

AGREEMENT

between

CITY OF MENASHA

and

MENASHA PROFESSIONAL POLICE UNION

LOCAL 603, AFSCME, AFL-CIO

January 1, 2007 to December 31, 2008

TABLE OF CONTENTS  
Local 603

Article I.....	Purpose of Agreement.....	1
Article II.....	Recognition.....	1
Article III.....	Management Rights.....	1
Article IV.....	Wages and Wage Benefit.....	1
Section A.....	Monthly Pay Schedules & Time In Step.....	2
Section B.....	Assignments.....	2
Section C.....	Holiday.....	3
Section D.....	Differential Pay.....	4
Section E.....	Clothing Allowance.....	4
Section F.....	Health, Dental and Vision Benefits.....	5
Section G.....	Life Insurance.....	7
Section H.....	Educational Incentive Program.....	7
Section I.....	Retirement.....	7
Section J.....	Section 125 Plan.....	7
Article V.....	Working Conditions.....	7
Section A.....	Work Hours.....	7
Section B.....	Vacations.....	9
Section C.....	Sick Benefits.....	10
Section D.....	Funeral Leave.....	11
Section E.....	Military Leave.....	11
Section F.....	Probationary Period.....	11
Section G.....	Light Duty.....	12
Article VI.....	Miscellaneous Provisions.....	12
Section A.....	Fair Share.....	12
Section B.....	Union Business.....	13
Section C.....	State Convention.....	13
Section D.....	Residency.....	13
Article VII.....	Grievance Procedure.....	13
Article VIII.....	Arbitration.....	15
Article IX.....	Union Activity.....	16
Article X.....	Outside Employment.....	16
Article XI.....	Duty Incurred Injury.....	17
Article XII.....	Settlement of Prohibited Practice Problems.....	17
Article XIII.....	No Strike Agreement.....	18
Article XIV.....	Entire Memorandum of Agreement.....	18
Article XV.....	Savings Clause.....	18
Article XVI.....	Term of Agreement.....	18
.....	Signature Page.....	19
.....	Appendix B - HMO Health Summary.....	21
.....	Appendix B - HMO Prescription Drug Summary.....	25
.....	Appendix C - POS Health Summary.....	27
.....	Appendix C - POS Prescription Drug Summary.....	31

## **ARTICLE I - PURPOSE OF AGREEMENT**

- A. It is the intent and purpose of the parties hereto that this agreement shall promote and improve working conditions between the City of Menasha and the Menasha Professional Police Union and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto.
- B. The City of Menasha agrees that there shall be no discrimination by the City against any member of the Menasha Professional Police Union because of his/her membership or activities in the Union, nor will the City of Menasha interfere with the right of any police officer to become a member of the Menasha Professional Police Union. The Menasha Professional Police Union agrees that neither it nor any of its members will discriminate against an employee of the City for any reason.

## **ARTICLE II - RECOGNITION**

- A. The City recognizes the Menasha Professional Police Union, Local 603, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for all full-time law enforcement officers of the Menasha Police Department with the full power of arrest, excluding managerial, confidential and supervisory personnel, for the purpose of engaging in conferences and negotiations establishing wages, hours, and conditions of employment for those employees.
- B. The City of Menasha will be referred to as "the City" or "the Employer" and the Menasha Professional Police Union shall be referred to hereafter as "the Union." All employees in the bargaining unit entitled to receive the benefits of this Agreement shall be referred to as "police officers," "employees," or "officers."

## **ARTICLE III - MANAGEMENT RIGHTS**

The City possesses the sole right to operate the Menasha Police Department and all management rights repose in it, subject only to the provisions of this agreement and applicable law. These rights, which are normally exercised by the Chief of Police, include but are not limited to the direction of all operations of the Menasha Police Department, the establishment of reasonable work rules, the discipline of employees pursuant to Section 62.13, Wisconsin Statutes, the assignment and transfer of employees within the department, and the determination of the number and classifications of employees needed to provide the services of the department. These rights shall be exercised in a reasonable manner and shall not be used to discriminate against any employees.

## **ARTICLE IV - WAGES AND WAGE BENEFIT**

- A. The following shows the monthly pay schedule for the term of this agreement, and the requirements related to the various steps.

PAY RATES

	<u>Step</u>	Monthly Pay Effective <u>1/1/2007</u>	Monthly Pay Effective <u>7/1/2007</u>
Patrol Officers	1	\$3,005	\$3,035
	2	\$3,305	\$3,338
	3	\$3,636	\$3,672
	4	\$3,997	\$4,037
	5	\$4,362	\$4,406
	6	\$4,483	\$4,528

	<u>Step</u>	Monthly Pay Effective <u>1/1/2008</u>	Monthly Pay Effective <u>7/1/2008</u>
Patrol Officers	1	\$3,111	\$3,158
	2	\$3,421	\$3,472
	3	\$3,764	\$3,820
	4	\$4,138	\$4,200
	5	\$4,516	\$4,584
	6	\$4,641	\$4,711

STEP REQUIREMENTS

	<u>Step</u>	Time To Attain <u>Step</u>	Minimum Time <u>In Step</u>	Maximum Time <u>In Step</u>
Patrol Officers	1	Hire	1 year	1 year
	2	1 year	1 year	1 year
	3	2 years	1 year	1 year
	4	3 years	1 year	1 year
	5	4 years	1 year	1 year
	6	As assigned	--	--

B. Assignments

1. The Chief of Police may assign officers to serve as OIC's, who will perform certain duties of a Supervisory Lieutenant. These assignments are not permanent. The selection and duration of such assignments are made at the discretion of the Chief of Police. When so assigned as OIC's, officers shall receive grade 6 pay for all hours worked as an OIC, but not less than two (2) hours for each assignment.
2. The Chief of Police may assign officers to various investigative assignments including criminal investigation, juvenile investigation, police school liaison, drug investigation

(MEG) and crime reduction. These assignments are not permanent. The selection and duration of such assignments is made at the discretion of the Chief of Police. Patrol Officers so assigned shall receive grade 6 pay for the actual time spent in such assignment.

