In the event the carrier is changed, and for any reason does not maintain the benefits set forth in Paragraph  
30 “A” above, the Employer shall be responsible to the employees for any loss of benefits suffered thereby, and,  
31 further shall be required to reinstate the aforementioned benefits.

32  
33 D. The Employer shall pay the full premium cost of a Vision Hardware Program for all regular employees and  
34 their dependents as the case may be. The eye examination will be covered in accordance with the health  
35 insurance benefit.

36  
37 Part-time employees who elect to take vision insurance without health insurance shall pay a pro-rated  
38 monthly premium for a vision program that includes hardware and an eye examination. Part-time employees  
39 who elect the vision insurance in addition to the health insurance shall pay a pro-rated monthly premium for a  
40 program that includes hardware only and will have the eye examination covered in accordance with the health  
41 insurance benefit.

42  
43 E. The Employer shall provide \$20,000 term life insurance (A.D.D.) for all regular employees.

44  
45 F. Any retiring employees who qualify for an annuity under the Wisconsin Retirement Fund, shall have the option  
46 of taking Plan A or C, to continue the Hospital and Surgical coverage exclusive of Dental and Vision, at their  
47 own expense, up to the time the retiree becomes eligible for Medicare, provided that they exercise this option  
48 prior to or on their last day of work.

1 **ARTICLE 24 – FAIR SHARE DEDUCTION**

2  
3 The Employer agrees to deduct from the pay of all employees covered by this Agreement, the amount certified by the  
4 Union as the amount of dues uniformly required of its members and agrees to remit monthly to the Union, all such  
5 deductions.  
6

7 **ARTICLE 25 – SENIORITY**

8  
9 Section 1

10  
11 Unless otherwise modified elsewhere in this Agreement, seniority rights shall prevail. Seniority shall prevail on a  
12 Department basis. A seniority list of employees shall be posted in a conspicuous place in the Department. Any  
13 disagreement concerning an employee's seniority shall be subject to the grievance procedure.  
14

15 Section 2

16  
17 Seniority for regular employees shall be determined by the length of service of the employee and shall commence on  
18 the date of employment as a regular employee plus such additional time as is required or granted for vacations,  
19 leaves of absence, illness or accidents. An employee's seniority is nullified if the employee is laid off and not re-  
20 employed within two (2) years from the date of layoff; if the employee fails to return to duty when recalled from layoff  
21 as herein provided; if the employee leaves the Employer of the employee's own volition; or if the employee is  
22 discharged for just cause and not subsequently reinstated. A laid off employee shall be given notice of recall by  
23 Certified Mail, return receipt requested, to the employee's last known address. The Employee must respond to such  
24 notice within three (3) days after receipt thereof and must actually report to work within seven (7) days after receipt of  
25 such notice unless otherwise mutually agreed to. This notice requirement may be waived by the employee, in writing,  
26 at the time of lay-off, provided that copy of such waiver is sent to the local union.  
27

28 Section 3

29  
30 Work outside the regular hours of work shall be offered to the senior available employees who normally perform the  
31 work. Overtime in the Weights and Measures area will first be performed by the Weights and Measures staff before  
32 offering to the Environmentalist's by seniority.  
33

34 Section 4

35  
36 In laying off regular employees because of reduction in forces, the employees shortest in length of service in the  
37 Department shall be laid off first, provided those retained are capable of carrying on the Employer's usual operation.  
38 In re-employing, the employees on the seniority list having the greatest length of service in the Department shall be  
39 called back first, provided they are qualified to perform the available work. When reducing the number of employees  
40 in a given classification, the least senior employee in that classification shall be reclassified to the next lower  
41 classification within the department if qualified to perform the work. Such employee shall demonstrate their ability to  
42 perform the job within thirty (30) days. If unable to do so, they will be reclassified to the next lower classification.  
43

44 Section 5

45  
46 A seniority list of all employees covered by this Agreement shall be furnished by the Employer to the Union, upon  
47 request.  
48

49 Section 6

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

2  
3 Section 7

4  
5 An employee assigned or promoted, with his consent, to a position with the Employer for which there is no bargaining  
6 agent and who subsequently is reassigned or voluntarily returns to work within this bargaining unit, provided he  
7 returns within one (1) year, shall not lose seniority as the result of such transfer or promotion, but shall accumulate  
8 seniority during the period thereof. Such employee, upon returning to work within this unit, shall be permitted to  
9 exercise his seniority to apply for any posted vacancy within the unit at the time of his return. If no vacancy exists at  
10 that time, the employee shall return to work available until such time as his seniority permits him to receive another  
11 job through posting. Any resulting layoffs shall be in accordance with Article 25, Section 4. The Union shall be  
12 notified in writing of such transfers or promotions. If the employee so transferred or promoted does not return to work  
13 in the bargaining unit within one (1) year from the date of such transfer or promotion, he shall forfeit all accrued  
14 seniority.

