

AGREEMENT BETWEEN

THE TOWN OF NARRAGANSETT

AND

**RHODE ISLAND COUNCIL 94,
AFSCME, AFL-CIO, LOCAL 1179**

JULY 1, 2017 - JUNE 30, 2020

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AGREEMENT

In this agreement entered into this 16th day of March 2018 by and between the Town of Narragansett, Rhode Island, hereinafter referred to as the "Employer" and the American Federation of State, County, and Municipal Employees, AFL-CIO, RI Council 94 on behalf of Local 1179, hereinafter referred to as the "Union", the parties hereby agree as follows:

PURPOSE

It is the purpose of this agreement to carry out the personnel policy of the Town of Narragansett in encouraging a harmonious and cooperative relationship which will facilitate free and frequent communications between the Employer and employees of the Town of Narragansett. By means of this agreement, therefore, the signatories bind themselves to maintain and improve the present standards of service to the people of the Town of Narragansett and agree further that high morale and good personnel relations are essential to carry out this end. The employees, as individual members of the Union, are to regard themselves as public employees, and as such, they are to be governed by the highest ideals of honor, loyalty and integrity in all their public, personal and official relationships in order that they may merit the respect and confidence of the general public.

ARTICLE 1 - RECOGNITION

- 1.1** The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees except firemen, policemen, school department employees, managerial, supervisory, confidential, part-time, (under 20 hours per week) and seasonal employees (less than 120 working days per year) as certified in Rhode Island State Labor Relations Board Case #EE 1728, June 29, 1967 in all matters pertaining to hours, wages and working conditions.
- 1.2** The Town will provide the Union a record of all hours worked by temporary/seasonal employees.

- 1.3** The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall explain the new employee's contractual rights and introduce him/her to the Union. The orientation will be held within twenty-eight (28) days of the employee's hire date and shall be during working hours at a time agreed upon by the employee's immediate supervisor, not to exceed one hour (1) in duration.

ARTICLE 2 - NON DISCRIMINATION

- 2.1** The Employer agrees that it will not discriminate against, intimidate or coerce any employees in the exercise of their right to bargain collectively, through the Union or on account of their membership in, or activities on behalf of the Union.
- 2.2** The Union and the Town agree not to discriminate against a person seeking or holding membership therein on account of race, color, religion, creed, sex or political affiliation.

ARTICLE 3 - UNION SECURITY

- 3.1** The Employer agrees that as a condition of continued employment, all Union employees of the Town shall remain members in good standing of the Union for the duration of this agreement.
- 3.2** The Treasurer shall deduct weekly the Union dues from all employees who have submitted signed authorization cards. The amount of weekly dues shall be as set forth in the constitution of the Union. The Treasurer shall send the amount of dues monthly to Rhode Island Council 94, AFSCME, AFL-CIO, 1179 Charles Street, North Providence, Rhode Island 02904. The Union shall indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance

upon the Union's representation that its dues have been lawfully increased and in accordance with the Union's Constitution and by-laws or for the purpose of complying with any of the provisions of this article. The Union agrees that it will give the Town fourteen (14) calendar days' notice of any change in Union dues or Agency Fee prior to effective date of change.

- 3.3** The Employer shall have the right to hire any additional employees who do not belong to the Union and such additional employees shall have the right not to belong to the Union.
- 3.4** All employees covered by this agreement and who have not or do not make application for membership shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly dues.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1** **Management Rights** - The Union recognizes that, except as specifically relinquished or abridged by the express terms of this Agreement or applicable law including the obligation to bargain, all rights to manage, direct or supervise the Town's operations and its employees are vested solely in the Town. For the purpose of this agreement, a past practice is accorded the equivalent force of express meaning within a contract only when the number of occasions of unvarying application over a reasonably extended time demonstrates a knowing and willing acceptance by both parties of a consistent and identical outcome. The Town pursuant to this Agreement has the right to:

- (1) Hire, discharge or discipline employees;
- (2) Introduce new or improved work methods, procedures, equipment or facilities;
- (3) Lay off employees;

- (4) Assign work by job description;
- (5) Control the types of work, amount of work, method of accomplishing work and scheduling of operations of the Town;
- (6) Determine the number of employees on any assignment and job content.

ARTICLE 5 - SENIORITY

- 5.1 The Employer shall establish a seniority list and it shall be brought up to date semi-annually and the same shall be made available to the Secretary of the Union by the Town Manager.
- 5.2 The Employer agrees in principle with the concept of seniority which is based on length of employment and further agrees that this principle and ability should be applied unless there are clear reasons to the contrary in individual instances with respect to:
 - Promotional Appointment
 - Preferred Shift Vacancies
 - Any other questions of preference among employees that may arise but are not specifically mentioned hereinabove, including preference in overtime in relation to job classifications on a rotating basis
- 5.3 In the event of a vacancy in any position, said vacancy shall be posted on a Union Bulletin Board for seven (7) days in order that employees have an opportunity to apply for the position. The Town Manager or his designee shall have the right to review the performance of said employee during the twenty (20) working days in regards to their qualification of position. If said employee has not satisfactorily qualified for that position or if the employee chooses, the employee shall be placed in the last position the employee held. The Town of Narragansett is not required to post the vacant position until after the 20 (twenty) working day review period. Any employee bidding into a clerk position, who is not currently a clerk, will be subject

to the same testing as used to test new hires by management.

5.4 All new employees shall serve a six (6) month probationary period and at the completion of said period, the employee shall be permanent and seniority shall be retroactive to his or her first day of employment. A probationary employee may be terminated without recourse to the grievance procedure. All probationary employees shall be paid the probationary rate of pay. Notwithstanding the foregoing, the Town, at its option, may extend the probationary period from six (6) months to one (1) year for the purpose of allowing an employee to obtain a license or certification as required by his/her job description.

5.5 Seniority shall be considered lost for the following reasons:

- When an employee has been discharged for just cause;
- When an employee voluntarily terminates his or her employment;
- When an employee fails to respond to a recall notice;
- When an employee fails to report his or her absence from work within five (5) working days;
- When an employee fails to renew a leave of absence;
- When an employee is laid off in excess of eighteen (18) months from date of his or her most recent layoff;
- When an employee retires or is retired.

5.6 Should a grievance arise over the application of this article, by an appointing authority of the Employer, it shall be considered a grievance under the terms of this agreement and the use of the grievance procedure shall be applicable.

ARTICLE 6 - LAYOFF AND RECALL

6.1 In the event a permanent employee is laid off, his or her name shall be placed on a re-employment list by class of position and by division and shall remain on said list for a period of eighteen (18) months from the date of such layoff. A four (4) weeks notice of layoff shall be given to any employee so affected.

- 6.2** Seniority shall accrue to such employee while on the reemployment list. No new employee will be hired and no employee will be transferred into any class of position within a division until all employees on such reemployment list for that class and division have been recalled to work. Upon recall and pending the return to work of the recalled employee, the appointing authority may transfer another employee to the vacant position.
- 6.3** The Town Manager, or his or her designee, for the purpose of recall, shall send a registered letter to the last known address of the employee, unless actual personal contact can otherwise be made by the Town, and the employee shall have five (5) days from the date of the sender's receipt, or the personal contact, to reply to such recall. If a recall to work does not reasonably assure the employee of four (4) weeks of continuous work, a failure to accept will not be considered a refusal. Upon return to work, a recalled employee shall receive that salary which applies to the position to which he or she returns.
- 6.4** The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide his or her department head with his or her current mailing address.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1** The purpose of the grievance procedure shall be to settle employee grievances including problems concerning working conditions on as low a level as possible and as quickly as possible to ensure efficiency and employee morale. This procedure also recognizes the right of any employee to discuss with his or her immediate supervisor and his or her Union representative any grievance or suggestions relative to his or her work. For the purpose of this article, a grievance is defined as a dispute or difference of opinion raised by an employee, or by a group of employees, covered by this agreement involving as to them or him or her the meaning,

interpretation or application of the express provisions of this agreement.

7.2 By means of this procedure, therefore, both the Union and the Employer agree to maintain and improve the present high standards of service to the people of the Town of Narragansett.

7.3 An employee who has a grievance must submit the grievance in writing to the Union and the Town Manager within ten (10) days of the occurrence of such grievance or it shall not be considered a grievance under the terms of this agreement. The word "days" in this article shall be defined as working days.

STEP 1:

An employee who is aggrieved has the right to discuss his or her grievance with his or her immediate supervisor and with or without his or her chosen Union representative. His or her supervisor shall have five (5) days to submit his or her answer, in writing, to the aggrieved person and a copy of that answer shall be submitted to the Union.

STEP 2:

In the event the grievance is not resolved with his or her immediate supervisor, the aggrieved and/or his or her chosen Union representative shall submit the grievance in writing to the department head. The department head shall have seven (7) working days in which to give his or her answer in writing to the Union.

STEP 3:

In the event the grievance is not satisfactorily resolved with the department head, the aggrieved and/or his or her representative shall submit a grievance form in duplicate to the Town Manager. The Town Manager shall have seven (7) working days in which to give his or her answer, in writing, to the Union.

STEP 4:

If the grievance is not satisfactorily resolved with the Town Manager, the aggrieved and/or his or her representative shall meet with the Personnel Appeal Board within sixty (60) days. The Personnel Appeal Board shall have ten (10) days in which to give an answer, in writing to the Union.

STEP 5:

If the grievance is still unsettled, either party may, within fifteen (15) days after the reply is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within fifteen (15) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide an arbitrator.

