

2009 – 2010
LABOR AGREEMENT

CITY OF APPLETON AND TEAMSTERS LOCAL UNION #662
COVERING

Street, Sanitation, CEA, Traffic and Water
Divisions of the Department of Public Works

ARTICLE	TITLE	PAGE
1	RECOGNITION	1
2	PROBATIONARY PERIOD	1
3	TEMPORARY AND PART - TIME EMPLOYEES	1
4	HOURS OF WORK	2
5	COMPENSATION	2
6	OVERTIME AND PREMIUM PAY	4
7	PAY PERIOD	4
8	HOLIDAYS WITH PAY	4
9	LEAVE OF ABSENCE	5
10	JOB POSTING	6
11	DISCHARGE	7
12	LETTERS OF REFERENCE	7
13	SHOP COMMITTEE	7
14	GRIEVANCE PROCEDURE	8
15	ARBITRATION	8
16	SPECIAL CONDITIONS	9
17	VACATIONS	10
18	SICK LEAVE	11
19	FUNERAL LEAVE	12
20	PICKET LINES	12
21	EQUIPMENT AND ACCIDENTS	12
22	CLOTHING AND SAFETY EQUIPMENT	13
23	INSURANCE	13
24	FAIR SHARE DEDUCTION	14
25	SENIORITY	14
26	PENSION	15
27	POST EMPLOYMENT HEALTH PLAN	15
28	MILITARY SERVICE	16
29	NON-DISCRIMINATION	16
30	JURY DUTY	16
31	SEPARABILITY AND SAVINGS	17
32	SUBCONTRACTING	17
33	ALCOHOL AND DRUG USE	17
34	WAGES – CLASSIFICATIONS	19
35	ACCIDENT REVIEW	19
36	TERMINATION	19

EXHIBIT A	JOB CLASSIFICATIONS AND HOURLY RATES OF PAY	21 – 22
EXHIBIT B	HOURS OF WORK	23
	SIDE LETTER – Lead Sign Shop Technician	24
	SIDE LETTER – Central Equipment Agency (CEA) Shop Manager	25
	SIDE LETTER – Staffing of Yard Waste Sites	26 – 27
	SIDE LETTER – Temporary Assignments	28
	SIDE LETTER – Quid Pro Quo for Deletion of Automated Front and Side Loader Side Letters and the Provided Incentives	29
	SIDE LETTER – Work Assignment Policy	30
	SIDE LETTER – Conditions Governing Equipment Operator II/Container Management Position	31
	SIDE LETTER – Status of Employees on Probation and Trial Periods	32
	SIDE LETTER – Refusal of Overtime Related to Consumption of Alcohol	33
	SIDE LETTER – Availability for Work When Called For Overtime	34
	SIDE LETTER – Clarification of Snow Plowing Assignments	35
	SIDE LETTER – Sewer and Catch Basin Call-in Work	36
	SIDE LETTER – Water Utility Stand-By Duty	37
	SIDE LETTER – Use of Answering Machines	38
	SIDE LETTER – Main Break Overtime Policy	39
	SIDE LETTER – Operator Equipment/Seniority	40
	SIDE LETTER – Overtime Up to Two Hours	41
	SIDE LETTER – Administration of Two-Hour Change in Starting Time Premium	42
	SIDE LETTER – Commercial Drivers License	43
	SIDE LETTER – Sick Leave Incentive Program	44
	SIDE LETTER – Shift Mechanics Modified Schedule	45
	SIDE LETTER – Sweeper Operators Modified Schedule	46
	SIDE LETTER – Water Crew Modified Schedule	47
	SIDE LETTER – Meter Team Modified Schedule	48
	SIDE LETTER – Facilities Management Department	49
	SIDE LETTER – Emergency Operations Work	50
	SIDE LETTER – Sewer Crew Operators Modified Schedule	51
	SIDE LETTER – Water Division After Hour Call-in Situations	52
	SIDE LETTER – Post Employment Health Plan (PEHP)	53
	Employee Participation Agreement for the Post Employment Health Plan	54 – 56
	ADDENDUM A – UNITED HEALTH CARE PLAN OPTIONS	57 – 64

LABOR AGREEMENT

CITY OF APPLETON AND TEAMSTERS LOCAL UNION #662

covering

STREET, SANITATION, CEA, TRAFFIC, AND WATER
Divisions of the Department of Public Works

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 the employees of the Street, Sanitation, CEA, Traffic, and Water Divisions of the Department of Public Works, who are employed in the Municipal Services Building exclusive of Supervisors, Professional and Managerial, Foremen, Superintendents, confidential employees and other 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 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

A. The workweek for regular employees covered by this Agreement, excepting the Traffic Division shall be as follows:

The scheduled workweek shall be forty (40) hours, and shall consist of eight (8) hours per day, Monday through Friday.

B. There shall be no split shifts.

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

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

E. The work week begins at 12:01 AM Sunday. The work day is defined as a 24-hour period beginning at 12:01 AM.

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

ARTICLE 5 – COMPENSATION

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

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

A Lead Street Worker will be subject to call on the weekends and will be filled based on the needs of the City.

C. Employees required to start work at other than their regularly scheduled starting time, shall receive two (2) hours straight time pay in addition to the pay for the actual hours worked provided, however, the employee shall receive no less than four (4) hours of straight time pay.

The foregoing shall not be applicable when employees start not more than two (2) hours ahead of their regular starting time for regularly scheduled daily overtime. Notice of scheduled overtime must be provided prior to the time the employee leaves work on the day previous to the day on which the overtime is scheduled.

D. When employees work on a job calling for a lesser rate of pay than the job in which they are classified, they shall continue to receive their classified rate.

E. When employees work on a job calling for a higher rate of pay than the job in which they are classified, then such employees shall receive the higher rate of pay for all hours worked during the scheduled shift, for that day, provided however, the employees shall continue to receive their regular classified rate if the assignment to a higher rated job commences within the last two (2) hours of the employee's regular work day.

Any overtime worked by an employee in a higher rated classification shall be paid at the higher rate notwithstanding when such assignment commences during the work day.

- 1 F. Longevity: These payments are included in Exhibit "A".
2
- 3 G. Mechanics shall receive an additional \$.10 per hour for up to four certifications received and maintained.
4 Only those certifications which are authorized in advance by the City shall be eligible for the \$.10 per hour
5 payment. If a Master Mechanic does not successfully complete one or more tests to maintain ASE Master
6 certification their pay will remain the same until the second testing period at which time if the Master Mechanic
7 no longer qualifies their pay will be reduced to Mechanic II. (6 month grace period.)
8
- 9 All new employees shall be required to be certified in areas where the State of Wisconsin requires that
10 someone in the shop be certified, prior to the completion of their probationary period. All Mechanics shall be
11 required to be certified in any area in which certification is required to perform the work.
12
- 13 All current employees in the classification of Mechanic shall be required to take at least three certification
14 examinations as determined by the City within six months of ratification unless required earlier by the State of
15 Wisconsin.
16
- 17 The City will pay the testing fee for the first test in each of the five areas for each Mechanic that occurs after
18 ratification. For those same five tests only, Mechanics shall suffer no loss of pay for testing during regular
19 work hours. Mechanics shall not receive any additional pay for testing outside of work hours, or any regular
20 pay for subsequent testing during work hours.
21
- 22 The City will pay for all testing fees required in obtaining and maintaining an ASE Certification. The City will
23 allow 1st and 3rd shift mechanics to flex hours to take the ASE exam, as long as it does not create overtime.
24
- 25 The Serviceman II will receive an additional ten cents (\$.10) for the Preventative Maintenance Certification
26 and an additional twenty cents (\$.20) for the ASE Brake Certification. The City will pay for all of the testing
27 fees required to obtain and maintain the certifications. Effective 1/1/2001 it will be a requirement for the
28 Serviceman II position to obtain the Preventative Maintenance and ASE Brake Certification. Employees who
29 do not pass the test will have until 12/30/02 to re-take and pass the test.
30
- 31 Mechanics shall receive a one-time lump sum payment of \$30.00 for obtaining certification in any other area
32 approved by the City.
33
- 34 H. Any employee in the classification of Construction and Maintenance Man who obtains a D-1 license shall
35 receive twenty-five cents (\$.25) per hour in addition to their base rate.
36
- 37 I. All employees who achieve and maintain their "competent person" certification shall receive a one-time lump
38 sum payment of \$100.00. The Employer shall determine how many and who gets the training.
39
- 40 J. Employees (except employees acting as temporary lead workers) who perform work in a higher paying
41 classification shall be placed at the rate which is at least \$.40 more per hour and no higher than the eighteen
42 (18) month rate.
43
- 44 K. Employees acting as temporary Lead Workers shall receive an additional \$1.00 per hour on their regular rate
45 for all hours worked as the temporary Lead Worker. The \$1.00 per hour shall not apply to hours worked after
46 regularly scheduled hours, on weekends or when on paid time off.
47
- 48 L. Employees who are promoted to Lead Worker and have had previous months of experience in a job they
49 would be leading, shall be placed on the salary schedule according to their previous months of experience.
50

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

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

7 A. One and one-half (1 1/2) times the base pay shall be paid as follows:
8

- 9 1) For all hours worked in excess of eight (8) hours per day, Monday through Friday. This does not apply to
10 schedule changes pre-approved by the supervisor in Article 4.F.
11 2) For all hours worked on Saturday.
12

13 Note: Paid time off, except for Worker's Compensation, will not be considered as hours worked for overtime
14 purposes.
15

16 B. All regular employees who work anytime between 5:00 PM and 4:00 AM shall be paid an additional fifty cents
17 (\$.50) per hour added to their final computed overtime or base pay rate.
18

19 C. Two (2) times the base pay shall be paid for all hours worked on Sunday except that third shift maintenance
20 employees shall not be eligible for this premium for the one hour on Sunday that is part of the Monday shift.
21 (Side letter: Agreed Upon Contract language.)
22

23 D. Employees shall have the option of taking payment for overtime worked in cash or in time off, subject to the
24 following conditions:
25

- 26 1) Compensatory time off shall be approved at the discretion of the supervisor and not subject to the
27 grievance process.
28 2) Requests for use of compensatory time shall be made not later than the end of the regularly scheduled
29 work shift on the previous day, unless otherwise mutually agreed to.
30 3) Employees will be allowed to carry over up to forty (40) hours of compensatory time from one year to the
31 next. Any comp time in excess of forty (40) hours shall be paid in cash on the first paycheck in
32 December.
33 4) In the event an employee terminates employment, the unused balance shall be paid in cash at the wage
34 rate in effect at the time it was earned.
35 5) Employees off on a full day of compensatory time shall not be eligible for call-in until after all other
36 available employees have been called.
37

38 **ARTICLE 7 – PAY PERIOD**
39

40 All hourly paid employees shall be paid bi-weekly, every other Thursday. If a holiday falls on a day Monday through
41 Thursday, payday shall be on Friday. Each pay period ends at Midnight the Saturday preceding payday.
42

43 **ARTICLE 8 – HOLIDAYS WITH PAY**
44

45 A. All regular employees shall receive eight (8) hours pay at their regular straight time hourly rate for the
46 following holidays irrespective of the day of the week on which they fall: New Year's Day, Memorial Day,
47 Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, the last regularly scheduled
48 work day before Christmas, and Christmas Day. In the event any of said holidays fall on Saturday, the
49 preceding Friday will be considered the holiday. If the holiday falls on Sunday, the following Monday shall be
50 considered the holiday.
51

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

1
2 All regular employees shall receive two additional regularly scheduled work days off each calendar year to be
3 designated as paid holidays. Between January 1 and April 1 of each year, employees may sign up for these
4 holidays by seniority. After April 1, floating holidays which have not been signed for shall be taken on a first-
5 come, first served basis with not less than forty-eight (48) hours notice of same. Not more than two
6 employees shall be permitted to select the same day.
7