15  
16 **ARTICLE 26 – PENSION**

17  
18 The Employer shall pay the full amount of the employee's contribution to the Wisconsin Retirement Fund.

19  
20 **ARTICLE 27 – POST EMPLOYMENT HEALTH PLAN**

21  
22 Effective January 1, 2002 the City of Appleton agrees to participate in the Post Employment Health Plan (PEHP) for  
23 Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's  
24 Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Nationwide  
25 Retirement Solutions to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust  
26 documents. The Employer agrees to contribute to the Plan on behalf of employees represented by the Teamster  
27 Local 662 Health Professional Unit.

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

33  
34 Additionally, any accumulated sick leave above the 90 days to a maximum of 30 additional days shall be automatically  
35 paid to the Post Employment Health Plan.

36  
37 In addition, the bargaining group each year may select what percent of eligible accumulated paid leave balance will be  
38 contributed to the plan.

39  
40 The percent contribution for retirees will be established annually by the group and will be used for the subsequent  
41 year. This elected percent contribution must be submitted to the Human Resources Director/or designee in writing  
42 prior to November 1 of each year.

43  
44 **ARTICLE 28 – MILITARY SERVICE**

45  
46 The Employer shall be governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA),  
47 as amended, as it applies to the employees covered hereunder. The Employer agrees to make up the difference  
48 between an employee's regular weekly earnings of forty (40) hours at the employee's straight time rate and the  
49 employee's military compensation for summer training for a period not in excess of two (2) weeks per calendar year.  
50 To receive such leave, the employee must file a copy of his/her order with the Human Resources Director/or designee

1 prior to the leave beginning. In order to receive full pay the employee is required to, upon receipt of military pay  
2 submit either the full pay or the difference of their military pay to the City payroll office. Employees, at their option,  
3 may request an unpaid leave of absence or may use paid time off for military leave and thereby retain the military  
4 leave as well as full pay for the full day(s).

5  
6 **ARTICLE 29 – NON-DISCRIMINATION**  
7

8 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation,  
9 terms or conditions of employment, nor will they limit, segregate or classify employees in any way to deprive any  
10 individual employee of employment opportunities pursuant to applicable Federal, State or local legislation. It is  
11 agreed that the use of any pronoun in this Agreement which denotes either the masculine or feminine gender shall be  
12 considered to refer to employees of both sexes.

13  
14 **ARTICLE 30 – JURY DUTY**  
15

16 Non-probationary regular employees will receive full pay for any time lost while serving on jury duty or if subpoenaed  
17 on witness duty. In order for an employee to be eligible for witness duty pay, the reason for being a witness must be  
18 related to their employment with the City of Appleton. The employee shall immediately notify the Employer upon  
19 receipt of jury summons or subpoena. In order to receive full pay the employee is required to, upon receipt of jury or  
20 witness pay, submit their jury or witness pay to the City payroll office. The City payroll office will cash their check,  
21 retain the portion of the check representing per diem payments, and give the employee the mileage and meal  
22 reimbursement portions of the check. Employees, at their option, may request an unpaid leave of absence or may  
23 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.

24  
25 **ARTICLE 31 – SEPARABILITY AND SAVINGS**  
26

- 27 A. If any Article or Section of this contract should be held invalid by operation of law or by any tribunal of  
28 competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by  
29 such tribunal pending a final determination as to its validity, the remainder of this contract or the application of  
30 such Article or Section to persons or circumstances other than those as to which it has been held invalid or as  
31 to which compliance with or enforcement of has been restrained shall not be affected thereby.
- 32  
33 B. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been  
34 restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining  
35 negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory  
36 replacement for such Article or Section during the period of invalidity or restraint.