- 7.4** Aggrieved Union employees shall be guaranteed the right to Union representation during the course of the grievance procedure. It is recognized that no procedure can possibly foresee all situations that might occur. It is further recognized that this procedure will be effective only as the good faith of both parties is concerned. To this end, it shall be incumbent upon the parties to seek to settle all grievances and disputes that arise at the lowest level possible.
- 7.5** The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services shall be borne equally by the Employer and the Union.
- 7.6** One Union Officer and one Steward shall be granted sufficient time off during working hours to investigate and process grievances without loss of pay. They shall also be granted time off to negotiate new contract proposals.

ARTICLE 8 - HOLIDAYS

8.1 All permanent employees paid on an hourly basis covered by this agreement shall be paid at their regular rate of pay for each of the following designated holidays:

- | | |
|----------------------------------|---------------------|
| ½ Day New Year's Eve | Labor Day |
| New Years' Day | Columbus Day |
| Martin Luther King, Jr. Birthday | Veterans Day |
| President's Day | Thanksgiving Day |
| Memorial Day | ½ day Christmas Eve |

Independence Day
Victory Day

Christmas Day
*Easter Sunday shall be a holiday
for Police Dispatchers, Animal
Control Officers and Sunday Parks
Laborer only.

- 8.2** Whenever a holiday falls during the employee's vacation, said employee shall be compensated at his or her regular rate of pay.
- 8.3** In the event any designated holiday falls on an employee's day off, the employee shall be entitled to the holiday at the regular rate of pay or compensatory time off. Compensatory time off shall be with the approval of the Town Manager and shall not be arbitrarily withheld.
- 8.4** Employees temporarily absent due to injury suffered in the course of employment, or due to bona fide illness causing temporary absence, will not be charged for sick leave for a holiday.

ARTICLE 9 - VACATIONS

- 9.1** Vacations shall be computed or based on the anniversary date of the employee. At the time of termination of employment, accrued earned vacation time shall be due and payable, unless terminated by justifiable discharge. The Employer agrees the employees may select their vacations in order of seniority provided such selections do not prevent an orderly conduct of the operation of the department in which the employee works. Senior employees must provide the Town with a notice of no less than ninety (90) calendar days after which time other employees may select their vacation time.
- 9.2** Any employee who has completed one year of service shall be entitled to two (2)

weeks vacation. Any employee who has completed five (5) years of service shall be entitled to three (3) weeks vacation. Any employee who has completed ten (10) years of service up to fifteen (15) years of service shall be entitled to four (4) weeks vacation. Any employee who works longer than fifteen (15) years shall receive four (4) weeks vacation and one (1) additional day for every year worked beyond fifteen (15) years. The maximum amount of vacation shall not exceed five (5) weeks. Employees who now receive more than five (5) weeks vacation shall continue to receive said benefit. Henceforth, additional days shall not be added to vacation schedules beyond twenty (20) years of service.

- 9.3** All vacations should be taken during the anniversary year in which they are due; however a maximum of ten (10) days of earned unused vacation may be carried over from one year to the next.
- 9.4** Those employees who have accumulated vacation time prior to February 1, 1976 shall not lose said vacation time.
- 9.5** All vacation time shall be accounted for on an hourly basis.

ARTICLE 10 - BULLETIN BOARDS

- 10.1** The Town agrees to provide reasonable bulletin board space. Notices of official union matters submitted by the Union may be posted and such matters may not be removed from the bulletin board by anyone other than a person designated by the Union.

ARTICLE 11 - ALTERATION OF AGREEMENT

- 11.1** It is understood that any alteration or modification of the agreement shall be binding upon the parties hereto only if executed in writing.
- 11.2** The waiver of any breach or condition of the agreement by either party shall not

constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.1** Upon written application an employee may be granted unpaid leaves of absence, at the Town Manager's discretion, not to exceed six (6) months and subject to one renewal not to exceed six (6) months for reason of personal illness, illness in the immediate family, disability, or for the purpose of furthering employee's education or training in skills related to his employment. Employees who are on unpaid leave of absence shall pay for his or her health and dental insurance during said leave. Any form of leave shall not accrue during an unpaid leave of absence.
- 12.2** Upon return to work, such employee will be placed in his or her former job. Seniority at the start of leave of absence shall be retained during all leaves of absence.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

- 13.1** Public Works:
- A.** The work week shall consist of five consecutive eight (8) hour days, (hours beginning on Monday at 7:00 am to 3:30 pm) allowing one-half ($\frac{1}{2}$) hour lunch period. All shifts shall be posted. All hours worked on Saturday shall be paid for at the rate of time and one-half. All hours worked on Sunday shall be paid at the rate of double time. All hours worked in excess of eight (8) hours in one day or forty (40) hours in one week shall be paid for at the rate of time and one-half.
 - B.** When the Highway Division is required to plow streets due to storms and it is necessary to call in outside help, all other employees of the Highway, Water, Wastewater and Parks Department shall be called in for overtime.

- C. Notwithstanding the above, those employees of the Water and Wastewater Divisions, who are on standby, shall not be called for overtime.
- D. Employees who are trainees and who do not have an "operator's license" may practice in the Highway yard under supervision of qualified personnel. It is the intent of the parties that trainees shall not be utilized to take work away from equipment operators or to avoid overtime.

13.2 Coffee breaks shall be restricted to twenty (20) minutes total, including travel time. When equipment is involved, coffee breaks shall be taken on the job site (April 1 through November 15). All coffee breaks shall be taken in the Town of Narragansett.

13.3 Clerks:

- A. All clerks shall work a 35 hour week. Clerical employees shall be paid time and one-half of their regular rate for work performed over seven (7) hours in one day and thirty-five (35) hours in one week. Work hours shall be from 8:30 am to 4:30 pm Monday through Friday with the exception of the Public Works Clerk who shall work 7:30 am - 3:30 pm.
- B. Summer Hours (July and August) for Clerks, 8:30 am to 3:30 pm with one hour for lunch may be granted at the discretion of the Town Manager.
- C. All clerks shall be granted two 10-minute rest periods, one in each half of the work day within the limits of efficient operation of the department. All Clerks shall receive a one hour meal period.
- D. Floater Clerk: A Floater Clerk is a position that works in the Finance Department, including Collectors, Assessors, Controllers and Finance 50% of the position hours. The Floater may work in any other Town Office that the Town Manager determines fifty percent (50%) of the position. This is not to be used in-lieu of filling a full-time position

13.4 Water Division and Wastewater Division:

The Water Division working hours shall be from 7:00 am to 3:30 pm. The Town reserves the right to change this schedule to 7:30 am to 4:00 pm between October 31 and April 1 of each year. The Wastewater Division hours shall be 7:00 am to 3:30 pm. For both Christmas Eve day and New Year's Eve day, one (1) Council 94

employee from the Water Division and one (1) from the Wastewater Division are assigned to standby duty. Effective as of December 24, 2001, three (3) hours standby pay will be paid to each employee for each of those days.

13.5 Parks and Recreation:

- A. The Parks and Recreation employee's hours shall be from 7:00 am to 3:30 pm. The hours of work for the Janitor in the Parks and Recreation Department may vary from the hours set forth in the above paragraph. Said work shall include laborer's work as well as janitorial when required.
- B. The hours of work for the Clerk in the Parks and Recreation Department shall be the same as the Town Hall Clerks.
- C. Employees of the Parks Department shall be called in for overtime for plowing and sanding, after their normal working hours, before outside help shall be called.

13.6 Police Department:

- A. All Police Dispatchers shall work 38 ½ hours per week which shall consist of four consecutive 8 hour work days followed by two (2) days off.
- B. Based on seniority, they shall be assigned by the Captain of the Uniform division to work one of three shifts, which shall be bid on a semi-annual basis, during November and May, effective June 1 and December 1 of each year. Police Dispatchers shall bid on shifts based on their total length of continuous service as Police Dispatchers.
- C. When a normal work day falls on a holiday, the dispatcher shall be paid an additional day's pay at 1 ½ times his/her regular rate of pay. The daily rate shall be 1/5th of the employee's base weekly salary: Any hours worked on holidays which are not part of a dispatcher's regularly scheduled hours of work (i.e. 4 + 2 schedule) shall be paid at the rate of 2 times the dispatcher's regular rate of pay.
- D. Dispatchers may exchange scheduled duty assignments pursuant to guidelines for mutual swap as effective on July 1, 1983.
- E. The work schedule shall cover a 24-hour period and be continuous as follows: 11:00 pm to 7:00 am; 7:00 am to 3:00 pm; 3:00 pm to 11:00 pm. All dispatchers agree to report to Police Headquarters no later than twelve (12) minutes prior to their

assigned shift for the purpose of roll call or police briefing.