8 Employees shall receive two regularly scheduled work days off each calendar year as a paid holiday, in
9 addition to the above. This day off shall be scheduled by mutual agreement between the Employer and
10 employee. The Employer may restrict the time periods in which this day off may be taken, based on
11 department workloads.
12

13 Any employees required to work on any of the aforementioned paid holidays shall receive two times their
14 base pay for all hours worked in addition to the holiday pay.
15

- 16 B. In order that employees be eligible for holiday pay, they must work their regularly scheduled work day
17 immediately preceding and following the holiday except in the case of an employee on paid leave.
18
- 19 C. Employees working a four 10 hour day schedule shall have the option of supplementing the eight (8) hours
20 pay with two hours compensatory time or two hours floating holiday time in order to receive ten hours pay for
21 a holiday that falls on a regular work day, provided that floating holiday time for this purpose must be pre-
22 scheduled in at least two-two hour segments and further provided that all members of a crew must agree to
23 take the same option. If the crew does not agree, all employees of that crew will change to an eight-hour day
24 schedule for the week in which the holiday falls.
25

26 Any present agreements for alternate scheduling during holiday weeks will be maintained.
27

- 28 D. Benefits of this article are effective on the sixty-first (61) calendar day of employment.
29

30 **ARTICLE 9 – LEAVE OF ABSENCE**

31

- 32 A. Any employees who wish to absent themselves from their employment shall make application for such leave
33 of absence as follows:
34
- 35 1) Submit a written request at least forty-eight (48) hours prior to the leave.
 - 36 2) For a leave not to exceed three (3) consecutive days, the request shall be made to the Deputy Director/or
37 designee.
 - 38 3) For a leave in excess of three (3) consecutive days, the request shall be made to the Director of Human
39 Resources through the Deputy Director/or designee.
40
- 41 B. A leave of absence shall be granted to any employee who has been delegated to perform a service for the
42 Union, provided, however, it does not impair the operating efficiency of the respective employee's Division.
43
- 44 C. After any three (3) consecutive days of unapproved absence, the Director of Human Resources may declare
45 a position vacant.
46
- 47 D. Leave of absence shall be without pay.
48
- 49 E. No leave of absence shall be granted an employee until such employee has made suitable arrangements with
50 the Director of Human Resources for the continued payment of such employee's group insurance premium for
51 the period of the leave of absence.
52

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

5 **ARTICLE 10 – JOB POSTING**
6

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

- 9 1) Posted on the bulletin board for five (5) working days. Such posting shall include the qualification
10 standards for the position, where such standards have been developed.
11 2) The Division Steward will be furnished copies of the original and the completed postings.
12 3) Employees desiring posted job shall sign such notice.
13 4) Employee oldest in seniority who meets the qualification standards shall be eligible for a trial period. This
14 trial period shall be up to sixty (60) calendar days for classifications at a pay level equal to or higher than
15 Equipment Operator III and up to thirty (30) days for all other classifications. If no standards are included
16 in the posting, the senior applicant shall be eligible for the trial period.
17 5) The thirty (30) day trial period will be extended to sixty (60) days upon written request by the Employer to
18 the Union prior to expiration of the initial thirty (30) day trial period. The sixty (60) day trial period may be
19 extended to one hundred twenty (120) days by the Employer.
20 6) Employees serving a thirty (30) day trial period may request to return to their prior position during the first
21 fifteen (15) working days of their trial period. Employees serving a sixty (60) day trial period may request
22 to return to their prior position during the first thirty (30) working days of their trial period.
23

24 B. The City will provide qualification standards to the Union before utilizing them in the posting procedure. The
25 standards shall not be arbitrary and capricious and the Union reserves the right to grieve the reasonableness
26 of the standards.
27

28 C. Job discontinuance or suspension shall be handled as follows:
29

- 30 1) Posted on bulletin board.
31 2) Copy furnished Division Steward.
32

33 D. When seniority is not recognized in filling vacancies under this Article, the case shall be subject to the
34 grievance procedure.
35

36 E. Temporary vacancies shall be handled as follows:
37

- 38 1) Posted on the bulletin board within the Division for five (5) working days.
39 2) Held by the temporary replacement until the regular employee returns to work.
40 3) Temporary replacement reinstated back in job formerly held.
41 4) This section shall not be used to circumvent the procedures as set forth in Section "A" of this Article.
42 5) Employees who perform work in a seasonal temporary posting shall receive the same step pay in the
43 temporary classification that they received in their current classification. (Side Letter: Agreed Upon
44 Contract language.)
45 6) Temporary vacancies within the labor pool classification shall be filled by labor pool employees
46 regardless of which division the work is in.
47

48 F. Vacancies may be filled for a maximum of five (5) working days, without posting or without regard to seniority.
49

50 G. If no successful bid is received within the Division, the job or vacancy shall be posted on a departmental basis
51 before hiring a new employee.
52

- 1 H. The City agrees to post notices of job vacancies in other City bargaining units represented by the Union on
2 departmental bulletin boards. Such posting shall be informational only and the City shall not be required to
3 give preference to present employees in filling such vacancies. Employees on layoff shall have the further
4 right to apply for any vacancy, which may occur in any other Teamster-represented bargaining unit. Such
5 applicants shall be subject to the same hiring criteria as applied to any other applicant. If a laid-off employee
6 is found to possess qualifications at least equal to those of the best qualified acceptable applicant who is not
7 employed by the City, such employee shall be given preference based on length of service with the City. The
8 determination of relative qualifications shall not be subject to the grievance procedure.
9
- 10 I. Employees who voluntarily transfer to a lower rated position shall be paid at the step of the new position
11 based on the employee's length of time in the bargaining unit. This provision shall not apply to temporary
12 assignments.
13
- 14 J. Employees who are members of the Labor Pool shall have posting rights for vacancies at Park and
15 Recreation after Park and Recreation Department employees.
16

ARTICLE 11 – DISCHARGE

17
18
19 The Employer shall not discharge or suspend any employee without just cause and shall give at least one warning
20 notice of the complaint against such employee to the employee in writing and a copy of same to the Union except that
21 no warning notice need be given to an employee before discharge if the cause of such discharge is dishonesty,
22 drunkenness or drinking while on duty, recklessness, endangering others while on duty, the carrying of unauthorized
23 passengers in City owned vehicles while on duty, or attempted rape or sexual assault as specified in State Statutes
24 940.225. The warning notice as herein provided shall not remain in effect for more than one hundred and eighty (180)
25 days from date of issuance except that warning notices relating to accidents or attendance issues shall remain in
26 effect for one year and records of suspension shall remain in effect for 18 months.
27

28 Discharge or suspension of an employee must be by proper written notice, certified mail, return receipt, sent to the
29 last known address of the employee or by personal service on the employee, with a copy to the Union. Appeal from
30 discharge must be taken within five (5) working days by written notice to the Director of Human Resources and a
31 meeting held between the Employer and the Union within fifteen (15) working days after the appeal is filed. A
32 decision must be reached within five (5) working days from the date of this meeting.
33

34 The employee may be reinstated under other conditions agreed upon by the Employer and the Union or pursuant to
35 the terms of an arbitration award. Failure to agree shall be cause for the matter to be submitted to arbitration as
36 provided in Article 15 of this agreement.
37

ARTICLE 12 – LETTERS OF REFERENCE

38
39
40 The Employer agrees to furnish, upon request, a letter of reference to the respective employee at the time of
41 termination.
42

ARTICLE 13 – SHOP COMMITTEE

- 43
44
45 A. The Shop Committee from the various Divisions shall be as follows:
46 1) Sanitation: 2 employees (Steward and one Committee Person)
47 2) Street: 2 employees (Steward and one Committee Person)
48 3) CEA and Traffic: One Steward
49 4) Water: One Steward
50
- 51 B. Authorized representative as defined above shall suffer no loss of wages for working hours spent on matters
52 of negotiations or grievances provided that such individuals notify their supervisor at least forty-eight (48)

1 hours prior to the negotiation or grievance meeting unless the employee receives less than forty-eight (48)
2 hours notice in which case he shall advise his supervisor as soon as possible after receiving such notice.
3

- 4 C. A Steward will be permitted to attend hearings or meetings involving other City of Appleton units represented
5 by the Union provided that such attendance shall be at no cost to the City and that the Steward gives at least
6 forty-eight (48) hours notice to his supervisor, and further provided that such attendance does not impair the
7 operating efficiency of the respective employee's Division.
8

9 **ARTICLE 14 – GRIEVANCE PROCEDURE**

- 10
11 A. Any grievance must be presented in writing within ten (10) calendar days of its occurrence or discovery or it
12 shall not be subject to the grievance procedure.
13
14 B. A grievance shall be processed as follows:
15
16 1) The grievance shall be reduced to writing, presented to and discussed with the employee's Supervisor, by
17 the employee and Steward, if requested. The Supervisor shall respond in writing within seven (7) working
18 days. If the grievance is not resolved, the grievance shall be taken to Step 2 provided it is done within
19 five (5) work days from the date of response by the Supervisor.
20 2) The grievance shall then be presented to the Department Head or designee, who will meet with the Union
21 and then respond in writing within seven (7) working days of such meeting. A copy of this response shall
22 be provided to the Steward and to the Local Union Office. If this solution is not satisfactory, the process
23 shall move to Step 4, provided it is done within five (5) work days from the date the written statement is
24 received by the Union.
25 3) The grievance shall then be presented to the Director of Human Resources and/or designee, who will
26 meet with the Union and then respond in writing within seven (7) working days of such meeting. If the
27 grievance is not satisfactorily resolved, either party may notify the other within five (5) work days from
28 receipt of the written statement of their desire to arbitrate.
29
30 C. Working days are defined as any weekday excluding Saturdays, Sundays and holidays.
31

32 **ARTICLE 15 – ARBITRATION**

33
34 Section A

35
36 Any grievance relative to the interpretation or application of this Agreement, which cannot be adjusted by conciliation
37 between the parties, may be referred by either party hereto, within five (5) days to the Wisconsin Employment
38 Relations Commission for the appointment of a panel of five arbitrators.
39

40 Section B

41
42 The arbitrator shall conduct hearings and receive testimony relating to the grievance and shall submit findings and
43 decision. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employee.
44

45 Section C

46
47 The grievant and up to one authorized representative as defined in Article 13 shall suffer no loss of pay for working
48 hours spent at the arbitration hearing.
49

50 The expense of the arbitrator and the WERC filing fee shall be divided equally between the parties to this agreement.
51

52 Section D

1
2 It is understood that the arbitrator shall not have the authority to change, alter, or modify any of the terms or provisions
3 of this Agreement.

4 **ARTICLE 16 – SPECIAL CONDITIONS**
5

6 A. Employees called for emergency ice control, snow plowing and snow removal operations will be allowed meal
7 expense if the employee starts work before 3:00 a.m., works to 8:00 a.m. and works at least 8 hours.

