

AGREEMENT

between

CITY OF MENASHA

and

MENASHA CITY EMPLOYEES

LOCAL 1035, AFSCME, AFL-CIO

January 1, 2009 - December 31, 2011

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Local 1035

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## MENASHA MUNICIPAL EMPLOYEES

### LABOR AGREEMENT

This Agreement, made and entered into by and between the City of Menasha, Wisconsin, party of the first part hereinafter referred to as the "Employer" and the Menasha Municipal Employees Union, Local 1035, AFSCME, AFL-CIO, and affiliated with the Wisconsin Council of County and Municipal Employees, party of the second part hereinafter referred to as the "Union".

### ARTICLE I - RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for all regular full-time, regular part-time and regular seasonal employees in the Fleet Maintenance Department, Street Department, Sanitation Department, Park Department and Bridge Department in classifications listed on Appendix "A" excluding craft, temporary, confidential or professional employees, supervisors, or department heads. The Employer agrees not to discriminate against any employee because of race, creed, color, national origin, sex or union affiliation.

### ARTICLE II - MANAGEMENT RIGHTS RESERVED

- A. General. Unless as otherwise herein provided, the management of the work and the direction of the working forces, including but not limited to, the right to hire, promote, demote, suspend or otherwise discharge for proper cause, and the right to relieve employees from duty because of lack of work or other legitimate reason is vested exclusively in the Employer.
- B. Work Rules. The Employer may adopt and publish reasonable rules which may be amended from time to time. Except for rules, regulations and directives from the State of Wisconsin, or any other governmental agency having jurisdiction over the Employer, such rules and regulations shall be submitted to the Union, if possible prior to their effective date, for its consideration.
- C. Union Action. Action to amend, alter or otherwise change said rules and/or regulations shall be taken through the grievance procedure, in this Agreement.
- D. Subcontracting. The Employer may contract out for any goods and services, but before doing so the Employer agrees to meet and negotiate with the Union in the event such subcontracting affects any employee in the bargaining unit.

### ARTICLE III - CONDUCT OF BUSINESS

The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedure outlined in this Agreement, nor to prevent routine business such as the posting of Union Notices and Bulletins.

Business Agents or Representatives of the Union having business with the officers or individual members of the Union may confer with such officers or members during the course of the work

day for a reasonable time, provided that permission is first obtained from the supervisor immediately in charge of such officers or members. The Employer agrees not to deduct such reasonable time from the pay of such employee.

#### ARTICLE IV - PROBATIONARY PERIOD AND DEFINITIONS

- A. New Hires. All newly hired employees shall be considered probationary for the first six (6) months of their employment with the City. Probationary employees may be disciplined or discharged without recourse to the grievance procedure. Continued employment beyond the probationary period above noted is hereby defined as evidence of satisfactory completion of probation.
- B. Definitions.
1. Regular Full-Time. A regular full-time employee is a person hired to fill a regular full-time (40 hours or more per week) position for a full calendar year.
  2. Regular Part-time. A regular part-time employee is a person hired to fill a regular part-time (less than 40 hours per week) position on a recurring basis.
  3. Regular Seasonal Employee. A regular seasonal employee is a person hired to fill a regular full-time (40 hours or more per week) position for more than four (4) months but less than ten (10) months in a calendar year.
  4. Temporary Employee. A temporary employee is a person hired for a period not to exceed 4 months.

#### ARTICLE V - SENIORITY AND SERVICE

- A. Definitions. Seniority refers to the rank order of employees relative to other employees determined by reference to the time of continuous service in the department. A seniority list shall be posted in each department.
- B. Seasonal.
1. Seasonal Park Laborer. The Seasonal Park Laborer shall work from April 1 through November 30 and shall accrue seniority on the basis of the number of months worked compared to a total year.
  2. Seasonal employees who are employed repeatedly from year to year for a portion of each calendar year, shall receive credit for the number of months that each seasonal employee works over the number of twelve (12) to create a fraction. Such seniority will be kept on the same seniority list as that for regular full-time employees and in the event that the seasonal employees become regular full-time employees, they shall be allowed to carry their seniority forward.
  3. Employees in the Bridge Department, for the purpose of departmental seniority, shall be credited with seniority from their date of hire by the City for the bridge tending work, calculated as described for seasonal employees. For the purpose of bargaining unit

seniority, these same employees shall be credited with six (6) months service effective upon February 21, 1979.

- C. Layoff Procedure. In laying off employees, junior employees as determined by unit-wide seniority shall be laid off, provided those retained are qualified to perform the available work. In re-employing, persons in layoff status shall be called back in order of seniority provided they are qualified to perform available work. No full-time employee shall be subject to layoff until all temporary, probationary and seasonal employees, except Bridge Department employees, are first laid off. The City will not hire any temporary or seasonal employees (except Bridge Department employees) for work performed in this bargaining unit while any regular bargaining unit employee is on layoff and has recall rights. Unless mutually agreed between the employee and the City, employees shall be laid off rather than have their hours reduced.
- D. Recall from Layoff. Persons on layoff status shall be given twenty-four (24) hours notice of recall for employment without losing the right to permanent recall. Such notice shall be by certified letter, return receipt requested to the employee's address of record. Failure to return upon being recalled will terminate all rights to employment. Notice of permanent recall and/or terms of employment will be furnished to the Union. Bridge Department employees shall be subject to recall within the Bridge Department only. It shall be the responsibility of each employee on layoff to keep the Employer advised of his/her current home address, which will be the address of record.
- E. Loss of Seniority. An employee shall lose all seniority and service if he:
1. Quits;
  2. Is discharged for cause;
  3. Is absent three (3) consecutive working days without notice or permission;
  4. Is laid off prior to attaining one year of service; or
  5. Is laid off for a period of one year or more.

An employee who has one (1) year or more of service at the time of layoff and who returns to work within one (1) year shall have his service prior to such layoff included in computing continuous service.

If an employee is laid off due to a suspension, revocation or cancellation of his/her CDL, such employee shall retain his/her seniority under this section for 13 months so long as the suspension, cancellation or revocation is not due to an incident while on duty. This shall apply only to a first suspension, revocation or cancellation.

## ARTICLE VI - JOB POSTING PROCEDURE

- A. Definitions.
1. New Jobs. A new job is defined as a job opening not listed in Appendix "A".
  2. Vacancy. A vacancy is defined as a job listed in Appendix "A" which is open due to the termination, promotion, or transfer of existing personnel and the job is to continue. Unless mutually agreed by the parties, the vacancy shall be awarded and filled within ten (10) days of the completion of the posting period.

Vacancies shall be posted within 10 working days of the expiration of any benefits needed to be paid out to employees leaving employment with the City.

3. Department. A department is defined as the Fleet Maintenance Department, Street Department, Sanitation Department, Park Department and Bridge Department. (Note: This is a clarification of the practice.)
- B. Posting Procedure. New jobs or vacancies shall be posted for five (5) working days and the Union President furnished a copy. Each interested employee shall sign his/her name in the appropriate space on the notice.
- C. Seasonal Park Laborer Job Posting. Vacancy of the Seasonal Park Laborer position will be offered first to full-time employees unit-wide before seasonal or part-time employees have the opportunity to exercise their posting rights according to Article VI.B.
- D. Job Award. At the end of the bidding period, the vacancy or new job will be awarded to the most qualified candidate within the department. If all factors are relatively equal, departmental seniority shall be the determining factor. If no one within the department posts, the job shall be awarded to the most qualified candidate unit-wide. Unit-wide seniority shall be the determining factor if all factors are relatively equal for bidding outside the department of the vacancy.

For purposes of posting into a full-time park laborer position, a seasonal employee's departmental seniority shall be subservient to any full-time employee with greater unit-wide seniority.

- E. Trial Period. An employee awarded a job opportunity shall serve a probationary period of up to thirty (30) calendar days. During said period either the City or the employee may return the employee to his former position and his former rate of pay. If an employee completes the said thirty (30) calendar days, he shall be deemed to be permanently assigned to the new position.
- F. Hiring Outside Bargaining Unit. If no qualified employee signs for a new job or vacancy, the City may hire from outside the bargaining unit.
- G. Discontinuance of a Job. If an existing position or job is discontinued, notice shall be posted.

#### ARTICLE VII - SUSPENSION, DEMOTION AND DISCHARGE

Suspension is defined as the temporary removal without pay of an employee from his designated position.

- A. Suspension for Cause. The Employer may for disciplinary reasons suspend an employee. An employee who is suspended, except probationary and temporary employees, shall be given written notice of the reasons for the action, and a copy of such notice shall be made a part of the employee's personnel history record, and a copy shall be sent to the Union. No suspension for cause shall exceed thirty (30) calendar days.
- B. Suspension During an Investigation. During an investigation, hearing or trial of an employee on any civil or criminal charge, when suspension would be in the interest of the City, an

employee may be suspended by the Employer for the duration of the proceedings. The suspension shall terminate within ten (10) days after completion of the cause for which he was suspended, by reinstatement or by other appropriate action, by resignation or dismissal of the employee.