37  
38 **ARTICLE 32 – ALCOHOL AND DRUG USE**  
39

40 A. POLICY  
41

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

49  
50 B. DISCIPLINE

- 1  
2 1) Refusal of an employee to participate in any legal testing procedure for alcohol or drug intoxication shall  
3 constitute a presumption of intoxication and shall constitute the basis of discharge without the receipt of a  
4 prior warning letter.  
5 2) If test results demonstrate the presence of any breath alcohol concentration, the employee shall be  
6 subject to discipline without receipt of a prior warning letter based on the following schedule:  
7  
8 a. Concentration equal to or above the State legal limit (as set forth in Wis. Stats. §340.01(46m)(a))  
9 of alcohol in 210 liters of breath – discharge.  
10 b. Concentration equal to or above .04 but less than the State legal limit (as set forth in Wis. Stats.  
11 §340.01(46m)(a)) of alcohol in 210 liters of breath – one week suspension without pay.  
12 c. Any concentration equal to or above .02 but less than .04 grams of alcohol in 210 liters of breath  
13 – suspension without pay for the balance of the work day plus one day.  
14

15 In addition to the above, any employee who has a breath alcohol concentration of less than the State  
16 legal limit (as set forth in Wis. Stats. §340.01(46m)(a)) in 210 liters of breath shall be required, as a  
17 condition of continued employment, to submit to assessment under the Employee Assistance  
18 Program and to comply fully with any recommendations made under that program.  
19

20 Any employee who has been suspended pursuant to the above and who subsequently has a positive  
21 breath alcohol test shall be subject to immediate discharge. A breath alcohol level of less than .02  
22 grams in 210 liters of breath shall be considered a negative test.  
23

- 24 3) If test results are positive for controlled substances the employee shall be subject to discharge without  
25 receipt of a prior warning letter.  
26

#### 27 C. LEAVE OF ABSENCE – PRIOR TO TESTING

28  
29 An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant to an  
30 approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any  
31 act subject to disciplinary action.  
32

33 The Employer shall give between thirty (30) and sixty (60) days prior written notice to an employee of the employer's  
34 intention to request a test for drug use during a DOT physical examination. The employee may, within five (5) days of  
35 receipt of such written notice, make written request for a leave of absence.  
36

37 Such leaves of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless  
38 extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by  
39 this agreement or Supplements thereto except continued accrual of seniority nor does this provision amend or alter  
40 the disciplinary provisions.  
41

42 Employees requesting to return to work from a leave of absence for drug or alcohol use shall be subject to testing  
43 before returning to work and to random testing as prescribed in the City of Appleton Drug and Alcohol Free Workplace  
44 Policy. Failure to take the tests or to meet the standards of the testing procedure shall be cause for discharge without  
45 a prior warning letter.  
46

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

- 48  
49 1) Any employee testing positive for alcohol or drugs, thereby subjecting the employee to discipline, shall be  
50 granted reinstatement on a one (1) time lifetime basis if the employee successfully completes a program

1 of evaluation and/or rehabilitation which has been approved by the health care administrator. Any cost of  
2 evaluation and/or rehabilitation, over and above that paid for by the health care administrator must be  
3 borne by the employee.

- 4 2) Employees electing the one-time lifetime evaluation and/or rehabilitation process must notify the  
5 Employer within ten (10) days of being notified by the Employer of a positive alcohol or drug test. The  
6 evaluation process and/or rehabilitation program must take a minimum of ten (10) days. The employee  
7 must begin the evaluation process and/or rehabilitation program within fifteen (15) days after notifying the  
8 Employer. The employee must request reinstatement promptly after successful completion of the  
9 evaluation process and/or rehabilitation program. After the minimum ten (10) day period, the employee  
10 may request reinstatement, but must first provide a negative breath alcohol/urine drug test, to be  
11 conducted by a clinic and laboratory of the Employer's choice, before the employee can be reinstated. In  
12 the event the Employer discharges an employee for a positive alcohol or drug test, the employee may  
13 chose to protest the discharge by filing a protest under the grievance procedure.
- 14 3) While undergoing treatment, the employee shall not receive any of the benefits provided by this  
15 Agreement or Supplements thereto except continued accrual of seniority.
- 16 4) Upon being reinstated, and after providing the negative alcohol/drug test provided in Subpart (2) of this  
17 Section, the employee will be subject to additional tests as recommended by the rehabilitation program or  
18 a minimum of three (3) additional tests (whichever is greater) for alcohol/drugs without prior notice. Two  
19 (2) of these tests to occur within six (6) months of the employee's reinstatement and the third (3<sup>rd</sup>) test to  
20 occur within the six (6) to twelve (12) month period after the employee's return to employment. A positive  
21 test result or a refusal to submit to testing shall result in discharge without the receipt of a prior warning  
22 letter.

23  
24 E. The provisions of this article shall not apply to any probationary employee.

