

2009-2010
LABOR AGREEMENT

CITY OF APPLETON
AND
APPLETON PROFESSIONAL POLICE ASSOCIATION
SUPERVISORY UNIT

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1 AGREEMENT

2
3 ARTICLE 1 – PURPOSE OF AGREEMENT

4
5 It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions
6 between the City and the Appleton Professional Police Association Supervisory unit hereinafter referred to as the
7 ASSOCIATION and to set forth herein rates of pay, hours of work and other terms and conditions of employment to
8 be observed by the parties hereto.
9

10 The City agrees that there shall be no discrimination by the City against any employee covered by this Agreement
11 because of his/her membership or activities in the Association, nor will the City interfere with the right of such
12 employees to become members of the Association.
13

14 ARTICLE 2 – RECOGNITION

15
16 This Agreement made and entered into at Appleton, Wisconsin pursuant to the provision of Sections 111.70, 66.90
17 and 62.13 of the Wisconsin Statutes by and between the City of Appleton, a municipal corporation, as municipal
18 employer with the Police Chief as its agent, hereinafter referred to as the City and the Appleton Professional Police
19 Association Supervisory Unit as sole bargaining agent for the Captains and Lieutenants of the Appleton Police
20 Department, municipal employees hereinafter referred to as the Association.
21

22 ARTICLE 3 – HOURS

23
24 A normal workday shall consist of an 8 hour and 15 minute shift, which shall include a 15 minute roll call time normally
25 scheduled prior to the designated shift hour and used primarily for the purpose of orientation and assignment.
26

27 For purposes of sick leave, vacation, holiday, compensatory time and leave without pay only, a normal work day shall
28 be considered to be eight hours.
29

30 The work schedule shall consist of five (5) days on, two (2) days off, five (5) days on, three (3) days off. All
31 employees on this schedule shall be scheduled by the Police Department with one hundred twenty-two (122) days off
32 annually. Employees not on this schedule shall be scheduled by the Police Department with one hundred twenty
33 (120) days off annually.
34

35 A flexible work schedule shall be utilized during the term of this agreement. Employees shall schedule their work
36 days based upon staffing requirements established by the City. The schedule shall provide for 123 days off per
37 calendar year. At least 30 days off must be scheduled in each calendar quarter.
38

39 Scheduling periods shall be 28 days long and shall be established to correspond with Fair Labor Standards Act work
40 periods. No more than 20 working days may be scheduled by an employee in a scheduling period. The City shall
41 give notice of staffing requirements at least two scheduling periods in advance.
42

43 Employees shall be paid based upon the "Salary Schedule with Flexible Schedule" in Exhibit "A", beginning 56 days
44 before the schedule is implemented and continuing for so long as the flexible schedule is in effect. The City shall
45 establish policies, with input from the Association, to address all other issues relating to this schedule.
46

47 The flexible schedule provisions shall, remain in effect, unless canceled by either party. In the event that the schedule
48 is discontinued, the work schedule contained in the third paragraph of this Article shall go back into effect, and
49 employees will be paid based upon the Salary Schedule in Exhibit "A".
50
51
52

1 ARTICLE 4 – OVERTIME

2
3 Employees will be compensated at the rate of the time and one-half based on their normal rate of pay for all hours
4 worked in excess of the scheduled work day or work week. Overtime and normal work day compensation may be
5 either by pay or time, the choice to be determined by the employee.
6

7 FLSA overtime will be taken as pay and may not be converted to compensatory time.
8

9 Employees may request to modify their work schedule, by working more than eight (8.25) hours per day at straight
10 time, not requiring overtime under this article. The time for time schedule adjustment must be taken within the 28 day
11 FLSA cycle as not to create FLSA overtime. The supervisor shall be notified of any such modifications.
12

13 Up to one hundred twenty (120) hours of compensatory time may be carried over from one year to the next. Any
14 compensatory time in excess of one hundred twenty (120) hours at the end of the last full payroll period of the year
15 shall be paid in cash, at the wage in effect at that time, on either the last paycheck in December or the first paycheck
16 in January. Employees must notify, in writing, the Police Department staff person responsible for payroll by
17 December 1 of their choice. Failure to notify in writing will result in the pay out of compensatory time on the last
18 paycheck in December. If the employee chooses to take the pay out on the first check in January, the pay out shall
19 be at the previous year's rate.
20

21 Any hours in excess of eighty (80) that are carried over into the next year must be taken as time off. Overtime off will
22 be charged against the excess hours before being charged against the eighty (80) or against the current year's
23 accumulation.
24

25 An employee recalled to work or required to appear in court shall receive three (3) hours call-in pay at his regular
26 straight time rate plus pay for the actual hours worked at the rate of time and one-half (1 ½). Call-in pay for an
27 employee recalled to work shall not apply when the recall occurs within one-half (1/2) hour of the conclusion of the
28 employee's scheduled shift. Call-in pay for court appearances shall not apply when such appearances are
29 commenced within one-half (1/2) hour of the start or the conclusion of the employee's scheduled shift.
30

31 The following definitions shall apply to determine payment:
32

- 33 1. Court: Court shall include any time an employee is instructed by the Chief or designee or subpoenaed
34 (including City of Appleton court notices) to appear in person, or through telephonic communication, in any
35 court, legal proceedings (including depositions), preparatory meetings with District Attorneys, City Attorneys
36 and other appointed counsel which appearance is related to or arises out of the officer's scope of
37 employment.
38

39 Meetings or telephonic communication made outside of the employee's normal work shift require prior
40 approval from an on-duty supervisor. If an attorney or other appointed counsel initiate contact directly to an
41 employee at their home, and the officer is required to return the telephone call from home prior to their next
42 scheduled work shift, prior approval is not required. The employee must report immediately to their
43 supervisor the subject and the reason of the telephone call, which required immediate response.
44

45 Court pay shall be three (3) hours straight time plus time and one-half for time worked.
46

- 47 2. Re-call: Re-call shall include any time an employee is called back to work or a change in shift without
48 notification by the end of the last regularly scheduled shift before the shift change. (*Excluding Duty Command
49 for Captains*)
50