- C. Voluntary Demotions. An employee may request or accept voluntary demotion when the position he occupies is allocated to a lower class or when assignment to less difficult or responsible work would be to his advantage.
- D. Dismissal. No employee shall be discharged except for cause. An employee who is dismissed, except probationary and temporary employees, shall be given a written notice of the reasons for the action, and a copy of the notice shall be made a part of the employee's personnel history record, and a copy sent to the Union. An employee who has been discharged may use the grievance procedure by giving written notice to his steward and his department within five (5) working days after dismissal. Such appeal will go directly to the appropriate step of the grievance procedure.
- E. Usual Disciplinary Measures Shall Be:
  - 1. Oral Reprimand
  - 2. Written Reprimand
  - 3. Suspension
  - 4. Dismissal

The Union shall be furnished a copy of any written notice of reprimand, suspension or discharge. A written reprimand sustained in the grievance procedure or not contested, shall be considered a valid warning. In the case of serious infractions prior warnings are not a prerequisite for disciplinary action that includes suspension or dismissal. Written and oral reprimands shall not be used as the basis of suspension or dismissal after twelve (12) months.

#### ARTICLE VIII - SAFETY AND SANITATION

It is agreed that each employee shall be responsible for the cleanliness and proper care of City owned equipment, clothing and tools; and it is further agreed that all employees shall comply with the Employer's safety rules and regulations. Failure to comply with safety rules and regulations may subject the employee to the disciplinary procedure outlined above. The Employer shall provide necessary protective clothing, tools and equipment in working order. There shall be an Employer-Employee Safety Committee whose purpose shall be to develop and maintain a safety program.

- A. Safety Glasses. Any employee who is required by the Employer to wear safety glasses shall be provided with non-prescription safety glasses by the Employer. If said employee requires corrective lenses, the Employer shall reimburse the employee up to \$150.00 towards the cost of the corrective glasses every two (2) years.

## ARTICLE IX - HOURS OF WORK

- A. Normal Schedule. Except for the Bridge Department, the normal hours of work shall be eight (8) hours per day, Monday - Friday. The normal working hours shall be 7:00 A.M. to 3:00 P.M. with a ten (10) minute break on the job at approximately 9:00 A.M. and a fifteen (15) minute lunch break on the job taken at approximately 12:00 noon. The normal hours of work for Bridge tenders during the navigation season shall be forty (40) hours per week or the maximum weekly hours as determined by the Wisconsin Department of Transportation if less than forty (40) hours per week. Employees within the Bridge Department shall rotate shifts weekly. Employees within the Bridge Department will be scheduled for at least one (1) day off each week and subject to operating conditions, this day off will be scheduled with a second day off to provide a two (2) day weekend every third (3rd) week.
- B. Change in Normal Schedule. The normal schedule is subject to change based upon the needs of the City.
- C. Special Assignments. Employees are subject to be called in at anytime for special assignments or emergency work.
- D. Overtime.
1. Computation. For the computation of overtime the work week for all employees shall begin at 12:01 A.M. on Sunday.
  2. Opportunity. The opportunity to work overtime shall be distributed among employees as equally and reasonably as possible, as long as the employee can adequately perform the work. In each department, regular full-time employees will be offered scheduled overtime before seasonal, temporary or part-time employees.
  3. The Employer will provide the Union with a monthly report detailing how overtime was distributed to employees.
  4. Notice of Overtime Work. Except for emergencies, employees will be given reasonable notice as to overtime work and will not be expected to work more than twelve (12) hours per day except for snow plowing or other emergencies.
  5. Any employee who calls in sick will be bypassed from any overtime call-ins until 12:01 a.m. on the day following the day in which the employee has called in sick or taken time off for vacation, floating holiday, or any other leave. Any employee who wants to be considered for overtime on any of those days due to his/her recovery or availability must personally talk to the supervisor. Leaving a message will not be sufficient.

## ARTICLE X - PAY POLICIES

Job classifications and compensation are set forth in Appendix "A" attached hereto and made a part of this Agreement.

The Employer shall determine the number of employees to be assigned to any job classification, and the job classifications needed to operate the Employer's facilities. Management and the Union shall meet and negotiate wages for the new or changed job.

The attached Appendix "A" covers rates and job classification and position count for all occupations under the jurisdiction of the Union as shown in Article I.

A. Employees hired prior to October 1, 2001, will be paid at the Step 5 pay rate on the attached Appendix "A".

B. Employees hired on or after October 1, 2001, will be paid pursuant to the following schedule:

Step 1: Upon hire	80% of Step 5 pay rate
Step 2: After 6 months of service	85% of Step 5 pay rate
Step 3: After 18 months of service	90% of Step 5 pay rate
Step 4: After 30 months of service	95% of Step 5 pay rate
Step 5: After 42 months of service	Step 5 pay rate

C. Pay Period. All employees will be paid every Thursday.

D. Temporary Rate Assignment. If an employee is required to take a temporary job at a lesser rate of pay than his normal assignment, the employee will not be required to take a reduction in pay. Any employee who is required to take a temporary job with a higher rate of pay shall receive the minimum rate of the new job to which he is temporarily assigned providing he works at the higher rated job for at least one (1) consecutive hour.

E. Overtime. One and one-half (1-1/2) times the base pay shall be paid for hours worked in excess of eight (8) hours per day. One and one-half (1-1/2) times the base pay shall be paid for hours worked in excess of forty (40) hours for the established work week. The accumulation of daily overtime or time worked in excess of forty (40) hours for the established work week whichever is the greater but not for both, shall be paid. Overtime shall not be pyramided nor shall more than one basis for calculating overtime be used to cover the same hours. For the purpose of calculating overtime, all paid time, except for sick leave, shall be considered time worked.

F. Meal Allowance. Employees required to work ten (10) consecutive hours will receive a Six Dollar (\$6.00) meal allowance.

G. Call-In Pay. In the event an employee is called in for work outside of his normal work schedule, he will be paid a call-time allowance of two (2) hours at straight time in addition to the applicable pay for the time actually worked. Call-in allowance will not be paid when employees are rescheduled while at work the previous day.

Call-in pay will be paid if the notice to the employee to work is made after that employee has punched out for the day or at the end of that employee's shift. Call-in pay will not be made when the notice to work is a rescheduling of the employees' next normal shift.

H. Minimum Scheduled Time. There shall be a minimum of two (2) hours straight time pay for work performed outside of normal working hours that requires a separate trip.

I. Saturday/Sunday Premium. Except for Bridge Department employees, one and one-half (1-1/2) times the base pay will be paid for all hours worked on Saturday, and two (2) times the base pay will be paid for all hours worked on Sunday. Such hours will not be included in computing eligibility for payment of any other overtime.

Bridge Department employees will receive one and one-half (1-1/2) times the base pay will be paid for all hours worked on Sunday, and such hours will not be included in computing eligibility for payment of any other overtime.

J. Shift Differential. All employees required to work between the hours of 6:00 P.M. and 6:00 A.M. shall receive an additional thirty cents (\$.30) per hour. This provision does not apply to the Bridge Department.

K. Job Reclassification. A new employee who is hired as a Common Laborer or a Park Laborer shall be reclassified as a Truck Driver or Park Caretaker after a maximum of two (2) years as a Laborer.

An employee who posts into the position of Common Laborer or Park Laborer shall be reclassified as a Truck Driver or Park Caretaker after a maximum of six (6) months as a Laborer.

L. Retirement: The City shall pay in addition to the Employer's share, up to six and two-tenths percent (6.2%) of the employee's gross earnings to the Wisconsin Retirement Fund, and any subsequent increases during the term of this Agreement up to seven percent (7.0%).

#### ARTICLE XI - AUTHORIZED ABSENCE

A. Vacations.

1. Full-time and Seasonal Employees. All regular employees shall be entitled to vacation leaves with pay at their classification rate of pay during the calendar year based upon the following schedule:

After 1 year of service	80 hours vacation in calendar year
After 6 years of service	120 hours vacation in calendar year
After 13 years of service	160 hours vacation in calendar year
After 18 years of service	200 hours vacation in calendar year

2. Eighty (80) hours will be given after one (1) year of service.

3. Seasonal Employees. Seasonal employees shall receive vacation benefits based upon the total years of service computed by dividing the total number of months of actual service by twelve (12).

4. Scheduling.

a. Choice of vacation shall be determined by seniority. Except for the employees of the Bridge Department, vacations shall be normally taken a week at a time. Exceptions shall be approved in writing by the supervisor forty-eight (48) hours in advance. When a holiday falls in a vacation week, the employee shall receive an additional day of vacation, or at the option of the Employer, an additional eight (8) hours of pay. Such decision shall be made by the Employer and the Employee prior to taking vacation. Employees shall be allowed to use up to 10 days of vacation on a day-at-a-time basis upon approval of their supervisor.

- b. Bridge Department employees shall schedule their vacations to occur at the completion of the navigation season each year; except that one (1) week may be used during the navigation season.
  - c. The Seasonal Park Laborer may schedule one-half of accrued vacation between April 1 and November 30, and the other half between December 1 and March 30.
  - d. The vacation selection policy dated 2/1/01 and updated on 1/8/04 and 11/28/05 shall not be changed for the duration of the 2007-2008 agreement.
5. All vacations shall be taken on a current year basis and shall not accumulate from year to year except upon approval of the Department Head.
  6. An employee who requires hospitalization or surgery during his/her vacation may appeal to the Personnel Director to convert such period of hospitalization or surgery to sick leave if the hospitalization or surgery is scheduled at a time too late for the employee to cancel the vacation. Such request must be made not later than 5 working days after the employee's return to work in writing to the Personnel Director. The Personnel Director shall make the determination within 5 days of his/her actual receipt of the request.