25  
26 **ARTICLE 33 – WAGES – CLASSIFICATIONS**

27  
28 Job classifications and compensation are set forth in Exhibit A attached hereto and made a part of this Agreement.  
29 Anniversary increases shall be effective on the anniversary date.

30  
31 With the Health Officer's approval, employees who have satisfactorily completed three (3) years in the classification of  
32 Environmentalist I and are registered as a Sanitarian by the Wisconsin Department of Regulation and Licensing and  
33 licensed as a Certified Pest Control Operator by the Wisconsin Department of Agriculture shall be re-classified to  
34 Environmentalist II. Such employees shall be placed in the three-year step of the new classification and shall  
35 advance to the four-year step after one year. Employees who move to Environmentalist II shall be required to serve a  
36 trial period as provided in Article 10.

37  
38 **ARTICLE 34 – UNION BULLETIN BOARD**

39  
40 The Union is hereby granted permission to post notices, announcements, and other legitimate materials on bulletin  
41 boards at the premises.

42 **ARTICLE 35 – MILEAGE ALLOWANCE**

43  
44 Employees shall receive mileage allowance in accordance with City policy.  
45  
46  
47  
48  
49  
50

1 **ARTICLE 36 – SUBCONTRACTING**

2  
3 The City agrees to notify the Union prior to the sub-contracting of any work presently performed by Union employees.  
4 The City will negotiate with the Union, upon request, on any matters relating to such sub-contracting which are  
5 mandatory subjects of bargaining. Nothing herein shall be construed to limit either party's legal rights relating to  
6 subcontracting.  
7

8 **ARTICLE 37 – ACCIDENT REVIEW**

9  
10 The departmental safety committee shall review all motor vehicle and equipment accidents involving employees. The  
11 supervisor shall determine if accidents were preventable or non-preventable. The determination of preventable or  
12 non-preventable by the supervisor shall not be subject to the grievance procedure or other review.  
13

14 **ARTICLE 38 – TERMINATION**

15  
16 This agreement shall be in full force and effect from January 1, 2009 to and including December 31, 2010 and shall  
17 continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by  
18 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

**2009 - 2010 JOB CLASSIFICATION AND COMPENSATION PLAN**

Health Department Professional Employees

Classification	Rates Effective			
	2% 1/1/2009	1% 5/1/2009	2% 1/1/2010	1% 9/1/2010
<b>Environmentalist I</b>				
Start	\$24.07	\$24.31	\$24.80	\$25.05
After 6 Months	\$24.82	\$25.07	\$25.57	\$25.83
After 1 Year	\$25.61	\$25.87	\$26.39	\$26.65
After 2 Years	\$26.06	\$26.32	\$26.85	\$27.12
After 5 Years*	\$26.12	\$26.38	\$26.91	\$27.18
After 10 Years*	\$26.16	\$26.42	\$26.95	\$27.22
<b>Environmentalist II</b>				
After 3 Years	\$26.95	\$27.22	\$27.76	\$28.04
After 4 Years	\$28.16	\$28.44	\$29.01	\$29.30
After 5 Years*	\$28.22	\$28.50	\$29.07	\$29.36
After 10 Years*	\$28.26	\$28.54	\$29.11	\$29.40
<b>Weights and Measures Specialist</b>				
Start	\$19.38	\$19.57	\$19.96	\$20.16
After 6 Months	\$19.98	\$20.18	\$20.58	\$20.79
After 1 Year	\$20.62	\$20.83	\$21.25	\$21.46
After 2 Years	\$20.98	\$21.19	\$21.61	\$21.83
After 5 Years*	\$21.04	\$21.25	\$21.67	\$21.89
After 10 Years*	\$21.08	\$21.29	\$21.71	\$21.93

\*Five and ten year steps represent the rates payable to employees with 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.

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

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 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 it's 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.