- F.** Dispatchers requests for vacation and/or personal time shall not be contingent upon nor denied because of vacation, personal leave or sick leave of non-bargaining unit employees.
- G.** Any Dispatcher called back to appear in court as a result of work-related Police Department cases, on his or her day off, shall receive compensation at the rate of time and one-half with a minimum of 4 hours.
- H.** All Dispatchers shall be granted a one-half hour rest period during each shift.
- I.** Shift differential for Police Dispatchers shall be .25 per hour for the 2nd shift and .50 per hour for the third shift to be paid only when actually worked.
- J.** There shall be three (3) dispatchers assigned to each shift, 7 am to 3 pm, 3 pm to 11 pm and 11 pm to 7 am. This shall allow for two (2) dispatchers to be working each shift seven (7) days per week on a rotating schedule of 4 on and 2 off. All vacancies between the hours of 7 am through 3 am shall be posted and filled by a dispatcher. Should a vacancy not be filled, a dispatcher from the previous shift shall be held for the next shift in accordance with the seniority clause. Thursday through Saturday nights the 11 pm to 7 am shift shall be posted for eight (8) hour fills. Should a vacancy not be filled, a dispatcher from the previous shift shall be held for the next shift in accordance with the seniority clause. It shall be the discretion of the shift OIC to cancel the overtime from 3 am to 7 am on these nights if conditions so dictate. In the event that a dispatcher cannot be held to cover a vacant shift, a certified/authorized police officer may be used with approval of the Patrol Captain or his designee. A dispatcher can be ordered in to work in the event of a declared emergency. Upon approval of the Patrol Captain or his designee, should a shift vacancy become available at any time due to a dispatcher leaving the employment of the Department or Town, dispatchers will be afforded the right to transfer shifts in accordance with Section 13.6 B in regards to seniority within the Division.
- K.** Dispatchers will not be required to search prisoners or any other persons who are held by the police department for any reason.

13.7 Any employee who is called in or called back to work shall be paid a guarantee of at

least three (3) hours at time and one-half his or her regular rate of pay. Any employee required to work on a Sunday or a holiday as set forth in Article 8, shall be paid at the rate of two times his or her regular rate of pay for all hours worked in addition to his or her holiday pay. For the purpose of this section, a holiday shall be the actual day that it occurs on the calendar. For the purpose of this section, multiple callbacks of the same employee during the first three (3) hour period shall be treated as a single callback for compensation purposes.

13.8 Employees who are assigned standby shall be paid at the rate of six (6) hours for each day of such standby and further any other provision of this agreement covering conditions prevalent during said period of standby shall be applicable. The period of standby shall commence immediately upon the termination of the last regularly scheduled day and shall extend to the start of the shift time on the next regularly scheduled day.

13.9 Animal Control Officer:

- A.** The Animal Control Officer shall work forty (40) hours per week which shall consist of five (5) consecutive eight (8) hour workdays Monday through Fridays inclusive followed by two (2) days off.
- B.** When a normal workday falls on a holiday, an Animal Control Officer shall not be required to work.
- C.** The work period shall cover an eight (8) hour period from 6:00 am to 2:30 pm. When more than one full time Animal Control Officer is appointed, his/her schedule shall be set by the Chief of Police and the days worked shall be in conformance with 13.9(A) above.
- D.** Animal Control Officer's requests for vacation time and/or personal time shall be granted on seniority basis in accordance with police department policy. No two ACO's shall be granted vacation and/or personal time for the same time period.
- E.** An Animal Control Officer called back to appear in court as a result of work related court appearances, on his or her time off, shall receive compensation at the rate of time and one-half (1 ½) for a minimum of three (3) hours.
- F.** The Animal Control Officers shall be granted one (1) one-half hour rest period

during each shift.

- 13.10** All employees shall report any change in their telephone number and home address to their immediate supervisor within 2 days of any change in said telephone number and/or home address.
- 13.11** All wastewater treatment plant operators (and such other classifications as may be appropriate) will be required to perform weekend and holiday laboratory duty on a rotating schedule determined in advance by the wastewater superintendent. Compensation for said duty will be as set forth within Section 13.7 of this agreement.
- 13.12** To the extent practicable the Town agrees to use every effort in emergency situations to call in Town employees qualified to perform the required tasks prior to calling in non- Town personnel.
- 13.13** At the election of an employee, compensatory time off may be taken in lieu of payment for overtime under this article. There shall be a cap of 36 hours in total accumulated compensatory time off which for purposes of this section may be earned by every employee. All compensatory time off shall be used or paid for by the end of each fiscal year.
- 13.14** The Union shall create a list of qualified/eligible Union employees that are willing and available to work overtime events. The list shall have categories for department or task specific events (i.e. Parks related work, Public Works events, etc.) The list shall be updated by the Union twice every six (6) months, with copies forwarded to the applicable department heads. The Union is responsible for maintaining the accuracy of the list. Overtime call backs shall be made in accordance with the provisions of Article 13 first as applicable, and then based on seniority within the specific department, and rotation shall be tracked within each department accordingly.

ARTICLE 14 - PAY FOR WORKING IN OTHER CLASSIFICATION

- 14.1** Any employee who works in a higher classification than his or her own shall receive

the pay of the higher classification. Higher classification shall not include crossing from union to management jobs unless requested by management.

- 14.2** No employee, when assigned to a lower classification, shall suffer a reduction in his or her rate.
- 14.3** All job specifications shall be posted.

ARTICLE 15 - OFFICIAL TIME OFF

- 15.1** One delegate shall be granted official time off for State Conventions and Council meetings and also conferences, when they occur.

ARTICLE 16 - HEALTH AND WELFARE

- 16.1** All employees covered by this Agreement shall be covered by the following individual or family health program dependent upon his or her family status.
1. Effective July 1, 2011, all members of Council 94 shall pay 20% as co-payment for their health insurance (including dental).
 2. Effective July 1, 2011, all new employees who are members of Council 94 shall be required to participate in the revised health plan as presented during the negotiations. This health plan has a \$250 deductible as well as increased co-payment for various services including the emergency room and general office visits.

Semi-private Blue Cross/Blue Shield 100 with Major Medical, with \$100.00 deductible, \$1,000,000 maximum and diagnostic rider. Blue Cross/Blue Shield Subscribers Plan shall include the Managed Benefits Program and the \$25.00 Emergency Room Co-payment Provision.

Effective July 1, 2001 all employees who are covered by Healthmate Coast to Coast Plan shall remain in said Plan. In the event an employee elects to be covered by the Classic Blue Plan or any other plan then he or she must pay the additional cost, if any, between the cost of

Healthmate Coast to Coast and the Classic Blue Plan or other plan. Effective July 1, 2001 all newly hired employees will be provided the Healthmate Coast to Coast Plan subject to the terms and conditions of the other provisions of this Article.

3. Effective January 1, 2015 all employees shall receive individual or family health care coverage under the Town standard health care plan, a summary description of which is attached (hereafter "Standard Health Plan"), on the condition that each employee contributes 20% annually to the cost of the health care coverage. The Standard Health Plan shall have the following design features

a. \$250 annual deductible plan, the deductible to be paid in full by the employee.

b. Point of Delivery charges (co-pays): \$15/25 for medical office visits; \$50.00 for "Urgent Care" visits; and \$100.00 for hospital emergency room visits.

c. The employee shall pay 20% of all prescription drugs.

An employee who is hired on or after July 1, 2014 and who thereafter is eligible for and retired, shall not receive any health insurance through the Town upon attaining eligibility for Medicare.

16.2 All employees covered by this agreement shall receive Delta Dental Levels I, II, III and IV Family Coverage.

16.3 The Town will reimburse up to \$100.00 per calendar year for prescription glasses or lenses for anyone covered under the health care plan.

16.4 All members shall have the following on-the-job accident or injury protection:

Salary to continue during period of incapacity reduced by:

A. Workers' Compensation

B. Pension

C. Social Security Major Medical

Any employee injured on the job who is receiving Workers' Compensation wage benefits shall not be charged with Sick Leave.

16.5 Effective July 1, 1987 any employee who retires shall be allowed to enroll in the

Town medical plan, at Town expense. This coverage shall be on an individual plan basis. In the event the employee has a spouse, the Town shall provide an individual plan for the spouse. This provision shall apply to Dental benefits. Effective July 1, 2001 Retirees who attain the age of 65 years shall be provided with Blue Cross Plan 65 with the regulation 46 and Major Medical. Any employee retiring on or after July 1, 2011, shall not be entitled to have the Town reimburses them for the cost of the Medicare Part B supplement. They shall continue to be eligible for the Plan 65 supplement subject to the applicable co-payment. For any employee that retires on or after July 1, 2018, the Town will provide individual health and dental coverage, for the employee only, at retirement until age 65 or Medicare eligibility, whichever is sooner. Any employee retiring on or after July 1, 2018, once having attained the age of 65 or Medicare eligibility, whichever is sooner, shall not receive any health or dental coverage.

- 16.6** The contribution by retirees for the cost of health care (including dental) shall be amended as follows:
- A.** Any person retiring on or after January 1, 2012 shall pay 10% of the cost of health care premium.
 - B.** Any person retiring on or after July 1, 2012 shall pay 12% of the cost of health care premium.
 - C.** Any person retiring on or after July 1, 2013 shall pay 15% of the cost of health care premium.
 - D.** Any person retiring on or after July 1, 2018 shall pay 20% of the cost of the health care premium.
- 16.7** Upon presentation of proof of alternative health care coverage pursuant to a non-Town paid plan satisfactory to the Town, employees eligible for paid health care insurance under this Agreement may choose not to be covered under the Town's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive fifty percent (50%) of the Town's cost for family plan coverage for each full contract year in which they are not covered for family coverage and those dropping individual coverage, the compensation shall be fifty

percent (50%) of the Town's cost for individual coverage for each full contract year of non-coverage by a Town plan. For any employee that retires on or after July 1, 2018, the Town will reimburse the retired employee fifty percent (50%) of the Town's cost of one active individual employee's health and dental coverage, until age 65 or Medicare eligible. For each year in which the employee opts under this Section, he/she shall receive no coverage pursuant to this Article, except that employees may opt back into the Plan in the event of a Major Life Event causing loss of alternative coverage, such as death or loss of employment of a spouse. Payments to employees under this provision shall be made at the end of each contract year, in arrears. If an employee has opted back into Town coverage during the course of a contract year, he/she shall be entitled to pro rata payment under this Section for that year. Payment by the Town shall be based upon the cost to the Town of the Plan the employee was enrolled in prior to opting out. Eligible employees must notify the Town of their election no later than June 30.