B. Sick Leave and Emergency Leave.

1. Annual. Effective January 1, 1986, each employee with one or more years of service shall earn one and one-quarter (1-1/4) days sick leave per month of service. Sick leave shall accumulate to 120 days.
2. New Employees. New employees shall earn sick leave at the rate of one (1) day per month from the first of the month coincident with or following date of hire until the first of January following the completion of one (1) year of service at which time paragraph 1 applies.
3. Physicians Statement. Employees absent three (3) or more days will be required to present a physician's certificate upon returning to work. In the event of major dental work after which the dentist shall recommend rest at home, the employee shall be able to use sick leave credit provided he notifies the City, giving the name of the dentist to verify the treatment given.
4. Regulation. When any employee is sick, he shall notify his department superintendent as soon as possible prior to the start of the work day so that the working schedule can be arranged. Employees can leave a message on the City Garage answering machine. The City shall have the right to investigate any usage of sick leave. Any abuse of sick leave shall subject to the employee to disciplinary action as outlined in Article VII of this Agreement. Employees sick during off days, vacation, leave of absence and holidays may not claim additional compensation and deduction of such days from their sick leave accumulation, unless allowed pursuant to Article XI. A. 6.
5. Emergency Situation. In the event of the sudden or serious illness of a member of the employee's immediate family or in the event of any other legitimate reason which required the employee's presence because of personal family needs, the use of sick leave as emergency leave is hereby granted up to but not to exceed three (3) days in any calendar year. The superintendent of the department must approve of any leave granted under this section before payment is made and he may require a doctor's

certificate when appropriate. Immediate family for the purpose of emergency leave is defined as to include only the spouse or children of the employee.

6. Application of Sick Leave to Extended Health Insurance Benefits. Each employee, after having attained the maximum sick leave accumulation of one hundred twenty (120) days, shall at the end of each year be credited with four (4) hours pay for each day of sick leave that would have been accumulated had it not been for the maximum accumulation. Upon the employee's retirement such credit over and above the maximum accumulation shall be credited at the employee's base rate towards extended health insurance benefits.
7. Each year an eligible employee may elect to receive a payout for unused sick hours accumulated during that twelve (12) month period in accordance with the following schedule:

<u>Sick Hours Used</u> <u>12/1 through 11/30*</u>	<u>Sick Hours Eligible</u> <u>For Payout</u>
0 - 8.00 hours	Up to 72 hours
8.01 - 16.00 hours	Up to 64 hours
16.01 - 24.00 hours	Up to 56 hours
24.01 - 32.00 hours	Up to 48 hours
32.01 - 40.00 hours	Up to 40 hours
Over 40.01 hours	0.00 hours

All unused and/or non-payout sick hours will accumulate each year in accordance with Section B., Paragraphs 1, 2 and 7. Employees eligible for payout of sick hours shall designate the number of sick hours they elect to be paid based on the above schedule by submitting a City provided form to their Superintendent not earlier than November 15 nor later than November 30 each year. Eligible employees requesting sick hours payout will receive payment the second Thursday in December. Bridge Department employees can receive up to 50% of the sick hours eligible for payout.

8. Retirement/Death Sick Leave Payout. Upon an employee's retirement under the Wisconsin Retirement System or death, the employee, or his beneficiary in case of death, shall be paid for all accumulated and unused sick leave, up to a maximum of one hundred five (105) days (840 hours).
- C. Funeral Leave. In the event of necessary absence due to the death in the immediate family, the City will pay for the employee's lost time at his regular straight time rate, not exceeding three (3) days. The employee must attend the funeral in order to receive this benefit. In no event shall the employee be compensated for the time lost because of death in the immediate family beyond the day of the funeral. Immediate family for the purpose of leave due to death in the family shall be defined to include death of the following only: the employee's spouse, child, parent, step-parent, parent-in-law or brother or sister.

One (1) day shall be allowed to attend the funeral of grandparent, grandchild, daughter-in-law, son-in-law, aunt or uncle, brother-in-law or sister-in-law.

In addition, an employee may use funeral leave if he is called upon to be a Pall Bearer for a relative or close friend.

An employee may request funeral leave, not to exceed 3 days, in the event the circumstances of the relationship between the decedent and employee warrant additional funeral leave. Such request shall be made to the Personnel Director or to the Department Head if the Personnel Director is unavailable.

- D. Worker's Compensation. Except for Bridge Department employees, an injured employee receiving Worker's Compensation Benefits shall receive the wage differential between his normal take-home pay and Worker's Compensation. Employees injured on the job shall report to the City Garage for light duty as required as soon as the employee's doctor certified that such injured employee may perform light duties. Normal take home pay shall be defined to mean the employee's normal 40-hour rate less FICA, state and federal withholding taxes. Changing exemption status while on workers' compensation will not affect normal take home pay.
- E. Holiday Leave. The following are recognized holidays for all departments except for the Bridge Department.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

Five (5) additional days (floating holidays) of the employee's choice provided it is approved by his supervisor at least 16 hours in advance. Employees shall receive a sixth floating holiday upon reach his/her 6<sup>th</sup> year anniversary date.

The following are the recognized holidays for the Bridge Department:

Memorial Day  
Independence Day  
Labor Day

- F. Pay for Holidays Not Worked. Employees will be allowed holiday pay for the above recognized holidays provided they meet the following requirements:
1. Actively employed during the payroll period immediately proceeding the holiday with the exception of employees off on a scheduled paid vacation.
  2. The employee must have worked the scheduled day immediately preceding the holiday and the scheduled day following the holiday except in proven illness on these mentioned days. Illness must be reported to the department head prior to the start of the work day.

Any employee required to work on any of the aforementioned paid holidays shall receive two (2) times his base pay for all hours worked in addition to the holiday pay. Hours paid for at the premium rate shall not be used to compute eligibility for any other premium rate. Whenever a holiday falls on a regularly scheduled work day when the employee otherwise would have worked, the normally scheduled hours, not in excess of eight (8) shall be included in computing weekly overtime. Holidays falling on a Sunday will normally be observed on Monday. Holidays falling on a Saturday will normally be observed on Friday. Holiday premiums shall be paid for the observed holiday and not the calendar holiday. Should either Christmas Day or New Year's Day

fall on a Saturday or a Sunday, the holiday shall be observed on the following Monday. Should Christmas Eve fall on a Saturday or a Sunday the holiday shall be observed on the previous Friday.

- G. Temporary Military Leave. Employees who are members of the National Guard or Military Reserve shall be granted temporary military leave for annual tours of duty, and shall receive during such absence the wage differential between the employee's regular city pay and military pay so that no loss of pay will be suffered as a result of such military service. The City's liability to makeup the difference in pay under this section is limited to the normal two (2) week training period only. Any employee eligible for a wage differential due to military leave shall be required to reconcile his/her pay differential within one week of the date of the military check.

The City will continue insurance coverage for an employee's family for sixty (60) days or until employee's family is covered by CHAMPAS, whichever occurs first. This provision applies only if employee is recalled involuntarily to service.

H. Leave of Absence Without Pay.

1. Requests. Requests for leave of absence without pay for justifiable reasons shall be made in writing at least forty-eight (48) hours prior to the leave as follows:
    - a. Three Days or Less than Three Days. For a leave not to exceed three (3) consecutive days, the request shall be made to the superintendent of the department.
    - b. More than Three Days. For a leave of absence of more than three (3) consecutive days, the request shall be made to the Director of Public Works through the superintendent of the department. However, for employees of the Park & Recreation Department requests shall be made through the Park & Recreation Director.
  2. Approval. Requests for leave of absence without pay may be granted subject to the work requirements of the City. Leaves of absence shall not be granted to an employee for the purpose of engaging in other employment. The employee shall be obligated to pay for the cost of his/her health and dental care benefits if such leave exceeds one calendar week.
  3. Requests for leaves of absence exceeding ten working days, other than leaves requested under the Family and Medical Leave Act, shall be made to the Personnel Committee, except pursuant to orders from the United States or State of Wisconsin military.
- I. Union Leave. A leave without pay, not to exceed ten (10) working days, shall be granted to any employee who has been delegated to perform a service for the Union. The Union shall give the City two (2) weeks notice of the effective day of leave. Unless agreed to by the Department Head, only one (1) employee from each department will be excused at the same time with a maximum of two (2) per Bargaining Unit.
- J. Jury Duty: Employees shall receive full pay for any time lost while serving on jury duty or witness duty. Jury duty and witness duty compensation will be added to by the City to equal regular weekly or hourly income.

- K. No unpaid leave of absence will be granted under state or federal Family and Medical Leave Acts (FMLA) unless all sick leave, vacation and floating holidays are exhausted except as otherwise mandated by either state or federal Family and Medical Leave Acts.

ARTICLE XII - UNAUTHORIZED ABSENCE

Having reported for work, no employee may absent himself from duty during regular working hours without permission of the Employer. Any employee absenting himself without the permission of his/her supervisor may be subject to disciplinary action.

ARTICLE XIII - TERMINATION OF EMPLOYMENT

The Employer shall pay all monies due employees upon termination of employment, and shall furnish such employees with a statement of employment if requested to do so by such employee, if the employee's record has been satisfactory. Upon termination of employment, the employee shall be responsible to return to the City all equipment issued by the City.