8
9 When employees are required to work more than two (2) hours beyond their normal eight (8) hour shift, they
10 shall receive a meal allowance of three dollars and seventy-five cents (\$3.75).
11

12 B. Unless noted on Exhibit B, approximately at 9:00 AM, a fifteen (15) minute paid break will be permitted to
13 employees. Weather permitting, this break will be taken at the job site; however, in the event of rain, snow or
14 freezing weather, the employee shall be permitted to take this break elsewhere when a heated cab of
15 sufficient size is not available. An additional fifteen (15) minute paid break will be permitted to employees
16 when the workday can reasonably be expected to be ten (10) hours or more. This break will be scheduled by
17 the Employer as soon as possible after the normal ending time of the work day.
18

19 C. All employees shall eat their lunch on the job, weather permitting; however, in the event of rain, snow or
20 freezing weather, the employees shall be permitted to eat their lunch elsewhere.
21

22 D. Reasonable compliance shall be expected of employees when called for emergency work. Employees must
23 live within a 25 mile radius or reasonably be able to respond to an emergency and report to the Municipal
24 Services Building within thirty (30) minutes.
25

26 E. While the temperature is zero degrees or below, employees assigned to outside work shall be permitted a
27 fifteen (15) minute warm-up each hour, except those employees who are assigned to work in a heated
28 vehicle.
29

30 F. Any regular full-time employee receiving Worker's Compensation Benefits as a result of an on-the-job injury
31 or accident, shall be paid forty (40) times ninety five percent (95%) of the employee's prevailing straight time
32 hourly rate for each week of such disability but not to exceed thirty (30) weeks. The City's liability under this
33 provision shall be limited to the difference between the forty (40) hours at ninety five percent (95%) of straight
34 time pay and any weekly benefit the employee receives from Worker's Compensation.
35

36 In order to remain eligible for such payment, the employee shall be required to inform his supervisor of his
37 status not less often than once per week and shall further be required to report to his supervisor to sign his
38 time card bi-weekly unless physically unable to do so except that this requirement is waived for the period of
39 the attending physician's prognosis.
40

41 G. The City shall pay for any job-related schooling, which it requires of employees. Employees who successfully
42 complete other job-related continuing education courses shall be reimbursed for one-half the cost of tuition
43 and books. The City's reimbursement for each class will be based on the UW system rates. Participation in
44 such courses must be approved, in advance, by the Department Head and the Director of Human Resources.
45 Successful completion shall mean a passing grade if the course or program is graded on a pass/fail basis or a
46 grade of "C" or better if letter grades are issued.
47

48 H. During periods of inclement weather, the Mayor or his designee may deem it appropriate for safety reasons to
49 direct non-essential personnel not to report for work or to send such employees home. Employees who are
50 sent home will be paid in accordance with the labor agreement. Employees who are directed not to report
51 shall not be paid, unless they choose to use pre-earned compensatory, vacation or floating holiday time.
52

- I. Agree to create a Labor pool Division starting out with nine Department of Public Works employees to be used for any division of the Department of Public Works or Park Department based on the needs of the employer.

ARTICLE 17 – VACATIONS

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

- A. After 1 year of service, 1 week of vacation - (5 working days)
- B. After 2 years of service, 2 weeks of vacation – (10 working days)
- C. After 6 years of service, 2 weeks plus 2 days – (12 working days)
- D. After 8 years of service, 3 weeks of vacation – (15 working days)
- E. After 12 years of service, 4 weeks of vacation – (20 working days)
- F. After 20 years of service, 5 weeks of vacation – (25 working days)
- G. After 26 years of service, 5 weeks plus 1 day – (26 working days)
- H. After 27 years of service, 5 weeks plus 2 days – (27 working days)
- I. After 28 years of service, 5 weeks plus 3 days – (28 working days)
- J. After 29 years of service, 5 weeks plus 4 days – (29 working days)
- K. After 30 years of service, 6 weeks of vacation – (30 working days)
- L. Vacations shall be taken in the calendar year in which they are earned except that employees who become eligible for additional weeks or days of vacation in November or December pursuant to “P” below, shall be allowed to carry over all or part of that week or days to the following calendar year. Such vacation must be used by March 31 of that following year or it will be forfeited. In addition, employees may carry over up to one week of vacation into the following year provided that such vacation may only be scheduled by mutual agreement between the employee and the Department Head.
- M. Choice of vacation shall be determined by seniority. Employees shall have from January 1 to April 1 to select their vacations. Vacations not selected by April 1 shall be scheduled by mutual agreement between the Employer and the employee. Once their request has been approved, employees may not cancel a vacation period if that period has been bid full by the maximum number of employees allowed off. A full week of vacation shall take precedence over partial weeks during the contractual seniority-based sign up period.
- N. When a holiday falls during an employee’s scheduled vacation, and the employee regularly works a Monday through Friday workweek, the employee shall have the option of receiving holiday allowance in addition to the vacation pay, or re-scheduling a day of paid vacation. The option must be exercised at the time of selecting vacation. If the option is not exercised at the time of selecting vacation, the employee shall receive the holiday allowance in addition to the vacation pay.
- O. The following minimum number of employees will be allowed on vacation at all times unless more are approved by management:
CEA – two (2) employees Mechanic/Serviceman II

- 1 Inventory Control – one (1) employee
- 2 Purchasing – one (1) employee
- 3 Sanitation Division – no more than two (2) employees per classification; total of six (6) for the Division
- 4 Street Division – five (5) employees
- 5 Traffic Division – one (1) employee
- 6 Water Division – four (4) employees
- 7 Sweepers from Sanitation Division and Sewer Crew Workers from Street Division will not count toward the
- 8 minimum number of employees that will be allowed on vacation provided that no more than one (1) Sweeper
- 9 and one (1) Sewer Crew worker are off at one time unless otherwise authorized by management.
- 10
- 11 P. Regular employees will be eligible for their first paid vacation as of the first anniversary of their date of hire.
- 12 After qualifying for their first vacation, employees will be eligible for future vacations as of January 1 of each
- 13 calendar year.
- 14
- 15 If an employee qualifies for a 1, 2, 3 or 4 week vacation as of January 1 and completes the service necessary
- 16 for an additional week of vacation later in that calendar year, such employee shall receive the additional week
- 17 of vacation after their anniversary date and shall thereafter be eligible for such increased vacation as of
- 18 January 1 of each succeeding calendar year.
- 19
- 20 Q. In addition, employees at the one or two week vacation level shall be allowed to carry over up to one week of
- 21 vacation to the following year under the following circumstances:
- 22
- 23 1) Such carry over must be for a pre-determined time frame approved at the time of the carry over.
- 24 2) Such carry over will be allowed only if it is agreed to and approved in advance by the Department Head.
- 25
- 26 R. Employees shall be permitted to split up to two weeks of vacation into single days. Any single days to be
- 27 taken in November or December must be scheduled by November 1.
- 28
- 29 S. Water Division: Full week of vacation 12:01 AM Monday to 12:01 AM Saturday.
- 30
- 31 T. Vacation shall be determined as midnight to midnight excluding Saturday and Sunday.
- 32
- 33 U. Vacation taken in half-day increments must be four (4) hours.
- 34

ARTICLE 18 – SICK LEAVE

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

- 40
- 41 A. An employee may use sick leave for absences necessitated by personal illness or off-the-job injury; illness or
- 42 injury of members of the employee's family living in the employee's residence; required personal dental care.
- 43 Sick leave cannot be used to take a child to the dentist.
- 44
- 45 B. In order to be granted sick leave, employees must:
- 46
- 47 1) When possible, report their absence prior to the start of their shift.
- 48 2) Keep the Foreman/or designee informed of their condition daily.
- 49 3) Permit the Employer to have made such medical examination or nursing visit as it deems desirable.
- 50 4) Submit a medical certificate for any absence or more than three (3) working days if requested by the
- 51 Employer.
- 52

- 1 C. Employees shall not be eligible for paid sick leave for absences resulting from injury or illness incurred while
2 working for another employer for pay.
3
- 4 D. At the time of their retirement, employees who qualify for an annuity under the Wisconsin Retirement Fund,
5 shall receive payment for their unused accumulated sick leave up to a maximum of ninety (90) working days.
6 Such employees shall receive this payment in cash. Such payment shall be subject to the terms of Article 27
7 – Post Employment Health Plan.
8
- 9 E. In the event of the death of an employee, said employee’s beneficiary as designated under the Wisconsin
10 Retirement Fund shall be paid in cash for said employee’s unused sick leave up to a maximum of ninety (90)
11 working days.

12 **ARTICLE 19 – FUNERAL LEAVE**
13

14 In the case of death in the immediate family of a regular employee (non-dependent children, grandchildren, parents or
15 legal guardian, sister or brother, mother-in-law, father-in-law or any other relative living in the employee’s residence at
16 the time of death), the employee will be paid for the scheduled time lost from the date of death, but not to exceed
17 three (3) scheduled work days within a seven (7) day period from the date of death, at the employee’s regular straight
18 time hourly rate and not to exceed eight (8) hours per day.
19

20 In the case of the death of the employee’s spouse or dependant child, the employee will be paid for scheduled time
21 lost from the day of death but not to exceed five (5) working days at the employee’s regular straight time rate and not
22 to exceed eight (8) hours per day.
23

24 In the case of the death of the employee’s brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents,
25 aunt, uncle or spouse’s grandparents (other than those living in the employee’s residence at the time of death), or in
26 the event the employee is pallbearer for a relative not listed herein, the employee shall be given the paid funeral leave
27 for the day of the funeral but not to exceed eight (8) hours per day provided the employee was scheduled to work and
28 attends the funeral.
29

30 No funeral leave will be paid to any employee while on vacation, sick leave, layoff or any other leave of absence.
31 Employees are not eligible to use the benefits under this article until their sixty-first (61st) calendar day of employment.
32

33 **ARTICLE 20 – PICKET LINES**
34

35 It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an
36 employee refuses to enter upon any property involved in a labor dispute or refuses to go through and work behind any
37 picket line.
38

39 **ARTICLE 21 – EQUIPMENT AND ACCIDENTS**
40

- 41 A. The Employer shall not require employees to take out on the street or highways, any vehicle that is not in safe
42 operating condition or equipped with the safety appliances prescribed by law. The refusal by an employee to
43 take out such equipment shall not be considered a violation of this Agreement nor cause for disciplinary
44 action.
45
- 46 B. It is the duty of the employee to report any and all on duty equipment or personal injury accidents to their
47 supervisor as soon as possible.
48
49
50
51
52

ARTICLE 22 – CLOTHING AND SAFETY EQUIPMENT

- A. The Employer shall furnish uniforms for each employee and each employee shall be required to wear said uniform. These uniforms shall be used only in the course of an employee's work, provided, however, that an employee may wear the uniform to and from the place of employment.
- B. The Employer shall furnish all required safety equipment or protective clothing, except as hereinafter modified. The safety equipment or protective clothing furnished by the Employer shall be used only in the course of an employee's work.
- C. Any employee who is required by the Employer to wear safety glasses, shall, if the employee does not require corrective lenses, be provided with non-prescription safety glasses by the Employer. If such employee requires corrective lenses, the Employer shall contribute \$25.00 toward the glasses and if the employee requires bifocal lenses, the Employer shall contribute \$35.00 toward the glasses.
- D. Any employee who is required by the Employer to wear safety shoes shall be reimbursed by the employer for fifty percent (50%) of the cost of such safety shoes or boots but not to exceed seventy-five dollars (\$75) per employee in the first year of the program. Employer will reimburse such employees up to seventy-five dollars (\$75) per year to replace safety shoes or boots which are damaged due to unusual wear and tear on the job. Employee must show old shoes and turn in receipt to obtain reimbursement.
- E. Any employee who refuses or repeatedly fails to use the safety equipment furnished or required by the Employer shall be subject to disciplinary action.
- F. Effective January 2004, employees shall receive \$50.00 in January of each year for winter outerwear.

ARTICLE 23 – INSURANCE

- A. The City shall provide Health Insurance benefits as outlined in Addendum A.
Open enrollment will be every year.
Copays on office visit, emergency room, prescription drugs, CT Scans, PET Scans, MRI, and Nuclear Medicine do NOT apply to out-of-pocket limits.
The Employer shall provide a \$5,000 maximum, no deductible, freestanding dental plan including orthodontic benefits with a \$2,000 individual lifetime maximum in family dental contracts.
- B. The selection of the carrier for the above coverage shall rest solely with the Employer. The Employer agrees to discuss in advance with the Union, any potential change in carrier and to provide the Union with a copy of the contract with a new carrier for its review at least thirty (30) days prior to the effective date of such contract. The Employer shall be precluded from changing carriers unless the benefits set forth in "A" are maintained.
- C. In the event the carrier is changed, and for any reason does not maintain the benefits set forth in Paragraph "A" above, the Employer shall be responsible to the employees for any loss of benefits suffered thereby, and, further shall be required to reinstate the aforementioned benefits.
- D. The Employer shall pay the full premium cost of a Vision Hardware Program for all regular employees and their dependents as the case may be. The eye examination will be covered in accordance with the health insurance benefit.