3. Field training officers shall receive Step 6 pay for all hours worked as an FTO.
4. The City shall pay an additional \$200 on the first paycheck in December in the assignment of CRT, Evidence Tech, or CSO Training if that Officer has participated in that assignment for at least 11 months. Any officer assigned to more than one of the above assignments shall only be entitled to \$200.

C. Holidays

1. The following ten (10) days are considered holidays:

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

2. The holiday period is defined as beginning at 6:00 AM on the holiday and ending at 6:00 AM the day after the holiday.
3. All officers will receive pay for holidays on their payroll check twice each year on the second paycheck in May and the second paycheck in November. Anyone receiving holiday pay who is no longer employed on a holiday for which that officer has been paid will have the holiday pay deleted from their last paycheck.
4. Officers who are required to work on a holiday will receive straight time pay plus time and one-half (total 2-1/2 times) for all hours worked.
5. Officers not normally scheduled to work weekends such as investigatory officers and officers on special duty assignment, will be subject to being scheduled off from work on any of the above holidays at the determination of the Police Chief or his/her designate.
6. The chart below is designed to clarify the language of Article IV.C. 4. Officers will also receive 8 hours holiday pay pursuant to Article IV.C.3. above.

Regular Schedule- Worked Holiday:	8 hours regular 12 hours holiday pay rate (1.5 times hours worked)
Sign-up Overtime- Holiday:	12 hours holiday pay rate (1.5 times hours worked)

Regular Schedule-  
Worked Holiday- 8 hours regular  
4 hrs OT signup: 12 hours holiday pay rate (1.5 times hours worked)  
*The first two are for first 8 hours*  
6 hours holiday rate (1.5 times hours worked)  
*The additional 4 hours worked*

Regular Schedule-  
Worked Holiday- 8 hours regular  
4 hrs Forced OT: 12 hours holiday pay rate (1.5 times hours worked)  
*The first two are for first 8 hours*  
6 hours holiday pay rate (1.5 times hours worked)  
*The additional 4 hours worked*  
2 hours call-in time

Off day Holiday-  
Forced in 8 hours 12 hours holiday pay rate (1.5 times hours worked)  
2 hours call-in time

D. Differential Pay

1. A shift differential will be paid at the rate of forty cents (\$0.40) per hour for all hours actually worked by scheduled shift officers from 6:00 p.m. to 6:00 a.m.

E. Clothing Allowance

1. The Chief of Police or designee will administer the following clothing program:
  - a. At the time of hire a police officer will be allowed up to \$500.00 for his/her initial uniform requirement.
  - b. Subsequent to the year of hire, each police officer shall be paid \$400 each calendar year as a clothing allowance. Two Hundred Dollars (\$200.00) shall be paid on the second paycheck in January and Two Hundred Dollars (\$200.00) shall be paid on the second paycheck in June. These sums shall be used for the purchase of designated official Police Department uniforms and approved accessories as authorized by the Chief of Police or his/her designee.

Clothing allowance is increased to \$500 effective January 1, 2008. Two Hundred Fifty Dollars (\$250.00) shall be paid on the second paycheck in January and Two Hundred Fifty Dollars (\$250.00) shall be paid on the second paycheck in June.

Any balance in current officer's accounts as of December 31, 2000 will be paid out with the January 2001 payment.

- c. Each and every police officer will maintain at least one full, properly fitted set of the designated official Police Department uniform.

- d. Officers shall be compensated for items of personal property which are damaged or broken during the normal course of an Officer's duties subject to these restrictions:
  1. The item must be a necessary part of the Officer's duties.
  2. A receipt or estimate of repair or replacement must be provided.
  3. Annual maximum of \$50.00 per officer.
  4. Any recovery through restitution or a civil suit requires repayment to the City within 10 days of payment.
2. Each officer shall be reimbursed to a maximum of \$300.00 per year for cleaning and repair of uniforms, payable in One Hundred Fifty Dollar (\$150.00) installments on the first paycheck in June and the first paycheck in December.
3. The City will pay the cost of changes in uniform which require the purchase of new additional items or the purchase of replacements which cause the immediate obsolescence of existing items. The cost of phased changes will be borne by the officers.
4. All officers who agree in writing to wear an approved body armor and who also certify by November 1 of each year that the officer has worn the safety vest while on duty shall be eligible for a bonus equal to one percent (1%) of his/her annual base wage to be paid on the first paycheck in December. This sum shall be in the nature of a bonus and shall not be added to base wages, nor shall it be included when calculating the hourly rate for purposes of overtime, or the payout of any benefits at termination of employment. Those officers assigned to plain clothes duty shall be required to wear the body armor for all appropriate duties. The Chief of Police or his/her designee may grant exceptions to this requirement.
5. The City will purchase the body armor for all newly-hired officers and shall replace current officer vests on a rotating basis such that 20% of the vests will be replaced each year, for all officers who comply with paragraph F.4.