51 Re-call pay shall be three (3) hours straight time plus time and one-half for time worked.
52

- 1 3. All other scheduled work.
2
3 Time and one-half for all time worked.
4
5 4. Court Cancellation: Court cancellations shall include any cancellation that does not occur prior to or at the
6 end of the employee's regular shift before the appearance.
7
8 Court cancellation shall be three (3) hours straight time pay.
9 Notwithstanding the provisions of this article, employees shall not be eligible for court pay, re-call pay or
10 court cancellation pay if the employee is performing other scheduled work. If an employee is called while
11 performing "other scheduled work", the employee shall be eligible for re-call pay if the time performed doing
12 the re-call work goes beyond the hours of the other scheduled work.
13
14 Employees shall not be eligible for call-in pay when recalled for work or for court appearances occurring within one-
15 half (1/2) hour of a prior recall for work or court appearance time, if the employee received call-in pay. These recalls
16 for work or court appearances which would otherwise have been eligible for the three-hour payment shall be paid on
17 the basis of actual time worked at the rate of time and one-half (1 1/2) or three hours straight time pay, whichever is
18 greater.
19
20 Employees who are not eligible for call-in pay as a result of the one-half hour exclusions mentioned above shall be
21 paid, at the rate of time and one-half (1.5) for the contiguous time prior to, or after completion of the court appearance
22 or call-in.
23
24 Employees who return to work on their off-duty time for training or staff meetings shall be paid at the rate of time and
25 one-half for actual time at such training or meeting, but shall not be eligible for call time or any minimum payment.
26
27 Notwithstanding the provisions of this Article, time spent performing police functions in normal off-duty hours,
28 occasioned by use of a one-to-one marked car shall not entitle officers to pay for overtime or call time except as
29 provided in the published rules relating to the one-to-one car plan.
30
31 Captains shall be subject to on-call assignments as duty commander on a rotating basis and shall receive an
32 additional one day's pay (eight hours) for each week so assigned. Such employees shall receive payment for actual
33 hours worked at the rate of time and one-half if required to report to work while on-call, but shall not be eligible for call
34 time or any minimum payment.
35

36 ARTICLE 5 – PAY PERIOD
37

38 All employees shall be paid bi-weekly, every other Thursday. If a holiday falls on a day, Monday through Thursday,
39 payday shall be on Friday. Payments shall include compensation for all hours worked the preceding two (2) week
40 period ending Saturday at midnight (shift employees being based on an average.)
41

42 ARTICLE 6 – PROBATIONARY PERIOD
43

44 All newly hired employees from outside of the department shall be considered probationary for eighteen months from
45 the date of hire. Newly hired probationary employees may be discharged without recourse to the grievance
46 procedure.
47

48 All newly promoted Lieutenants and Captains from within the department shall be considered probationary for twelve
49 months from the date of promotion.
50
51

1 Continued employment beyond the probationary period above noted is hereby defined as evidence of satisfactory
2 completion of probation.

3
4 A regular employee is hereby defined as a person hired to fill a full-time position in the Table of Organization.

5
6 The seniority of a regular employee who has satisfactorily completed probation shall date from his/her date of
7 employment. Proper records indicating status of the employee shall be maintained. Seniority shall be established for
8 each employee, and shall consist of the total calendar time elapsed since the date of his/her employment. Seniority
9 rights terminate upon discharge or quitting.

10
11 ARTICLE 7 – WORKER'S COMPENSATION

12
13 Full-time employees receiving Worker's Compensation shall be paid the difference between their pay at the disability
14 date and Worker's Compensation benefits. This differential shall be paid for a period up to but not to exceed thirty
15 (30) weeks commencing from the disability date. Employees who are disabled for a period in excess of thirty (30)
16 weeks shall be eligible for continuation of this differential provided that they will be charged four (4) hours sick leave
17 for each scheduled work day of additional disability. Payment of this differential shall continue for the length of
18 disability or for a period of twenty-two (22) weeks or until the employee's sick leave balance is exhausted, whichever
19 comes first.

20
21 ARTICLE 8 – VACATIONS

22
23 The vacation policy for the Police Department shall be on a work week basis as follows:

- 24 1 work week vacation – year of hire.
- 25 2 work weeks vacation after 1 year of service.
- 26 3 work weeks vacation after 5 years of service.
- 27 4 work weeks vacation after 12 years of service.
- 28 5 work weeks vacation after 20 years of service.

29
30
31 Vacation benefits shall be accrued at a rate of one twelfth (1/12) of the employee's authorized vacation for each full
32 month of employment.

33
34 Vacation allowances shall not be cumulative and after the qualifications have been met for additional vacation, it must
35 be taken between January 1 and December 31, except that employees entitled to one or two weeks of vacation shall
36 be permitted to carry over up to one week of vacation into the following year and other employees shall be permitted
37 to carry over all or portions of their third, fourth, and fifth weeks of vacation into the following year, provided that they
38 notify the Chief of their intent to do so not earlier than October 15 and not later than November 1. Any vacation
39 carried over to the following year must be used by March 31, or it will be forfeited, except that for as long as the
40 flexible schedule is in effect, any vacation carried over to the following year must be used by May 15, or it will be
41 forfeited.

42
43 In case of termination, for reasons other than discharge for cause, an employee will be paid his/her accrued and
44 unused vacation, calculated from his/her anniversary date to his/her termination date. For retirees, such payment will
45 be made in accordance with Article 13, Post Employment Health Plan.

46
47 Employees retiring between December 15 and December 31 shall be eligible for their vacation payout as if they had
48 worked until January 1 the following year.

49
50 The Police Chief shall have a vacation schedule available for members on or before January 1, preceding the year
51 vacations are to run, so that picking vacations can be completed by March 1. The order of picking vacations shall be
52 by bargaining unit seniority and subject to present procedure and practice.

1 ARTICLE 9 – PAID HOLIDAYS

2
3 All regular employees shall receive one regularly scheduled work day off each calendar year as a floating holiday.
4 The holiday shall be subject to supervisor approval.

5
6 The wage schedules in Exhibits “A” and “B” have been adjusted to reflect appropriate compensation in lieu of all other
7 holidays, and in lieu of any other compensation for holidays.

8
9 ARTICLE 10 – LEAVES

10
11 A. Sick Leave

- 12
13 1. All employees shall be granted sick leave with pay at the rate of one working day for each full month of
14 service. Sick leave shall accrue from the employee’s starting date but may not be taken during the
15 probationary period of six months. For purposes of this paragraph, “service” shall include time on paid
16 sick leave.
17
18 2. Sick leave shall be accumulated but not to exceed one hundred thirty-five (135) working days.
19
20 3. Employees who have accumulated additional sick leave under the City’s sick leave incentive program
21 shall be allowed to use such sick leave prior to using sick leave from the basic one hundred-thirty five
22 (135) day accumulation.

23
24 Sick Leave Incentive Program

25 Regular full-time employees, employed for the full calendar year, who do not use any sick leave hours
26 during the calendar year, can convert 8 hours of sick leave to 8 hours of vacation.

27
28 Regular full-time employees, who use 24 hours or less of sick leave in a calendar year, shall have the
29 option of converting 4 hours of unused sick leave to 4 hours of vacation. Approved FMLA will not count
30 as sick leave used under this provision.