- 16.8** In the event that an employee has a spouse also employed with the Town of Narragansett who is eligible to receive health care and dental benefits, said employee shall not be entitled to receive any health and welfare benefits set forth in this Article 16. Rather, said employee shall be paid by the Town an amount equal to fifty percent (50%) of the cost of such benefits.
- 16.9** The Town reserves the right to change an employee's health and dental plan from a family coverage plan to a single individual plan, or two (2) single individual plans in the case of a surviving spouse, once the employee's dependent(s) are no longer eligible for coverage.
- 16.10** Employees may elect to waive Delta Dental insurance in the event there exists Medical/Dental reasons that demonstrate the employees would not at any time be in need of services covered by said insurance. In such cases the employee shall receive the benefit in Article 16 (Health & Welfare) Subsection 16.7 of the Collective Bargaining Agreement.
- 16.11** Employees shall be eligible for a wellness program stipend of \$500.00 in years 2017, 2018, and 2019. In the first year of implementation, the \$500.00 wellness incentive

will be paid by the Town to employees by August 31, 2017. At the Employee's discretion, in 2018 and 2019, an employee can waive the wellness program stipend, and the Town shall contribute \$500.00 to an employee's VOYA 457 or other Town approved deferred compensation account by August 31st of 2018 and 2019.

ARTICLE 17 - SICK LEAVE POLICY

- 17.1** All Classified Employees shall be entitled to sick leave after they have completed three (3) months. Sick leave shall be granted to all employees at the rate of one and one-half working day for each full calendar work month of service. Sick leave shall not be granted to employees serving on a temporary or emergency appointment or to persons employed on a contractual basis not to exceed eighteen (18) days per year.
- 17.2 (A).** An appointing authority or department head may require satisfactory evidence in support of any request for sick leave pay. An appointing authority or department head may require a physician's certificate in support of any request for sick leave pay in excess of three (3) days. However, a physician's certificate for each sick leave day over an absence of more than five (5) consecutive days must be furnished.
- (B).** The Town may require, at its option, a doctor's certificate from any employee returning from sick leave due to a work related injury certifying the said employee's fitness to return to work. The Town shall pay the customary fees of the employee's physician for any examination required pursuant to this section.
- 17.3** Sick leave with pay may not occur beyond a total of one hundred-eighty (180) days and no employee shall be granted more than 180 days sick leave with pay in any one calendar year. A retiring employee shall receive 100 percent of his or her accumulated sick leave in the form of a lump sum. Payment shall be made not later than the first pay period following the effective date of retirement. "Such employee is an employee who reached retirement age as provided under Social Security (FICA) or vested interest in the Pension Plan as provided by the Town."
- 17.4** Employees who expire while they are in the employ of the Town shall have 100% of their accumulated sick leave paid to their estate. The maximum benefit shall be one hundred eighty (180) days.

- 17.5** Employees shall be paid for all sick leave days accumulated in excess of 180 days. This payment shall be on or before December 15 of each year.
- 17.6** Sick leave is hereby defined to mean the absence from duty of any employee because of illness, bodily injury or exposure to contagious disease.
- 17.7** Any employee who is hospitalized while on vacation shall be allowed to convert that vacation time to sick leave time upon return to work with supporting evidence.
- 17.8** All sick leaves shall be accounted for on an hourly basis.
- 17.9** Sick leave shall be for the purpose of permitting an employee to be relieved of his or her duties during actual illness or disability. All employees who, because of illness, cannot report for work as scheduled, shall, except in the case of an emergency, notify their supervisor or other designated person, prior to the commencement of the work day. A failure to notify prior to the commencement of work shall be cause for the disapproval of sick leave for that employee and may be cause for disciplinary action.
- 17.10** Any employee covered under this collective bargaining agreement who becomes injured or ill and remains away from his/her regular employment for a period of eighteen (18) consecutive months due to becoming wholly or partially incapacitated by reason of injuries occurred or sickness contracted during the performance of his/her duties, shall, at the expiration of the eighteen (18) consecutive months, return to duty within thirty (30) calendar days thereafter or shall be deemed physically unfit for duty and therefore unable to return to his/her respective duties. Such persons who do not return to duty within thirty (30) calendar days as aforesaid shall be immediately placed upon a retirement list and shall receive benefits based on the provisions of the Town Pension Ordinance or applicable contractual benefits afforded under this collective bargaining agreement.

ARTICLE 18 - BEREAVEMENT LEAVE

- 18.1** Bereavement leave shall be granted for a maximum of three (3) days for a death in the immediate family. Immediate family is defined for the purpose of this article to be: brother, sister, including foster and step relatives of the same degree of kinship, mother and father-in-law, sister and brother-in-law and grandparents. In the event of death of an employee's spouse, child, or parent five (5) working days with pay shall be granted.
- 18.2** Bereavement leave may also be granted in the case of death of a relative other than the immediate family, as defined above, for the maximum of one day to permit attendance at the funeral provided that the leave shall first be approved by the Town Manager.

ARTICLE 19 - PERSONAL LEAVE

- 19.1** When an employee finds it necessary to be absent for any of the reasons specified in this article, he shall cause the fact to be reported to his department head or his designee within the two hours after the time set for performing his or her daily duties, except that where a relief employee is required, such notification must be made before the time set for performing his or her duties. Leave may not be granted unless such report has been made.
- 19.2** Three (3) personal leave days shall also be granted each fiscal year to attend to strictly personal matters, provided such leave is approved in advance by the Town Manager or his/her designee.
- 19.3** Personal leave of three (3) days with pay in any one fiscal year may be granted with the approval of the Town Manager or his designee. Such leave shall not be charged to sick leave, nor construed as additional vacation time. In the event an employee does not use any sick leave days within a six (6) month period, commencing July 1 through December 31, and then January 1 through June 30 of each fiscal year, he or she shall be granted one (1) additional personal day off for each such period, to be taken at his or her discretion.

ARTICLE 20 - DISCHARGE AND DISCIPLINE

- 20.1** The Town of Narragansett or its agent, Town Manager, shall have the right to suspend or discharge any new employee during the said probationary period.
- 20.2** With respect to employees who have established their seniority, demotion, discharge or discipline of any such employee may be made only for just cause and in accordance with the following provisions:
- A.** To avoid arbitrary firings, when a department head is not satisfied with the performance of work of an employee, the employee shall be counseled in the presence of his or her Union Representative, President, Shop Steward or Staff Representative of Council 94, and the Department Head or the Town Manager in order to help improve the employee's performance work.
 - B.** All charges against an employee pertaining to discharge shall be made in writing and signed by the person making the same. One copy of such charge shall be filed with the Personnel Appeal Board, one copy with the Union, and a third copy with the employee against whom the charges have been made.
 - C.** In the event the Town of Narragansett or its agent suspends, disciplines or discharges any employee as a result of such charge, the Local Union President shall immediately be notified in writing and the matter shall immediately be referred to the second or third step of the grievance procedure and a hearing shall be held as a part of this second or third step.
 - D.** No hearing shall be public except by mutual agreement of the Town of Narragansett or its agent, the Union and the employee involved.
 - E.** A discharged employee shall be represented by the Union, and the Union shall have the right to designate counsel to represent it and the employee. In a like manner, the Town of Narragansett or its agent and/or any person filing the charges shall have the right to retain counsel.
 - F.** A decision, in writing, shall be forthcoming within five (5) calendar days after the termination of the hearing. A copy of such decision shall be immediately furnished

by certified mail, return receipt requested, to the Union and to the employees involved.

G. If at this point the employee is exonerated, he or she will be restored to service without prejudice and shall be compensated for any loss caused by such suspension or discharge.

20.3 In the event the Union feels that the decision of the Personnel Appeal Board is an improper one, it shall have the right to refer the matter to arbitration in accordance with Step 5 of the grievance procedure of this agreement.

20.4 The Town shall have the right to exercise its power with reference to any employee in order to make any department more efficient; and in this connection, the Town Manager shall have the right to discharge any employee he or she feels lacks efficiency in his or her work, or to reduce the number of employees in any department whenever he or she determines that any such department does not need so many employees in it.

ARTICLE 21 - QUARANTINE

21.1 There shall be no loss of salary or sick allowance when any regular employee is subject to quarantine by order of the Health Department for reasons other than the personal illness of the employee.

ARTICLE 22 - COURT LEAVE

22.1 The Employer agrees to make up the difference in an employee's wage between a normal week's wages and compensation received for jury duty.

ARTICLE 23 - MILITARY LEAVE

23.1 Any employee who has left or shall leave said position by reason of entering the

Armed Forces of the United States (whether through membership in Reserve of the United States Military or Naval Force or in Rhode Island National Guard or in Naval Reserve, or the United States Coast Guard, or by reason of induction), and who has held a position in the Town of Narragansett for 180 or more calendar days within the twelve (12) months next preceding such entrance into the Armed Forces is entitled to and is hereby guaranteed military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the Armed Forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the Armed Forces. Reenlistment from a choice by the employee, shall serve to cancel such leave.