F. Health, Dental and Vision Benefits

1. Effective with this Agreement, the City will provide as health insurance coverage, the choice of either Network Health Plan Custom Adv Plus POS or Network Health Plan HMO-1. The prescription drug plan will be the Network BPL 50008 – HMO Prescription Benefit Plan if the HMO health plan is chosen, and Network BPL 50009 – POS Prescription Benefit Plan if the POS health plan is chosen. The description of the benefit level of the HMO health and drug plan is attached as Appendix B. The description of the benefit level of the POS health and drug plan is attached as Appendix C.
2. Premium share for HMO shall be 5% in 2007 with a cap of \$70, 6% in 2008 with a cap of \$95. Premium share for the POS shall be 8% in 2007 with a cap of \$125, 9% in 2008 with

a cap of \$160. Premium share for dental and vision coverage will match that selected for health coverage. The caps will include premium share for dental and vision coverage.

3. The drug card shall be either the BPL 50008 – HMO, or the BPL 50009 – POS. Upon reaching an out-of-pocket maximum of \$200/yr/RX, each employee shall be reimbursed by the City for the balance of the Rx cost of that Rx for Tier 2 drugs. Upon reaching an out-of-pocket maximum of \$320/yr/RX, each employee shall be reimbursed by the City for the balance of the Rx cost of that Rx for Tier 3 drugs (mail order only).
4. Each employee shall be eligible to change health insurance choice on an annual basis. This annual election shall not apply to vision coverage. Each employee will be eligible to change vision insurance coverage every other year when the vision insurance contract expires.
5. The City will provide the Delta Dental Plan. The annual maximum benefit is \$1,500/patient/year for dental services. The annual maximum benefit for dental surgery is \$3,000/patient/year, subject to the co-pays and deductibles of the plan in existence in 2006.
6. The City will provide vision insurance that includes a \$20 co-pay and allows for one pair of contacts or one pair of lenses each year, and one pair of glass frames every other year.
7. The City may from time to time change the insurance carrier or method of funding for health, dental and vision coverage if it elects to do so, provided that any plan offers coverage that is equivalent in the aggregate or better than the plan(s) then in existence for employees in the bargaining unit. At least thirty days' advance notice of any change shall be provided to the Union. Neither changes in the list of providers nor in the list of prescription drugs shall be viewed as a reduction in benefits. It is understood that any change in carrier(s) or method of funding will not result in an increase in the above-stated deductibles, drug co-payments or in the introduction of other co-payments.
8. No employee shall make any claim against the City for additional compensation in lieu of or in addition to his/her premium paid by the City because he/she does not qualify for the family plan, nor in the event that employee does not elect to take health, dental or vision insurance through the City.
9. Employees who retire shall be eligible to continue health care plan coverage only, at their expense until that employee is eligible for Medicare. When the retired employee becomes eligible for Medicare, that retired employee's spouse will be eligible to continue Single Health Plan coverage only, at his/her own expense, until that spouse is eligible for Medicare, provided that spouse does not have other health care coverage and meets the eligibility requirements of the plan.
10. Any employee requesting the assistance of the City with any question regarding health, dental or vision benefits shall be obligated to sign a release of his/her privacy rights prior to any City staff member from engaging in such assistance.

G. Life Insurance

Police officers shall be entitled to subscribe to, or to continue to participate in, the State Group Life Insurance Program provided by the City and in accordance with the provisions of that program. The City shall continue to pay the City's share of the premiums for such life insurance.

H. Educational Incentive Program

Any such officer who receives or holds a degree from an accredited college or university and presents such certification to the Chief of Police and has attained Step IV shall receive the following monthly compensation not to be pyramided:

Bachelors Degree	\$100.00
Masters Degree	\$125.00
Doctorate	\$150.00

I. Retirement

1. Aside from contributing the employer's contribution to the Wisconsin Retirement System, the City shall also pay up to 7% of each eligible employee's gross compensation to offset the employee's contribution to the fund.

J. Section 125 Plan

Install a Section 125 Plan and allow employees to participate as soon as administratively possible upon settlement of this Agreement. At least 25% of the bargaining unit employees must agree to participate for the plan to be offered. The Section 125 Plan will be offered so long as the Internal Revenue Service offers this tax break.

**ARTICLE V - WORKING CONDITIONS**

A. Work Hours

1. The normal work day shall consist of an eight-hour, twenty-minute shift for shift work officers. The normal work day shall consist of eight hours for non-shift working officers.
2. The work week will provide a work schedule no less than five working days, two days off, five working days, three days off, five working days, three days off, on a repeating cycle.
3. Officers assigned to various investigative assignments as described in Article IV who normally work a Monday through Friday work schedule, will receive one (1) kelly day every four weeks as assigned or approved by the officer's supervisor.

4. Overtime

- a. Overtime shall be compensated at the rate of time and one-half in excess of the scheduled work day or work period.
- b. Overtime may be taken in cash or compensatory time off, to be determined by the Chief. However, accumulated overtime may not exceed fifty (50) hours.
- c. All overtime in excess of fifty (50) hours will be paid along with the earnings of the following pay period.
- d. Any overtime earned within a specific calendar year and carried over to the following year or years shall be paid at the rate in existence at the time of earning.
- e. Assigned overtime shall be posted by the Chief of Police or his/her designee; and mandatory overtime shall not be included in the assignment of sign-up overtime.
- f. The current posted overtime policy will be followed.
- g. Any overtime designated as compensatory time off will only be used as compensatory time off, including time transferred between officers.
- h. Any overtime earned as a result of mutual aid assignment or any special outside assignments will be paid in cash only.
- i. At the time of termination an employee shall be paid for all earned but unused compensatory time.
- j. After September 1, any Officer who has had the maximum fifty (50) hours of compensatory time on the books for 90 consecutive days may request that five (5) days of the accumulated compensatory time be paid to that officer. The Chief of Police or his designee has the discretion to make such payment if the department's budget allows. The payment will be made on the first check issued two weeks after the Human Resources Department is notified of the Chief's approval.

