



**APPLETON**  
HOME OF HONORED VETERANS *Minnesota*

CTY OF APPLETON

NON-UNION PERSONNEL POLICY

## TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS .....	1
ARTICLE 2 - HOURS OF WORK.....	1
ARTICLE 3 - OVERTIME/COMPENSATORY TIME.....	1
ARTICLE 4 - PROBATIONARY PERIOD.....	4
ARTICLE 5 - HEALTH/DENTAL INSURANCE.....	4
ARTICLE 6 - VACATION TIME.....	5
ARTICLE 7 - LEAVE.....	6
ARTICLE 8 - HOLIDAYS.....	7
ARTICLE 9 - DISCIPLINARY PROCEDURES.....	8
ARTICLE 10 - GRIEVANCE PROCEDURES.....	9
ARTICLE 11 - ABSENCES FROM WORK.....	11
ARTICLE 12 - WAGES.....	11
ARTICLE 13 - SEVERANCE PAY.....	11
ARTICLE 14 - NON-DISCRIMINATION.....	11
ARTICLE 15 - TUITION REIMBURSEMENT.....	12
ARTICLE 16 - SALARY DEFERRAL PLAN.....	12
ARTICLE 17 - CHILDCARE CONTRIBUTION.....	12
ARTICLE 18 - WAIVER.....	12
ARTICLE 19 - SAVINGS CLAUSE.....	13
ARTICLE 20 - TERM.....	13

## ARTICLE 1. DEFINITIONS

- 1.1 **EMPLOYEE:** A person employed by the EMPLOYER and assigned to a job classification.
- 1.2 **PROBATIONARY EMPLOYEE:** Employee who has not completed the probationary period.
- 1.3 **REGULAR EMPLOYEE:** Employee who has completed the probationary period.
- a. Regular employee shall be defined as full-time employment and all benefits described here within this POLICY shall be awarded to any non-EMPLOYEE employee working forty (40) hours per week and 2,080 hours per year.
  - b. Any non-EMPLOYEE employee working a minimum of thirty-two (32) hours per week and 1,664 hours per year for the first year, will qualify for 80% benefits the second year and any consecutive years of employment applied to this section.
- 1.4 **EMPLOYER:** The City of Appleton.

## ARTICLE 2. HOURS OF WORK

- 2.1 The EMPLOYER shall be the sole authority in determining work schedules.

## Article 3. OVERTIME/COMP TIME

The City of Appleton has established this overtime policy to comply with applicable state and federal laws governing accrual and use of overtime. The City Administrator will determine whether each employee is designated as “exempt” or “non-exempt” from earning overtime. In general, employees in executive, administrative and professional job classes are exempt; all others are non-exempt.

### **A. Non-Exempt (Overtime and Compensatory time eligible) Employees**

All overtime-eligible employees will be compensated at the rate of time and one-half for all hours worked over 40 in one workweek. Vacation, sick leave and paid holidays do not count toward “hours worked”. Compensation will take the form of either time and one-half pay or compensatory time. Compensatory time is paid time off at the rate of one and one-half hours off for each hour of overtime worked.

Overtime earned will be paid at the rate of time and one-half on the next regularly scheduled payroll date, unless the employee and the City Administrator mutually agree in advance that the overtime will be banked as compensatory time in lieu of payment.

However, the employee may indicate on his/her timesheet that the overtime earned is to be recorded as compensatory time in lieu of payment. In this case, all compensatory earned during a year will be paid to the hourly by the end of the year at the hour pay rate the employee is earning at that time.

The maximum compensatory time accumulation is 80 hours per calendar year unless a lower amount is established by the City Council. Once an employee has earned 80 hours of compensatory time in a calendar year, no further compensatory time may accrue in that calendar year. Only 90% of compensatory time accrued may be carried forward to another calendar year. A maximum of 240 hours of compensatory time may be accrued. All further overtime will be paid.

Employees may request and use compensatory time off in the same manner as other leave requests.

All compensatory time will be marked as such on official timesheets, both when it is earned and when it is used. The City Accounting Officer will maintain compensatory time records. All compensatory time accrued will be paid when the employee leaves city employment at the hourly pay rate the employee is earning at that time.