1 Part-time employees who elect to take vision insurance without health insurance shall pay a pro-rated
2 monthly premium for a vision program that includes hardware and an eye examination. Part-time employees
3 who elect the vision insurance in addition to the health insurance shall pay a pro-rated monthly premium for a
4 program that includes hardware only and will have the eye examination covered in accordance with the health
5 insurance benefit.
6

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

8
9 F. Any retiring employees who qualify for an annuity under the Wisconsin Retirement Fund, shall be offered Plan
10 A or C, to continue the Hospital and Surgical coverage exclusive of Dental and Vision, at their own expense,
11 up to the time the retiree is eligible for Medicare, provided that they exercise this option prior to or on their last
12 day of work.
13

14 **ARTICLE 24 – FAIR SHARE DEDUCTION**

15
16 The Employer agrees to deduct from the pay of all employees covered by this Agreement, the amount certified by the
17 Union as the amount of dues uniformly required of its members and agrees to remit monthly to the Union, all such
18 deductions.
19

20 **ARTICLE 25 – SENIORITY**

21 22 Section 1

23
24 Unless otherwise modified elsewhere in this Agreement, seniority rights shall prevail. Seniority shall prevail on a
25 Division basis. A seniority list of employees shall be posted in a conspicuous place in each Division. Any
26 disagreement concerning an employee's seniority shall be subject to the grievance procedure.
27

28 Section 2

29
30 Seniority for regular employees shall be determined by the length of service of the employee and shall commence on
31 the date of employment as a regular employee plus such additional time as is required or granted for vacations,
32 leaves of absence, illness or accidents. An employee's seniority is nullified if the employee is laid off and not re-
33 employed within two (2) years from the date of layoff; if the employee fails to return to duty when recalled from layoff
34 as herein provided; if the employee leaves the Employer of the employee's own volition; or if the employee is
35 discharged for just cause and not subsequently reinstated. A laid off employee shall be given notice of recall by
36 Certified Mail, return receipt requested, to the employee's last known address. The Employee must respond to such
37 notice within three (3) days after receipt thereof and must actually report to work within seven (7) days after receipt of
38 such notice unless otherwise mutually agreed to. This notice requirement may be waived by the employee, in writing,
39 at the time of lay-off, provided that copy of such waiver is sent to the local union.
40

41 Section 3

42
43 Work outside the regular hours of work shall be offered to the senior available employees in that classification of the
44 Division. Overtime shall stay with the employee performing the job that day. The City will not remove the employee
45 performing the job that day to allow for a more senior employee to perform the overtime.
46

47 Section 4

48
49 A. In laying off regular employees because of reduction in forces, the employees shortest in length of service in
50 the Bargaining Unit shall be laid off first, provided those retained are capable of carrying on the Employer's
51 usual operation.
52

- 1 B. All full-time employees shall be considered to have more seniority than part-time employees. Full-time
2 employees being laid off can bump a less senior employee in any position they are qualified to perform.
3
4 C. The employee must demonstrate his/her ability to do the job within thirty (30) days. If unable to demonstrate
5 their ability to do the job the employee will be laid off. Employees who bump shall have the option to return to
6 their original position for a period of two (2) years from the date they exercised their option to bump.
7
8 D. Employees who exercise their option to bump to a higher paid classification will be placed, on the salary
9 schedule, at the next higher rate in the new classification. Employees who exercise their option to bump to a
10 lower paid classification will be placed, on the salary schedule, at the same step as their rate before
11 exercising their option to bump.
12
13 E. The employer may offer a voluntary lay-off.

14
15 Section 5

16
17 A seniority list of all employees covered by this Agreement shall be furnished by the Employer to the Union, upon
18 request.

19
20 Section 6

21
22 When two or more employees have the same seniority date, seniority shall be determined by lot.

23
24 Section 7

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

36
37 **ARTICLE 26 – PENSION**

38
39 The Employer shall pay the full amount of the employee's contribution to the Wisconsin Retirement Fund.

40
41 **ARTICLE 27 – POST EMPLOYMENT HEALTH PLAN**

42
43 Effective January 1, 2002 the City of Appleton agrees to participate in the Post Employment Health Plan (PEHP) for
44 Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's
45 Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Nationwide
46 Retirement Solutions to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust
47 documents. The Employer agrees to contribute to the Plan on behalf of employees represented by the Teamster
48 Local 662 Street, Sanitation, CEA, Traffic and Water Divisions Unit.

49
50 For the term of this agreement, the Employer shall contribute for each Eligible Employee the amount of \$10 per
51 month. In addition, upon retirement, the percent, as established by November 1 of the eligible employees

1 accumulated paid leave balance that would have otherwise been paid to the eligible employee, had the Employer not
2 participated in the Plan, shall be contributed to the Plan.

3
4 Additionally, any accumulated sick leave above the 90 days to a maximum of 30 additional days shall be automatically
5 paid to the Post Employment Health Plan.

6
7 In addition, the bargaining group each year may select what percent of eligible accumulated paid leave balance will be
8 contributed to the plan.

9
10 The percent contribution for retirees will be established annually by the group and will be used for the subsequent
11 year. This elected percent contribution must be submitted to the Human Resources Director/or designee in writing
12 prior to November 1 of each year.

13
14 **ARTICLE 28 – MILITARY SERVICE**

15
16 The Employer shall be governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA),
17 as amended, as it applies to the employees covered hereunder. The Employer agrees to make up the difference
18 between an employee’s regular weekly earnings of forty (40) hours at the employee’s straight time rate and the
19 employee’s military compensation for summer training for a period not in excess of two (2) weeks per calendar year.
20 To receive such leave, the employee must file a copy of his/her order with the Human Resources Director/or designee
21 prior to the leave beginning. In order to receive full pay the employee is required to; upon receipt of military pay,
22 submit either the full military pay to the City payroll office. Employees, at their option, may request an unpaid leave of
23 absence or may use paid time off for military leave and thereby retain the military leave as well as full pay for the full
24 day(s).

25
26 **ARTICLE 29 – NON-DISCRIMINATION**

27
28 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation,
29 terms or conditions of employment, nor will they limit, segregate or classify employees in any way to deprive any
30 individual employee of employment opportunities pursuant to applicable Federal, State or local legislation.

31
32 It is agreed that the use of any pronoun in this Agreement, which denotes either the masculine or feminine gender,
33 shall be considered to refer to employees of both sexes.

34
35 **ARTICLE 30 – JURY DUTY**

36
37 Non-probationary regular employees will receive full pay for any time lost while serving on jury duty or if subpoenaed
38 on witness duty. In order for an employee to be eligible for witness duty pay, the reason for being a witness must be
39 related to their employment with the City of Appleton. The employee shall immediately notify the Employer upon
40 receipt of jury summons or subpoena. In order to receive full pay the employee is required to, upon receipt of jury or
41 witness pay, submit their jury or witness pay to the City payroll office. The City payroll office will cash their check,
42 retain the portion of the check representing per diem payments, and give the employee the mileage and meal
43 reimbursement portions of the check. Employees, at their option, may request an unpaid leave of absence or may
44 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.
45 Employees working second (2nd) shift are required to report to work at their regularly scheduled time the day of the
46 jury duty/witness duty obligation or within sixty minutes following dismissal as a juror/witness. Employees working
47 third (3rd) shift are required to report to work at their regularly scheduled time the day before the jury/witness duty
48 obligation and shall have their start time the day of the jury duty/witness obligation adjusted by the actual hours spent
49 as a juror/witness.

1 **ARTICLE 31 – SEPARABILITY AND SAVINGS**
2

- 3 A. If any Article or Section of this contract should be held invalid by operation of law or by any tribunal of
4 competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by
5 such tribunal pending a final determination as to its validity, the remainder of this contract or the application of
6 such Article or Section to persons or circumstances other than those as to which it has been held invalid or as
7 to which compliance with or enforcement of has been restrained shall not be affected thereby.
8
- 9 B. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been
10 restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining
11 negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory
12 replacement for such Article or Section during the period of invalidity or restraint.
13

14 **ARTICLE 32 – SUBCONTRACTING**
15

16 The City agrees to notify the Union prior to the sub-contracting of any work presently performed by Union employees.
17 The City will negotiate with the Union, upon request, on any matters relating to such sub-contracting which are
18 mandatory subjects of bargaining. Nothing herein shall be construed to limit either party's legal rights relating to
19 subcontracting.
20

21 **ARTICLE 33 – ALCOHOL AND DRUG USE**
22

23 A. POLICY
24

25 The parties agree to comply with all State and Federal laws and regulations relating to the use of alcohol and other
26 drugs. The City of Appleton Drug and Alcohol Free Workplace Policy is incorporated herein by reference and shall be
27 binding on both parties. The City agrees to notify the Union of any proposed changes to said policy and to negotiate
28 any mandatory subjects of bargaining which may be contained in the changes, except that any changes required in
29 order to meet the requirements of any State or Federal law or regulation may be made by the Employer, with or
30 without prior notice. In cases where notice of the proposed change is not required, the City shall provide notice of the
31 completed change to the Union within thirty (30) days of the change.
32

33 B. DISCIPLINE
34

- 35 1) Refusal of an employee to participate in any legal testing procedure for alcohol or drug intoxication shall
36 constitute a presumption of intoxication and shall constitute the basis of discharge without the receipt of a
37 prior warning letter.
- 38 2) If test results demonstrate the presence of any breath alcohol concentration, the employee shall be
39 subject to discipline without receipt of a prior warning letter based on the following schedule:
40
- 41 a. Concentration equal to or above the State legal limit (as set forth in Wis. Stats. §340.01(46m)(a))
42 of alcohol in 210 liters of breath – discharge.
 - 43 b. Concentration equal to or above .04 but less than the State legal limit (as set forth in Wis. Stats.
44 §340.01(46m)(a)) of alcohol in 210 liters of breath – one week suspension without pay.
 - 45 c. Any concentration equal to or above .02 but less than .04 grams of alcohol in 210 liters of breath
46 – suspension without pay for the balance of the work day plus one day.
47

48 In addition to the above, any employee who has a breath alcohol concentration of less than the State
49 legal limit (as set forth in Wis. Stats. §340.01(46m)(a)) in 210 liters of breath shall be required, as a
50 condition of continued employment, to submit to assessment under the Employee Assistance
51 Program and to comply fully with any recommendations made under that program.
52

1 Any employee who has been suspended pursuant to the above and who subsequently has a positive
2 breath alcohol test shall be subject to immediate discharge. A breath alcohol level of less than .02
3 grams in 210 liters of breath shall be considered a negative test.
4

- 5 3) If test results are positive for controlled substances the employee shall be subject to discharge without
6 receipt of a prior warning letter.
7

8 C. LEAVE OF ABSENCE – PRIOR TO TESTING
9

10 An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant to an
11 approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any
12 act subject to disciplinary action.
13

14 The Employer shall give between thirty (30) and sixty (60) days prior written notice to an employee of the employer's
15 intention to request a test for drug use during a DOT physical examination. The employee may, within five (5) days of
16 receipt of such written notice, make written request for a leave of absence.
17

18 Such leaves of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless
19 extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by
20 this agreement or Supplements thereto except continued accrual of seniority nor does this provision amend or alter
21 the disciplinary provisions.
22