5. Call-in Time

- a. The employee will be paid two (2) hours at straight time plus a minimum of two (2) hours at the rate of time and one-half for any special event or emergency requiring the officer's reporting to the station, but excluding assigned training sessions.
- b. Any time an officer is required to work before or after his/her normal shift to fill a vacancy, he/she will be credited with two (2) hours call-in time in addition to his/her pay received under Section V(4)(a).

- c. Call time provisions will apply on shift changes when the officer has not been notified at least 24 hours in advance of the advised reporting.

In the instance of a scheduled Court appearance, the Officer shall call the Department 2 hours before the scheduled Court appearance. If the Court appearance has been cancelled, no call-in time or Court time will apply.

- d. No Officer may receive more than one three-hour minimum on any day for scheduled Court appearances, unless the Court appearances are scheduled such that one is between 8 a.m. and 12 p.m., and one is between 12 p.m. and 5 p.m.
- e. Each officer shall be required to participate in an annual hearing exam. No call time will be paid for the annual hearing exam, unless the notification for the hearing exam is given less than 24 hours before the exam. A minimum of two hours overtime will be paid if the hearing exam is scheduled outside of the officer's normal shift.

6. Court Time

A minimum of three (3) hours will be allowed for time spent for court appearance. Court time outside of scheduled working hours shall be included in the calculation of overtime, however, in the event an officer is not given 24 hours notice of a court appearance, time will be calculated at 2-1/2 times the normal rate of pay.

7. Stand-by for Mutual Aid

In the event of requests by participating municipalities in the mutual aid pact for an employee to stand by for a contemplated emergency, the employee will be entitled to compensatory time off in the amount of two (2) hours for each day of requested stand-by.

B. Vacations

- 1. Vacation with pay shall be given as follows:

Years of Service	Vacation of Allowance
1	2 weeks and one day
6	3 weeks and two days
13	4 weeks and two days
18	5 weeks and two days

- 2. If the first year of service is completed prior to July 1, two (2) weeks shall be given.
- 3. If the first year of service is completed between July 1 and November 1, one (1) week shall be given.
- 4. If the first year of service is completed after November 1, no vacation shall be allowed until the next calendar year.

5. All vacations must be taken in increments of full weeks unless a split vacation is approved by the Police Chief. Full week vacations will take priority over split week vacations for scheduling purposes.

The additional vacation days shall be treated as all other single vacation days. Where possible, the Officer should schedule this additional vacation day so as to avoid overtime.

6. All vacations shall be that time which falls between regular scheduled days off.
7. The Chief shall have a vacation schedule available for all employees on or before December 15 for the members of the Department to select their vacations. The order of selecting vacations shall be by seniority, however, the Chief shall retain the right to adjust the vacation schedule at his/her discretion, subject to the needs of the Department. All members with three (3) or more weeks shall sign up for the third week of their vacation after all employees have signed for their first two (2) weeks.
8. All vacations shall be taken on a current year basis and shall not accumulate from year to year.
9. If vacation cannot be taken during the current year due to unforeseen emergency circumstances, the unused vacation will be paid to the employee, in cash, on the first paycheck following January 1st of the new year.
10. Scheduled days off which are continuous with paid vacation of one consecutive week or more shall be treated the same as paid vacation time off for call-to-work purposes.
11. All vacation sign-ups for single days shall be done prior to December 1 of each year. The Chief or his designee may grant an exception to this provision if exceptional circumstances apply.

C. Sick Benefits

1. Employees are entitled to earn one-and-one-fourth (1-1/4) day's sick leave for each month worked commencing at the employee's date of hire, accumulative to 120 days.
2. In the event of sudden or serious illness of a member of the officer's immediate family which requires his/her presence at home, the use of sick leave for emergency leave is authorized up to three (3) days in any calendar year.
3. An employee who is off three or more consecutive work days shall provide the Chief with a doctor's certificate upon his/her return to work. The certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for such period or absence.
4. All sick leave shall be subject to administration by the Chief and shall be used only for sickness of the employee, except for the provisions of paragraph 2 above.

5. Each employee after having attained the maximum accumulative sick leave, shall at the end of each year be credited with two-thirds (2/3) day for each day of current allowance not used; and upon retirement the total of such credits, plus two-thirds (2/3) day for each day of accumulative sick leave in excess of sixty (60) days shall be applied at the employee's base rate to the extension of health insurance benefits. In the event of death of an employee or retiree, any such credits not used shall be applied to the extension of health insurance benefits for eligible survivors.
6. Effective January 1, 2004, in addition to the provisions of 5 above, upon retirement of an employee who is immediately eligible for a retirement annuity from the Wisconsin Retirement System and not reduced for early retirement reasons, the City will place in escrow at the employee's current base rate of pay up to a maximum of 75 days of unused, accumulated sick leave for purposes of paying month health insurance premiums until the escrow fund is exhausted.

D. Funeral Leave

1. Funeral leave pay will be limited to scheduled time lost within the period beginning with the day of death and ending the day of the funeral, except not to exceed three (3) days.
2. Three-day funeral leave shall include the death of the employee's spouse, son, daughter, step-son, step-daughter, legal wards, father, mother, step-father, step-mother (two per career), sister, brother, father-in-law, mother-in-law.
3. One-day funeral leave shall include the employee's brother-in-law, sister-in-law, and grandparents.
4. An employee may request funeral leave, not to exceed 3 days, in the event the circumstances of the relationship between the decedent and employee warrant additional funeral leave. Such request shall be made to the Personnel Director or to the Department Head if the Personnel Director is unavailable.