- 23.2** Any employee on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.
- 23.3** At the conclusion of such military leave of absence, the employee shall be returned to his or her position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year, during such absence, annual leave and sick leave accumulation shall be carried over to the credit of the employee.
- 23.4** Employees who, by reason of membership in the United States Military, Naval or Air Reserve or the Rhode Island National Guard or Naval Reserve, or the United States Coast Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State Military Force or special duty as part of the Federal Military Force, shall be granted military training leave with the Town paying the difference between military and Town pay, not to exceed (2) weeks in any one calendar year. Should the employee be required to participate in such training activities for a period greater than two (2) weeks, he or she shall be granted

leave without pay for this purpose.

- 23.5** Employees shall be allowed to purchase subject to existing rules and requirements, up to a maximum of four (4) years continuous active duty military service time. Employees shall be required to furnish the Town with their DD214 Form.

ARTICLE 24 - COMPENSATION

A. EYEGLASSES

- 24.1** When an employee has damaged his or her eyeglasses on Town connected work, the Town of Narragansett shall replace such eyeglasses at the discretion of the Department Head.

B. TOOLS

- 24.2** The Town of Narragansett shall supply all tools used by members of the work force and agrees to replace all damaged tools where no negligence on the part of the employee is determined if the original tool is returned.

C. CLOTHING ALLOWANCE

- 24.3** A clothing allowance of \$450.00 annually shall be granted to all permanent full time Police Dispatchers and Animal Control Officers for uniform purchase. The Town shall purchase uniforms, foul weather gear, and work shoes/boots for employees (excepting clerks) in the Parks and Recreation Department, Public Works Department, Water Division, and Wastewater Division. The purchase and replacement schedule for the uniforms, foul weather gear and work shoes/boots shall be at the discretion of the applicable department head. The Town reserves the right to order said employees to wear the purchased uniforms, foul weather gear, and

work shoes/boots at all times while on duty. The employee is responsible for the cleaning and upkeep of all items issued and shall not wear them or use them for personal use.

ARTICLE 25 - SAFETY AND HEALTH

- 25.1** The Town of Narragansett or its agent and the Union shall cooperate in the enforcement of safety rules and regulations.
- 25.2** Should an employee complain that his work requires him to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the Town of Narragansett.
- 25.3** The Town shall provide protective equipment when needed for the safety of the workers.
- 25.4** The Town shall establish a safety committee including management and union representation for the purpose of promoting a safe work environment within the Town.
- 25.5** The Foreman on the job will require that people under his or her supervision will use available protective equipment and apply safe working procedures.

ARTICLE 26 - INCLEMENT WEATHER POLICY

- 26.1** In the event of inclement weather (as defined herein) at the start of a particular work assignment, the division superintendent shall assign inside work to the employees of his or her respective division. Should one or more of the weather conditions listed herein develop during a work assignment, the division superintendent shall decide, based on his or her assessment of the condition and the work assignment, with the Shop Steward, whether to continue the assignment or direct the employees to return to the garage or other Town building for inside work.

This clause shall not be enforced in emergencies as defined herein and by the Town Manager, including but not limited to snowstorms, floods, hurricanes, fire, disasters, etc.

Inclement weather:

1. 100 degrees or above
2. 5 degrees or below
3. Rainfall that is steady and/or persistent

ARTICLE 27 - STRIKES AND LOCKOUT

- 27.1** The Union will not cause, call or sanction strikes, work stoppage or slow down, nor will the Town of Narragansett or its agent lock out its employees during the term of this agreement. The Union agrees to comply with the law as stated in Step 5 of the grievance procedure.
- 27.2** Employees shall not be required to go through picket lines. Employees who do not cross picket lines, will not receive pay for that period of time they are absent from work.

ARTICLE 28 - RETIREMENT

- 28.1** All employees covered by this agreement shall continue to receive the Town pension coverage as it exists as of June 30, 2001 and shall continue for the duration of this Agreement.
- 28.2** Employees who retire on or after July 1, 2002, shall annually receive a compounded cost of living adjustment of 3% effective July 1 of the year in which they turned 58 years old.
- 28.3** Effective July 1, 2004 employees shall contribute 9% of their wages including longevity benefits as specified in Article 29 of this Agreement to the retirement plan.

Longevity pay shall be included in the calculation of average final compensation for the purposes of determining the retirement benefit under the Retirement Ordinance.

28.4 The employee shall increase their contribution towards the pension fund as follows:

| | |
|--------------|-------|
| July 1, 2011 | 9% |
| July 1, 2012 | 10.5% |
| July 1, 2013 | 11% |

28.5 Effective July 1, 2011, the COLA shall be modified so that it only compounds until the pension benefit reaches \$35,000. Thereafter, it shall be a non-compounding COLA.

28.6 Employees hired on or after July 1, 2011, shall have the following pension benefits. The pension formula will be based upon 2% per year up to 20 years of service and then increases 2.5% per year after 20 years.

28.7 Employees hired on or after July 1, 2014 shall be eligible to retire upon the completion of (10) years of credited service, provided that such employee has attained the age of sixty five (65) years, or at any age after completion of twenty-five (25) years of credited service. The amount of unreduced monthly retirement benefit shall be equal to two percent (2%) of the average final compensation multiplied by the member's years of credited service, to a maximum benefit equal to seventy-five percent (75%) of the member's average final compensation. The cost-of-living adjustment for these retirees shall be suspended until 2021 at which time it shall be restored at a rate of three-percent (3%) per year non-compounded.

ARTICLE 29 - SALARY AND CLASSIFICATIONS

29.1 Attached hereto and made part thereof shall be an addendum to this contract entitled Schedule A, Salary and Classification. Reflected in this schedule there shall

be wage rates for all employees covered by this agreement. Salaries shall be increased as follows:

| | |
|--------------|------|
| July 1, 2017 | 2.0% |
| July 1, 2018 | 3.5% |
| July 1, 2019 | 3.5% |

29.2 Longevity shall be for all permanent employees of the bargaining unit who have more than three (3) years of service in the bargaining unit. They shall receive longevity at the increment rates prescribed in the Longevity Table. The Weekly Longevity Increment is a percentage of weekly base pay. Longevity pay shall be added to their weekly pay up to a maximum of thirty (30) years.

The Longevity Table is as follows:

| WEEKLY YEARS OF LONGEVITY | |
|---------------------------|-----------|
| Service Completed | Increment |
| 3 | 1.0% |
| 4 | 1.5% |
| 5 | 2.0% |
| 6 | 2.5% |
| 7 | 3.0% |
| 8 | 3.5% |
| 9 | 4.0% |
| 10 | 4.5% |
| 11 | 5.0% |
| 12 | 5.5% |
| 13 | 6.0% |
| 14 | 6.5% |
| 15 | 7.0% |
| 16 | 7.5% |
| 17 | 8.0% |
| 18 | 8.5% |
| 19 | 9.0% |
| 20 | 9.5% |
| 21 | 10.0% |
| 22 | 10.5% |
| 23 | 11.0% |
| 24 | 11.5% |
| 25 | 12.0% |

| | |
|----|-------|
| 26 | 12.5% |
| 27 | 13.0% |
| 28 | 13.5% |
| 29 | 14.0% |
| 30 | 14.5% |

29.3 Any increase in salary or other monetary benefits shall become effective in the first full pay period following July 1.

ARTICLE 30 - PEOPLE

30.1 Upon receipt of a voluntary written individual order from any of its employees covered by this agreement, on forms provided by the Union, the Town of Narragansett will deduct from the pay of said employees those PEOPLE contributions authorized by the employees. A minimum of ten (10) employees in the bargaining unit must participate in order for this article to be effective.

ARTICLE 31 - SEVERABILITY

31.1 If any article or portion of any article or if any supplements to this agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this agreement or any supplement to it shall not be affected and shall remain in full force.

ARTICLE 32 - RECORD OF ACCUMULATED LEAVE

32.1 The Town will post record of accumulated leave three times a year if not printed on paycheck.

ARTICLE 33 - PARITY

33.1 Any additional Health and Welfare or Medical Benefits negotiated or granted by or

between the Town and any unit or group of Town employees, excluding School Department Employees, shall become part of this agreement.

**ARTICLE 34 - NON-BARGAINING UNIT WORK AND ADDITIONAL POSITIONS
AND HOURS OF WORK**

34.1 Except as provided for herein, no person outside the bargaining unit shall perform work ordinarily performed by bargaining unit employees. This prohibition shall not apply under the following circumstances:

- A.** Emergency situations as agreed upon by both parties.
- B.** In the event that the absence of a bargaining unit employee exceeds, or is reasonably expected to exceed ninety (90) days. In this situation, the Town may, at its discretion, hire a replacement employee that shall not be part of the bargaining unit to replace said absent employee for the duration of the absence, except that after six (6) months the employee shall become a member of the bargaining unit and may be laid off subject to the provisions of the agreement upon the return of the bargaining unit employee.

34.2 Except as provided for herein, seasonal employees, except for summer beach personnel performing normal beach functions and the Towers Coordinator, and The Kinney Bungalow Coordinator will not work more than forty (40) hours per week. In the event that the Town determines the additional hours of worked are needed, then bargaining unit employees will be offered the work prior to non-bargaining employees being offered the additional work.

34.3

- A.** During FY 2007-08, the Town will add one (1) full-time bargaining unit employee in the Department of Public Works under the classification of Laborer/Maintenance Person.
- B.** During FY 2007-08, the Town will add two (2) full-time bargaining unit employees in the Parks and Recreation Department, under the classification of Laborer/Maintenance Person.