23 Employees requesting to return to work from a leave of absence for drug or alcohol use shall be subject to testing
24 before returning to work and to random testing as prescribed in the City of Appleton Drug and Alcohol Free Workplace
25 Policy. Failure to take the tests or to meet the standards of the testing procedure shall be cause for discharge without
26 a prior warning letter.
27

28 D. RETURN TO EMPLOYMENT AFTER A POSITIVE BREATH ALCOHOL OR URINE DRUG TEST
29

- 30 1) Any employee testing positive for alcohol or drugs in a urine drug test, thereby subjecting the employee to
31 discipline, shall be granted reinstatement on a one (1) time lifetime basis if the employee successfully
32 completes a program of evaluation and/or rehabilitation which has been approved by the health care
33 administrator. Any cost of evaluation and/or rehabilitation, over and above that paid for by the health care
34 administrator must be borne by the employee.
35 2) Employees electing the one-time lifetime evaluation and/or rehabilitation process must notify the
36 Employer within ten (10) days of being notified by the Employer of a positive alcohol or urine drug test.
37 The evaluation process and/or rehabilitation program must take a minimum of ten (10) days. The
38 employee must begin the evaluation process and/or rehabilitation program within fifteen (15) days after
39 notifying the Employer. The employee must request reinstatement promptly after successful completion
40 of the evaluation process and/or rehabilitation program. After the minimum ten (10) day period, the
41 employee may request reinstatement, but must first provide a negative breath alcohol/urine drug test, to
42 be conducted by a clinic and laboratory of the Employer's choice, before the employee can be reinstated.
43 In the event the Employer discharges an employee for a positive alcohol or drug test, the employee may
44 chose to protest the discharge by filing a protest under the grievance procedure.
45 3) While undergoing treatment, the employee shall not receive any of the benefits provided by this
46 Agreement or Supplements thereto except continued accrual of seniority.
47 4) Upon being reinstated, and after providing the negative alcohol/drug test provided in Subpart (2) of this
48 Section, the employee will be subject to additional tests as recommended by the rehabilitation program or
49 a minimum of three (3) additional tests (whichever is greater) for alcohol/drugs without prior notice. Two
50 (2) of these tests to occur within six (6) months of the employee's reinstatement and the third (3rd) test to
51 occur within the six (6) to twelve (12) month period after the employee's return to employment. A positive

1 test result or a refusal to submit to testing shall result in discharge without the receipt of a prior warning
2 letter.

3
4 E. The provisions of this article shall not apply to any probationary employee.
5

6 **ARTICLE 34 – WAGES – CLASSIFICATIONS**
7

8 Job classifications and compensation are set forth in Exhibit A, attached hereto, and made a part of this Agreement.
9

10 **ARTICLE 35 – ACCIDENT REVIEW**
11

12 The departmental safety committee shall review all motor vehicle and equipment accidents involving employees. The
13 supervisor shall determine if accidents were preventable or non-preventable. The determination of preventable or
14 non-preventable by the supervisor shall not be subject to the grievance procedure or other review.
15

16 **ARTICLE 36 – TERMINATION**
17

18 This agreement shall be in full force and effect from January 1, 2009 to and including December 31, 2010 and shall
19 continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by
20 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 CLASSIFICATIONS
AND HOURLY RATES OF PAY**

Street, Sanitation, CEA, Traffic and Water

Department of Public Works

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

Classification	Rates Effective			
	1/1/2009	5/1/2009	1/1/2010	9/1/2010
Lead Street Worker	\$23.17	\$23.39	\$23.84	\$24.07
5 Years*	\$23.23	\$23.45	\$23.90	\$24.13
10 Years*	\$23.27	\$23.49	\$23.94	\$24.17
Lead Mechanic	\$25.40	\$25.65	\$26.15	\$26.40
5 Years*	\$25.46	\$25.71	\$26.21	\$26.46
10 Years*	\$25.50	\$25.75	\$26.25	\$26.50
Meter Operations Technician				
Construction & Maintenance Man				
Sewer Crew Leader				
Start	\$21.70	\$21.92	\$22.36	\$22.58
6 Months	\$22.10	\$22.32	\$22.77	\$23.00
18 Months	\$22.67	\$22.90	\$23.36	\$23.59
After 5 Years*	\$22.73	\$22.96	\$23.42	\$23.65
After 10 Years*	\$22.77	\$23.00	\$23.46	\$23.69
Lead Sign Technician				
Start	\$21.51	\$21.73	\$22.16	\$22.38
6 Months	\$21.93	\$22.15	\$22.59	\$22.82
18 Months	\$22.48	\$22.70	\$23.15	\$23.38
After 5 Years*	\$22.54	\$22.76	\$23.21	\$23.44
After 10 Years*	\$22.58	\$22.80	\$23.25	\$23.48
Master Mechanic				
Start	\$23.66	\$23.90	\$24.38	\$24.62
6 Months	\$24.09	\$24.33	\$24.82	\$25.07
18 Months	\$24.55	\$24.80	\$25.30	\$25.55
5 Years*	\$24.61	\$24.86	\$25.36	\$25.61
10 Years*	\$24.65	\$24.90	\$25.40	\$25.65
Mechanic II				
Start	\$21.45	\$21.66	\$22.09	\$22.31
6 Months	\$21.87	\$22.09	\$22.53	\$22.76
18 Months	\$22.42	\$22.64	\$23.09	\$23.32
After 5 Years*	\$22.48	\$22.70	\$23.15	\$23.38
After 10 Years*	\$22.52	\$22.74	\$23.19	\$23.42
Purchasing Clerk				
Start	\$21.45	\$21.66	\$22.09	\$22.31
6 Months	\$21.87	\$22.09	\$22.53	\$22.76
18 Months	\$22.42	\$22.64	\$23.09	\$23.32
After 5 Years*	\$22.48	\$22.70	\$23.15	\$23.38
After 10 Years*	\$22.52	\$22.74	\$23.19	\$23.42

Five

Equipment Operator III					
Street Maintenance Repairman					
	Start	\$21.34	\$21.55	\$21.98	\$22.20
	6 Months	\$21.74	\$21.96	\$22.40	\$22.62
	18 Months	\$22.32	\$22.54	\$22.99	\$23.22
	After 5 Years*	\$22.38	\$22.60	\$23.05	\$23.28
	After 10 Years*	\$22.42	\$22.64	\$23.09	\$23.32
Equipment Operator II					
	Start	\$20.64	\$20.85	\$21.27	\$21.48
	6 Months	\$21.06	\$21.27	\$21.70	\$21.92
	18 Months	\$21.61	\$21.83	\$22.27	\$22.49
	After 5 Years*	\$21.67	\$21.89	\$22.33	\$22.55
	After 10 Years*	\$21.71	\$21.93	\$22.37	\$22.59
Inventory Control Clerk					
Serviceman II					
Sewer Crew Worker					
	Start	\$20.64	\$20.85	\$21.27	\$21.48
	6 Months	\$21.06	\$21.27	\$21.70	\$21.92
	18 Months	\$21.55	\$21.77	\$22.21	\$22.43
	After 5 Years*	\$21.61	\$21.83	\$22.27	\$22.49
	After 10 Years*	\$21.65	\$21.87	\$22.31	\$22.53
Automated Sideload Operator					
	Start	\$20.01	\$20.21	\$20.61	\$20.82
	6 Months	\$20.43	\$20.63	\$21.04	\$21.25
	18 Months	\$20.92	\$21.13	\$21.55	\$21.77
	After 5 Years*	\$20.98	\$21.19	\$21.61	\$21.83
	After 10 Years*	\$21.02	\$21.23	\$21.65	\$21.87
Equipment Operator I					
Sign Technician					
	Start	\$19.91	\$20.11	\$20.51	\$20.72
	6 Months	\$20.33	\$20.53	\$20.94	\$21.15
	18 Months	\$20.84	\$21.05	\$21.47	\$21.68
	After 5 Years*	\$20.90	\$21.11	\$21.53	\$21.74
	After 10 Years*	\$20.94	\$21.15	\$21.57	\$21.78
Laborer					
	Start	\$19.36	\$19.55	\$19.94	\$20.14
	6 Months	\$19.78	\$19.98	\$20.38	\$20.58
	18 Months	\$20.24	\$20.44	\$20.85	\$21.06
	After 5 Years*	\$20.30	\$20.50	\$20.91	\$21.12
	After 10 Years*	\$20.34	\$20.54	\$20.95	\$21.16
Bridge Tender					
	Start	\$19.11	\$19.30	\$19.69	\$19.89
	6 Months	\$19.52	\$19.72	\$20.11	\$20.31
	18 Months	\$19.93	\$20.13	\$20.53	\$20.74
	After 5 Years*	\$19.99	\$20.19	\$20.59	\$20.80
	After 10 Years*	\$20.03	\$20.23	\$20.63	\$20.84

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

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

**EXHIBIT B
HOURS OF WORK**

CENTRAL EQUIPMENT AGENCY

Mechanic II

5:00 AM to 1:30 PM

7:00 AM to 3:30 PM

3:00 PM to 11:30 PM

11:00 PM to 7:30 AM

Serviceman II and Serviceman I

3:00 PM to 11:30 PM

Purchasing Clerk and Inventory Control Clerk

6:00 AM to 7:00 PM

CONSTRUCTION/MAINTENANCE DIVISION

6:30 AM – 4:30 PM (10 hours)

6:30 AM – 2:30 PM (8 hours)

LABOR POOL

- Labor Pool Division: Employees will be scheduled to work the hours based on the needs of the work being performed.
- Labor Pool hours will be dependent on job assignment.

SANITATION DIVISION

Automated Front End Loaders/Automated Sideloaders

4:30 AM to 12:30 PM

For Automated Sideloader Operators, double pick up days for holidays will start at 3:30 AM.

Sweeper Operators

9:30 PM to 7:30 AM (Summer hours)

Operator I

6:30 AM to 2:30 PM

Yard Waste Site

12:00 Noon to 8:00 PM (Summer hours)

9:00 AM to 5:00 PM (Saturday & Sunday)

Laborers

6:30 AM to 2:30 PM

SIGN SHOP

Lead Sign Technician

Sign Technician

6:30 AM to 2:30 PM

STREET DIVISION

All Classifications

6:30 AM to 2:30 PM

Street, Sanitation and Labor Pool – one twenty (20) minute paid break at the job site per day.

WATER DIVISION

Meter Operations

6:30 AM to 4:30 PM (10 hours)

6:30 AM to 2:30 PM (8 hours)

CITY OF APPLETON
AND
TEAMSTER LOCAL 662

LEAD SIGN SHOP TECHNICIAN

The parties agree to grandfather the current Lead Sign Shop Technician (Rick Weyenberg) in the position of Lead. When Mr. Weyenberg vacates the position, the parties agree that the Lead Sign Shop Technician classification will no longer exist and all references throughout the contract will be deleted. The parties further agree that there will be no out of class pay or higher rate for a Lead in the sign shop after Mr. Weyenberg vacates the position.

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON
AND
TEAMSTER LOCAL 662

CENTRAL EQUIPMENT AGENCY (CEA) SHOP MANAGER

The position of Central Equipment Agency (CEA) Shop Manager shall be paid \$1.00 per hour more than the Master Mechanic classification. The parties agree that this letter is specific to the current incumbent (Bruce Brazee) and continuation of this agreement after Mr. Brazee vacates the position will be at the sole discretion of the employer.