E. Military Leave

1. Whenever an employee attends an encampment for which he/she is reimbursed by the Federal Government, he/she shall have the option of turning over his/her federal check to the City in the exchange for the City check or, in the alternative, keep the military check and not receive his/her City salary check. In no event may the employee retain two (2) checks.
2. In no event will the time spent in said military encampment be charged against his/her vacation pay or sick leave; provided however, that such encampment shall not exceed a period of two (2) weeks.

F. Probationary Period. The probationary period shall be 18 months or as otherwise established by the Police and Fire Commission pursuant to State law.

- G. Light Duty. Change the light duty policy so there is no distinction between pregnancy and any other off-duty condition resulting in a request for Light Duty.

## **ARTICLE VI- MISCELLANEOUS PROVISIONS**

### A. Fair Share

1. All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's constitution and bylaws.
2. The Employer shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the cost of representation by the Union, as provided in Section 111.70(l)(f), Wis. Stats., and as certified to the City of Menasha by the Union. The Employer shall pay said amount to the treasurer of the Union on or before the end of the month in which such deduction was made. The date for the commencement of these deductions shall be determined by the Union; however, all employees, except exempt employees, shall be required to pay their full (annual) fair share assessment regardless of the date on which their fair share deductions commence. The Employer will provide the Union with a list of employees from whom deductions are made with each monthly remittance to the Union.
  - a. The Union shall notify the City of the amount certified by the Union to be the fair share of the cost of representation by the Union and the date for the commencement of fair share deductions, (two weeks) prior to any required fair share deduction.
3. The Union agrees to certify to the Employer only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Union agrees to inform the Employer of any change in the amount of such fair share costs.
4. The Union shall provide employees who are not members of the Union with an internal mechanism within the Union which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Union will place in an interest-bearing escrow account any disputed fair share amounts.
5. The Union does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provision of this Article, and in reliance on any lists or certificates which have been furnished to the Employer

pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

B. Union Business

Bargaining committee members shall be given permission to attend meetings with the City during working hours subject to the need for police officers on duty.

C. State Convention

1. The City shall allow two (2) officers to attend the State AFSCME convention.
2. Any officer not on his/her regular days off the three (3) days for the convention will be allowed to use vacation time or compensatory time for the convention.
3. The City shall allow one (1) car to provide transportation at the current authorized rate per mile for travel on City business.
4. Upon application to the City Clerk, such pay may be drawn previous to the event.

D. Residency.

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

- E. Officers shall be allowed a reasonable period of time while on duty to cash paychecks with approval of the Supervisory Lieutenant, Operations Lieutenant of Investigations Lieutenant.

## **ARTICLE VII - GRIEVANCE PROCEDURE**

A. Definition of Grievance

A grievance shall mean any controversy which exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute of any employee or group of employees or the City concerning this contract.

B. Time Limitations

If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.

C. Settlement of Grievance

Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

D. Steps in Procedure

Step 1

The grievant, either alone or with one (1) Union representative, shall present his/her grievance in writing to the Supervisory Lieutenant or Lieutenant within fifteen (15) calendar days after he/she knew the cause of such grievance or the grievance shall be deemed to have been waived. In the event of a grievance the employee shall perform his/her assigned work task and grieve his/her complaint later. The Supervisory Lieutenant or Lieutenant shall, within ten (10) calendar days, inform the employee, and the Union representative, where applicable, of his/her decision.

Step 2

If the grievance is not settled at the first step, the grievant with one (1) Union representative, within five (5) calendar days after the decision of the Supervisory Lieutenant or Lieutenant, shall present his/her grievance to the Police Chief. The Chief shall meet with the employee and his/her Union representative. The Chief will review and further investigate the grievance. The Chief will inform the aggrieved employee and the Union in writing of his/her decision within fifteen (15) calendar days after the receipt of the grievance.

Step 3

If the grievance is not settled in the second step, any grievance which is not covered by Section 62.13 of the Wisconsin Statutes (i.e., discipline or discharge grievances) and does not involve the authority of the Chief of the Police Department but rather relates only to the interpretation of this contract, shall be submitted to the Personnel Director. This appeal shall take place within five (5) calendar days after receipt of the written decision of the Chief. The Personnel Director shall inform the aggrieved and the Union in writing of the decision within fifteen (15) calendar days after receipt of the grievance by the Personnel Director.

E. Procedure in Event of Discipline or Discharge

In the event that a permanent employee is disciplined, he/she shall be advised in writing of the reasons for the disciplinary action with sufficient information adequately advising the employee of the conduct giving rise to the disciplinary action. The employee shall be given the opportunity to file a written response to the written notice of discipline.

## ARTICLE VIII - ARBITRATION

### A. Time Limits

If a satisfactory settlement is not reached in Step 3 of the grievance procedure, depending upon the nature of the grievance, the employee and the Union must notify the City in writing within five (5) calendar days after the decision of either the Mayor or the Personnel Committee, whichever is applicable, that they intend to process the grievance to arbitration or the appeal shall be deemed to have been waived.