31
32 Regular full-time employees who have reached the maximum accumulation of sick leave (135 days or
33 1080 hours) and who have used (24) hours or less of sick leave in a calendar year shall be permitted to
34 increase the sick leave incentive bank by the unused amount they had for that year., Approved FMLA will
35 not count as sick leave used under this provision.

36
37 Regular full-time employees who have reached the maximum accumulation of sick leave (135 days or
38 1080 hours) and who have used more than (24) hours of sick leave in a calendar year shall have the total
39 sick leave usage deducted from the sick leave bank and will not be entitled to accrue additional sick leave
40 to the incentive bank for that year. Approved FMLA will not count as sick leave used under this provision.

- 41
42 4. All sick leave shall be subject to administration by the Police Chief.
43
44 5. An employee may use accumulated sick leave with pay for absences necessitated by his/her injury,
45 illness, required dental care or illness of his/her immediate family. Immediate family shall be defined as
46 spouse, dependent children, parents, or relatives living in the employee’s household.

47
48 Clarification: Parent does not include mother in-law or father in-law.

- 49
50 6. In order to be granted sick leave with pay, an employee must:
51
52 a) Report promptly to the Department the reason for his/her absence.

- b) Keep the Department informed of his/her condition if absence is of more than three (3) working days duration.
 - c) Permit the City to make medical examination or nursing visit as it deems desirable.
 - d) Submit a medical certificate for any absence of more than three (3) consecutive working days if required by the City.
7. a) Any employee who reaches retirement age may have year to year certification until the age of seventy (70), at which time he/she must retire from the Police Department. (At retirement, the retired employee will receive payment for his/her unused accumulated sick leave up to but not to exceed ninety (90) working days.
- b) Payment at retirement shall not be made available to the employee until six (6) months after written notification of the employee's intent to retire. Such notification may be withdrawn by the employee provided it is done at least thirty (30) days prior to the retirement date specified in the notification and further provided that no employee shall be permitted to withdraw more than one notification of intent to retire. This provision may be waived by the Chief of Police in the event of a medical emergency.
- c) In the event of a death of an employee, the payment described in paragraph 7a above shall be paid to the employee's estate.

B. Funeral Leave

1. Funeral leave shall be administered by the Chief.
2. In the event of death within the employee's immediate family, the employee will be paid for the scheduled time lost during the period from two days before the funeral up to and including two days after the funeral, but not to exceed three (3) work days. Immediate family shall be defined as grandchildren, parents, sister, brother, mother-in-law, father-in-law, or any other relative living in the employee's residence at the time of the death.
3. In the event of the death of the employee's spouse or child, the employee will be paid for scheduled time lost from the date of death, but not to exceed ten (10) working days. Leave must be taken within sixty (60) days of the death.
4. In the event of the death of a relative not a member of the immediate family, the employee will be given the paid funeral leave for the day of the funeral, provided the employee was scheduled to work and attends the funeral.
5. Funeral leave shall not be deducted from accumulated sick leave.

C. Leave of Absence Without Pay

1. Requests for leave of absence without pay for justifiable reasons shall be made by written application on a form provided by the Human Resources Department and be submitted at least two (2) days prior to the anticipated leave.
 - a) For a leave not to exceed three (3) consecutive days, the request shall be made to and approved by the Police Chief.
 - b) For a leave in excess of three (3) consecutive days, the request shall be made to the Director of Human Resources after securing the approval of the Chief.
2. Failure to comply with requirements of this Article shall result in disciplinary action.

1
2 ARTICLE 11 – MEDICAL AND DENTAL INSURANCE
3

4 The Employer agrees to provide Medical and Dental Insurance Benefits as listed below.
5

6 The Association retains Control over the coverage and benefits and specifically the right to negotiate improved
7 coverage.
8

9 Selection of the Carrier shall rest solely with the City of Appleton.
10

11 A. Medical Program
12

13 The Employer agrees to provide health benefits as outlined in Addendum A.
14

15 For more information on covered expenses and plan exclusions see the Medical and Prescription Drug Benefits
16 Booklet.
17

18 *Copays on office visit, emergency room, prescription drug, CT Scans, PET Scans, MRI, and Nuclear Medicine do
19 NOT apply to the deductible and out-of-pocket limits.
20

21 The Employer agrees to hold an open enrollment every year. Such open enrollment shall be scheduled to coordinate
22 with the Employer’s Flexible Spending Account Enrollment period. Employees not making a selection by the end of
23 the open enrollment period will automatically be enrolled in Plan A. The employee selection shall be irrevocable until
24 the next open enrollment.
25

26 At the time of their retirement, employees who qualify for an annuity under the Wisconsin Retirement fund shall have
27 the option of continuing the Medical Coverage under Plan A only, at their expense, until they are eligible for Medicare,
28 provided that the retiree makes timely payments for the premiums.
29

30 B. Dental Program
31

32 The Employer agrees to pay an amount equal to the full premium for family coverage for the Dental Program for all
33 full-time regular employees.
34

DENTAL BENEFITS		
Individual Maximum Benefit	Preventative, Basic, Major Restorative, Prosthodontic, and Orthodontic Services	\$1500 per calendar year
Preventive Services	Covered expense is payable at 80%.	
Basic Services	Covered expense is payable at 80%.	
Major Restorative Services	Covered expense is payable at 80%.	
Prosthodontic Services	Covered expense is payable at 80%.	
Orthodontic Services	Covered expense is payable at 50%, for covered employees and covered dependent children up to the age of 19.	

35 For more information on covered expenses and plan exclusions see the Dental Benefits Booklet.
36
37

38 ARTICLE 12 – RETIREMENT CONTRIBUTION
39

40 The City shall pay one hundred per cent (100%) of the employee’s portion of their contribution to the Wisconsin
41 Retirement Fund.