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON
AND
TEAMSTER LOCAL 662

STAFFING OF YARD WASTE SITES

1. Positions will be in the Laborer classification. Seasonal employees will be used when available.
2. For the four designated yard waste site attendants, the first eight hours worked on Saturday and Sunday shall be paid at straight time. Hours worked on their scheduled days off shall be paid at one and one half times the base pay on Saturday and double time on Sunday.
3. Employees will work on a ten days on, four days off schedule.
4. The sites will be closed on contract holidays.
5. Temporary vacancies Monday through Friday shall be assigned to other Sanitation Divisional seasonal staff, using regular site attendants first.
6. Transitioning from summer to winter and back again:
 - a) During the winter months, staffing positions shall be accomplished by posting in the Sanitation Division. If not enough employees post for the positions, inverting from the Labor Pool shall be required.
 - b) Transition from winter to summer hours: The deputy director will ask the laborers in the Sanitation Division to see who wants to work in the sites during the transition from four to zero attendants. If not enough volunteers are found, we will inverse the sanitation laborers. As seasonal employees are added to the sites, full time employees will be removed in the reverse order from how they went on to the sites, i.e., inversed then volunteers. Weekend overtime will be offered to the full time site attendants first.
 - c) Transition to winter hours: This shall be done similar to paragraph b above, based on volunteers first and inversed Sanitation laborers next.
7. Full time yard waste site attendants shall be paid at the Operator II rate for one hour per day, or the actual time spent pushing up yard waste with the Operator II equipment, whichever is greater on a particular day.

Attendants at the yard waste site will be allowed to run the beast during the week or on the weekend. A regular employee will be called to run the beast if the Yard Waste Attendant is not used.
8. The order of call for weekend fill-in work shall be as follows:
 - a) Site attendants by seniority (regular employees only).
 - b) Sanitation Division seniority
 - c) Full-time Labor Pool

For regularly assigned full time site attendants, overtime will go to the absent employee's partner, rather than using seniority.

9. Attendant's duties shall include, but not be limited to the following:
 - a) Opening and closing the site daily
 - b) General housekeeping in and near site
 - c) Punching grass clipping disposal tickets
 - d) Aiding the public in their use of the site
 - e) Some record keeping of transactions, commercial dumpsters, etc.

10. Attendants will fill out a daily time card but may not be required to punch in. It is the attendants responsibility to see that their time records are submitted to the office by 9 a.m. on "payday Mondays".

11. Employees who must be absent from work must notify a supervisor two hours prior to the start of the shift, if possible, using the following order:
 - A. Todd Nett 788-8786
 - B. Wendy Lodholz 788-5097
 - C. Erick Cardew 954-0880
 - D. Carl Schultz 830-0462
 - E. Mike White 733-6956
 - F. Earl Schroeder 757-6461
 - G. Yard Waste Site 832-5588
 - H. Whitman Ave Site 832-5589

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

TEMPORARY ASSIGNMENTS

1. When it becomes necessary to fill temporary assignments to higher rated positions, such assignments shall be offered by seniority and then assigned by inverse seniority to available employees of the Division where such assignment exists.

2. Employees in the Division where the temporary assignment occurs shall not have the option of moving to a position which is rated lower than their regular classification.

3. The City retains the right to determine what functions will be performed on any given day and to make assignments based on that determination.

4. Employees of a Division shall not be transferred to another Division unless all available full time employees of that other Division are working in activities relating to that Division.

5. Employees temporarily transferred from one Division to another shall be assigned to work available in that Division after all temporary assignments have been made within that Division.

(From July 25, 1984 letter captioned "Side Loader Operator Assignments and Related Issues")

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON
AND
TEAMSTER LOCAL 662

WORK ASSIGNMENT POLICY

The work shall be assigned to the Street and Sanitation Divisions on the following basis:

SANITATION DIVISION

1. Regular and special refuse collection.
2. Curbside yard waste and brush collection.
3. Street cleaning, including pushing leaves into piles.
4. All metal collection and hauling.
5. Servicing recycling, oil, and yard waste drop-off sites, except for when yard waste sites are serviced by leaf hauling crews. When yard waste sites are serviced on days when leaf hauling is not being performed, servicing of the sites shall be a Sanitation function.
6. Delivery of dumpsters to remote sites.
7. "Tree for a tree" program.

STREET DIVISION

1. Maintenance of street rights of way, pavements, sidewalks, etc.
2. Snow and ice control in street rights of way.
3. Sanitary and storm sewer maintenance and repair.
4. All work on or hauling from hard stand storage areas.
5. Loading of leaves from street piles into trucks.

COMBINED CREW

1. Leaf hauling crews shall be staffed on the basis of 75% Street to 25% Sanitation employees.
2. Work on sidewalk and automated containers, painting, assembly and delivery will be on a 50% Street, 50% Sanitation basis, the odd man assigned from Sanitation. This shall normally be Sanitation work and shall be considered combined crews only on days when Sanitation has borrowed employees from Street.

Work not on these lists may be assigned to these lists after discussions between the various work groups have been held.

When the City decides it is necessary to transfer labor between division, no division may borrow labor from the other division unless all of its available employees are working on jobs listed above.

Discussion will be held to settle jurisdictional disputes within 5 working days of receiving a complaint in writing.
(From May 4, 1992, agreement modified by November 14, 1990 letter)

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

**CONDITIONS GOVERNING EQUIPMENT OPERATOR II/
CONTAINER MANAGEMENT POSITION**

1. Wage Rate: Same as Equipment Operator II.
2. Primary duties of the position shall be as follows:
 - a) Refuse Container Management
 1. Container deliver
 2. Container inventory
 3. Container warranty management
 4. Container repair (welding)
 5. Response to routine customer complaints/service requests
 - b) Metal Management
 1. Sorting (metal pile)
 2. Loading (with end loader or Prentice loader)
 3. Hauling
 - c) General Yard Work, including maintenance, painting and scale tending
3. The employee can be assigned to other Equipment Operator II work on an occasional or intermittent basis but not pre-scheduled.
4. Employee can be reassigned to other duties at management's discretion based on priorities.
5. Employee will be considered an Equipment Operator II for overtime purposes by seniority.
6. Employees who fill in will be paid at the Operator I rate.

This letter will terminate when Steve Olson vacates this position.

(From undated, unsigned document)

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

STATUS OF EMPLOYEES ON PROBATION AND TRIAL PERIODS

1. A new employee in a division who has not completed probation shall be considered to have no seniority for purposes of assignment outside of his classification.
2. An employee on a trial period in a classification shall be considered to be in that classification for the full calendar duration of the trial period.
3. An employee in a trial period or probationary period shall not be subject to re-assignment by seniority to another division unless scheduled by the Employer for purposes of evaluating the employee's performance.

(From April 29, 1987 letter)

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON
AND
TEAMSTER LOCAL 662

REFUSAL OF OVERTIME RELATED TO CONSUMPTION OF ALCOHOL

Employees who turn down overtime due to the fact that they've been drinking will be out of service until the next scheduled work period or until 7:00 a.m. on Saturday or Sunday. At the time he will still be subject to the BAC levels of the Commercial Drivers requirements. See Driver's Handbook.

If your blood alcohol concentration is less than 0.04 percent but you have any detectable amount, you will be put out-of-service for 24 hours.

(From unsigned policy dated March 5, 1992)

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

AVAILABILITY FOR WORK WHEN CALLED FOR OVERTIME

When called in to work overtime, if an employee can work 8 or more hours they will be called in regardless of the length of the work assignment, unless otherwise approved by a supervisor.

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON
AND
TEAMSTER LOCAL 662

CLARIFICATION OF SNOW PLOWING ASSIGNMENTS

The order of assignment for snow plowing shall be:

1. Street Division, by seniority
2. Master Posting
3. Stand-by Posting

Notwithstanding the above, the agreements on the availability of Automated Side Loader Operators and yard waste attendants are as follows:

Automated Side Loader Operators Re-assignment to Street Division

1. These employees shall not be eligible for re-assignment to the Street Division for snow-plowing work which would prevent them from completing their assigned work. They are not eligible for call for such work after 12 noon on a day before they are scheduled to work as Automated Side Loader Operator.

Yard Waste attendants are not available for plowing on the following days when:

1. They are scheduled to work at the yard waste site
2. They are on a scheduled Monday or Friday off

If inversing is necessary:

1. Street Division
2. Master Seniority
3. Stand-by list

Automated Side Loader and Water employees will be available for call on the weekends and scheduled holidays based on their Seniority on the Master posting. CEA employees may sign the stand-by posting only for emergency calls.

The City shall not be liable for any missed calls for the Automated Side Loader and/or Water employees.

(From November 18, 1994 letter)

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

SEWER AND CATCH BASIN CALL-IN WORK

The Mason Crew will be called in for the following circumstances:

1. Catch Basin, storm or sanitary cover off
2. Some object drops into the catch basin (example: keys, ducks)
3. Detention pond problems

The Sewer Crew will be called in for the following circumstances:

1. Standing water
2. Water backup
3. Flooding

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON
AND
TEAMSTERS LOCAL 662

WATER UTILITY STAND-BY DUTY

1. The three senior union-represented employees who accept the assignment will be utilized in the supervisory stand-by rotation as working foremen.
2. Up to three supervisory employees will also be utilized in the rotation. The City has the option of offering this assignment to union-represented employees by seniority if sufficient management employees are not available. The total number of employees assigned to the rotation shall not exceed six.
3. The rotation will be scheduled so that all assigned employees have an equal opportunity for stand-by duty.
4. Each stand-by assignment shall be for a one-week period, running from Thursday afternoon until the following Thursday morning.
5. Pay for the above assignment shall be one hour of straight time pay for each day of stand-by duty. If called in during their stand-by assignment, the employees will also be paid as specified in Article 5B and 6 of the labor agreement.
6. When these employees are on duty, they shall have the responsibilities of a working foreman, including calling in crews for emergency work and running such crews on the job. Decisions relating to their function shall be the sole responsibility of the stand-by person.
7. When either of these employees is not on stand-by status, they will be considered as available for overtime work performed by Union-represented employees and will be offered such work based on their seniority.
8. If a house shut-off is required, the Union-represented stand-by person will do the work without calling anyone in unless a meter shut off or piping changes are required. Supervisory stand-by people will call-in Union Meter personnel to perform this function.
9. This arrangement will continue indefinitely, as long as it is mutually agreeable.

(from December 28, 1990 letter)
changes from 1998-99 union contract ratification

For the City of Appleton Date _____ Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

**USE OF ANSWERING MACHINES
STREET, SANITATION, MAINTENANCE, TRAFFIC AND WATER BARGAINING UNIT**

1. Leaving a message does not give the employee the right to work.
2. Employee is not to report for work unless specifically told to do so in the message.
3. The fact that an employee cannot get through to return the call is not grievable and does not make the employee eligible for any payment.
4. Once the employee does get through, he/she will have no right to displace any employee who has already been notified to report to work.

(from December 19, 1996 letter)

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

MAIN BREAK OVERTIME POLICY

- A. If another main break (or similar problem) comes in when a crew has been called in after normal work hours, the same crew will continue working, unless the on-call person determines it is necessary to call in another crew. This decision will be based on the nature and severity of the problem, how long the crew has been working, how long it will take to complete the current job, and other factors.
- B. When two crews are called in after normal work hours, the first crew in to the shop may be allowed to work an additional half hour to clean up equipment and perform required equipment maintenance if the other crew is expected to finish within a half hour. If another main break (or similar problem) comes in while this crew is still on duty, the supervisor or on-call person will form a new crew, or crews, (based on seniority) from the two crews that are working.
- C. If another break comes in after the first crew has left, the procedure outlined in "A" above will be followed.
- D. When employees have been working on a consolidated or combined crew on more than one break in an area and the need for that larger crew no longer exists, a new crew will be formed based on the seniority of those who are working.

(From unsigned November 18, 1994 policy)

CITY OF APPLETON

AND

TEAMSTERS LOCAL 662

OPERATOR EQUIPMENT/SENIORITY

All Operator II and Operator III equipment in the Street Division will be staffed by the Operator II and III positions. After all employees holding Operator II and III positions are asked to work, Master Seniority shall prevail. This applies to all hours normally scheduled and those hours outside of the normal schedule.