### B. Arbitrator

Before the arbitration hearing, the City and Union shall use their best efforts to select a mutually agreeable arbitrator. If the City and Union are unable to agree on an arbitrator within ten (10) days, either party may request the Wisconsin Employment Relations Commission to prepare a list of five impartial arbitrators. The Union and the City shall then alternately strike two parties each on the slate with the party filing the grievance exercising the first and third strikes. The Union and the City shall exercise their strikes within ten (10) days following receipt of the slate from the WERC. The remaining arbitrator on the slate after the strikes shall then be notified of his/her appointment as arbitrator in a statement from the Union.

### C. Arbitration Hearing

The arbitrator shall use his/her best efforts to mediate the grievance before the final arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the City and the Union which shall be final and binding upon both parties. The arbitrator's decision on the arbitrability of any issue will be final and binding.

### D. Costs

Each party shall share equally in the costs and expenses of the arbitration hearing. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney's fees. Testimony or other participation by employees during arbitration proceedings shall take place outside of working hours if possible, but in any event, such participation shall not be reimbursed or paid for by the City. The arbitration hearing shall be conducted in the City Hall.

### E. Decision of the Arbitrator

The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred. The Arbitrator shall not modify, add to, or delete from the express terms of this Agreement.

F. Time and Motion Limits

If possible, all grievances shall be processed outside the normal work day. Permission must be received from the immediate supervisor before an employee shall leave a particular work assignment to conduct Union business.

G. Right to Counsel and Review

An employee who was notified of pending disciplinary action shall be advised of his/her right of counsel, availability of assistance from the Union and right to review of the disciplinary action by the Menasha Fire and Police Commission under the provisions of Section 62.13 Wisconsin Statutes. All disciplinary action and all appeals from such action by the affected employees shall be taken pursuant to the provisions of Section 62.13 Wisconsin Statutes.

H. The grievant and one union representative shall be entitled to attend an arbitration proceeding at no loss of pay if the arbitration is scheduled during that officers' normal shift.

I. Calendar days in paragraph A shall not include Saturday, Sunday and paid days off.

### **ARTICLE IX - UNION ACTIVITY**

Union business shall be transacted outside of normal working hours, whenever possible. The Union agrees to provide written notification to the City within seven (7) days following the election or selection of Union officers, representatives or other officials involved in enforcing this Agreement. Union business shall not interfere with the orderly and efficient operation of Police Department business.

### **ARTICLE X - OUTSIDE EMPLOYMENT**

Any employee who wishes to engage in gainful part-time employment may do so subject to the following rules and regulations:

A. Notification of City

Prior to accepting or undertaking any outside employment, the employee shall furnish to his/her department head the following information:

1. A statement setting forth the name of the employer or that said employee will be self-employed.
2. The hours of employment and type of work.

B. Prohibited Outside Employment

No member may engage in any part-time employment which will interfere with his/her efficiency or availability for duty, nor the health, safety or welfare of the public; nor shall any member engage in any part-time employment which involves any conflict of interest including

services of process with his/her present employment or is in violation of any state, county, or municipal statutes, ordinances or regulations; nor shall any member engage in any part-time employment which employment requires a securing of any license or approval from the municipal employer.

C. Emergencies

In the event the employee's department head decides that in his/her judgment a state of emergency exists, he/she may unilaterally rescind for the duration of the emergency any and all of the outside employment privileges as provided in this section. In the event any emergency exists whereby the department head calls the employee to duty outside his/her normal shift, said member agrees to report regardless of the fact that he/she may be engaged in the gainful part-time employment provided for in this Section.

D. Waiver of Sick Leave

Prior to undertaking any part-time employment, said employees shall, in writing, waive any and all claims for sick leave compensation or any other non-accrued benefits arising by reason of the fact that a disability occurred as a result of such part-time employment. In the event any employee suffers a major injury as a result of said part-time employment disqualifying him/her temporarily for work, he/she must secure a written statement from the attending physician that his/her injury has not left him/her in any fashion incapacitated prior to returning to duty. In the event of disability or inability to work by reason of injury or illness occurring as a result of such part-time employment, substitution by other employees for such injured employee shall not be permitted.

### **ARTICLE XI - DUTY INCURRED INJURY**

If an employee is injured or disabled as a result of any incident or accident occurring in the performance of his/her duties, the City shall pay the employee, during the entire period that he/she is prevented from work thereby, the difference between the take home salary of the employee and any benefits the employee may receive under Worker's Compensation, Chapter 102, Wisconsin Statutes and disability pension provisions of Chapter 41, Wisconsin Statutes until the employee reaches retirement age under Chapter 41.

The employee agrees to endorse over his/her Worker's Compensation checks and disability pension checks to the City in exchange for his/her regular salary check to fulfill the provisions of this section.

### **ARTICLE XII - SETTLEMENT OF PROHIBITED PRACTICE PROBLEMS**

In the event either party desires to file a prohibited practice charge with the Wisconsin Employment Relations Commission against the other for any reason authorized under state law, it shall so notify the other party in writing by certified mail summarizing the specific details surrounding the potential charge. Such charge may not be filed for a period of fifteen (15) days following delivery to the other party, and upon receipt of this notice the parties agree to meet and confer in an attempt to resolve the dispute during the fifteen (15) day period.

### **ARTICLE XIII - NO STRIKE AGREEMENT**

The Union and its members agree they will not instigate, sponsor or engage in any strike, picketing, slowdown or any other intentional interruption of work during the terms of this Agreement.