#### **B. Exempt (Overtime in-eligible and Compensatory time eligible) Employees**

Exempt employees are expected to work whatever hours are necessary in order to meet the performance expectations outlined by their supervisors. Generally, to meet these expectations, and for reasons of public accountancy, an exempt employee will need to work 40 or more hours per week. Exempt employees do not receive extra pay for the hours worked over 40 in one workweek.

Exempt employees are paid on a salary basis. This means that they receive a predetermined amount of pay each pay period and are not paid by the hour. Their pay does not vary based on the quality or quantity of work performed, and they receive their full weekly salary for any week in which any work is performed. All exempt employees will be paid a salary of at least \$684 per week; however, exempt computer employees can be paid either \$684/week or \$27.63 an hour.

[Reference: <https://www.dol.gov/agencies/whd/fact-sheets/17e-overtime-computer>]

#### **C. Exempt Deductions**

The City of Appleton will only make deductions from the weekly salary of an exempt employee in the following situations:

- The employee is in a position that does not earn vacation or personal leave and is absent for a day or more for personal reasons other than sickness or disability;
- The employee is in a position that earns sick leave, receives a short-term disability benefit or workers' compensation wage loss benefits and is absent for a full day due to sickness or disability, but he is either not yet qualified to use the paid leave or he has exhausted all of his paid leave.
- The employee is absent for a full workweek and, for whatever reason, the absence is not charged to paid leave (for example, a situation where the employee has exhausted all of his

or her paid leave, or a situation where the employee does not earn paid leave).

- The very first workweek or the very last workweek of employment with the city in which the employee does not work a full week. In this case, the city will prorate the employee's salary based on the time actually worked.
- The employee is in a position that earns paid leave and is absent for a partial day due to personal reasons, illness or injury, but:
  - Paid leave has not been requested or has been denied;
  - Paid leave is exhausted;
  - The employee has specifically requested unpaid leave;
- The employee is suspended without pay for a full- or partial-day for violating safety rules of major significance. Safety rules of major significance include those relating to the prevention of serious danger in the workplace or to other employees.
- The employee is suspended without pay for a full day or more for disciplinary reasons for violations of any written policy that is applied to all employees.
- The employee takes unpaid leave under the Family and Medical Leave Act (FMLA).

The City of Appleton will not make deductions from pay due to exempt employees being absent for jury duty or attendance as a witness but will require the employee to pay back to the city any amounts received by the employee as jury fees or witness fees.

An employee who believes an improper deduction has been made to his/her salary should immediately report this information to their direct supervisor or to the City Administrator.

If the city inadvertently makes an improper deduction to the weekly salary of an exempt employee, the City will promptly investigate and if it is determined that an improper deduction has occurred, the employee will be promptly reimbursed. The city will also make appropriate changes to comply in the future.

#### **D. Overtime Work Requirement**

All employees, in all departments, are required to work overtime as requested by their supervisors as a condition of continued employment. Refusal to work overtime may result in disciplinary action. Supervisors will make reasonable efforts to balance the personal needs of their employees when assigning overtime work.

#### **3.1 UNION AGREEMENTS**

Where there is a conflict between this policy and an AGREEMENT with an employee union, the union agreement shall take precedence. However, where the union agreement does not address a specific practice or issue, this policy shall take precedence.

#### **3.2 Improper Deduction and Overpayment**

If an employee believes that an improper deduction or overpayment, or another type of error, has been made, he/she should immediately contact his/her supervisor. If the City determines it has made an improper deduction from a paycheck, it will reimburse the employee for the improper amount deducted and take good faith measures to prevent improper deductions from being made in the future.

In cases of improper overpayments, employees are required to promptly repay the City in the amount of the overpayment. The employee can write a personal check or authorize a reduction in pay to cover the repayment. The city will not reduce an employee's pay without written authorization by the employee. Once the overpayment has been recovered in full, the employee's year to date earnings and taxes will be adjusted (so that the year's Form W-2 is correct) and the paying department will receive the corresponding credit. When an overpayment occurs, the repayment must be made within the same tax year.