ARTICLE XIV - HEALTH, DENTAL AND VISION BENEFITS

- A. Effective with this Agreement, the City will provide as health insurance coverage, the choice of Network HMO-1 and Network POS-2. The prescription drug plan will be the Network BPL 50008-HMO Prescription Benefit Plan if the HMO-1 plan is chosen, and Network BPL 50009-POS Prescription Benefit Plan if the POS-2 plan is chosen. The description of the benefit levels of the HMO-1 plan and drug plan is attached as Appendix A. The description of the benefit levels of the POS-2 plan and drug plan is attached as Appendix B.
- B. The City will pay towards the costs of the health insurance as follows:

	<u>2009</u>	<u>2010</u>	<u>2011</u>
HMO-1	92%	91%	90%
Employee cap			
Per month	\$130.00	\$160.00	\$175.00
POS-2	90%	88%	88%
Employee cap			
Per month:	\$200.00	\$225.00	\$250.00

Premium share for dental and vision coverage will match that selected for health coverage. The caps will include premium share for dental and vision coverage.

- C. Prescription Reimbursement. This provision shall apply to prescriptions filled by mail order only. Upon reaching an out-of-pocket maximum of \$200/yr/RX, each employee shall be reimbursed by the City for the balance of the Rx cost of that Rx for Tier 2 drugs. Upon reaching an out-of-pocket maximum of \$320/yr/RX, each employee shall be reimbursed by the City for the balance of the Rx cost of that Rx for Tier 3 drugs.

- D. Each employee shall be eligible to change health insurance choice on an annual basis. This annual election shall not apply to vision coverage.
- E. The City will provide the Delta Dental Plan. The annual maximum benefit is \$1,500/patient/year for dental services. The annual maximum benefit for dental surgery is \$3,000/patient/year, subject to the co-pays and deductibles of the plan in existence in 2006.
- F. The City will provide vision insurance that includes a \$20 co-pay and allows for one pair of contacts or one pair of lenses each year, and one pair of glass frames every other year.
- G. Bridge Department: Employees of the Bridge Department shall receive benefits on a twelve (12) month basis.
- H. The City may from time to time change the insurance carrier or method of funding for health, dental and vision coverage if it elects to do so, provided that any plan offers coverage that is equivalent in the aggregate or better than the plan(s) then in existence for employees in the bargaining unit. At least thirty days' advance notice of any change shall be provided to the Union. Neither changes in the list of providers nor in the list of prescription drugs shall be viewed as a reduction in benefits. It is understood that any change in carrier(s) or method of funding will not result in an increase in the above-stated deductibles, drug co-payments or in the introduction of other co-payments.
- I. No employee shall make any claim against the City for additional compensation in lieu of or in addition to his/her premium paid by the City because he/she does not qualify for the family plan, nor in the event that employee does not elect to take health, dental or vision insurance through the City.
- J. Employees who retire shall be eligible to continue health care plan coverage only, at their expense until that employee is eligible for Medicare. When the retired employee becomes eligible for Medicare, that retired employee's spouse will be eligible to continue Single Health Plan coverage only, at his/her own expense, until that spouse is eligible for Medicare, provided that spouse does not have other health care coverage and meets the eligibility requirements of the plan.
- K. Any employee requesting the assistance of the City with any question regarding health, dental or vision benefits shall be obligated to sign a release of his/her privacy rights prior to any City staff member from engaging in such assistance.
- L. Probationary Employees. Medical insurance shall be provided to all employees when they are eligible to participate as determined by the insurance carrier.
- M. The City will pay the monthly premiums for employees who are in pay status for at least sixty-four (64) hours in any calendar month. (Note: This shall not effect the contribution made on behalf of Bridge tenders during the off-season.)
- N. Effective January 1, 1996 or sooner if in place, the City will offer a Section 125 plan to bargaining unit employees as allowed by Internal Revenue Code and Regulations. The program requires at least 25 percent of bargaining unit employees to participate in order for it to be continued at no cost to bargaining unit employees. Should the IRS discontinue this benefit, the City may choose to eliminate the Section 125 plan.

## ARTICLE XV - GRIEVANCE AND ARBITRATION PROCEDURE

- A. Definition of a Grievance. A grievance shall mean a dispute concerning the interpretation or application of this contract.
- B. Subject Matter: Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated and the signature of the grievant and the date. Matters involving a union grievance shall be signed and processed by a Union officer or representative.
- C. Time Limitation. If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.
- D. Settlement of Grievance. Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- E. Steps in Procedure.

Step 1. The employee, alone or with his representative shall orally discuss his complaint to his supervisor no later than five (5) working days after he knew or should have known of the cause of such complaint. The employee shall perform his normal work task and present his complaint later unless safety is an issue. If the issue is not resolved during the discussion the employee may file a written grievance as described in Step 2 of this article.

Step 2. If the grievance is not settled at the first step, the employee and/or his representative shall prepare a written grievance and present it to the supervisor within five (5) working days of the Step 1 decision. The supervisor will further investigate the grievance and submit his decision to the employee and his representative in writing within five (5) working days after receiving written notice of the grievance.

Step 3. If the grievance is not settled at the second step, the employee and/or his representative may appeal in writing to the Department Head within five (5) working days of the Step 2 decision. If the Department Head is the immediate supervisor, Step 3 shall be omitted. The Department Head will further investigate the grievance and submit his decision to the employee and his representative in writing within five (5) working days after receiving notice of the grievance.

Step 4. If the grievance is not settled at the third step, the Union may appeal in writing to the Personnel Director, within five (5) working days after receipt of the written decision of the Department Head. The Personnel Director shall discuss the grievance, within ten (10) working days of the appeal, with the employee, and the Union representative shall be afforded the opportunity to be present at this conference.

F. Arbitration.

1. Time Limit: If a satisfactory settlement is not reached in Step 4, the Union must notify the Personnel Director in writing within ten (10) working days that they intend to process the grievance to arbitration.

2. Arbitrator. The City and Union shall select an arbitrator in a mutually agreeable manner.
3. Arbitration Hearing. The Arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance.
4. Costs. Both parties shall share equally the costs and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator, if any. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorneys' fees, except that an employee shall not suffer a loss of pay for reasonable and necessary witness time. The arbitration hearing shall be conducted in the City Hall.
5. Transcript. There shall be a transcript prepared for each arbitration hearing. The parties may mutually agree to waive the transcript.
6. Decision of the Arbitrator. The powers of the Arbitrator are limited as follows: Its function is limited to that of interpreting and applying the provisions of this Agreement. It shall have no power to add to, subtract from or modify any of the terms of this Agreement. The decision of the Arbitrator shall be rendered promptly following the hearing and if exercised in accordance with the terms of this Agreement and consistent with federal, state and local laws, shall be final and binding upon both parties.

G. General Provisions.

1. Past Grievance. Past grievances may not be filed under the provisions of this procedure and all grievances filed which bear a filing date which precedes or is the same as the expiration date of this Agreement must be processed to conclusion under the terms of this procedure.
2. Special Notice for New Facts. If the grievance has been processed beyond Step 3, and the grievant wishes to add new facts or information into the file, he shall immediately transmit notice to the Director of Public Works or Director of Parks and Recreation and shall indicate in said notice the nature and details of the new facts. When such notice has been transmitted by the grievant, the grievance cannot progress through the arbitration procedures until the Director has had an opportunity to respond.

Within five (5) working days of receipt of such special notice, the Director shall exercise one of the following options:

- a. He may reopen the proceedings at Step 3 for the purpose of reconsidering the Step 3 decision.
- b. He may acknowledge receipt of the facts and stipulate that the grievance proceed.

3. Adjustments from Grievance Conferences. Any adjustments resulting from the grievance conferences under this provision shall not be inconsistent with the terms of this Agreement.

#### ARTICLE XVI - GRIEVANCE COMMITTEE

- A. The Grievance Committee shall be as follows:
  1. The Grievance Committee shall be up to five members as designated by the Union. The Union shall notify the Personnel Department in writing as to the members of the Grievance Committee.
  2. The Employer agrees that time spent during working hours in the conduct of grievances and in negotiations shall not be deducted from the pay of delegated employee representatives of the union.
  3. Not more than one union representative per department may accompany a grievant during normal working hours.
- B. Accident Review Committee. The Accident Review Committee will consist of the Street & Sanitation Office Coordinator, the Vice-Chairman of the Personnel Committee and a Steward of Local 1035. This Committee shall review all traffic collisions and make a recommendation to the Park Superintendent or Street Superintendent as to whether discipline ought be imposed. Appeal of any discipline recommended by the accident review Committee shall be to the Personnel Committee as a Step 4 Grievance procedure.

#### ARTICLE XVII - WAIVER OF RIGHTS

Neither party to this Agreement by such act at the time hereof or subsequent hereto, agrees to and does waive any rights possessed by it or them under our state and federal laws, regulations or statutes. In the event any clause or portion of this Agreement is in conflict with the statutes of the State of Wisconsin, governing municipalities, or other statutes, such clause or portion of the Agreement shall be declared invalid, and negotiations shall be instituted to adjust the invalidated clause or portion thereof.

#### ARTICLE XVIII - UNION BULLETIN BOARD

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

#### ARTICLE XIX - FAIR SHARE

The Employer shall deduct from the wages of all employees a dollar amount equal to the monthly dues certified by the Union and forward such monies to the treasurer of the Union. The City is to be saved harmless in the event of any legal controversy involving this provision.