### **ARTICLE XIV - ENTIRE MEMORANDUM OF AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

### **ARTICLE XV - SAVINGS CLAUSE**

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

### **ARTICLE XVI - TERM OF AGREEMENT**

- A. This Agreement shall become effective as of January 1, 2007 and shall remain in full force and effect through December 31, 2008, and shall renew itself for additional one year periods thereafter unless either party, pursuant to this Article has notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period.
- B. The following bargaining procedure shall be followed by the parties:
  - 1. On or before July 1, 2008, or any subsequent year, the Union shall present its bargaining requests to the City.
  - 2. The City shall present its proposals to the Union by August 1st of that year.
  - 3. Negotiations will commence no later than September 1st of that year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_ day of June, 2007, by:

CITY OF MENASHA

MENASHA PROFESSIONAL POLICE  
UNION, LOCAL 603, AFSCME, AFL-CIO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Bargaining Chairman

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
President

\_\_\_\_\_  
AFSCME Representative

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**HMO1023C  
NETWORK HMO-1 PLAN  
SUMMARY OF MEMBER RESPONSIBILITY TABLE**

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

Maximum Policy Benefit:	\$5,000,000 per Member per Lifetime
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**All benefits are subject to the terms, limitations and exclusions of the Policy and Certificate of Coverage. Network Health Plan's coverage includes benefits for all state-mandated benefits. Please refer to your Certificate of Coverage and any applicable Riders for detailed benefit information, eligible services and coverage guidelines.**

This summary describes your health care coverage in general terms. For a completed description of your health care coverage, restrictions, limitations and exclusions that apply to that coverage please contact Network Health Plan's Customer Service Department at 1-800-826-0940 or refer to your policy's Certificate of Coverage.

**NETWORK HEALTH PLAN**

Services	Benefits	Member Responsibility
<b>Wellness/Preventive Health</b>	<ul style="list-style-type: none"> <li>• Well Child Care Exams</li> <li>• Periodic Physical Exams</li> <li>• Immunizations</li> <li>• Routine Mammography Services</li> </ul>	<p>No Charge No Charge No Charge No Charge</p>
<b>Physician and Practitioner Services</b>	<p><b>Primary Care Practitioner</b></p> <ul style="list-style-type: none"> <li>• Office and Home visits</li> <li>• Inpatient visits</li> </ul> <p><b>Specialty Physician</b></p> <ul style="list-style-type: none"> <li>• Office and Home visits</li> <li>• Routine Eye Exams <i>(limited to one per 12 month period)</i></li> <li>• Chiropractic office visits and manipulations</li> <li>• Allergy Immunizations</li> <li>• Accidental Dental Services</li> <li>• Radiation/Chemotherapy Services</li> <li>• Dialysis Services</li> <li>• Surgery &amp; Anesthesiology Services</li> <li>• Routine Maternity <i>(pre &amp; post natal care)</i></li> <li>• Inpatient visits</li> <li>• Injectables administered in a Physician's office</li> </ul>	<p>\$10 Copayment per visit No Charge</p> <p>\$10 Copayment per visit \$10 Copayment per visit</p> <p>\$10 Copayment per visit No Charge No Charge No Charge No Charge No Charge No Charge No Charge <i>Please refer to your Prescription drug benefit levels</i></p>
<b>Diagnostic Services</b>	<ul style="list-style-type: none"> <li>• X-Ray, Lab, Pathology <i>(practitioners office or outpatient)</i></li> <li>• Diagnostic Mammography Services</li> <li>• PET Scans, MRI's, MRA's, CT Scans <i>No coverage if not prior authorized</i></li> <li>• Stress Tests</li> <li>• Ultrasounds/Echocardiograms</li> </ul>	<p>No Charge</p> <p>No Charge</p> <p>No Charge</p> <p>No Charge</p> <p>No Charge</p>
<b>Hospital Services</b>	<ul style="list-style-type: none"> <li>• Inpatient Hospital <i>No Coverage if not prior authorized</i></li> <li>• Outpatient Services or Procedures <i>(Including Cardiac Rehabilitation)</i></li> <li>• Ambulatory Surgical Center</li> </ul>	<p>No Charge</p> <p>No Charge</p> <p>No Charge</p>
<b>Rehabilitation Services</b>	<ul style="list-style-type: none"> <li>• Therapy – Physical/Occupational/Speech</li> </ul>	<p>\$10 Copayment per visit</p>
<b>Ambulance Services</b>	<ul style="list-style-type: none"> <li>• Land and Air</li> </ul>	<p>No Charge</p>
<b>Home Health Care</b>	<ul style="list-style-type: none"> <li>• Limited to 40 visits per 12 month period <i>No coverage if not prior authorized</i></li> </ul>	<p>No Charge</p>

Services	Benefits	Member Responsibility
<b>Hospice Care</b>	<i>No Coverage if not prior authorized</i>	No Charge
<b>Durable Medical Equipment</b> <i>(Prior authorization required for DME/Orthotics over \$500 and prosthetics over \$1,000. No coverage if not prior authorized.)</i>	<ul style="list-style-type: none"> <li>• Prosthetics &amp; Orthotics</li> </ul>	No Charge
<b>Diabetic Supplies</b>	<i>(Please refer to your Prescription Summary of Member Responsibility Table)</i>	
<b>Medical Supplies</b>	<i>Including insulin pump supplies</i>	No Charge
<b>Health Educational Programs</b>	<i>Please refer to the Certificate of Coverage for a list of benefits and limitations.</i>	No Charge
<b>Behavioral Health</b>	Mental Health and Chemical Dependency Services <ul style="list-style-type: none"> <li>• Inpatient – Limited to 10 days per Calendar year <i>No coverage if not prior authorized</i></li> <li>• Transitional – Limited to 20 days per Calendar year</li> <li>• Outpatient – Limited to 20 visits per Calendar year</li> </ul>	No Charge  No Charge No Charge
<b>Emergency/Urgent Care</b> <i>(Emergency room or hospital based urgent care facility)</i>	<ul style="list-style-type: none"> <li>• Emergency Room Services <i>(Copay waived if admitted inpatient within 24 hours)</i></li> <li>• Urgent Care</li> </ul>	\$50 Copayment per visit  \$10 Copayment per visit
<p><b>NOTE:</b> During regular office hours please call your PCP. The Time of day Hospital Urgent Care Services are available varies from facility to facility. Depending on the time of day and/or your condition, the facility may charge your services as Emergency Room. In this case, Emergency Room benefits will apply. If you need assistance in determining the urgency of a medical situation, call your Primary Care Practitioner's office or call Nurse Direct 24 hours a day, 7 days a week at 1-800-362-9900. Follow up emergency care must be directed by an NHP Practitioner.</p>		
<b>Prescription Drugs:</b>	<b>Please see Prescription Coverage Tab for prescription drug information.</b>	