In the exceptional situation where the overpayment occurs in one tax year and is not discovered until the next year, the overpayment must be repaid in the year it is discovered, but there will be additional steps and paperwork required. Any overpayments not repaid in full within the calendar year of the overpayment are considered "prior year overpayments" and the employee must repay not only for the net amount of the overpayment, but also the federal and state taxes the City has paid on their behalf. The city is able to recover the overpaid Social Security and Medicare taxes. Accordingly, the city will not require the employee to repay those taxes provided the employee provides a written statement that he/she will not request a refund of the taxes. The overpayment amount will remain taxable in the year of the overpayment since the employee had access to the funds. The employee is not entitled to file an amended tax return for the year but may be entitled to a deduction or credit with respect to the repayment in the year of repayment. Employees should contact their tax advisors for additional information.

### **3.3 Direct Deposit**

As provided for in Minnesota law, all employees are required to participate in direct deposit. Employees are responsible for notifying the city administrator of any change in status, including changes in address, phone number, names of beneficiaries, marital status, etc.

## **ARTICLE 4. PROBATIONARY PERIOD**

- 4.1 Original Employment. All original hires or rehires, following separation from employment, shall serve a six (6) continuous month probationary period.
- a. Employees may be terminated during the probationary period at the discretion of the EMPLOYER.
  - b. During the probationary period, employees shall earn sick leave and vacation as established but shall not be eligible to take a vacation until completion of the probationary period.
  - c. Employees shall have no seniority status during the probationary period. Employees shall be assigned a seniority date as of their first day of continuous employment.

## **ARTICLE 5. INSURANCE**

- 5.1 **Medical Insurance** - The EMPLOYER shall provide a hospital medical/surgical insurance

program for each regular EMPLOYEE. The proportion for health insurance premium contributions from the EMPLOYER and the EMPLOYEE shall be approximately a 90/10 split with the EMPLOYER providing up to a maximum of \$2,000 per month for family premium and \$1,200 per month for single premium for each EMPLOYEE. The EMPLOYER and the EMPLOYEE shall share equally any increases in the monthly premium costs in excess of the employer maximums listed above.

- 5.2 **Dental Insurance** - The proportion for dental insurance premium contributions from the EMPLOYER and the EMPLOYEE shall be approximately a 90/10 split with the EMPLOYER providing up to a maximum of \$1,000 per month for family premium and \$1,000 per month for single premium for each EMPLOYEE, provided that the requisite number of EMPLOYEE's participate in dental insurance as required by the insurance carrier.
- 5.3 In addition, the EMPLOYER and the EMPLOYEE shall share equally the inpatient deductible for the life of this POLICY.
- 5.4 The EMPLOYER will provide and pay the entire premium for Life Insurance in the amount of the EMPLOYEE's annual salary based on the EMPLOYEE's hourly wage as of January 1st times 2,080 hours. The life insurance is available in \$5,000.00 increments. The EMPLOYER will provide life insurance to the \$5,000.00 increment, which exceeds the employee's annual salary.

## ARTICLE 6. VACATIONS

- 6.1 Hours worked for vacation computation shall be based on 2,080 hours per year. Regular employees shall earn vacation on the following basis:

<u>Years of Service</u>	<u>Vacation Time Earned (hours)</u>
Year 1 of Service	May Earn up to 40 hours Vacation
Year 2 of Service	May Earn up to 80 hours Vacation
Year 7 of Service	May Earn up to 120 hours Vacation
Year 12 of Service	May Earn up to 160 hours Vacation
Year 20 of Service	May Earn up to 200 hours Vacation

- 6.2 Vacation periods shall be set with preference as to vacation dates in accordance with seniority, provided vacation request are made in writing on or before April 1st. After April 1st the EMPLOYER agrees to make reasonable effort to schedule major vacations at times requested by employees provided that two (2) weeks advance notice is given. Vacation dates requested after April 1st shall be on a first come basis.
- 6.3 Employees may not carry-over more than 90% of the accrued annual vacation days from the previous fiscal year into the current fiscal year. Prior to December 1st of the current fiscal

year, the employee may request 100% equal compensation of salary for only that portion of the 90% accrued annual vacation days from the previous year.

- 6.4 Employees may not carry-over more than 90% of the accrued annual vacation days from the previous fiscal year into the current fiscal year. Prior to December 1st of the current fiscal year, the employee may request 100% equal compensation of salary for only that portion of the 90% accrued annual vacation days from the previous year.
- 6.5 Employees with more than 20 days of accrued vacation days from previous years, may request 100% equal compensation of salary for 90% of the previous vacation days not to exceed 90% of more than 20 days in any specific year. All accrued vacation days exceeding 20 days from the previous years, must be reduced by 20 days each successive year until such time that all accrued vacation days are consistent with the prescriptions of article 6.3.