- C. During FY 2008-09, the Town will add one (1) full-time bargaining unit employee in the Department of Public Works, under the classification of Laborer/Maintenance Person.
- D. During FY 2008-09, the Town will add one (1) full-time bargaining unit employee in the Police Department, under the classification of Assistant Animal Control Officer.
- E. During FY 2009-10, the Town will add one (1) full-time bargaining unit employee in the Police Department, under the classification of Clerk.

34.4

- A. The hours of work for the two (2) new positions within the Department of Public Works that are classified as Laborer/Maintenance Person shall be consistent with Article 13 of this agreement.
- B. The hours of work for the two (2) new positions within the Parks and Recreation Department that are classified as Laborer/Maintenance:
 - 1) One (1) employee shall be assigned as follows:

Five (5) consecutive eight (8) hour work days; Sunday through Thursday, inclusive. Between April 1st and October 31st the hours of work on Sunday shall be 7:00 am to 3:30 pm, and the hours of work on Monday through Thursday inclusive shall be 12 noon to 8:30 pm, with breaks as provided for within Article 13 of this Agreement. Between November 1st and March 31st, the hours of work on Sunday shall be 8:00 am to 4:30 pm, and the hours of work on Monday through Thursday inclusive shall be 7:00 am to 3:30 pm, with breaks as provided for within Article 13 of this Agreement.
 - 2) One (1) employee shall be assigned as follows:

Five (5) consecutive eight (8) hour work days; Tuesday through Saturday, inclusive. Between April 1st and October 31st the hours of work on Saturday shall be 7:00 am to 3:30 pm, and the hours of work on Tuesday through Friday inclusive shall be 12 noon to 8:30 pm, with breaks as provided for within Article 13 of this Agreement. Between November 1st and March 31st the hours of work on Saturday shall be 8:00 am to 4:30

pm, and the hours of work on Tuesday through Friday inclusive shall be 7:00 am to 3:30 pm, with breaks as provided for within Article 13 of this Agreement.

C. The hours of work for the one (1) new position within the Police Department that is classified as Assistant Animal Control Officer shall be as follows:

Five (5) consecutive eight (8) hour work days; Thursday through Monday inclusive. Thursday, Friday, and Monday; 2:00 pm to 10:30 pm, and Saturday and Sunday; 8:00 am to 4:30 pm, with breaks as provided for within Article 13 of this agreement.

D. Any hours worked after 5 pm in Section B and C above shall be subject to shift premium of \$0.25 per hour.

E. The hours of work for the one (1) new position within the Police Department that is classified as Clerk will be consistent with Article 13 of this agreement.

F. Effective July 1, 2014 the Municipal Court Clerk is classified as a Clerk and will be consistent with Article 13 of this agreement.

34.5 The following conditions will apply to the additional full-time bargaining unit positions classified as Laborer/Maintenance Person as created under Article 34.3 above:

A. All of the positions created herein shall be subject to transfer between the Parks and Recreation and Public Works departments (under the same job classification, with appropriate training) at the discretion of management.

ARTICLE 35 - LIFE INSURANCE

35.1 All employees shall receive \$50,000 Group Life Insurance Policy, the premium of which shall be paid by the Town.

35.2 All employees who retire shall receive Fifty Thousand and 00/100 Dollar (\$50,000) Group Life Insurance policy, the premium of which shall be paid by the Town.

ARTICLE 36 - MODIFIED DUTY/LIGHT DUTY

- 36.1** An injured employee, an employee out sick, or an employee who is temporarily disabled in any circumstance as a result of an on the job injury where he/she is not confined to his/her home and where he/she is determined capable of performing modified duty assignments, shall at the discretion of the Town, be required to work under modified duty status. An injured employee, an employee out sick, or an employee who is temporarily disabled in any circumstance as result of a non-job related injury where he/she is not confined to his/her home and where he/she is determined capable of performing modified duty assignments, may request to be placed in modified duty status. Any such placement shall be at the discretion of the Town. The following subsections shall apply in either case.
- 36.2** The capability to perform modified duty assignments shall be determined by the employee's physician.
- 36.3** Prior to reporting for modified duty, the employee will be advised in writing as to the type of work he/she must do while on modified duty. The employee's physician will use this work description to determine the employee's eligibility for modified duty. Employees on modified duty shall be allowed to work call back and overtime assignments.
- 36.4** Modified duty assignments shall in no way impede the employee's recovery.
- 36.5** While on modified duty, the employee shall be assigned to his/her regular shift.
- 36.6** The employee will be granted time off for injury-related doctor's visits or physical therapy.
- 36.7** All modified duty assignments are strictly temporary in nature and shall not exceed twelve (12) months in length.
- 36.8** Employees on modified duty assignments are prohibited from engaging in outside employment, if such employment would impede the employee's recovery.
- 36.9** Temporary modified duty in no way will restrict the employee from exercising his/her rights under the Federal Medical Leave Act or the Rhode Island Parental and Family Medical leave Act.

ARTICLE 37 - TERMINATION

- 37.1** This agreement shall become effective July 1, 2017 and shall remain in effect for the ensuing years through June 30, 2020 and shall then be automatically renewed for one year unless either party shall give written notice to the other party at least sixty (60) days before the subsequent anniversary date that it desires to negotiate, amend or modify any or all articles or sections of the agreement. In the event such notice shall be given, articles or sections so stated shall be renegotiated as of the beginning of the subsequent year.
- 37.2** All other articles or sections not under negotiations shall remain in full force and effect.

ARTICLE 38 - EVALUATION SYSTEM

- 38.1** Effective July 1, 2014, the Town will implement an employee performance evaluation system. The purpose of the evaluation system is to provide feedback to employees through measurable, objective outcomes. Performance evaluations shall not be used as a disciplinary measure, only to enhance or improve an employee's work performance. Once implemented all employees shall be evaluated on an annual basis.

CONCLUSION

In witness whereof, the parties have hereunto affixed their signatures this 16TH day of MARCH, 2017 *HC*

For RI Council 94, AFSCME, AFL-CIO

For the Town of Narragansett, Rhode Island:

Local 1179, Town of Narragansett Employees:

Allen J. Ferrinasi
Greg A. Owen

[Signature] - TOWN MANAGER
Susan Catherine Brown

Schedule A, Salary and Classifications

| FY 2017-18 2% | Probation | 6 Months | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year | 6 Year + |
|----------------------------------|-----------|----------|---------|---------|---------|---------|---------|----------|
| Clerk I | \$18.54 | \$20.79 | \$21.25 | \$21.52 | \$21.52 | \$21.79 | \$21.79 | \$0.00 |
| Clerk II | \$0.00 | \$21.66 | \$22.24 | \$22.52 | \$22.52 | \$22.88 | \$22.88 | \$0.00 |
| Clerk III | \$0.00 | \$0.00 | \$23.74 | \$24.09 | \$24.09 | \$24.50 | \$24.50 | \$0.00 |
| Clerk IV | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$25.71 |
| Deputy Tax Coll/Assessor | \$0.00 | \$25.49 | \$25.83 | \$27.21 | \$27.21 | \$27.60 | \$27.60 | \$0.00 |
| Deputy Clerk | \$0.00 | \$26.23 | \$26.56 | \$27.96 | \$27.96 | \$28.34 | \$28.34 | \$0.00 |
| Laborer | \$20.67 | \$22.51 | \$22.93 | \$23.21 | \$23.21 | \$23.46 | \$23.46 | \$0.00 |
| Maintenance | \$20.67 | \$22.51 | \$22.93 | \$23.21 | \$23.21 | \$23.46 | \$23.46 | \$0.00 |
| Truck Driver | \$20.90 | \$23.14 | \$23.62 | \$23.95 | \$23.95 | \$24.18 | \$24.18 | \$0.00 |
| Meter Reader/Repair | \$20.90 | \$23.14 | \$23.62 | \$23.95 | \$23.95 | \$24.18 | \$24.18 | \$0.00 |
| Utility Person | \$20.90 | \$23.14 | \$23.62 | \$23.95 | \$23.95 | \$24.18 | \$24.18 | \$0.00 |
| Dispatcher | \$22.66 | \$24.03 | \$24.85 | \$26.18 | \$26.18 | \$26.48 | \$26.48 | \$0.00 |
| Animal Control | \$21.82 | \$23.11 | \$23.94 | \$25.18 | \$25.18 | \$25.49 | \$25.49 | \$0.00 |
| Assistant Animal Control Officer | \$20.90 | \$23.14 | \$23.62 | \$23.95 | \$23.95 | \$24.18 | \$24.18 | \$0.00 |
| Mechanic | \$22.81 | \$23.35 | \$23.94 | \$25.18 | \$25.18 | \$25.49 | \$25.49 | \$0.00 |
| Plant Operator | \$22.81 | \$23.35 | \$23.94 | \$25.18 | \$25.18 | \$25.49 | \$25.49 | \$0.00 |
| WW Operator II | \$0.00 | \$0.00 | \$24.99 | \$26.10 | \$26.10 | \$26.35 | \$26.35 | \$0.00 |
| Heavy Equip Operator | \$0.00 | \$0.00 | \$23.94 | \$25.18 | \$25.18 | \$25.49 | \$25.49 | \$0.00 |
| Aborist | \$0.00 | \$0.00 | \$23.94 | \$25.18 | \$25.18 | \$25.49 | \$25.49 | \$0.00 |
| Foreman | \$0.00 | \$0.00 | \$26.03 | \$27.02 | \$27.02 | \$27.21 | \$27.21 | \$0.00 |