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

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

<b>SPECIALTY PRODUCTS (Please refer to Chapter 19 of the NHP Preferred Drug List):</b>	
c. Specialty Pharmacy	<p>Specialty Products prescribed by a NHP participating practitioner and dispensed through a NHP participating specialty pharmacy in quantities up to a 31 day supply:</p> <p>Preferred Specialty Products (Tier 4)      \$50 copayment per prescription or refill</p> <p>Non-Preferred Specialty Products (Tier 5)      \$80 copayment per prescription or refill</p>
d. Practitioner's Office	<p>Specialty Products prescribed by a NHP participating practitioner and administered in a NHP participating practitioner's office:</p> <p>Preferred Specialty Products (Tier 4)      \$50 copayment per administration</p> <p>Non-Preferred Specialty Products (Tier 5)      \$80 copayment per administration</p>

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

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

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

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



**CITY OF MENASHA-07  
NETWORK POS \$300 PLAN  
SUMMARY OF MEMBER RESPONSIBILITY TABLE**

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

Out-of-pocket expenses incurred to satisfy deductible and coinsurance, apply toward the out-of-pocket limit. Costs of non-covered services, Copayments, charges in excess of U&C amount, and benefits reduced when prior authorization is not obtained, will not apply toward the out-of-pocket limit. Multiple Copayments may apply.

**IN PLAN:**

Annual Deductible:	N/A
Member's Coinsurance:	N/A
Out-of-Pocket Limit:	N/A
Maximum Policy Benefit:	\$5,000,000 per Member, Per Lifetime

**OUT OF PLAN:**

Annual Deductible:	\$300 per Member and \$600 per Family each Calendar year
Member's Coinsurance:	20% of Eligible Expenses, unless otherwise specified
Out-of-Pocket Limit:	\$700 per Member and \$1,400 per Family each Calendar year
Maximum Policy Benefit:	\$5,000,000 per Member, per Lifetime

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

This summary describes your health care coverage in general terms. For a complete description of your health care coverage, restrictions, limitations and exclusions that apply to that coverage please contact Network Health Plan's Customer Service Department at 1-800-826-0940 or refer to your policy's Certificate of Coverage.



Services	Benefits	Member Responsibility	
		In-Plan	Out-of-Plan
<b>Hospice Care</b>	<i>No coverage if not prior authorized</i>	No Charge	Deductible/Coinsurance
<b>Durable Medical Equipment</b> <i>(Prior authorization required for DME/Orthotics over \$500 and prosthetics over \$1,000. No coverage if not prior authorized.)</i>	<ul style="list-style-type: none"> <li>• Prosthetics &amp; Orthotics</li> </ul>	No Charge	Deductible/Coinsurance
<b>Diabetic Supplies</b>	<i>Please refer to the Prescription Drug Summary of Member Responsibility Table.</i>		
<b>Medical Supplies</b>	<i>Including insulin pump supplies.</i>	No Charge	Deductible/Coinsurance
<b>Health Education Programs</b>	Please refer to Certificate of Coverage for list of benefits & limitations	No Charge	Not Covered
<b>Behavioral Health</b>	Mental Health and Chemical Dependency Services  <ul style="list-style-type: none"> <li>• Inpatient –Limited to 10 days per Plan Year <i>No Coverage if not prior authorized</i></li> <li>• Transitional-Limited to 20 days per Plan Year</li> <li>• Outpatient-Limited to 20 visits per Plan Year</li> </ul>	No Charge  No Charge  No Charge	No Charge  No Charge  No Charge
<b>Emergency/Urgent Care</b> <i>(Emergency room or hospital based urgent care facility)</i>	<ul style="list-style-type: none"> <li>• Emergency Room Services <i>(Copay waived if admitted inpatient within 24 hours)</i></li> </ul>	\$50 Copayment per visit	
	<ul style="list-style-type: none"> <li>• Urgent Care</li> </ul>	\$10 Copayment per visit	
<p><b>NOTE:</b> During regular office hours please call your PCP. The Time of day Hospital Urgent Care Service are available varies from facility to facility. Depending on the time of day and/or your condition, the facility may charge your services as Emergency Room. In this case, Emergency Room benefits will apply. If you need assistance in determining the urgency of a medical situation, call your Primary Care Practitioner's office or call Nurse Direct 24 hours a day, 7 days a week at 1-800-362-9900. Follow up emergency care must be directed by an NHP practitioner.</p>			
<b>Prescription Drugs:</b>	Please see Prescription Coverage tab for prescription drug information.		

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

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

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

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

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

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

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

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

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