#### **ARTICLE 7. SICK LEAVE, JURY DUTY LEAVES**

- 7.1 All employees shall earn sick leave at the rate of eight (8) hours for each month of service.
- 7.2 Sick leave may accumulate up to a maximum of nine hundred and sixty (960) hours.
- 7.3 Sick leave may be used for the following purposes:
- a. Actual sickness or temporary physical disability.
  - b. Employees asked to serve in a color guard or as a pall bearer, may use one (1) day of sick leave, provided the Department Head is notified by the employee's starting time that such leave is to be used.
  - c. In the event of serious illness or death in the employee's immediate family, three (3) days sick leave may be used. For purposes of this subsection, "Immediate family" shall be construed to mean the employee's spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents, aunts and uncles. Up to two (2) days additional sick leave may be used where a funeral requires travel.
  - d. An employee will be allowed, with approval of the Department Head, to use up to one (1) full day (8 hours) of sick leave to attend a funeral of a friend.
  - e. Employees will be allowed to use sick leave to care for a sick child 18 years age or up to age 20 provided. This provision is not meant to be in conflict with the provisions of the Family Medical Leave Act which shall preempt in the event where a conflict exists.
- 7.4 The EMPLOYER may require proof of illness before sick leave is granted, providing there exists reasonable cause to show that the employee was not ill.
- 7.5 During the probationary period, employees shall earn sick leave and vacation as established by this POLICY, but shall not be eligible to take a vacation until completion of the probationary period. The Employer shall consider and allow for probationary employee's vacation time benefits on a case-by-case basis.



- 7.6 Abuse of sick leave benefits may be considered by the EMPLOYER as just cause for disciplinary action.
- 7.7 After employee has reached the maximum accumulation of sick leave, he/she shall be allowed to trade back 2.4 days sick leave for one (1) day vacation up to a maximum of five (5) days per year.
- 7.8 Jury Duty: An employee summoned for Jury Duty shall receive his/her regular pay for such period, less the amount he/she receives as a Juror.

**ARTICLE 8. HOLIDAYS**

- 8.1 a. The following shall be observed as holidays for regular employees:

New Year's Day	January 1st
Martin Luther King's	3 <sup>rd</sup> Monday in January
Birthday Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence	July 4 <sup>th</sup>
Day Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	State Veteran's Day
Thanksgiving	4 <sup>th</sup> Thursday in November
Christmas Day	December 25 <sup>th</sup>

- b. Each regular employee shall be entitled to one (1) additional holiday. The date of each employee's floating holiday must be mutually agreed to by the EMPLOYER and the employee. No more than one employee shall take their floating holiday on any given day.

- 8.2 Regular employees meeting the eligibility requirements of 8.5 shall receive a normal day's pay for each of the observed holidays established by 8.1.
- 8.3 Holidays which occur on a Saturday will be observed on the previous Friday, and holidays which occur on Sunday will be observed on the following Monday.
- 8.4 Regular employees who work on a holiday shall be paid at the rate of one and one-half (1-1/2) times their regular straight time hourly rate for all such hours worked, in addition to the pay for the holiday.
- 8.5 To be eligible for holiday pay or for the observed holiday premium, established by 8.2 and 8.4, employees must have worked their last scheduled normal workday prior to the observed holiday and their first scheduled normal workday following the observed holiday or have been on an approved basis as established by this POLICY.
- 8.6 If a holiday falls during an employee's vacation, one (1) day shall be added to the employee's vacation time.