Clerk IV must have six (6) years of service as a clerk and currently a Clerk III and the Town Manager approval.

| FY 2018-19 3.5% | Probation | 6 Months | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year | 6 Year + |
|----------------------------------|------------------|-----------------|---------------|---------------|---------------|---------------|---------------|-----------------|
| Clerk I | \$19.19 | \$21.52 | \$21.99 | \$22.27 | \$22.27 | \$22.55 | \$22.55 | \$0.00 |
| Clerk II | \$0.00 | \$22.42 | \$23.02 | \$23.31 | \$23.31 | \$23.68 | \$23.68 | \$0.00 |
| Clerk III | \$0.00 | \$0.00 | \$24.57 | \$24.93 | \$24.93 | \$25.36 | \$25.36 | \$0.00 |
| Clerk IV | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$26.61 |
| Deputy Tax Coll/Assessor | \$0.00 | \$26.38 | \$26.73 | \$28.16 | \$28.16 | \$28.57 | \$28.57 | \$0.00 |
| Deputy Clerk | \$0.00 | \$27.15 | \$27.49 | \$28.94 | \$28.94 | \$29.33 | \$29.33 | \$0.00 |
| Laborer | \$21.39 | \$23.30 | \$23.73 | \$24.02 | \$24.02 | \$24.28 | \$24.28 | \$0.00 |
| Maintenance | \$21.39 | \$23.30 | \$23.73 | \$24.02 | \$24.02 | \$24.28 | \$24.28 | \$0.00 |
| Truck Driver | \$21.63 | \$23.95 | \$24.45 | \$24.79 | \$24.79 | \$25.03 | \$25.03 | \$0.00 |
| Meter Reader/Repair | \$21.63 | \$23.95 | \$24.45 | \$24.79 | \$24.79 | \$25.03 | \$25.03 | \$0.00 |
| Utility Person | \$21.63 | \$23.95 | \$24.45 | \$24.79 | \$24.79 | \$25.03 | \$25.03 | \$0.00 |
| Dispatcher | \$23.45 | \$24.87 | \$25.72 | \$27.10 | \$27.10 | \$27.41 | \$27.41 | \$0.00 |
| Animal Control | \$22.58 | \$23.92 | \$24.78 | \$26.06 | \$26.06 | \$26.38 | \$26.38 | \$0.00 |
| Assistant Animal Control Officer | \$21.63 | \$23.95 | \$24.45 | \$24.79 | \$24.79 | \$25.03 | \$25.03 | \$0.00 |
| Mechanic | \$23.61 | \$24.17 | \$24.78 | \$26.06 | \$26.06 | \$26.38 | \$26.38 | \$0.00 |
| Plant Operator | \$23.61 | \$24.17 | \$24.78 | \$26.06 | \$26.06 | \$26.38 | \$26.38 | \$0.00 |
| WW Operator II | \$0.00 | \$0.00 | \$25.86 | \$27.01 | \$27.01 | \$27.27 | \$27.27 | \$0.00 |
| Heavy Equip Operator | \$0.00 | \$0.00 | \$24.78 | \$26.06 | \$26.06 | \$26.38 | \$26.38 | \$0.00 |
| Arborist | \$0.00 | \$0.00 | \$24.78 | \$26.06 | \$26.06 | \$26.38 | \$26.38 | \$0.00 |
| Foreman | \$0.00 | \$0.00 | \$26.94 | \$27.97 | \$27.97 | \$28.16 | \$28.16 | \$0.00 |

Clerk IV must have six (6) years of service as a clerk and currently a Clerk III and the Town Manager approval.

| FY 2019-20 3.5% | Probation | 6 Months | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year | 6 Year + |
|----------------------------------|-----------|----------|---------|---------|---------|---------|---------|----------|
| Clerk I | \$19.86 | \$22.27 | \$22.76 | \$23.05 | \$23.05 | \$23.34 | \$23.34 | \$0.00 |
| Clerk II | \$0.00 | \$23.20 | \$23.83 | \$24.13 | \$24.13 | \$24.51 | \$24.51 | \$0.00 |
| Clerk III | \$0.00 | \$0.00 | \$25.43 | \$25.80 | \$25.80 | \$26.25 | \$26.25 | \$0.00 |
| Clerk IV | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$27.54 |
| Deputy Tax Coll/Assessor | \$0.00 | \$27.30 | \$27.67 | \$29.15 | \$29.15 | \$29.57 | \$29.57 | \$0.00 |
| Deputy Clerk | \$0.00 | \$28.10 | \$28.45 | \$29.95 | \$29.95 | \$30.36 | \$30.36 | \$0.00 |
| Laborer | \$22.14 | \$24.12 | \$24.56 | \$24.86 | \$24.86 | \$25.13 | \$25.13 | \$0.00 |
| Maintenance | \$22.14 | \$24.12 | \$24.56 | \$24.86 | \$24.86 | \$25.13 | \$25.13 | \$0.00 |
| Truck Driver | \$22.39 | \$24.79 | \$25.31 | \$25.66 | \$25.66 | \$25.91 | \$25.91 | \$0.00 |
| Meter Reader/Repair | \$22.39 | \$24.79 | \$25.31 | \$25.66 | \$25.66 | \$25.91 | \$25.91 | \$0.00 |
| Utility Person | \$22.39 | \$24.79 | \$25.31 | \$25.66 | \$25.66 | \$25.91 | \$25.91 | \$0.00 |
| Dispatcher | \$24.27 | \$25.74 | \$26.62 | \$28.05 | \$28.05 | \$28.37 | \$28.37 | \$0.00 |
| Animal Control | \$23.37 | \$24.76 | \$25.65 | \$26.97 | \$26.97 | \$27.30 | \$27.30 | \$0.00 |
| Assistant Animal Control Officer | \$22.39 | \$24.79 | \$25.31 | \$25.66 | \$25.66 | \$25.91 | \$25.91 | \$0.00 |
| Mechanic | \$24.44 | \$25.02 | \$25.65 | \$26.97 | \$26.97 | \$27.30 | \$27.30 | \$0.00 |
| Plant Operator | \$24.44 | \$25.02 | \$25.65 | \$26.97 | \$26.97 | \$27.30 | \$27.30 | \$0.00 |
| WW Operator II | \$0.00 | \$0.00 | \$26.77 | \$27.96 | \$27.96 | \$28.22 | \$28.22 | \$0.00 |
| Heavy Equip Operator | \$0.00 | \$0.00 | \$25.65 | \$26.97 | \$26.97 | \$27.30 | \$27.30 | \$0.00 |
| Aborist | \$0.00 | \$0.00 | \$25.65 | \$26.97 | \$26.97 | \$27.30 | \$27.30 | \$0.00 |
| Foreman | \$0.00 | \$0.00 | \$27.88 | \$28.95 | \$28.95 | \$29.15 | \$29.15 | \$0.00 |

Clerk IV must have six (6) years of service as a clerk and currently a Clerk III and the Town Manager approval.

Appendix A
TOWN OF NARRAGANSETT

Title Clerk IV

Nature of Work:

The employee in this position will provide highly skilled clerical support and quality service to taxpayers and the general public in various departments throughout the Town of Narragansett. This employee is directly supervised by the Department Director or designee. The requirements of this position will not hamper the ability to transfer internally when available.

Essential Functions:

1. Provides assistance to taxpayers and the general public via the phone, email or in-person as related to the department; resolves complaints as needed.
2. Completes routine and non-routine administrative responsibilities including but not limited to personnel forms, purchase orders, letters, reports, policies, correspondences, forms, etc. in a timely and efficient manner.
3. Records and maintains files of records as required per town, local, state or federal procedures or requirements.
4. Prepares and submits department payroll
5. Assists with the training of full-time staff within the same division
6. Assists with department budget preparation, research trends, equipment products, etc..
7. Maintains a close liaison with other departments, employees, and supervisors, in matters of mutual concern for all related inter-departmental activities.
8. Administers special programs and departmental procedures; research policies pertaining to department/division functions.
9. Coordinates the scheduling of department/division employees.
10. Satisfactorily accomplishes all Department responsibilities.
11. Performs other such duties and responsibilities as may be assigned and are consistent with this position.

Critical Skills, Experience and Knowledge:

1. Skilled in the preparation and maintenance of accurate records and reports
2. Ability to establish and maintain cooperative working relations with the public and co-workers
3. Highly skilled in the use of computer-based systems including but not limited to word processing, spread sheets, and data base applications

TOWN OF NARRAGANSETT

Title: Clerk IV (continued.)

4. Highly skilled in various bookkeeping functions including but not limited to purchasing procedures, payroll procedures, and accounts receivables which include the ability to operate various office equipment
5. Ability to understand and follow complex oral and written instructions
6. Must have the ability to plan and organize with an emphasis to detail, consistency, and accuracy
7. Ability to supervise and motivate others
8. Cross-trained in departmental tasks

Minimum Required Qualifications:

1. HS Diploma or equivalent
2. Six (6) years of service as a Clerk and currently a Clerk III with a letter of recommendation from Department Director and approval from the Town Manager as pursuant to the collective bargaining agreement.
3. Valid driver's license, with no offenses which would prohibit or restrict insurability or bonding by any insurance carrier providing the Town coverage may be required

Physical Environment/Working Conditions/Physical Demands

1. The work environment is typically within an office setting, although the employee may meet with other employees and agencies in an outside (jobsite) environment.
2. The working conditions (light, noise level, temperature, etc. are typical of (primarily) an office setting.
3. The employee may occasionally lift and/or move objects up to twenty-five (25) pounds.
4. Specific physical abilities include close vision and the ability to use computer monitors for long periods of time, as well as the ability to communicate verbally in person and on the telephone.