For the City of Appleton Date

For the Union Date

CITY OF APPLETON

AND

TEAMSTERS LOCAL 662

OVERTIME UP TO TWO (2) HOURS

Employees may be utilized for emergency work for up to two (2) hours plus travel time per incident in lieu of calling in employees of the Division that normally perform such work. Employees assigned to a specific job cannot use seniority to take another positions overtime and cannot work more than two (2) hours as noted above.

This program will expire December 30, 2010 unless extended by mutual agreement.

For the City of Appleton

Date

For the Union

Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

**ADMINISTRATION OF TWO-HOUR CHANGE IN
STARTING TIME PREMIUM**

1. The two-hour premium is paid when the City notifies employees before leaving work that their regular schedule for the following day or days is being changed. Such employees receive the two hour premium plus straight time pay for hours worked up to eight. They receive this for each day of the schedule change. This provision will also apply when an employee is on leave and is notified between the hours of 6:00 AM – 4:30 PM.
2. The above doesn't apply when the change is two hours or less and is overtime work.
3. Street Sweepers have a regular "winter" schedule and a regular "summer" schedule. They receive one two-hour premium when they change from one to the other. This provision has also been used in other areas on a case by case basis.
4. An arbitrator ruled several years ago that the two-hour provision applies to scheduled weekend work for the Street Division and further applies to each report time on a weekend day. That was subsequently extended to the Sanitation, Maintenance, and Traffic Divisions and to the Electricians. This payment is in addition to payment at the appropriate premium rate (1 ½ or double time).
5. The weekend provisions do not apply to Parks and Recreation employees except when they are working with Public Works employees on City-wide projects (i.e. Civic Celebration). In that case, they get the same premium as Public Works.

(From June 8, 1995 letter)
changed per ratification of 1998-99 contract

CITY OF APPLETON AND TEAMSTER LOCAL 662
COMMERCIAL DRIVERS LICENSE

1. Any Bargaining Unit employee, who is required to hold a CDL, and receives a citation for any offense that has a potential penalty of the suspension or revocation of his/her driver's license shall notify their immediate supervisor on the next business day that that employee is regularly scheduled to work.
2. The notice required shall include a copy of any citation received.
3. Any employee who is scheduled to appear in any Court proceeding where that employee may be sentenced to a suspension or revocation of driver's license shall notify their immediate supervisor of the court date not less than 48 hours before the Court date.
4. Any employee who receives a notice from the State of Wisconsin Department of Transportation that that employee's accumulation of points has reached the extent that the employee is warned of the potential loss of that employee's driver's license shall notify their immediate supervisor on the next business day that the employee is regularly scheduled to work and provide a copy of such notice.
5. An employee without a Commercial Driver's License shall not be allowed to drive any Commercial vehicles, whether on any City street, in the yard at the Public Works facility or in any of the buildings of the Public Works facility. If the employee has a valid Occupational License, that employee may be allowed to drive non-commercial vehicles.
6. An employee who has their CDL revoked or suspended will have their pay reduced to the start step plus longevity of their current classification. The employee shall not be eligible for call time or emergency work. The work assigned to the employee will not necessarily be in the job classification or the division the employee's classification is in and shall not be grievable.
7. In the event two employees in the Bargaining Unit have qualified for the opportunity provided by this agreement, the next employee who shall lose his/her Commercial Driver's License shall be laid off until one of the first two employees regain a valid reinstated Commercial Driver's License. If more than one employee is on layoff, call back will be by seniority. The City may call any laid off employee in to work if the needs of the City require an employee to perform non-CDL work regardless of classification or location of work assignment.
8. This opportunity shall be given to any employee only once during that employee's career. A second suspension or revocation of an employee's Commercial Driver's License shall result in immediate termination which will not be subject to the grievance procedure covered in the Collective Bargaining Agreement.
9. Any employee holding a position that requires a Commercial Driver's License who shall be permanently disqualified from holding a Commercial Driver's License shall be terminated and shall not be subject to the grievance procedure covered in the Collective Bargaining Agreement.
10. Any employee who fails to provide the notice under paragraphs 1-4 may be terminated and shall not be subject to the grievance procedure covered in the Collective Bargaining Agreement.
11. This agreement shall only apply to employees who are able to obtain a valid Wisconsin Occupational Drivers License to drive non-commercial motor vehicles.

This agreement shall expire on December 30, 2010.

For the City of Appleton

Date

For the Union

Date

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**

SHIFT MECHANICS MODIFIED SCHEDULE

The City and Union mutually agree to the following schedule change for Shift Mechanics who are members of the Street, Sanitation, CEA, Traffic and Water Division of the Department of Public Works:

DURATION OF CHANGE IN HOURS

HOURS OF WORK

Normal shift is 7:00 AM to 3:30 PM. Employees can flex their time up to (2) two hours before or after their normal shift. Employees may work (4) four (10) ten hour shifts, but must indicate their intentions by the end of the previous week to their supervisor.

Employees choosing an eight (8) hour shift will be subject to the current collective bargaining agreement as it applies to benefits.

Employees choosing to work the ten (10) hour shift will be covered under the following:

OVERTIME

Overtime shall be paid at the rate of time and one-half for all hours worked over (10) ten in a day and (40) forty in a week if working a (10) ten hour shift and after (8) eight if working an (8) eight hour shift.

Premium Pay: Premium pay will start if the employee is called in to work more than (1) one hour before the predetermined start of their shift.

BENEFITS

Benefits are accrued per the contract.

Sick days: Paid at (10) ten hours per day.

Floating holidays: Paid at (8) eight hours per day.

Vacation: Paid at (8) eight hours per day.

Holidays: Paid at (8) eight hours per day.

Holiday Weeks: On weeks with paid holidays employees will revert back to an (8) eight hour per day schedule for that week. (without premium pay)

Funeral leave: Employees shall receive (8) eight hours for each day the employee is entitled to.

Jury Duty: Employees shall receive (8) eight hours for each day the employee is entitled to.

MEAL ALLOWANCE

Employees are not eligible to receive the meal allowance when working the schedule covered by this agreement.

OTHER

Days off must be set up to provide coverage of at least two mechanics, preferably three, on each day Monday through Friday.

This agreement may be cancelled at any time by either the Union or the City.

For the City of Appleton

For the Union

**CITY OF APPLETON
AND
TEAMSTER LOCAL 662**

SWEEPER OPERATORS MODIFIED SCHEDULE

The City and Union mutually agree to the following schedule change for Sweeper Operators who are members of the Street, Sanitation, CEA, Traffic and Water Division of the Department of Public Works:

DURATION OF CHANGE IN HOURS

Schedule change shall be from the beginning of the sweeping season until approximately December dependent upon the weather conditions.

OVERTIME

Overtime shall be paid at the rate of time and one-half for all hours worked over 10 hours in a day and (40) forty hours in a week.

HOURS OF WORK

Two Sweeper Operators will take Monday morning (11:00 PM to 7:00 AM) and two Sweeper Operators will take Friday morning (11:00 PM to 7:00 AM).

BENEFITS

Benefits are accrued per the contract.

Sick days: Paid at (10) ten hours per day.

Floating holidays: Paid at (8) eight hours per day with the two (2) hours made up during that week.

Vacation: Paid at (10) ten hours per day. Operators may take a half week of vacation and be charged for 20 hours. The remainder of the above week must be taken before Labor Day of that year. Employees must schedule vacation. No calling in of unscheduled vacation will be permitted and there will be no changing of sick leave to vacation or vice versa.

Holidays: Paid at (8) eight hours per day.

Holiday Weeks: For Memorial Day and July 4, the work will be two eleven hour days, one ten hour day, and 8 hours paid holiday.

Funeral leave: Employees shall receive (8) eight hours for each day the employee is entitled to.

Jury Duty: Employees shall receive (8) eight hours for each day the employee is entitled to.

MEAL ALLOWANCE

Employees are not eligible to receive the meal allowance when working the schedule covered by this agreement.

This agreement may be cancelled at any time by a two-thirds vote of the Sweeper Operators or the City.

For the City of Appleton

For the Union

**CITY OF APPLETON
AND
TEAMSTER LOCAL 662
WATER CREW MODIFIED SCHEDULE**

The City and Union mutually agree to the following schedule change for Water Crew who are members of the Street, Sanitation, CEA, Traffic and Water Division of the Department of Public Works:

DURATION OF CHANGE IN HOURS

HOURS OF WORK

Normal shift is 6:30 AM to 4:30 PM. Employees will be allowed to work four (4) ten (10) hour shifts.

Employees choosing an eight (8) hour shift will be subject to the current collective bargaining agreement as it applies to benefits.

Employees choosing to work the ten (10) hour shift will be covered under the following:

OVERTIME

Overtime shall be paid at the rate of time and one-half for all hours worked over ten (10) in a day and forty (40) in a week if working a ten (10) hour shift and after eight (8) if working an eight (8) hour shift.

BENEFITS

Benefits are accrued per the contract.

Sick days: Paid at ten (10) hours per day.

Floating holidays: Paid at eight (8) hours per day.

Vacation: Paid at eight (8) hours per day.

Holidays: Paid at eight (8) hours per day.

Holiday Weeks: On weeks with paid holidays employees will revert back to an eight (8) hour per day schedule for that week (without premium pay)

Funeral leave: Employees shall receive eight (8) hours for each day the employee is entitled to.

Jury Duty: Employees shall receive eight (8) hours for each day the employee is entitled to.

MEAL ALLOWANCE

Employees are not eligible to receive the meal allowance when working the schedule covered by this agreement.

OTHER

Days off must be set up to provide adequate coverage for Monday through Friday.

This agreement may be cancelled at any time by either the Union or the City.

For the City of Appleton Date

For the Union Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

METER TEAM MODIFIED SCHEDULE

The City and Union mutually agree to the following schedule change for Meter Team who are members of the Street, Sanitation, CEA, Traffic and Water Division of the Department of Public Works:

DURATION OF CHANGE IN HOURS

HOURS OF WORK

Normal shift is 6:30 AM to 4:30 PM (10 hour employees) and 6:30 AM to 2:30 PM (8 hour employees). Employees can flex their time up to two (2) hours before or after their normal shift

Employees choosing an eight (8) hour shift will be subject to the current collective bargaining agreement as it applies to benefits.

Employees choosing to work the ten (10) hour shift will be covered under the following:

OVERTIME

Overtime shall be paid at the rate of time and one-half for all hours worked over ten (10) in a day and forty (40) in a week if working a ten (10) hour shift and after eight (8) if working an eight (8) hour shift.

BENEFITS

Benefits are accrued per the contract.

Sick days: Paid at ten (10) hours per day.

Floating holidays: Paid at eight (8) hours per day.

Vacation: Paid at eight (8) hours per day.

Holidays: Paid at eight (8) hours per day.

Holiday Weeks: On weeks with paid holidays employees will revert back to an eight (8) hour per day schedule for that week (without premium pay) or use benefits on the books to make themselves whole.

Funeral leave: Employees shall receive eight (8) hours for each day the employee is entitled to.

Jury Duty: Employees shall receive (8) eight hours for each day the employee is entitled to.

MEAL ALLOWANCE

Employees are not eligible to receive the meal allowance when working the schedule covered by this agreement.

OTHER

Days off must be set up to provide adequate coverage for Monday through Friday.

This agreement may be cancelled at any time by either the Union or the City.

For the City of Appleton Date

For the Union Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

FACILITIES MANAGEMENT DEPARTMENT

Union jurisdiction issues arising from the creation of the Facilities Management Department, formerly centralized building maintenance program have been resolved as follows:

1. Janitorial/Custodial Maintenance - Teamsters

(from January 28, 1992 letter)

HISTORICAL DOCUMENT

CITY OF APPLETON
AND
TEAMSTER LOCAL 662

EMERGENCY OPERATIONS WORK

This side letter refers to Article 16. Special Conditions. D. Reasonable compliance shall be expected of employees when called in for emergency work.