1
2 ARTICLE 13 – POST EMPLOYEMENT HEALTH PLAN
3

4 Effective January 1, 1999 the City of Appleton agrees to participate in the Post Employment Health Plan for
5 Collectively Bargained Public Employees (“Plan”) in accordance with the terms and conditions of the Plan’s
6 Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Nationwide
7 Retirement Solutions to act as administrator and LaSalle National Bank to act as Trustee for the Plan, or its
8 successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute to the
9 Plan on behalf of employees represented by the Appleton Professional Police Association – Supervisory Unit.
10

11 For the term of this agreement, the Employer shall contribute for each Eligible Employee the amount of \$10 per
12 month. Additionally, upon retirement, 100% of the Eligible Employee’s accumulated (paid leave) balance and physical
13 fitness bonus incentive, that would otherwise have been paid to the Eligible Employee, had the Employer not
14 participated in the Plan, shall be contributed to the Plan.
15

16 The parties agree to annually determine the contribution percent for retirees in the subsequent year. Upon written
17 request by either party prior to November 1.
18

19 ARTICLE 14 – LIFE INSURANCE
20

21 Term life insurance will be provided to each employee in the amount of \$50,000. The City will assume 100% of the
22 cost of the life insurance premium.
23

24 ARTICLE 15 – CLOTHING ALLOWANCE
25

26 The clothing allowance for members of the Association shall be as follows:
27

- 28 Maximum initial allowance.....\$1000 (1st year of employment)
- 29 Annual maintenance allowance.....2009 - \$606
- 30 2010 - \$612
- 31 Annual cleaning allowance.....\$ 60.00
32

33 The maximum initial allowance and annual maintenance allowance shall be considered a loan to each probationary
34 employee hired from outside of the department. Newly hired employees from outside of the department who fail to
35 complete probation shall re-pay the City any initial allowance plus any annual maintenance allowance received or
36 turned in to the City all uniform and equipment items purchased with the clothing allowance loan. Should the uniform
37 and equipment items turned in to the City represent a purchase value of less than the loan, the employee shall be
38 liable for the difference. Upon successful completion of the probationary period, the loan shall be considered forgiven.
39

40 The annual cleaning and maintenance allowance shall be paid in a lump sum on the last paycheck in January.
41

42 During the last year of employment an employee shall be eligible to receive a pro-rated maintenance allowance
43 computed at the rate of 1/12th of the total annual maintenance allowance per month of employment. The maintenance
44 allowance shall be paid as set forth above, and any portion of the allowance, which the employee has received but is
45 not eligible for, shall be deducted from the employee’s last payroll check.
46

47 All employees are required to obtain and maintain per department standards, all clothing and equipment required by
48 the City for Duty and special assignments.
49

50 The City reserves the right to set standards for and regulate items of equipment and uniform clothing to include but
51 not be limited to color, style, fabric, material, brand and specifications. The City further reserves the right to determine
52 the serviceability of any item of uniform clothing and equipment.

1
2 In the event an employee's uniform, equipment, and/or eye wear are damaged or destroyed as the result of an
3 unusual or extreme incident occurring in the course of his/her duty, the City shall pay the cost of repairing such
4 damage or shall pay for its replacement and shall thereupon be entitled to collect any restitution ordered by the
5 Courts. It is understood and agreed, in accordance with this paragraph, that payment hereunder will be made in
6 instances that are an emergency or of an extreme nature, such as apprehension of an individual or an unusual
7 incident, which required emergency or extreme action on the part of an employee.

8
9 The City's liability for repair or replacement of eye wear under this paragraph shall not exceed seventy-five dollars
10 (\$75) per incident, except in the case of safety glasses purchased through the City, which shall be repaired or
11 replaced without charge.

12
13 The City will provide body armor to all newly hired employees. The City shall replace the City provided body armor on
14 a five-year rotating cycle. Employees hired before January 1, 1997 shall have the option of participating or not
15 participating in this program when they are first scheduled to receive the body armor. A decision to participate is not
16 revocable. A decision not to participate can be changed at any time. The wearing of body armor for uniformed
17 employees to whom the City has provided it shall be mandatory unless otherwise approved by the supervisor. The
18 City shall be responsible for the maintenance cost to a City supplied vest between the time of issuance and
19 replacement of said vest. The vest shall remain the property of the City. Upon replacement, the old vest shall be
20 turned in to the appropriate supervisor unless the employee has received authorization to retain possession of the
21 vest.

22
23 Upon promotion of hire as a Lieutenant, the following clothing items will be provided by the City of Appleton:

- 24 1-long sleeve white shirt
- 25 1-gold hat band
- 26 2-sets of collar brass
- 27 2-shirt badges
- 28 1-hat badge

29
30 Upon promotion from Lieutenant to Captain, the following clothing items will be provided by the City of Appleton:

- 31 1-hat
- 32 2-sets of collar brass
- 33 2-shirt badges
- 34 1-hat badge

35
36 If an employee is promoted or hired as a Captain (other than promotion from Lieutenant) the following clothing items
37 will be provided by the City of Appleton:

- 38 1-long sleeve shirt
- 39 1-gold hat band
- 40 1-hat
- 41 2-sets of collar brass
- 42 2-shirt badges
- 43 1-hat badge

44
45 **ARTICLE 16 – COMPENSATION FOR ATTENDING TRAINING PROGRAM**

46
47 All employees ordered to attend training schools or programs by the Police Chief or Deputy Chief shall attend such
48 schools or programs at City expense.

49
50 All employees not ordered to attend training schools or programs by the Police Chief or Deputy Chief may attend such
51 schools or programs at the individual employee's expense.

1 ARTICLE 17 – RULES AND REGULATIONS

2
3 The rules and regulations of the Appleton Police Department as established by the Police and Fire Commission of the
4 City of Appleton in accordance with the provisions of and pursuant to Sections 111.70 and 62.13 of the Wisconsin
5 Statutes, shall be made a part of this Agreement by reference.
6

7 Notwithstanding any other provision of this agreement, the City shall have the right to establish rules and regulations
8 for the operation of the one-to-one car plan including but not limited to the right to determine eligibility for participation
9 in the plan. Administration of such rules and regulations shall be subject to the grievance procedure.
10

11 Participation in the one-to-one car plan by those individuals for participation shall be voluntary. Eligible individuals
12 may not change their election whether to participate other than at intervals specified by the City, which shall not be
13 less than once each calendar year.
14

15 ARTICLE 18 – GRIEVANCE PROCEDURE

16 Both the Association and the City recognize the grievances and complaints should be settled promptly and at the
17 earliest possible stage and that the grievance process must be initiated within five (5) days of the incident or within
18 thirty (30) days of the officer learning of the incident. Any grievance not reported or filed within the time limits set forth
19 above shall be invalid.
20

21 Any difference of opinions or misunderstanding which may arise between the City and the Association shall be
22 handled in the following manner:
23