_____	, 20____	By _____	(Entity Name)
			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
<b>Annual Deductible</b> 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
<b>Out-of-Pocket Maximum</b> (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
<b>HRA - City of Appleton Funding</b>	N/A		N/A		Annual: single - \$500, family \$1,000 Max cap: single - \$2,000, family - \$4,000	
<b>Lifetime Maximum Plan Benefit</b> (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
<b>1. Ambulance Services – Emergency Only</b>	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
<b>2. Dental Services – Accident Only</b>	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
<b>3. Durable Medical Equipment</b>	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required when the cost is more than \$1,000 <sup>(1)</sup>	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required when the cost is more than \$1,000 <sup>(1)</sup>	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required when the cost is more than \$1,000 <sup>(1)</sup>
<b>3a. Hearing Aids – up to \$1,500 Max Benefit, Every Three Years</b>	90% of eligible expenses after deductible	Not covered	90% of eligible expenses after deductible	Not covered	90% of eligible expenses after deductible	Not covered
<b>4. Emergency Health Services</b>	\$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
<b>5. Eye Examinations</b> 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
<b>5a. Eye Exam Arising out of Illness or Injury</b>	\$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
<b>6. Home Health Care</b> 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
<b>7. Hospice Care</b> 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
<b>8. Hospital – Inpatient Stay</b>	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
<b>9. Injections Received in a Physician’s Office</b>	\$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
<b>10. Maternity Services – Prenatal Care</b>	\$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
<b>11. Outpatient Surgery, Diagnostic, and Therapeutic Services</b>						
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
<b>12. Physician's Office Services</b>	\$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
<b>12a. Preventive Care</b> -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
<b>13. Professional Fees for Surgical and Medical Services</b>	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
<b>14. Prosthetic Devices</b> (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
<b>15. Reconstructive Procedures</b>	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
<b>16. Rehabilitation Services – Outpatient Therapy</b> 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
<b>17. Skilled Nursing Facility</b> Network and non-network benefits are limited to 30 days per inpatient stay. <b>Inpatient Rehabilitation</b> – 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
<b>18. Transplantation Services</b>	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. <sup>(2)</sup>	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. <sup>(2)</sup>	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. <sup>(2)</sup>
<b>19. Urgent Care Center Services</b>	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
<b>Mental Health and Substance Abuse Services – Outpatient</b> 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.	\$20 copay per individual visit, \$15 per group visit <sup>(1)</sup>	70% of eligible expenses after deductible <sup>(1)</sup>	\$15 copay per individual visit, \$10 per group visit <sup>(1)</sup>	70% of eligible expenses after deductible <sup>(1)</sup>	\$25 copay per individual visit, \$20 per group visit <sup>(1)</sup>	70% of eligible expenses after deductible <sup>(1)</sup>
<b>Mental Health and Substance Abuse Services – Inpatient</b> 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.	90% of eligible expenses after deductible <sup>(1)</sup>	70% of eligible expenses after deductible <sup>(1)</sup>	90% of eligible expenses after deductible <sup>(1)</sup>	70% of eligible expenses after deductible <sup>(1)</sup>	90% of eligible expenses after deductible <sup>(1)</sup>	70% of eligible expenses after deductible <sup>(1)</sup>
<b>Mental Health and Substance Abuse – Transitional</b> 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.	90% of eligible expenses after deductible <sup>(1)</sup>	70% of eligible expenses after deductible <sup>(1)</sup>	90% of eligible expenses after deductible <sup>(1)</sup>	70% of eligible expenses after deductible <sup>(1)</sup>	90% of eligible expenses after deductible <sup>(1)</sup>	70% of eligible expenses after deductible <sup>(1)</sup>
<b>Chiropractic Care</b> Benefits include diagnosis and related services. Network and non-network benefits are limited to 24 visits per calendar year.	90% of eligible expenses after deductible	70% eligible expenses after deductible	90% of eligible expenses after deductible	70% eligible expenses after deductible	90% of eligible expenses after deductible	70% eligible expenses after deductible
<b>Prescription Drugs</b> - <b>Retail</b> Tier I (Preferred) – Tier II (Not Preferred) – Tier III  - <b>Mail Order</b> Tier I (Preferred) – Tier II (Not Preferred) – Tier III	(31 Day Supply) \$10 copay \$25 copay \$40 copay  (90 Day Supply) \$25 copay \$62.50 copay \$100 copay	(31 Day Supply) \$10 copay \$25 copay \$40 copay  N/A	(31 Day Supply) \$10 copay \$25 copay \$40 copay  (90 Day Supply) \$25 copay \$62.50 copay \$100 copay	(31 Day Supply) \$10 copay \$25 copay \$40 copay  N/A	(31 Day Supply) \$10 copay \$25 copay \$40 copay  (90 Day Supply) \$25 copay \$62.50 copay \$100 copay	(31 Day Supply) \$10 copay \$25 copay \$40 copay  N/A

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
- <b>Specialty Pharmacy</b> 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.
<b>Employee Monthly Contribution (proposed)</b>	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	

<sup>(1)</sup> If prior notification is not done, no benefit is payable.

<sup>(2)</sup> 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.