Effective January 1, 2004, employees must live within a twenty-five (25) mile radius or reasonably be able to respond to an emergency and report to the Municipal Services Building within 30 minutes to be eligible for emergency work. This provision shall not apply to the following employees:

First	Last	Bargaining Unit Seniority Date
MICHAEL L	ALLEN	2/14/1977
LARRY R	ANDERSON	8/9/1999
JASON D	ANGOTTI	11/1/2000
JEFFREY L	ASENBRENER	4/5/1994
ALBERT W	BAER JR	8/1/1967
JAMES J	BANKER	12/14/1998
BRUCE	BEACH	7/8/1991
TIMOTHY M	BODOH	1/26/1998
RANDY R	BORNEMAN	6/10/1996
BRUCE R	BRAZEE	3/29/1999
WILLIAM D	BRERETON	1/2/2001
SCOTT W	BROEHM	11/5/2001
SCOTT A	COENEN	8/20/1987
NORINE R	CRAVEN	5/19/1989
GALE W	CROPSEY	2/5/1996
DAVID J	DE BRAAL	2/24/1992
GEORGE W	DRIESSEN	7/14/1980
GREGORY H	EBBEN	8/17/1998
DAVID J	FISCHER	12/1/1986
GLEN A	FLEMING	1/2/2003
JAMES L	FREDERICKSON	11/13/2001
KENNETH L	FRITZ	12/3/1990
ROBERT J	GARSKE	9/8/2003
EUGENE J	GEISER	12/10/1990
GREGORY G	GORE	11/19/2001
JOHN W	GRIESBACH	6/26/1995
STEPHEN P	HACKL	7/14/1997
HUGH J	HAMILTON	9/11/1978
BRIAN S	HANSEN	9/25/2000
DEBRA A	HANSON	5/30/1989
JOHN W	HASS	3/1/1994
DOUGLAS D	HECHT	1/13/2003
ROBERT G	HERWIG	5/11/1981
RODNEY C	HILLSBERG	1/25/1993

First	Last	Bargaining Unit Seniority Date
CHARLES J	HOFF	6/15/1998
JOSEPH E	KENNEDY	1/3/2003
BRAD K	KRAMER	5/15/2000
PAUL A	LEIDEL	1/4/2000
JOHN P	LUEBKE	11/29/1999
JOSEPH I	MARX	6/25/1984
DAVID L	MAY	3/2/1994
PATRICK R	MEYER	10/23/2000
JAMES R	MILLER	8/14/1979
PATRICK J	NAGAN	6/25/1984
FREDERICK J	NICKASCH	3/18/1991
STEVEN C	OLSON	8/27/1979
MICHAEL R	PETERS	10/6/1999
RANDY L	PETERS	2/2/1998
THOMAS P	PETERSON	3/3/1994
GERALD C	RICKERT	5/9/1989
MICHAEL J	ROSSEY	11/24/1986
PAUL C	RYNISH	2/7/2000
BERNARD M	SCHILTZ	4/30/1979
WILLIAM A	SCHINKE	1/18/1993
BRUCE W	SCHMIDT	8/21/1987
DANIEL G	SCHROEDER	5/8/2000
DONALD E	SCHWISTER JR	4/14/1971
BETH M	SEWALL	3/30/1992
RANDY H	SIEG	2/13/1989
PHILLIP J	STEEPS	5/20/1985
BRIAN D	VAN ASTEN	11/12/2001
MARK S	VAN GHEEM	12/6/1999
RANDAL M	VERSTEGEN	8/21/1979
MICHAEL G	VOGEL	8/13/1979
PATRICK	VOGEL	11/19/1990
RICKY J	WEYENBERG	1/21/1985
PHILLIP H	ZUBERBIER	10/23/2000

The City will call the employee's primary telephone number and proceed down the list. If the City gets to the bottom of the list and still does not have enough employees, the City will go back to the top of the list and call the secondary telephone number. All employees on the call list (street and through posting) must notify the on-call supervisor by 4:30 p.m. prior to the emergency event, if they will not be available for call for a specific date or days. It shall be the employee's responsibility to notify the employer of their primary and secondary telephone numbers.

The parties agree that partial leaves of absence (less than eight (8) hours) of comp time, sick time, vacation time or other authorized time off will not disqualify an employee from availability for call-in or overtime work on that day.

For the City of Appleton

Date

For the Union

Date

**CITY OF APPLETON
AND
TEAMSTER LOCAL 662
SEWER CREW OPERATORS MODIFIED SCHEDULE**

The City and Union mutually agree to the following schedule change for **Sewer Crew Operators** who are members of the Street, Sanitation, CEA, Traffic and Water Division of the Department of Public Works:

DURATION OF CHANGE IN HOURS

Schedule change shall be from the beginning of April until the end of October.

HOURS OF WORK

Normal shift is 6:30 AM to 4:30 PM. Employees will be allowed to work four (4) ten (10) hour shifts.

Employees choosing an eight (8) hour shift will be subject to the current collective bargaining agreement as it applies to benefits.

Employees choosing to work the ten (10) hour shift will be covered under the following:

OVERTIME

Overtime shall be paid at the rate of time and one-half for all hours worked over (10) ten in a day and (40) forty in a week if working a (10) ten hour shift and after (8) eight if working an (8) eight hour shift.

When overtime occurs after 4:30 PM on a Monday or Friday, divisional seniority will be used to call in the appropriate employee. Employees are eligible for overtime after 4:30 PM on their scheduled day off.

BENEFITS

Benefits are accrued per the contract.

Sick days: Paid at (10) ten hours per day.

Floating holidays: Paid at (8) eight hours per day.

Vacation: Paid at (8) eight hours per day.

Holidays: Paid at (8) eight hours per day.

Holiday Weeks: On weeks with paid holidays employees will revert back to an (8) eight hour per day schedule for that week. (without premium pay)

Funeral leave: Employees shall receive (8) eight hours for each day the employee is entitled to.

Jury Duty: Employees shall receive (8) eight hours for each day the employee is entitled to.

MEAL ALLOWANCE

Employees are not eligible to receive the meal allowance when working the schedule covered by this agreement.

OTHER

Days off must be set up to provide adequate coverage for Monday through Friday.

This agreement may be cancelled at any time by either the Union or the City.

For the City of Appleton Date

For the Union Date

**WATER DIVISION
AFTER HOUR CALL-IN SITUATIONS**

Most after hour call-ins involve main breaks or other construction related activities. These guidelines define situations, which would require Meter Technician personnel to be called in.

1. Turn on for payment of past due bill.
2. Turn on and reset meter.
3. Turn on service where water was turned off for the season.
4. Turn off or back on for plumbing repairs.
5. If for any reason the meter needs to be removed or disconnected, Meter Technician personnel are to be called in.

For the City of Appleton Date

For the Union Date

CITY OF APPLETON

AND

TEAMSTER LOCAL 662

POST EMPLOYMENT HEALTH PLAN (PEHP)

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

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

For the City of Appleton

Date

For the Union

Date

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2009-2010 PLAN OPTIONS –

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

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

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

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

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

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

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

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

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

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan C	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
12. Physician's Office Services	\$20 copay per visit	70% of eligible expenses after deductible	\$15 copay per visit	70% of eligible expenses after deductible	\$25 copay per visit	70% of eligible expenses after deductible
12a. Preventive Care -Voluntary Family Planning -Well Baby and Well Child Care -Routine Physical Exams -Vision Screening (not including refractive exams) -Hearing Screenings -Pap Tests, Pelvic Exams or related covered services	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
-Immunizations	100% coverage	Age 6 and under: Covered at 100% Over age 6: subject to deductible and coinsurance	100% coverage	Age 6 and under: Covered at 100% Over age 6: subject to deductible and coinsurance	100% coverage	Age 6 and under: Covered at 100% Over age 6: subject to deductible and coinsurance
PSA Screenings, once per year	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
Colonoscopies, once per year	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
Mammograms, once per year	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
13. Professional Fees for Surgical and Medical Services	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible
14. Prosthetic Devices (1 device every 3 years – waived for dependent needing update due to growth.)	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan C	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
15. Reconstructive Procedures	90% of eligible expenses after deductible and/or copays	70% of eligible expenses after deductible; *prior notification is required	90% of eligible expenses after deductible and/or copays	70% of eligible expenses after deductible; *prior notification is required	90% of eligible expenses after deductible and/or copays	70% of eligible expenses after deductible; *prior notification is required
16. Rehabilitation Services – Outpatient Therapy Network and non-network benefits are limited as follows: 20 visits of physical therapy; 20 visits of occupational therapy; 20 visits of speech therapy; 20 visits of pulmonary rehabilitation; 36 visits of cardiac rehabilitation; and 30 visits of post-cochlear implant aural therapy per calendar year	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible
17. Skilled Nursing Facility Network and non-network benefits are limited to 30 days per inpatient stay. Inpatient Rehabilitation – 90 days per inpatient stay.	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required
18. Transplantation Services	90% of eligible expenses after deductible; *prior notification is required	70% of eligible expenses after deductible; benefits are limited to \$30,000 per transplant. *Prior notification is required. ⁽²⁾	90% of eligible expenses after deductible; *prior notification is required	70% of eligible expenses after deductible; benefits are limited to \$30,000 per transplant. *Prior notification is required. ⁽²⁾	90% of eligible expenses after deductible; *prior notification is required.	70% of eligible expenses after deductible; benefits are limited to \$30,000 per transplant. *Prior notification is required. ⁽²⁾
19. Urgent Care Center Services	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible

ADDITIONAL BENEFITS

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
Mental Health and Substance Abuse Services – Outpatient Must receive prior authorization through the Mental Health/Substance Abuse Designee. Network and non-network benefits are limited to 20 visits or \$2,000 whichever is greater per calendar year.	\$20 copay per individual visit, \$15 per group visit ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	\$15 copay per individual visit, \$10 per group visit ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	\$25 copay per individual visit, \$20 per group visit ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾
Mental Health and Substance Abuse Services – Inpatient Must receive prior authorization through the Mental Health/Substance Abuse Designee. 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 ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾
Mental Health and Substance Abuse – Transitional Must receive prior authorization through the Mental Health/Substance Abuse Designee. 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 ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾
Chiropractic Care Benefits include diagnosis and related services. Network and non-network benefits are limited to 24 visits per calendar year.	90% of eligible expenses after deductible	70% eligible expenses after deductible	90% of eligible expenses after deductible	70% eligible expenses after deductible	90% of eligible expenses after deductible	70% eligible expenses after deductible
Prescription Drugs - Retail Tier I (Preferred) – Tier II (Not Preferred) – Tier III - Mail Order Tier I (Preferred) – Tier II (Not Preferred) – Tier III	(31 Day Supply) \$10 copay \$25 copay \$40 copay (90 Day Supply) \$25 copay \$62.50 copay \$100 copay	(31 Day Supply) \$10 copay \$25 copay \$40 copay N/A	(31 Day Supply) \$10 copay \$25 copay \$40 copay (90 Day Supply) \$25 copay \$62.50 copay \$100 copay	(31 Day Supply) \$10 copay \$25 copay \$40 copay N/A	(31 Day Supply) \$10 copay \$25 copay \$40 copay (90 Day Supply) \$25 copay \$62.50 copay \$100 copay	(31 Day Supply) \$10 copay \$25 copay \$40 copay N/A

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

⁽¹⁾ **If prior notification is not done, no benefit is payable.**

⁽²⁾ **Does not apply to kidney transplants - special benefits apply.**

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

This constitutes only a summary of the health plan involved. The actual contract or plan document must be consulted to determine the governing contractual provisions, limitations, or exclusions.

There is no guarantee, expressed or implied, by Associated Financial Group or vendors of plan provisions or level of payments.