- 24 A. The aggrieved employee shall present the grievance orally to his/her supervisor either alone or accompanied
25 by an Association representative.
26
- 27 B. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Deputy Chief
28 of the employee's respective bureau. Within three (3) days, (Saturdays, Sundays and holidays excluded), the
29 Deputy Chief shall furnish the employee and the Association with a written answer to the grievance.
30
- 31 C. If the grievance is not settled at the second step, the grievance shall be presented in writing to the Police
32 Chief. The Chief shall within five (5) days, (Saturdays, Sundays and holidays excluded), hold an informal
33 meeting with the aggrieved employee, the Deputy Chief and/or Captain and Association representatives. If
34 the grievance is not resolved to the satisfaction of all parties within three (3) days (Saturdays, Sundays and
35 holidays excluded), either party may proceed to the next step.
36
- 37 1. If the grievance shall be deemed under the jurisdiction of the Police and Fire Commission, the grievance
38 shall thereby be governed by Section 62.13 of the Wisconsin State Statutes. The Police and Fire
39 Commission shall within five (5) days set up an informal meeting with all parties involved up to this point.
40 Within seven (7) days, (Saturdays, Sundays and holidays excluded), after this meeting, a determination
41 shall be made and reduced to writing and copies submitted to all parties involved.
42
- 43 2. All other grievances relating to wages, hours and working conditions or any other matter under jurisdiction
44 of the Human Resources Director shall be directed to that office. The Human Resources Director or
45 designee shall within five (5) days set up an informal meeting with all parties involved up to this point.
46 Within seven (7) days, (Saturdays, Sundays and holidays excluded), after this meeting a determination
47 shall be made and reduced to writing and copies submitted to all parties involved.
48
- 49 D. If the grievance is not settled at the fourth step of the Grievance Procedure, the aggrieved party, within five (5)
50 days, shall submit the determination made in the preceding step of the Grievance Procedure to mediation.
51 The mediation will be conducted by the Wisconsin Employment Relations Commission at the earliest possible
52 date convenient to all parties concerned.

- 1
2 E. If the grievance is not settled in mediation, the aggrieved party may, within five (5) days of the mediation
3 session submit the grievance to an arbitrator. The arbitrator shall be selected by the Wisconsin Employment
4 Relations Commission. The decision of the arbitrator will be final and binding on all parties except for judicial
5 review. The cost of the arbitrator will be borne equally by the City and the Association.
6
7 F. The Association may appoint representatives of the Association and shall inform the City of the names of the
8 individuals appointed and of any change thereafter made in such appointments. The City shall allow the
9 representatives the necessary time to process grievances during the course of the duty day.

10
11 ARTICLE 19 – MILITARY LEAVE
12

- 13 A. Military Leave – A regular full time employee who leaves the service of the City to join the military forces of
14 the United States shall be granted a military leave without pay, such a leave to extend through the date ninety
15 days after he/she is relieved from such service. Copies of orders to active service and applicable release
16 papers must be filed with the Human Resources Director. Such employee shall be restored to the position
17 with full rights without loss of seniority or benefits provided that he/she make an application to the Human
18 Resources Director within ninety days after the date of his honorable discharge, or fifteen days after his
19 rejection for service, and is physically and mentally capable of performing the work of the position and further
20 provided that the military service was not for more than four years unless extended by law. Failure of an
21 employee to notify the City within this time period of his/her intention to return to work shall be considered as
22 a termination of his/her employment.
23
24 B. Military Reserve Leave – An employee who by reason of membership in the United States Military Reserve, is
25 ordered by the appropriate authorities to attend a training or encampment under the supervision of the United
26 States Armed Forces, or by reason of membership in the National Guard, is required by the authority thereof
27 to do so, shall be granted a leave of absence from his/her position without loss of pay for a period not to
28 exceed fifteen (15) working days in any calendar year. The City will pay such an employee for time lost in the
29 amount equaling the difference between the military pay and his/her normal City pay. To receive such leave,
30 the employee must notify the Human Resources Director prior to the date such training or encampment is to
31 commence.
32
33 C. All military leave, including active duty shall be governed by USERRA.
34

35 ARTICLE 20 – SUSPENSION, DISMISSAL AND REDUCTION IN RANK
36

37 Suspension, dismissal and reduction in rank of employees from the Police Department shall be governed by Section
38 62.13 of the Wisconsin Statutes.
39

40 ARTICLE 21 – DEFENSE OF OFFICERS BY THE CITY ATTORNEY
41

42 The City shall authorize the City Attorney to defend actions brought against any employee growing out of an acts
43 done in the course of his/her employment or out of any alleged breach of his/her duty as such employee.
44

45 Any judgment obtained against such employee shall be paid by the City provided the employee did not act outside the
46 scope of his/her employment.
47

48 ARTICLE 22 – EDUCATIONAL REIMBURSEMENT
49

50 The City will reimburse up to 50% of the cost of required books and tuition for successful completion of courses taken
51 to obtain a masters degree in Police Science, Police Administration or a field substantially related to Policing as
52 determined by the Chief, from an institution accredited by the North Central Association. Successful completion shall

1 mean a passing grade if the course is graded on a pass/fail basis or a grade of "C" or better if letter grades are issued.
2 The tuition payment by the City shall not exceed that charged by the University of Wisconsin system for similar
3 courses. The City's reimbursement will be limited to 8 classes in a calendar year for the bargaining unit. Student
4 classroom and study hours shall not be construed as work hours or be subject to compensation.
5

6 If the requests for participation in classes exceed 8 per year, the selection of employees for educational
7 reimbursement, will be determined by employees currently enrolled in a masters program and then by bargaining unit
8 seniority.
9

10 ARTICLE 23 – FUNCTION OF MANAGEMENT

11

12 Except as herein otherwise provided, the management of the Department and the direction of the working forces,
13 including the right to hire, promote, demote, layoff, suspend without pay, discharge for proper cause, transfer,
14 determine the number of employees to be assigned to any job classification, and to determine the job classifications
15 needed to operate the Employer's jurisdiction is vested exclusively in the Employer.
16

17 It is further agreed, except as herein otherwise provided, that the responsibilities of Management include, but are not
18 limited to those outlined in this Agreement. In addition to any specified herein, the Employer shall be responsible for
19 fulfilling all normal managerial obligations, such as planning , changing or developing new methods of work
20 performance, establishing necessary policies, organizations and procedures, assigning work and establishing work
21 schedules, and of applying appropriate means of administration and control. Provided, however, that the exercise of
22 the foregoing rights by the City will not be used for the purpose of discrimination against any member of the
23 Association or be contrary to any other specific provision of this Agreement, and provided that nothing herein shall be
24 construed to abrogate the provisions of the grievance procedure.
25

26 ARTICLE 24 – AMENDMENT PROVISION

27

28 This agreement is subject to amendment, alteration or addition only by a subsequent written Agreement between and
29 executed by the City and the Association where mutually agreeable. The waiver or any breach, term or condition of
30 this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and
31 conditions.
32

33 ARTICLE 25 – SAVINGS CLAUSE

34

35 If any article or section of this Agreement or any addendums thereto should be held invalid by operation of law or by
36 any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or Section should be
37 restrained by such tribunal, the remainder of the Agreement and addendums shall not be affected thereby, and the
38 parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually
39 satisfactory replacement for such Article or Section.
40