## ARTICLE XX - NO STRIKE

- A. Strike Prohibited. Neither the Union nor any of its officers, agents, or City employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement.
- B. Union Action. Upon notification by the City to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately in writing order such members to return to work, provide the City with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue the orders and take the action require herein shall be considered in determining whether or not the Union caused or authorized the strike.

## ARTICLE XXI - SUNSHINE FUND

The Union shall control the funds of the sunshine fund and the expenditures.

## ARTICLE XXII - ENTIRE AGREEMENT

- A. Amendments. This agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. Waiver. The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunities as set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to in this Agreement, or any subject or matters that arose during bargaining, but which were not agreed to by the parties.
- C. Ordinances and Resolutions. All existing ordinances and resolutions of the Common Council affecting wages, hours and conditions of employment not inconsistent with this Agreement are incorporated herein by reference as though fully set forth. To the extent that the provisions of this Agreement are in conflict with the existing ordinances, resolutions or rules, such ordinances, resolutions or rules shall be modified to reflect the agreements herein contained.

## ARTICLE XXIII - SETTLEMENT OF PROHIBITED PRACTICE PROBLEMS

In the event either party desires to file a prohibited practice charge with the Wisconsin Employment Relations Commission against the other for any reason authorized under state law, it shall so notify the other party in writing by certified mail summarizing the specific details

surrounding the potential charge. Such charge may not be filed for a period of fifteen (15) days following delivery to the other party, and upon receipt of this notice the parties agree to meet and confer in an attempt to resolve the dispute during the fifteen (15) day period.

#### ARTICLE XXIV - TOOL ALLOWANCE

A tool allowance of \$300.00 shall be given to the following positions: Mechanic III, Mechanic II, and Mechanic I. The City shall not be responsible to replace any tool if a mechanic loans that tool to any other City employee and the tool is not returned.

A tool allowance of \$200.00 shall be given to the following positions: Facilities/Pool Technician, and Park Technician.

The tool allowance payment will be included on the second paycheck in January.

#### ARTICLE XXV - TRAINING PROGRAM

- A. The City will pay the cost of certification or recertification for Mechanic A.S.E. testing.
- B. Employees who take specific job-related courses of study upon the written consent of the Employer shall be reimbursed for the full cost of the tuition by the Employer, provided the employee shows evidence of satisfactory completion of such course of study.

#### ARTICLE XXVI - LIFE INSURANCE

The City agrees to pay the Employer's contribution to the State Group Life Insurance Plan.

#### ARTICLE XXVII - RESIDENCY

Effective 1-1-87 all employees hired after 1-1-87 must maintain their permanent residence within a twenty mile radius of the nearest City limit to his permanent residence. Employees hired prior to 1-1-87 shall have no restrictions as to their place of residence, however, any employee hired prior to 1-1-87 who changes his permanent place of residence after 1-1-90 must maintain his permanent residence within a twenty (20) mile radius of the nearest City limit to his permanent residence.

#### ARTICLE XXVIII - CLOTHING ALLOWANCE

Effective January 1, 2002, Street, Sanitation and Park Department employees will receive a clothing allowance credit of \$500.00 per calendar year for the purchase of work clothing and footwear (safety footwear is recommended) as specified by the City. Fleet Maintenance Department employees will receive \$250.00 for the purchase of footwear and outerwear. Fleet Maintenance, Street, Sanitation and Park Department employees are required to wear City specified clothing and footwear at all times they are on duty. Employees shall receive one-half of the clothing allowance on the second paycheck in January, and one-half of the clothing allowance on the second paycheck in June.

The clothing policy of April 1, 2000 shall be reinstated with the two changes: (a) No employee shall be allowed to wear shorts while on duty. (b) Boots shall be as proscribed by the City of Menasha safety policy. This policy shall not be changed for the duration of the 2007-2008 agreement.

#### ARTICLE XXIX - COMMERCIAL DRIVERS LICENSE

- A. The City will reimburse employees for the cost of obtaining and maintaining any CDL and endorsements required by the City that exceeds the cost of a Class D or M license, but not to include any costs for CDL replacement due to violations by the employee resulting in suspension, revocation, disqualification or out-of-service of the employee's CDL.
- B. Employees shall comply with all provisions of the Commercial Motor Vehicle Driver License Act 105. An employee's disqualification for a CDL will result in the layoff of the employee (with no bumping rights) unless the City determines alternate work is available.
- C. Work Rule Regarding Loss of Commercial Drivers License.
  - 1. Any employee who receives a citation for any offense that has a potential penalty of the suspension or revocation of driver's license shall notify the City of Menasha on the next business day that the 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 the City of Menasha 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 the 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 the City of Menasha on the next business day that the employee is regularly scheduled to work and provide a copy of such notice.
  - 5. In the event an employee suffers a suspension or revocation of driver's license that also suspends or revokes the employee's Commercial Driver's License, that employee shall be demoted to the position of Common Laborer or Park Laborer until the employee has a validly reinstated Commercial Driver's License.
  - 6. During such period of demotion, the employee shall be paid at the rate of a Common Laborer or Park Laborer at the longevity level the employee has previously attained.
  - 7. 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.
  - 8. The opportunity for an employee to be demoted and continue to work shall only apply to one member of Local 1035 at any given time. In the event one employee has

qualified for the opportunity under paragraph #5, the next employee who shall lose his Commercial Driver's License shall be laid off until the first regains a valid reinstated Commercial Driver's License. At that time, that second individual can qualify for the opportunity presented under paragraph 5. 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.

9. 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 termination.
10. Any employee who shall be permanently disqualified from holding a Commercial Driver's License shall be terminated.
11. Any employee who fails to provide the notice under paragraphs 1-4 may be terminated.
12. Notice under paragraphs 1-4 may be to the Street Superintendent, the Park Superintendent, Assistant Street Superintendent, Building Facilities Superintendent, Public Works Director, Park & Recreation Director, or Human Resources Director.

#### ARTICLE XXX - DURATION

This Agreement shall be effective on January 1, 2009 and shall remain in full force and effect until and including December 31, 2011 and shall be automatically renewed from year to year unless negotiations are instituted by September 1st.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 30<sup>th</sup> day of November, 2009 by:

CITY OF MENASHA

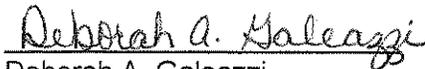
LOCAL 1035



Donald J. Merkes  
Mayor



John Quella  
Local 1035 President



Deborah A. Galeazzi  
City Clerk



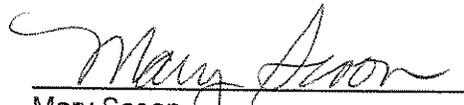
Bargaining Committee Member



Pamela A. Captain  
City Attorney



Bargaining Committee Member



Mary Scoon  
AFSCME Staff Representative

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LOCAL 1035 PAY RANGE							Increase:	2.0%
Year:		2009						
Effective January 1, 2009								
Dept	Classification	01-01-2009 Beginning	Beginning of 7th month	Beginning of 19th month	Beginning of 31st month	Beginning of 43rd month		
		Step 1	Step 2	Step 3	Step 4	Step 5		
Fleet								
Maintenance	Mechanic III	19.77	21.00	22.24	23.47	24.71		
	Mechanic II	19.27	20.48	21.68	22.89	24.09		
	Mechanic I	18.79	19.97	21.14	22.32	23.49		
Street								
	Traffic Technician	18.06	19.18	20.31	21.44	22.57		
	Heavy Equip Operator	18.06	19.18	20.31	21.44	22.57		
	Light Equip Operator	17.57	18.67	19.76	20.86	21.96		
	Sewer Equip Operator	17.57	18.67	19.76	20.86	21.96		
	Asst Sewer Equip Op	17.21	18.28	19.36	20.43	21.51		
	Truck Driver	17.21	18.28	19.36	20.43	21.51		
	Common Laborer	16.97	18.03	19.09	20.15	21.21		
Sanitation	Sanitation Workers	17.57	18.67	19.76	20.86	21.96		
Park								
	Facilities/Pool Technician	18.79	19.97	21.14	22.32	23.49		
	Park Technician	18.06	19.18	20.31	21.44	22.57		
	Park Caretaker	17.57	18.67	19.76	20.86	21.96		
	Cemetery Caretaker	17.57	18.67	19.76	20.86	21.96		
	Park Laborer	16.97	18.03	19.09	20.15	21.21		
	Park Laborer/Custodian	15.17	16.12	17.06	18.01	18.96		
Bridge	Bridge Tenders	14.82	15.75	16.68	17.60	18.53		