## **ARTICLE 9. DISCIPLINARY PROCEDURES**

- 9.1 The EMPLOYER shall have the right to impose disciplinary action on employees for just cause.
- 9.2 Disciplinary action as by the EMPLOYER shall include only the following:
  - a. Oral reprimand
  - b. Written reprimand
  - c. Suspension
  - d. Demotion
  - e. Discharge.
- 9.3 Employees who are suspended, demoted or discharged shall have the right to appeal such disciplinary actions through the grievance procedure as established by Article 10 (Grievance Procedure).
- 9.4 Suspension, demotions, and discharges shall be in writing, a copy of which shall be sent to the employee.
- 9.5 Employees who are to be discharged will first be suspended for five (5) scheduled normal workdays prior to the discharge becoming effective. The appeal of a discharge may be initiated by the EMPLOYEE at Step 1 of the Grievance Procedure.
- 9.6 Employees may examine their own personnel file at reasonable times under the direct supervision of a representative of the EMPLOYER.

## ARTICLE 10. GRIEVANCE PROCEDURE

- 10.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms or conditions of this POLICY.
- 10.2 Processing a Grievance. It is recognized and accepted by the EMPLOYEE and the EMPLOYER that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours, only when consistent with employee duties and responsibilities. The aggrieved employee shall be allowed a reasonable amount of time without loss of pay, when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided that the employee has been notified and received the approval of their Supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 10.3 Procedure. Grievances, as defined by Section 10.1, shall be resolved in conformance with the following procedure:

**Step 1** An employee claiming a violation concerning the interpretation or application of this POLICY shall, within twenty-one (21) calendar days after such alleged violation has occurred; present such grievance to the Clerk/Treasurer. The Clerk/Treasurer will discuss the alleged grievance with the employee and given an answer to such Step 1 grievance within ten (10) days following the discussion. A grievance not resolved in Step 1 and appealed by the EMPLOYEE to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the POLICY allegedly violated, and the remedy requested. Any grievance not appealed in writing to Step 2 by the EMPLOYEE within ten (10) calendar days following the Step 1 answer, shall be considered waived.

**Step 2** If appealed, the written grievance shall be presented by the EMPLOYEE and discussed with the Clerk/Treasurer. The Employer, or its designated officer, shall give the EMPLOYEE the EMPLOYER's Step 2 answer in writing within ten (10) calendar days following the Step 2 discussion. Any grievance not appealed in writing to Step 3 by the EMPLOYEE within ten (10) days following the Step 2 answer shall be considered waived.

**Step 3** If appealed, the written grievance shall be presented by the Employee and discussed with the EMPLOYER. The EMPLOYER shall give the EMPLOYEE the EMPLOYER's Step 3 answer in writing within ten (10) calendar days following the Step 3 discussion. Any grievance not appealed in writing to Step 4 by the EMPLOYEE within ten (10) calendar days following the Step 3 answer shall be considered waived.

**Step 4** Either party may petition the Bureau of Mediation Services for the purpose of mediating the grievance.

**Step 5** A grievance unresolved in Step 3 or 4 and appealed to Step 5 by the EMPLOYEE shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Public Employment Relations Board.

10.4 Arbitrator's Authority.

- a. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this POLICY. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the EMPLOYEE and shall have no authority to make a decision on any other issue not so submitted.
- b. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on the EMPLOYER, the EMPLOYEE and shall be based solely on the Arbitrator's interpretation or application of the express terms of this POLICY and the evidence and testimony presented.
- c. The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the EMPLOYEE, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

10.5 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the EMPLOYEE may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written POLICY of the EMPLOYER and the EMPLOYEE in each step.

10.6 If, as a result of the EMPLOYER response in Step 4 the grievance remains unresolved, and if the grievance involved the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article 10 or a procedure such as: Civil Service, Veteran's Preference or Fair

Employment. If appealed to any procedure other than Step 5 of Article 10, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 10. The aggrieved employee shall indicate in writing which procedure is to be utilized...Step 5 of Article 10 or another appeal procedure...and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of Article 10.

## **ARTICLE 11. ABSENCES FROM WORK**

- 11.1 Employees unable to report for their scheduled normal workday because of personal illness or injury (Article 7), because of illness or injury in the employee's immediate family (Article 7), or because of death in the employee's immediate family (Article 7), shall notify the Employer as soon as practicable, prior to the start of their scheduled normal workday, given reason(s) for the absence and the expected duration of the absence. Employees failing to give notification may be subject to disciplinary action as provided by this POLICY.
- 11.2 Failure to report to work without notification for three (3) consecutively scheduled normal workdays may be considered a resignation by the EMPLOYER on the part of the employee.