41 ARTICLE 26 – NO OTHER AGREEMENT

42

43 The Employer agrees not to enter into any other Agreement written or verbal with the members of the Police
44 Department individually or collectively which in any way conflicts with the provisions of this Agreement.
45

46 ARTICLE 27 – CHANGES IN THE TERMS OF THIS AGREEMENT

47

48 If either party desires to negotiate any changes in this Agreement to become effective after the end of the term of this
49 Agreement or any extension thereof, it shall notify the other party in writing of its desire to enter into such negotiating
50 one hundred and fifty (150) days prior to the end of the contract period.
51
52

1 ARTICLE 28 – PHYSICAL FITNESS
2

3 In recognition of the importance that physical fitness plays in general health and well-being of employees and in
4 consideration of the relationship between good health and well-being and effective, efficient police service, the
5 following physical fitness program is adopted:
6

- 7 A. For purposes of this program, four categories of physical fitness are recognized: 1 – poor, 2 – adequate, 3 –
8 good, 4 – excellent.
9
- 10 B. Participating employees will be tested twice each year and will be paid a maximum of two hours at time and
11 one-half for participating in the testing procedure on off-duty time.
12
- 13 C. A testing period is defined as the time between the start of one round of physical fitness tests and the start of
14 the next round of physical fitness tests.
15
- 16 D. All employees who score as “excellent” will be paid a premium of 2% of their base pay and those who score
17 as “good” will be paid a premium of 1% of their base pay. Such payment shall be in a lump sum payable
18 within thirty (30) days of the finalization of the testing results and shall be calculated on the basis of 2% or 1%
19 of one half of the employee’s annual base pay. Such employees shall also be eligible for a physical fitness
20 bonus as provided in E below. Those who score as “adequate” will receive no salary or physical fitness
21 bonus incentive.
22
- 23 E. Participating employees shall be eligible for four (4) hours of physical fitness bonus pay for each testing
24 period that the employee receives a score of “excellent” and two (2) hours for each time the employee scores
25 “good”. The accumulated total physical fitness bonus shall be paid to the eligible employee upon retirement
26 (as defined by WRS). Such payment shall be subject to the terms of Article 13, Post Employment Health
27 Plan.
28
- 29 F. Any employee hired on or after January 1, 1980, must maintain a rating of “adequate” or better. Failure to do
30 so may subject the employee to disciplinary action and shall be considered prima facie evidence of the
31 employee’s inability to fully perform the expected duties of his/her position.
32
- 33 G. Any other employee who elects not to participate or who fails to maintain a rating of “adequate” or better,
34 while not subject to discipline for such action, shall not be exempt from discipline for inability to fully perform
35 the expected duties of his/her position. Further, the department reserves the right to assess the medical and
36 physical fitness of each employee to perform all of the duties of a police officer.
37
- 38 H. Any employee who for reasons of illness or injury, is temporarily unable to perform at his/her previous
39 recorded level during any test period shall, after review and determination by the Chief of Police as to
40 legitimacy, be paid at the previous rate for a period that shall not exceed one testing period. If possible, the
41 employee shall test during that period to show the ability to complete the physical fitness testing. After one
42 testing period, if such illness or injury continues, the employee shall receive premium pay only if they test
43 during the test period.
44
- 45 I. All employees are responsible for determining their fitness to participate in the testing process. Employees
46 must provide a statement indicating that they have been involved in a physical fitness program for the six
47 month period preceding the assessment.
48
- 49 J. It is mutually agreed that the following are valid job related criteria for determining physical fitness of Appleton
50 police officers.
51
52

- 1 1. Upper body strength
- 2 2. Abdominal strength
- 3 3. Flexibility
- 4 4. Cardio Vascular endurance
- 5 5. Percentage body fat

6
7 K. The Chief of Police shall establish standards consistent with the above criteria for use in this program. Such
8 standards shall not be changed without prior approval of the Board of Directors of the Association.
9

10 ARTICLE 29 – FAIR SHARE

11
12 The Association, as the exclusive representation of all the employees in the bargaining unit, will represent all such
13 employees, Association and non-Association fairly and equally. All employees in the unit, excluding probationary
14 employees, shall as a condition of employment, be required to pay, as provided in this article, their proportionate
15 share of the costs of representation by the Association. No employee shall be required to join the Association, but
16 membership in the Association shall be made available to all employees who apply consistent with the Association
17 constitution and by-laws. No employee shall be denied Association membership because of race, creed, color or sex.
18

19 The Employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit an
20 amount certified by the Association as the current dues uniformly required of all members, and pay said amount to the
21 treasurer of the Association on or before the end of the month following the month in which said deduction was made.
22

23 Changes in the amount of dues to be deducted shall be certified by the Association and the Employer notified sixty
24 (60) days before the effective date of the change.
25

26 For all new employees, said deduction shall be made from the first paycheck from which said deductions are normally
27 made following the successful completion of the probationary period unless an authorization card is signed at an
28 earlier date by the probationary employee.
29

30 The City shall be held harmless in the event a dispute arises between an employee and the Association regarding the
31 interpretation and/or application of this provision.
32

33 ARTICLE 30 – JURY DUTY

34
35 Employees requested to be on jury duty shall be paid their normal pay and will turn over their jury duty fees to the
36 City, excluding actual expenses. For scheduling purposes, such employees shall be considered on the day shift on
37 any day in which they are required to report for jury duty. Provided, however, that third shift officers will not be
38 required to work immediately prior to being required to appear for jury duty. Employees who are excused from jury
39 duty prior to the end of the day shift shall report to the Police Department for assignment for the balance of that shift.
40 For purposes of this section, day shift shall be defined as 8:00 AM to 4:00 PM.
41

42 ARTICLE 31 – WEIGHT STANDARDS

43
44 A. All employees shall be required to maintain a percentage of body fat of “adequate” or better, in accordance
45 with the agreed upon body fat charts.
46

47 B. All employees will be tested for percentage of body fat semi-annually, except that those who fall below the
48 “adequate” level shall be tested monthly until they reach and maintain an “adequate” level.
49

50 C. Employees whose percentage of body fat fall below the “adequate” level must show progress toward
51 “adequate” in their monthly testing, and must reach the “adequate” level within one year.
52

- 1 D. Employees may be subject to progressive discipline for failure to comply with "C" above.
2
3 E. Nothing contained herein shall be construed as a waiver of any officer's rights under State Statutes 62.13 or
4 Article 18 – Grievance Procedure of this agreement.
5

6 ARTICLE 32 – NO STRIKE CLAUSE
7

8 No strikes of any kind shall be caused or sanctioned by the Association during the term of this agreement.
9

10 ARTICLE 33 – TERM OF AGREEMENT
11

12 This Agreement shall become effective as of January 1, 2009 and remain in full force and effect to and including
13 December 31, 2010 and shall renew itself for additional one-year periods thereafter unless either party pursuant to
14 Article 27 Changes in the Terms of this Agreement has notified the other party in writing that it desires to alter or
15 amend this Agreement at the end of the contract period.