<b>LOCAL 1035 PAY RANGE</b>					Increase:	1.0%
<b>Year:</b>	<b>2009</b>					
<b>Effective July 1, 2009</b>						
<b>Dept</b>	<b>Classification</b>	<b>07-01-2009 Beginning</b>	<b>Beginning of 7th month</b>	<b>Beginning of 19th month</b>	<b>Beginning of 31st month</b>	<b>Beginning of 43rd month</b>
		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Fleet						
Maintenance	Mechanic III	19.97	21.22	22.46	23.71	24.96
	Mechanic II	19.46	20.68	21.90	23.11	24.33
	Mechanic I	18.98	20.16	21.35	22.53	23.72
Street						
	Traffic Technician	18.24	19.38	20.52	21.66	22.80
	Heavy Equip Operator	18.24	19.38	20.52	21.66	22.80
	Light Equip Operator	17.74	18.85	19.96	21.07	22.18
	Sewer Equip Operator	17.74	18.85	19.96	21.07	22.18
	Asst Sewer Equip Op	17.38	18.47	19.56	20.64	21.73
	Truck Driver	17.38	18.47	19.56	20.64	21.73
	Common Laborer	17.14	18.21	19.28	20.35	21.42
Sanitation	Sanitation Workers	17.74	18.85	19.96	21.07	22.18
Park						
	Facilities/Pool Technician	18.98	20.16	21.35	22.53	23.72
	Park Technician	18.24	19.38	20.52	21.66	22.80
	Park Caretaker	17.74	18.85	19.96	21.07	22.18
	Cemetery Caretaker	17.74	18.85	19.96	21.07	22.18
	Park Laborer	17.14	18.21	19.28	20.35	21.42
	Park Laborer/Custodian	15.32	16.28	17.24	18.19	19.15
Bridge	Bridge Tenders	14.98	15.91	16.85	17.78	18.72

LOCAL 1035 PAY RANGE							Increase:	1.0%
Year:		2010						
Effective January 1, 2010								
Dept	Classification	01-01-2010 Beginning	Beginning of 7th month	Beginning of 19th month	Beginning of 31st month	Beginning of 43rd month		
		Step 1	Step 2	Step 3	Step 4	Step 5		
Fleet								
Maintenance	Mechanic III	20.17	21.43	22.69	23.95	25.21		
	Mechanic II	19.66	20.88	22.11	23.34	24.57		
	Mechanic I	19.17	20.37	21.56	22.76	23.96		
Street								
	Traffic Technician	18.42	19.58	20.73	21.88	23.03		
	Heavy Equip Operator	18.42	19.58	20.73	21.88	23.03		
	Light Equip Operator	17.92	19.04	20.16	21.28	22.40		
	Sewer Equip Operator	17.92	19.04	20.16	21.28	22.40		
	Asst Sewer Equip Op	17.56	18.66	19.76	20.85	21.95		
	Truck Driver	17.56	18.66	19.76	20.85	21.95		
	Common Laborer	17.30	18.39	19.47	20.55	21.63		
Sanitation	Sanitation Workers	17.92	19.04	20.16	21.28	22.40		
Park								
	Facilities/Pool Technician	19.17	20.37	21.56	22.76	23.96		
	Park Technician	18.42	19.58	20.73	21.88	23.03		
	Park Caretaker	17.92	19.04	20.16	21.28	22.40		
	Cemetery Caretaker	17.92	19.04	20.16	21.28	22.40		
	Park Laborer	17.30	18.39	19.47	20.55	21.63		
	Park Laborer/Custodian	15.47	16.44	17.41	18.37	19.34		
Bridge	Bridge Tenders	15.13	16.07	17.02	17.96	18.91		

LOCAL 1035 PAY RANGE						Increase:	1.0%	
Year:		2010						
Effective December 31, 2010								
Dept	Classification	12-31-2010 Beginning	Beginning of 7th month	Beginning of 19th month	Beginning of 31st month	Beginning of 43rd month		
		Step 1	Step 2	Step 3	Step 4	Step 5		
Fleet	Mechanic III	20.37	21.64	22.91	24.19	25.46		
	Mechanic II	19.86	21.10	22.34	23.58	24.82		
	Mechanic I	19.36	20.57	21.78	22.99	24.20		
Street	Traffic Technician	18.61	19.77	20.93	22.10	23.26		
	Heavy Equip Operator	18.61	19.77	20.93	22.10	23.26		
	Light Equip Operator	18.10	19.23	20.36	21.49	22.62		
	Sewer Equip Operator	18.10	19.23	20.36	21.49	22.62		
	Asst Sewer Equip Op	17.74	18.84	19.95	21.06	22.17		
	Truck Driver	17.74	18.84	19.95	21.06	22.17		
	Common Laborer	17.48	18.57	19.67	20.76	21.85		
Sanitation	Sanitation Workers	18.10	19.23	20.36	21.49	22.62		
Park	Facilities/Pool Technician	19.36	20.57	21.78	22.99	24.20		
	Park Technician	18.61	19.77	20.93	22.10	23.26		
	Park Caretaker	18.10	19.23	20.36	21.49	22.62		
	Cemetery Caretaker	18.10	19.23	20.36	21.49	22.62		
	Park Laborer	17.48	18.57	19.67	20.76	21.85		
	Park Laborer/Custodian	15.62	16.60	17.58	18.55	19.53		
Bridge	Bridge Tenders	15.28	16.24	17.19	18.15	19.10		

LOCAL 1035 PAY RANGE							Increase:	1.0%
Year:		2011						
Effective January 1, 2011								
Dept	Classification	01-01-2011 Beginning	Beginning of 7th month	Beginning of 19th month	Beginning of 31st month	Beginning of 43rd month		
		Step 1	Step 2	Step 3	Step 4	Step 5		
Fleet	Mechanic III	20.57	21.85	23.14	24.42	25.71		
	Mechanic II	20.06	21.31	22.56	23.82	25.07		
	Mechanic I	19.55	20.77	22.00	23.22	24.44		
Street	Traffic Technician	18.79	19.97	21.14	22.32	23.49		
	Heavy Equip Operator	18.79	19.97	21.14	22.32	23.49		
	Light Equip Operator	18.28	19.42	20.57	21.71	22.85		
	Sewer Equip Operator	18.28	19.42	20.57	21.71	22.85		
	Asst Sewer Equip Op	17.91	19.03	20.15	21.27	22.39		
	Truck Driver	17.91	19.03	20.15	21.27	22.39		
	Common Laborer	17.66	18.76	19.86	20.97	22.07		
Sanitation	Sanitation Workers	18.28	19.42	20.57	21.71	22.85		
Park	Facilities/Pool Technician	19.55	20.77	22.00	23.22	24.44		
	Park Technician	18.79	19.97	21.14	22.32	23.49		
	Park Caretaker	18.28	19.42	20.57	21.71	22.85		
	Cemetery Caretaker	18.28	19.42	20.57	21.71	22.85		
	Park Laborer	17.66	18.76	19.86	20.97	22.07		
	Park Laborer/Custodian	15.78	16.77	17.76	18.74	19.73		
Bridge	Bridge Tenders	15.43	16.40	17.36	18.33	19.29		

LOCAL 1035 PAY RANGE							Increase:	1.0%
Year:		2011						
Effective July 1, 2011								
Dept	Classification	07-01-2011 Beginning	Beginning of 7th month	Beginning of 19th month	Beginning of 31st month	Beginning of 43rd month		
		Step 1	Step 2	Step 3	Step 4	Step 5		
Fleet								
Maintenance	Mechanic III	20.78	22.07	23.37	24.67	25.97		
	Mechanic II	20.26	21.52	22.79	24.05	25.32		
	Mechanic I	19.74	20.98	22.21	23.45	24.68		
Street								
	Traffic Technician	18.98	20.16	21.35	22.53	23.72		
	Heavy Equip Operator	18.98	20.16	21.35	22.53	23.72		
	Light Equip Operator	18.46	19.62	20.77	21.93	23.08		
	Sewer Equip Operator	18.46	19.62	20.77	21.93	23.08		
	Asst Sewer Equip Op	18.09	19.22	20.35	21.48	22.61		
	Truck Driver	18.09	19.22	20.35	21.48	22.61		
	Common Laborer	17.83	18.95	20.06	21.18	22.29		
Sanitation	Sanitation Workers	18.46	19.62	20.77	21.93	23.08		
Park								
	Facilities/Pool Technician	19.74	20.98	22.21	23.45	24.68		
	Park Technician	18.98	20.16	21.35	22.53	23.72		
	Park Caretaker	18.46	19.62	20.77	21.93	23.08		
	Cemetery Caretaker	18.46	19.62	20.77	21.93	23.08		
	Park Laborer	17.83	18.95	20.06	21.18	22.29		
	Park Laborer/Custodian	15.94	16.94	17.94	18.93	19.93		
Bridge	Bridge Tenders	15.58	16.56	17.53	18.51	19.48		

LOCAL 1035 PAY RANGE							Increase:	1.0%
Year:		2011						
Effective December 31, 2011								
Dept	Classification	12-31-2011 Beginning	Beginning of 7th month	Beginning of 19th month	Beginning of 31st month	Beginning of 43rd month		
		Step 1	Step 2	Step 3	Step 4	Step 5		
Fleet								
Maintenance	Mechanic III	20.98	22.30	23.61	24.92	26.23		
	Mechanic II	20.46	21.73	23.01	24.29	25.57		
	Mechanic I	19.94	21.19	22.44	23.68	24.93		
Street								
	Traffic Technician	19.17	20.37	21.56	22.76	23.96		
	Heavy Equip Operator	19.17	20.37	21.56	22.76	23.96		
	Light Equip Operator	18.65	19.81	20.98	22.14	23.31		
	Sewer Equip Operator	18.65	19.81	20.98	22.14	23.31		
	Asst Sewer Equip Op	18.27	19.41	20.56	21.70	22.84		
	Truck Driver	18.27	19.41	20.56	21.70	22.84		
	Common Laborer	18.01	19.13	20.26	21.38	22.51		
Sanitation	Sanitation Workers	18.65	19.81	20.98	22.14	23.31		
Park								
	Facilities/Pool Technician	19.94	21.19	22.44	23.68	24.93		
	Park Technician	19.17	20.37	21.56	22.76	23.96		
	Park Caretaker	18.65	19.81	20.98	22.14	23.31		
	Cemetery Caretaker	18.65	19.81	20.98	22.14	23.31		
	Park Laborer	18.01	19.13	20.26	21.38	22.51		
	Park Laborer/Custodian	16.10	17.11	18.12	19.12	20.13		
Bridge	Bridge Tenders	15.74	16.72	17.70	18.69	19.67		

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CITY OF MENASHA HMO1\_C  
HMO PLAN  
SUMMARY OF MEMBER RESPONSIBILITY TABLE

**This Summary reflects your member copayments and other out-of-pocket expenses.**

Out-of-pocket expenses incurred to satisfy deductible and coinsurance, apply toward the out-of-pocket limit when the services are provided by a Network Health Plan participating provider.