## **ARTICLE 12. WAGES**

- 12.1 Employee shall be paid in accordance with the compensation set forth in the Employee's offer letter.
- 12.2 The standard employee pay period shall be two (2) weeks/80 hours. Employees shall be paid one week after completion of the pay period.

## **ARTICLE 13. SEVERANCE PAY**

- 13.1 Upon voluntary separation of employment, an employee will be eligible for severance pay equal to fifty percent (50%) of unused sick leave times their hourly rate listed in the working POLICY, not to exceed 480 hours.

## **ARTICLE 14. NON-DISCRIMINATION**

- 14.1 The EMPLOYER will not discriminate on any basis prohibited by law.
- 14.2 Employees covered by this POLICY shall carry out their-job duties and responsibilities in a non-discriminatory manner as these duties and responsibilities affect the public and other employees.

## **ARTICLE 15. TUITION REIMBURSEMENT**

- 15.1 To be considered for tuition reimbursement, the employee must be in good standing and have been employed by the city for at least six months. All requests for tuition reimbursement will be considered on a case-by-case basis and approved by the city administrator.

Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:

- A. Courses must be related to the employee's present position (whether required for a degree program or not); OR
  - B. Courses must be related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not).
- 15.2 The city will pay the cost of tuition upon successful completion (C grade or better; "pass" in a pass/fail course) of the approved course. The maximum reimbursement per course will be based on an average course cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost. Employees must reimburse the city if they voluntarily leave employment within twelve (12) months of receiving tuition reimbursement from the city. Tuition reimbursement for an individual employee will not exceed \$ 5,000.00 per year.

## **ARTICLE 16. SALARY DEFERRAL PLAN**

- 16.1 The EMPLOYER agrees to sponsor an EMPLOYEE salary deferral 457 plan through the ICMA Retirement Corporation. Eligibility and vesting requirements are set forth in the plan document which shall be made available to EMPLOYEE's upon request in the Administrator's Office who shall be the Coordinator for the program. Eligible EMPLOYEEs may make contributions to their plan according to plan requirements. The employer shall match the EMPLOYEE's contribution annually up to eight percent (8%).

## **ARTICLE 17. CHILDCARE CONTRIBUTION**

- 17.1 The Employer will make a \$1,000 contribution per year per qualified employee towards childcare/daycare/preschool tuition costs. Employees must provide proof of enrollment, including program cost, in a licensed childcare/ daycare/preschool program of their choice. Disbursements under this Article will be made bi-annually in January and June of the year. Employees hired after regular disbursements are made will be eligible for the following disbursement as childcare contributions shall not be retroactively applied unless written approval is obtained in advance from the City Administrator. Employees will be issued IRS 1099 forms in the year in which disbursements are made.

## **ARTICLE 18. WAIVER**

- 18.1 Any and all prior POLICYs, resolutions, practices, policies, rules and regulations regarding terms and conditions or employment to the extent inconsistent with the provisions of this POLICY, are hereby superseded.

- 18.2 The EMPLOYER and EMPLOYEES agree that final interpretation of this Non-Union Personnel Policy is within the purview of the Office of the City Administrator as the Chief Employment Agent for the City of Appleton Pursuant to [section 31.00 Subdivision 3 of the City of Appleton Code of Ordinances](#).
- 18.3 The EMPLOYER and EMPLOYEES agree that wherever case-by-case reviews/considerations/permissions are requested, the Office of the City Administrator shall have the authority and discretion to provide relief.

#### **ARTICLE 19. SAVINGS CLAUSE**

- 19.1 The EMPLOYER and the EMPLOYEE agree that it is their intention that this POLICY not be in conflict with Federal or State law, rules or regulations properly promulgated thereunder.
- 19.2 Any provision(s) of this POLICY held to be contrary to law by a court of competent jurisdiction, from whose final judgement or decree not appeal has been taken within the time provided, shall be void. All other provisions of this **POLICY** shall continue in full force and effect. The parties, on written notice, shall meet and renegotiate the voided provision(s).

#### **ARTICLE 20. TERM**

- 20.1 This POLICY shall become effective September 14<sup>th</sup>, 2022 as amended and shall be reviewed periodically on an annual schedule, during Collective Bargaining procedures for City of Appleton Unions, or at the voted direction of the Appleton City Council.