It is agreed by and between the parties that the terms and conditions of the Employment Contract as contained herein shall be binding on both parties. The Contract may be reopened by mutual agreement of the parties hereto.

In witness whereof, the parties hereto, have executed this Agreement on this _____ day of _____, 2009.

CITY OF APPLETON

APPLETON PROFESSIONAL
POLICE ASSOCIATION
SUPERVISORY UNIT

Timothy M. Hanna, Mayor

President

Cindi Hesse, City Clerk

Secretary

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

Lisa A. Remiker, Finance Director

Approved as to Form

James Walsh, City Attorney

CITY OF APPLETON

AND

APPELTON PROFESSIONAL POLICE ASSOCIATION

SUPERVISORY UNIT

ORDER OF PICKING VACATION-AMENDMENT TO ARTICLE 8 – VACATIONS

During the 2009 bargain, the parties agreed to honor the department seniority date as the bargaining unit date (listed below) for purposes of picking vacation pursuant to Article 8 for the following list of employees. Any future employee entering into the unit will be assigned a bargaining unit seniority date based on their actual entry date.

In alphabetical order:

Bahr, Julie	09/08/81
Del Plaine, Carlos	03/11/85
Elliott, Steven	12/28/92
Franzke, Greg	11/28/83
Freeman, Todd	10/09/00
Geenen, Pat	03/06/83
Goodavish, Greg	05/30/85
Gostisha, Mike	01/03/89
Klauck, Charlie	01/13/86
Matuszewski, Pat	07/06/95
Miller, Jeff	06/01/99
Misselt, Erik	05/23/88
Nickels, Dave	01/03/94
Nilson, Rick	09/10/80
Nyman, Rudy	03/16/92
Olm, Todd	04/08/91
Peters, Todd	06/01/93
Potter, Larry	06/01/93
Steinke, Jay	05/23/88
Weiske, Dan	11/02/94

In seniority order:

Nilson, Rick	09/10/80
Bahr, Julie	09/08/81
Geenen, Pat	03/06/83
Franzke, Greg	11/28/83
Del Plaine, Carlos	03/11/85
Goodavish, Greg	05/30/85
Klauck, Charlie	01/13/86
Steinke, Jay	05/23/88
Misselt, Erik	05/23/88
Gostisha, Mike	01/03/89
Olm, Todd	04/08/91
Nyman, Rudy	03/16/92
Elliott, Steven	12/28/92
Potter, Larry	06/01/93
Peters, Todd	06/01/93
Nickels, Dave	01/03/94
Weiske, Dan	11/02/94
Matuszewski, Pat	07/06/95
Miller, Jeff	06/01/99
Freeman, Todd	10/09/00

EXHIBIT A
 APPLETON PROFESSIONAL POLICEMEN'S
 ASSOCIATION - SUPERVISORY UNIT
 SALARY SCHEDULE

1/1/2009 2.0%
 6/1/2009 1.0%
 1/1/2010 2.0%
 9/1/2010 1.0%

Based On:	<u>Flexible Schedule</u>				<u>Regular Schedule</u>			
	<u>1998.6 Hrs/Yr (76.87 Bi-weekly)</u>				<u>2007.5 Hrs/Yr (77.21 Bi-weekly)</u>			
	Effective 1/1/2009	Effective 6/1/2009	Effective 1/1/2010	Effective 9/1/2010	Effective 1/1/2009	Effective 6/1/2009	Effective 1/1/2010	Effective 9/1/2010
Lieutenant (Non-degree)	\$ 34.08	\$ 34.42	\$ 35.11	\$ 35.46	\$ 33.24	\$ 33.57	\$ 34.24	\$ 34.58
*After 1 Year	34.59	34.94	35.64	36.00	33.75	34.09	34.77	35.12
*After 2 Years	35.27	35.62	36.33	36.69	34.39	34.73	35.42	35.77
*After 3 Years	36.17	36.53	37.26	37.63	35.26	35.61	36.32	36.68
*After 4 Years	36.53	36.90	37.63	38.01	35.61	35.97	36.68	37.05
Lieutenant (Baccalaureate Degree)	\$ 34.73	\$ 35.08	\$ 35.78	\$ 36.14	\$ 33.93	\$ 34.27	\$ 34.96	\$ 35.31
*After 1 Year	35.25	35.60	36.31	36.67	34.45	34.79	35.49	35.84
*After 2 Years	35.98	36.34	37.07	37.44	35.12	35.47	36.18	36.54
*After 3 Years	36.86	37.23	37.97	38.35	36.02	36.38	37.11	37.48
*After 4 Years	37.23	37.60	38.35	38.73	36.38	36.74	37.48	37.85
Captain (Baccalaureate Degree)	\$ 39.09	\$ 39.48	\$ 40.27	40.67	38.20	\$ 38.58	\$ 39.35	\$ 39.74
*After 1 Year	39.87	40.27	41.08	41.48	38.96	39.35	40.14	40.53
*After 2 Years	40.87	41.28	42.11	42.52	39.93	40.33	41.14	41.54

The negotiated across the board wage adjustment is applied to each individual step.

*Refers to the length of time in the position.

The negotiated across the board wage adjustment is applied to each individual step Lieutenant.

The "After 4 years" step for Lieutenant is computed as 1% more than the "after 3 years" step.

The start step for Captain is computed as 5% more than the "after 4 years" step for Lieutenant.

The "after 1 year" step for Captain is computed as 2% more than the "start" step and the

"after 2 years" step is computed as 2.5% more than the "after 1 year" step.