The following will not apply toward the out-of-pocket limit: copayments, non-covered services and denied benefits when prior authorization is not obtained.

<b>Maximum Policy Benefit:</b>	<b>\$5,000,000 per Member per Lifetime</b>
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This is a summary of your health care coverage.

All benefits are subject to the terms of your policy. Please refer to your Certificate of Coverage and any applicable Riders for detailed benefit information, restrictions, limitations and exclusions that apply to that coverage.

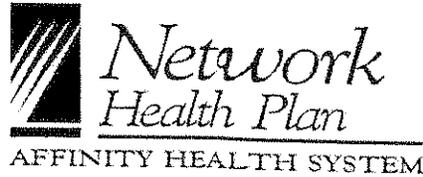
Please contact Network Health Plan's Customer Service Department at 1-800-826-0940 for assistance in understanding your health care benefits.

HMO Plans underwritten by Network Health Plan  
POS plans underwritten by Network Health Insurance Corporation and Network Health Plan

Services	Benefits	Member Responsibility	
Preventive Health	• Child Preventive Visit	No Charge	
	• Adult Preventive Visit	No Charge	
	• Immunizations	No Charge	
	• Routine Mammography	No Charge	
	• Routine Vision Exam	\$10 Copay per visit	
Physician and Practitioner Services	• Primary Care Practitioner Home & Office Visits	\$10 Copay per visit	
	• Specialist Home & Office Visits	\$10 Copay per visit	
	• Primary Care Practitioner Inpatient Visits	No Charge	
	• Specialist Inpatient Visits	No Charge	
	• Allergy Immunizations	No Charge	
	• Accidental Dental Services	No Charge	
	• Radiation/Chemotherapy Services	No Charge	
	• Dialysis Services	No Charge	
	• Surgery & Anesthesiology Services	No Charge	
	• Maternity Care	No Charge	
	• Chiropractic Office Visits & Manipulations	\$10 Copay per visit	
	• Medications Administered in a Physician's Office	Please refer to your Prescription Drug Rider	
	Diagnostic Services	• X-Ray, Lab, Pathology Practitioners office or outpatient	No Charge
		• Diagnostic Mammography Services Practitioners office or outpatient	No Charge
• PET Scans, MRIs, MRA's, CT Scans		No Charge	
• Stress Tests		No Charge	
• Ultrasounds/ Echocardiograms		No Charge	
Hospital Services	• Inpatient Hospital	No Charge	
	• Outpatient Services or Procedures Including Cardiac Rehabilitation	No Charge	
	• Ambulatory Surgical Center	No Charge	
Rehabilitation Services	• Therapy – Physical/Occupational/Speech	\$10 Copay per visit	
Home Health Care		No Charge	
Hospice Care		No Charge	

Services	Benefits	Member Responsibility
Durable Medical Equipment		No Charge
Medical Supplies	Including insulin pump supplies	No Charge
Behavioral Health Mental Health and Chemical Dependency Services	• Inpatient Limited to 10 days per Benefit year	No Charge
	• Transitional Limited to 20 days per Benefit year	No Charge
	• Outpatient Limited to 20 visits per Benefit year	No Charge
Ambulance Services	• Land and Air	No Charge
Emergency/Urgent Care	• Emergency Room Services	\$50 Copay per visit
	• Urgent Care	\$10 Copay per visit
Health Education Programs	Please refer to Certificate of Coverage for list of benefits & limitations	No Charge
Diabetic Supplies	Please refer to the Prescription Summary of Member Responsibility Table	
Prescription Drugs:	Please see the Prescription Summary of Member Responsibility Table for prescription drug information, including medications administered in the Office or Outpatient setting.	

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**BPL 50008 – HMO  
 PRESCRIPTION BENEFIT SUMMARY OF MEMBER RESPONSIBILITY TABLE**

<b>PRESCRIPTION DRUGS, CONTRACEPTIVES, INSULIN, AND DIABETIC SUPPLIES:</b>	
a. Retail Pharmacy	<p>Prescription drugs, contraceptives, insulin, and diabetic supplies prescribed by a NHP participating practitioner and dispensed through a NHP participating retail pharmacy:</p> <p style="margin-left: 40px;">Tier 1      \$10 copayment per prescription or refill</p> <p style="margin-left: 40px;">Tier 2      \$25 copayment per prescription or refill</p> <p style="margin-left: 40px;">Tier 3      \$50 copayment per prescription or refill</p> <p>All prescriptions, or refills, can be dispensed in quantities up to a 31 day supply. In addition:</p> <ul style="list-style-type: none"> <li>• Contraceptives can be filled in quantities up to an 84 day supply (copayment required for each 28 day supply)</li> <li>• Insulin and diabetic supplies can be filled in quantities up to a 91 day supply (copayment required for each 31 day supply)</li> </ul> <p>Diabetic supplies refers to, for example, alcohol swabs/wipes, lancets, lancet devices, insulin syringes and needles, glucose monitors/meters, glucose control solutions, and blood and urine glucose and ketone test strips.</p> <p>For insulin pump supplies, please refer to your medical supply benefit.</p>
b. Mail Order Pharmacy	<p>Prescription drugs, contraceptives, insulin, and diabetic supplies prescribed by a NHP participating practitioner and dispensed through a NHP participating mail order pharmacy in quantities up to a 91 day supply:</p> <p style="margin-left: 40px;">Tier 1      \$25 copayment per prescription or refill</p> <p style="margin-left: 40px;">Tier 2      \$60 copayment per prescription or refill</p> <p style="margin-left: 40px;">Tier 3      \$150 copayment per prescription or refill</p> <p>NOTE: Tier 4 drugs (preferred specialty products) and Tier 5 drugs (non-preferred specialty products) are not available through the mail order pharmacy.</p>

**SPECIALTY PRODUCTS (Please refer to Chapter 19 of the NHP Preferred Drug List):**

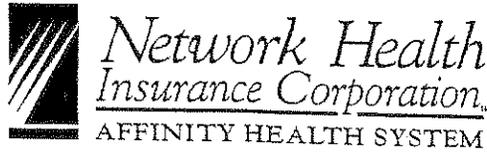
c. Specialty Pharmacy	Specialty Products prescribed by a NHP participating practitioner and dispensed through a NHP participating specialty pharmacy in quantities up to a 31-day supply:  Preferred Specialty Products (Tier 4)      \$50 copayment per prescription or refill  Non-Preferred Specialty Products (Tier 5)      \$80 copayment per prescription or refill
d. Practitioner's Office	Specialty Products prescribed by a NHP participating practitioner and administered in a NHP participating practitioner's office:  Preferred Specialty Products (Tier 4)      \$50 copayment per administration  Non-Preferred Specialty Products (Tier 5)      \$80 copayment per administration

All benefits are subject to the terms, limitations and exclusions of the Policy, Summary of Member Responsibility Table, Certificate of Coverage, and any applicable Riders. Network Health Plan's coverage includes benefits for all state mandated benefits. Please refer to your Certificate of Coverage and any applicable Riders for detailed benefit information, eligible services and coverage guidelines.

Copayments for Non-Specialty injectable medications administered in a NHP participating practitioner's office are covered under the medical benefit and will follow the copays outlined above in Section a. Retail Pharmacy.

If the practitioner indicates "Dispense As Written", or if the member requests the brand name product for a medication where a generic is available, the member must pay the applicable copayment/coinsurance plus the ancillary charge. The ancillary charge is the cost difference between the brand name product and the generic product. When generic substitution conflicts with state regulations or restrictions the pharmacist must gain approval from the prescriber to use the generic equivalent.

To receive a copy of the Network Health Plan Preferred Drug List, please call Customer Service at 1-800-826-0940, or visit [www.networkhealth.com](http://www.networkhealth.com).



**CITY OF MENASHA POS2\_C  
POINT OF SERVICE PLAN  
SUMMARY OF MEMBER RESPONSIBILITY TABLE**

This Summary reflects your member copayments and other out-of-pocket expenses.

Out-of-pocket expenses incurred to satisfy deductible and coinsurance, apply toward the In-Network out-of-pocket limit when the services are provided by a Network Health Plan Participating Provider.

Out-of-pocket expenses incurred when the services are not provided by a Network Health Plan Participating Provider will apply toward the out of network benefits.