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

EXHIBIT B

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2009-2010 PLAN OPTIONS –

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

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

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

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

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

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

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan C	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
1. Ambulance Services – Emergency Only	Ground transportation: 90% of eligible expenses after deductible. Air transportation: 90% of eligible expenses after deductible	Ground transportation: 90% of eligible expenses after deductible. Air transportation: 90% of eligible expenses after deductible	Ground transportation: 90% of eligible expenses after deductible. Air transportation: 90% of eligible expenses after deductible	Ground transportation: 90% of eligible expenses after deductible. Air transportation: 90% of eligible expenses after deductible	Ground transportation: 90% of eligible expenses after deductible. Air transportation: 90% of eligible expenses after deductible	Ground transportation: 90% of eligible expenses after deductible. Air transportation: 90% of eligible expenses after deductible
2. Dental Services – Accident Only	90% of eligible expenses after deductible; *prior notification is required before follow-up treatment begins	90% of eligible expenses after deductible; *prior notification is required before follow-up treatment begins	90% of eligible expenses after deductible; *prior notification is required before follow-up treatment begins	90% of eligible expenses after deductible; *prior notification is required before follow-up treatment begins	90% of eligible expenses after deductible; *prior notification is required before follow-up treatment begins	90% of eligible expenses after deductible; *prior notification is required before follow-up treatment begins
3. Durable Medical Equipment	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required when the cost is more than \$1,000 ⁽¹⁾	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required when the cost is more than \$1,000 ⁽¹⁾	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required when the cost is more than \$1,000 ⁽¹⁾
3a. Hearing Aids – up to \$1,500 Max Benefit, Every Three Years	90% of eligible expenses after deductible	Not covered	90% of eligible expenses after deductible	Not covered	90% of eligible expenses after deductible	Not covered
4. Emergency Health Services	\$50 copay (waived if admitted)	\$50 copay (waived if admitted); *notification is required if results in an inpatient stay	\$50 copay (waived if admitted)	\$50 copay (waived if admitted); *notification is required if results in an inpatient stay	\$50 copay (waived if admitted)	\$50 copay (waived if admitted); *notification is required if results in an inpatient stay

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan C	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
5. Eye Examinations Refractive eye examinations are limited to one every calendar year from a UHC network provider.	100% coverage	No coverage	100% coverage	No coverage	100% coverage	No coverage
5a. Eye Exam Arising out of Illness or Injury	\$20 per visit	70% of eligible expenses after deductible	\$15 per visit	70% of eligible expenses after deductible	\$25 per visit	70% of eligible expenses after deductible
6. Home Health Care Network and non-network benefits are limited to 60 visits for skilled care services per calendar year.	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required 5 days before receiving services	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required 5 days before receiving services	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required 5 days before receiving services
7. Hospice Care Network and non-network benefits are limited to 360 days during the entire period of time a covered person is covered under the plan.	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required 5 days before receiving services	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required 5 days before receiving services	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification is required 5 days before receiving services
8. Hospital – Inpatient Stay	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification required	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification required	90% of eligible expenses after deductible	70% of eligible expenses after deductible; *prior notification required
9. Injections Received in a Physician’s Office	\$20 copay per visit	70% of eligible expenses after deductible	\$15 copay per visit	70% of eligible expenses after deductible	\$25 copay per visit	70% of eligible expenses after deductible

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan C	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
10. Maternity Services – Prenatal Care	\$20 copay for initial visit; no copayment applies to physician office visits for prenatal care after the first visit. Delivery is subject to deductible and coinsurance.	70% of eligible expenses after deductible; *notification is required if inpatient stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.	\$15 copay for initial visit. No copayment applies to physician office visits for prenatal care after the first visit. Delivery is subject to deductible and coinsurance.	70% of eligible expenses after deductible; *notification is required if inpatient stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.	\$25 copay for initial visit. No copayment applies to physician office visits for prenatal care after the first visit. Delivery is subject to deductible and coinsurance.	70% of eligible expenses after deductible; *notification is required if inpatient stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan C	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
11. Outpatient Surgery, Diagnostic, and Therapeutic Services						
Outpatient surgery	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible
Outpatient Diagnostic Services Lab, Radiology/X-ray (unless otherwise noted)	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
Outpatient diagnostic/ Therapeutic Services – CT Scans, PET Scans, MRI, and Nuclear Medicine	\$50 copay per test	70% of eligible expenses after deductible	\$50 copay per test	70% of eligible expenses after deductible	\$50 copay per test	70% of eligible expenses after deductible
Outpatient Therapeutic Treatments	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible	90% of eligible expenses after deductible	70% of eligible expenses after deductible
PSA	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
Colonoscopies	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
Mammograms	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible	100% coverage	70% of eligible expenses after deductible
12. Physician's Office Services	\$20 copay per visit	70% of eligible expenses after deductible	\$15 copay per visit	70% of eligible expenses after deductible	\$25 copay per visit	70% of eligible expenses after deductible

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

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

ADDITIONAL BENEFITS

Types of Coverage	PPO Plan A		PPO Plan B		HRA Plan	
	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts	Network Benefits/ Copayment Amounts	Non-Network Benefits/ Copayment Amounts
Mental Health and Substance Abuse Services – Outpatient Must receive prior authorization through the Mental Health/Substance Abuse Designee. Network and non-network benefits are limited to 20 visits or \$2,000 whichever is greater per calendar year.	\$20 copay per individual visit, \$15 per group visit ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	\$15 copay per individual visit, \$10 per group visit ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	\$25 copay per individual visit, \$20 per group visit ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾
Mental Health and Substance Abuse Services – Inpatient Must receive prior authorization through the Mental Health/Substance Abuse Designee. Network and non-network benefits are limited to 30 days or \$7,000 whichever is greater per calendar year.	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾
Mental Health and Substance Abuse – Transitional Must receive prior authorization through the Mental Health/Substance Abuse Designee. Network and non-network benefits are limited to 20 visits or \$3,000 whichever is greater per calendar year.	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾	90% of eligible expenses after deductible ⁽¹⁾	70% of eligible expenses after deductible ⁽¹⁾
Chiropractic Care Benefits include diagnosis and related services. Network and non-network benefits are limited to 24 visits per calendar year.	90% of eligible expenses after deductible	70% eligible expenses after deductible	90% of eligible expenses after deductible	70% eligible expenses after deductible	90% of eligible expenses after deductible	70% eligible expenses after deductible
Prescription Drugs - Retail Tier I (Preferred) – Tier II (Not Preferred) – Tier III - Mail Order Tier I (Preferred) – Tier II (Not Preferred) – Tier III	(31 Day Supply) \$10 copay \$25 copay \$40 copay (90 Day Supply) \$25 copay \$62.50 copay \$100 copay	(31 Day Supply) \$10 copay \$25 copay \$40 copay N/A	(31 Day Supply) \$10 copay \$25 copay \$40 copay (90 Day Supply) \$25 copay \$62.50 copay \$100 copay	(31 Day Supply) \$10 copay \$25 copay \$40 copay N/A	(31 Day Supply) \$10 copay \$25 copay \$40 copay (90 Day Supply) \$25 copay \$62.50 copay \$100 copay	(31 Day Supply) \$10 copay \$25 copay \$40 copay N/A

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

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

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

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

This constitutes only a summary of the health plan involved. The actual contract or plan document must be consulted to determine the governing contractual provisions, limitations, or exclusions. There is no guarantee, expressed or implied, by Associated Financial Group or vendors of plan provisions or level of payments.