The following will not apply towards the out-of-pocket limit: copayments, non-covered services, denied benefits, and the benefit reduction amount when prior authorization is not obtained.

<b>IN-NETWORK</b>	
<b>Annual Deductible:</b>	\$250 per Member and \$500 per Family each Benefit year
<b>Member's Coinsurance:</b>	10% of Eligible Expenses, unless otherwise specified
<b>Out-of-Pocket Limit:</b>	\$500 per Member and \$1,000 per Family each Benefit year

<b>OUT-OF-NETWORK:</b>	Coverage for Out-of-Network services which require Prior Authorization as listed in your Point of Service Plan Rider will have a 10% benefit reduction if the services are not Prior Authorized.
<b>Annual Deductible:</b>	\$500 per Member and \$1,000 per Family each Benefit year
<b>Member's Coinsurance:</b>	30% of Eligible Expenses, unless otherwise specified
<b>Out of Pocket Limit:</b>	\$1,500 per Member and \$3,000 per Family each Benefit year

<b>Maximum Policy Benefit:</b> In-Network & Out-of-Network benefits combined	\$5,000,000 per Member per Lifetime
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This is a summary of your health care coverage.

All benefits are subject to the terms of your policy. Please refer to your Certificate of Coverage and any applicable Riders for detailed benefit information, restrictions, limitations and exclusions that apply to that coverage.

Please contact Network Health Plan's Customer Service Department at 1-800-826-0940 for assistance in understanding your health care benefits.

Services	Benefits	Member Responsibility	
		In-Network	Out-of-Network
Preventive Health	• Child Preventive Visit	No Charge	Deductible/Coinsurance
	• Adult Preventive Visit	No Charge	Deductible/Coinsurance
	• Immunizations	No Charge	Deductible/Coinsurance
	• Routine Mammography	No Charge	Deductible/Coinsurance
	• Routine Vision Exam	\$15 Copay per visit	Deductible/Coinsurance
Physician and Practitioner Services	• Primary Care Practitioner Home & Office Visits	\$15 Copay per visit	Deductible/Coinsurance
	• Specialist Home & Office Visits	\$15 Copay per visit	Deductible/Coinsurance
	• Primary Care Practitioner Inpatient Visits	No Charge	Deductible/Coinsurance
	• Specialist Inpatient Visits	No Charge	Deductible/Coinsurance
	• Allergy Immunizations	No Charge	Deductible/Coinsurance
	• Accidental Dental Services	No Charge	No Charge
	• Radiation/Chemotherapy Services	No Charge	Deductible/Coinsurance
	• Dialysis Services	No Charge	Deductible/Coinsurance
	• Surgery & Anesthesiology Services	No Charge	Deductible/Coinsurance
	• Maternity Care	No Charge	Deductible/Coinsurance
	• Chiropractic Office Visits & Manipulations	\$15 Copay per visit	Deductible/Coinsurance
	• Medications Administered in a Physician's Office	Please refer to your Prescription Drug Rider	
Diagnostic Services	• X-Ray, Lab, Pathology Practitioners office or outpatient	No Charge	Deductible/Coinsurance
	• Diagnostic Mammography Services Practitioners office or outpatient	No Charge	Deductible/Coinsurance
	• PET Scans, MRIs, MRA's, CT Scans	No Charge	Deductible/Coinsurance
	• Stress Tests	No Charge	Deductible/Coinsurance
	• Ultrasounds/ Echocardiograms	No Charge	Deductible/Coinsurance
Hospital Services	• Inpatient Hospital	Deductible/Coinsurance	Deductible/Coinsurance
	• Outpatient Services or Procedures Including Cardiac Rehabilitation	Deductible/Coinsurance	Deductible/Coinsurance
	• Ambulatory Surgical Center	Deductible/Coinsurance	Deductible/Coinsurance
Rehabilitation Services	• Therapy – Physical/Occupational/Speech	\$15 Copay per visit	Deductible/Coinsurance
Home Health Care		No Charge	Deductible/Coinsurance

Services	Benefits	Member Responsibility	
		In-Network	Out-of-Network
Hospice Care		No Charge	Deductible/Coinsurance
Durable Medical Equipment		Deductible/Coinsurance	Deductible/Coinsurance
Medical Supplies	Including insulin pump supplies	No Charge	Deductible/Coinsurance
Behavioral Health Mental Health & Chemical Dependency Services	• Inpatient Limited to 10 days per Benefit year	No Charge	Deductible/Coinsurance
	• Transitional Limited to 20 days per Benefit year	No Charge	Deductible/Coinsurance
	• Outpatient Limited to 20 days per Benefit year	No Charge	Deductible/Coinsurance
Ambulance Services	• Land and Air	No Charge	
Emergency/Urgent Care	• Emergency Room Services	\$50 Copay per visit	
	• Urgent Care	\$15 Copay per visit	Deductible/Coinsurance
Health Education Programs	Please refer to the Certificate of Coverage for list of benefits & limitations	No Charge	Not Covered
Diabetic Supplies	Please refer to the Prescription Summary of Member Responsibility Table		
Prescription Drugs:	Please see the Prescription Summary of Member Responsibility Table for prescription drug information, including medications administered in the Office or Outpatient setting.		

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**BPL 50009 – POS  
PRESCRIPTION BENEFIT SUMMARY OF MEMBER RESPONSIBILITY TABLE**

**NOTE: Prescriptions dispensed through a non-participating pharmacy are not covered.**

<b>PRESCRIPTION DRUGS, CONTRACEPTIVES, INSULIN, AND DIABETIC SUPPLIES:</b>	
a. Retail Pharmacy	<p>Prescription drugs, contraceptives, insulin, and diabetic supplies prescribed by a NHP participating OR non-participating practitioner, and dispensed through a NHP participating retail pharmacy:</p> <p style="margin-left: 40px;">Tier 1      \$10 copayment per prescription or refill</p> <p style="margin-left: 40px;">Tier 2      \$25 copayment per prescription or refill</p> <p style="margin-left: 40px;">Tier 3      \$50 copayment per prescription or refill</p> <p>All prescriptions, or refills, can be dispensed in quantities up to a 31 day supply. In addition:</p> <ul style="list-style-type: none"> <li>• Contraceptives can be filled in quantities up to an 84 day supply (copayment required for each 28 day supply)</li> <li>• Insulin and diabetic supplies can be filled in quantities up to a 91 day supply (copayment required for each 31 day supply)</li> </ul> <p>Diabetic supplies refers to, for example, alcohol swabs/wipes, lancets, lancet devices, insulin syringes and needles, glucose monitors/meters, glucose control solutions, and blood and urine glucose and ketone test strips.</p> <p>For insulin pump supplies, please refer to your medical supply benefit.</p>
b. Mail Order Pharmacy	<p>Prescription drugs, contraceptives, insulin, and diabetic supplies prescribed by a NHP participating OR non-participating practitioner, and dispensed through a NHP participating mail order pharmacy in quantities up to a 91 day supply:</p> <p style="margin-left: 40px;">Tier 1      \$ 25 copayment per prescription or refill</p> <p style="margin-left: 40px;">Tier 2      \$ 60 copayment per prescription or refill</p> <p style="margin-left: 40px;">Tier 3      \$150 copayment per prescription or refill</p> <p>NOTE: Tier 4 drugs (preferred specialty products) and Tier 5 drugs (non-preferred specialty products) are not available through the mail order pharmacy.</p>

**SPECIALTY PRODUCTS (Please refer to Chapter 19 of the NHP Preferred Drug List):**

<p>c. Specialty Pharmacy</p>	<p>Specialty Products prescribed by a NHP participating OR non-participating practitioner, and dispensed through a NHP participating specialty pharmacy in quantities up to a 31 day supply:</p> <p>Preferred Specialty Products (Tier 4)      \$50 copayment per prescription or refill</p> <p>Non-Preferred Specialty Products (Tier 5)      \$80 copayment per prescription or refill</p>
<p>d. Practitioner's Office</p>	<p>Specialty Products prescribed by a NHP participating OR non-participating practitioner, and administered in a NHP participating OR non-participating practitioner's office:</p> <p>Preferred Specialty Products (Tier 4)      \$50 copayment per administration</p> <p>Non-Preferred Specialty Products (Tier 5)      \$80 copayment per administration</p>

All benefits are subject to the terms, limitations and exclusions of the Policy, Summary of Member Responsibility Table, Certificate of Coverage, and any applicable Riders. Network Health Plan's coverage includes benefits for all state mandated benefits. Please refer to your Certificate of Coverage and any applicable Riders for detailed benefit information, eligible services and coverage guidelines.

Copayments for Non-Specialty injectable medications administered in a NHP participating practitioner OR non-participating practitioner's office are covered under the medical benefit and will follow the copays outlined above in Section a. Retail Pharmacy.

If the practitioner indicates "Dispense As Written", or if the member requests the brand name product for a medication where a generic is available, the member must pay the applicable copayment/coinsurance plus the ancillary charge. The ancillary charge is the cost difference between the brand name product and the generic product. When generic substitution conflicts with state regulations or restrictions the pharmacist must gain approval from the prescriber to use the generic equivalent.

To receive a copy of the Network Health Plan Preferred Drug List, please call Customer Service at 1-800-826-0940, or visit [www.networkhealth.com](http://www.networkhealth.com).

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