Effective Date: 11/4/2014

Town Council Adopted: _____

Agenda Item: #

Appendix B

LETTER OF UNDERSTANDING

The UNION and TOWN agree that the contract language 34.4 (B) be changed to:

a) One (1) EMPLOYEE SHALL BE ASSIGNED AS FOLLOWS:

Five consecutive eight(8) hour days; Sunday through Thursday, inclusive,

Between April 1st and October 1st the hours of work on Sunday shall be 7:00 am to 3:30 pm, and the hours of work on Monday through Thursday inclusive shall be 9:30 am to 6:00pm, with breaks as provided for within Article 13 of this Agreement.

Between November 1st and March 31st the hours of work on Sunday shall be 7:00am to 3:30pm and the hours of work on Monday through Thursday inclusive shall be 7:00 am to 3:30 pm, with breaks provided for within Article 13 of this agreement.

b) One (1) EMPLOYEE SHALL BE ASSIGNED AS FOLLOWS:

Five consecutive eight(8) hour days; Tuesday through Saturday, inclusive,

Between April 1st and October 1st the hours of work on Saturday shall be 7:00 am to 3:30 pm, and the hours of work on Tuesday through Friday inclusive shall be 9:30 am to 6:00pm, with breaks as provided for within Article 13 of this Agreement.

Between November 1st and March 31st the hours of work on Saturday shall be 7:00am to 3:30pm and the hours of work on Tuesday through Friday inclusive shall be 7:00 am to 3:30 pm, with breaks provided for within Article 13 of this agreement.

The UNION and the TOWN agree to delete section 34.5

FOR THE UNION:

Gerard E. O'Neil
Gerard E. O'Neil, Attorney/Sr. Business Agent

Kelly Fiske
Kelly Fiske, President Local 1179

Arthur E. Smith, Jr. 9.20.12
Arthur E. Smith, Jr., Vice President Local 1179

FOR THE TOWN:

[Signature] (acting Town manager)

Appendix C

Settlement Agreement

The parties, Town of Narragansett and Council 94, Local 1179 are concerned with the fact that dispatchers have sometimes had to be held over for a second consecutive shift on a second consecutive day resulting in thirty two hours worked in a forty hour time period. In order to address this concern the parties have agreed to the following terms.

Terms


1. Dispatchers may be held over for a second consecutive shift on a second consecutive day due to operational necessity.
2. If a dispatcher does not want to work a second consecutive shift on the second consecutive day the Town shall offer the overtime first to any bargaining unit member who is qualified to perform the work.
3. If no qualified bargaining unit member accepts the overtime shift the Town may offer the shift to part-time dispatchers.


Chief of Police

9/13/13
Date


President Local 1179

9/13/13
Date


Town of Narragansett


9/13/13
Date


RI Council 94, AFSCME

9/13/13
Date

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
 Blue Cross Blue Shield of Rhode Island: HealthMate Coast-to-Coast

Town of Narragansett - #01002469 - 0006, 0007, 0009 (\$250 Ded)
 Coverage Period: 07/01/2017 – 06/30/2018
 Coverage for: See below | Plan Type: PPO

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-639-2227 or (401) 459-5000 or TDD 711 or visit us at www.BCBSRI.com. For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other [underlined](#) terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-639-2227 or (401) 459-5000 or TDD 711 to request a copy.

| Important Questions | Answers | Why This Matters: |
|---|---|--|
| What is the overall deductible? | For In Network providers \$250 for an individual plan / \$500 for a family plan. For Out-of-Network providers \$1000 for an individual plan / \$2000 for a family plan. | Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible. |
| Are there services covered before you meet your deductible? | Yes. Preventive services, services with a fixed dollar copay, prescription drugs and diagnostic testing | This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ |
| Are there other deductibles for specific services? | No. | You don't have to meet deductibles for specific services. |
| What is the out-of-pocket limit for this plan? | For In Network providers \$750 for an individual plan / \$1500 for a family plan. For Out-of-Network providers \$3000 for an individual plan / \$6000 for a family plan. | The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met. |
| What is not included in the out-of-pocket limit? | Premiums, balance-billing charges, health care this plan doesn't cover | Even though you pay these expenses, they don't count toward the out-of-pocket limit. |
| Will you pay less if you use a network provider? | Yes. See www.BCBSRI.com or by calling 1-800-639-2227 or (401) 459-5000 for a list of network providers. | This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services. |
| Do you need a referral to see a specialist? | No. | You can see the specialist you choose without a referral. |

 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|--|---|---|--|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you visit a health care provider's office or clinic | Primary care visit to treat an injury or illness | \$15 copay /office visit; deductible does not apply | 20% coinsurance | None |
| | Specialist visit | \$25 copay /office visit; deductible does not apply | 20% coinsurance | Chiropractic Services are limited to 12 visit(s) per year. |
| | Preventive care/screening/immunization | No charge; deductible does not apply | 20% coinsurance | You may have to pay for services that aren't preventive . Ask your provider if the services you need are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies |
| If you have a test | Diagnostic test (x-ray, blood work) | No charge; deductible does not apply | 20% coinsurance | Preauthorization is recommended for certain services. |
| | Imaging (CT/PET scans, MRIs) | No charge | 20% coinsurance | |
| If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.BCBSRI.com . | Tier 1/Generic drugs | 20% coinsurance /prescription (retail & mail-order) | Not covered | No charge for certain preventive drugs; Preauthorization is required for certain drugs. Infertility drugs: 20% coinsurance deductible does not apply |
| | Tier 2/Preferred brand drugs | 20% coinsurance /prescription (retail & mail-order) | Not covered | |
| | Tier 3/Non-preferred brand drugs | \$20% coinsurance /prescription (retail & mail-order) | Not covered | |
| | Tier 4/Specialty drugs | 20% coinsurance /prescription (specialty pharmacy only) | 50% coinsurance ; deductible does not apply | |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | No charge | 20% coinsurance | Preauthorization is recommended. |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|--|---|---|--|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| | Physician/surgeon fees | No charge | 20% coinsurance | None |
| If you need immediate medical attention | Emergency room care | \$100 copay /visit; deductible does not apply | \$100 copay /visit; deductible does not apply | Emergency room: Copay waived if admitted Air Ambulance: No Charge Urgent Care: Visit only; additional services received are subject to additional out-of-pocket costs. |
| | Emergency medical transportation | \$50 copay /trip; deductible does not apply | \$50 copay /trip; deductible does not apply | |
| | Urgent care | \$50 copay /urgent care center visit; deductible does not apply | \$50 copay /urgent care center visit | |
| If you have a hospital stay | Facility fee (e.g., hospital room) | No charge | 20% coinsurance | 45 day limit at an inpatient rehabilitation facility; Preauthorization is recommended |
| | Physician/surgeon fees | No charge | 20% coinsurance | None |
| If you need mental health, behavioral health, or substance abuse services | Outpatient services | \$25 copay /office visit; deductible does not apply No charge /outpatient services | 20% coinsurance /office visit; 20% coinsurance /outpatient services | Preauthorization is recommended for certain services. |
| | Inpatient services | No charge | 20% coinsurance | |
| If you are pregnant | Office visits | \$25 copay /office visit; deductible does not apply | \$25 copay /office visit plus 20% coinsurance | Depending on the type of services, coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended. |
| | Childbirth/delivery professional services | No charge | 20% coinsurance | |
| | Childbirth/delivery facility services | No charge | 20% coinsurance | |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|---|---|--|--|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you need help recovering or have other special health needs | Home health care | No charge | 20% coinsurance | None |
| | Rehabilitation services | 20% coinsurance | 20% coinsurance | Includes Physical, Occupational and Speech Therapy. Physical and Occupational. Speech Therapy preauthorization is recommended for all visits. No charge for services to treat autism spectrum disorder and preauthorization is not required. deductible does not apply |
| | Habilitation services | 20% coinsurance | 20% coinsurance | |
| | Skilled nursing care | No charge | 20% coinsurance | |
| | Durable medical equipment | 20% coinsurance | 20% coinsurance | Preauthorization is recommended for certain services. |
| | Hospice services | No charge | 20% coinsurance | Preauthorization is recommended. |
| If your child needs dental or eye care | Children's eye exam | \$25 copay /office visit; deductible does not apply | 20% coinsurance | Limited to one routine eye exam per year. |
| | Children's glasses | Not covered | Not covered | None |
| | Children's dental check-up | Not covered | Not covered | None |

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

- | | | |
|-----------------------|--------------------------|--|
| • Acupuncture | • Dental check-up, child | • Routine foot care unless to treat a systemic condition |
| • Cosmetic surgery | • Glasses, child | • Weight loss programs |
| • Dental care (Adult) | • Long-term care | |

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- | | | |
|--|--|---|
| <ul style="list-style-type: none">• Bariatric Surgery• Chiropractic care• Hearing aids | <ul style="list-style-type: none">• Infertility treatment• Most coverage provided outside the United States. Contact Customer Service for more information. | <ul style="list-style-type: none">• Private-duty nursing• Routine eye care (Adult) |
|--|--|---|

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for us and those agencies is: the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711, state insurance department at (401) 462-9520 or by email at HealthInquiry@ohc.ri.gov, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: contact the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact your state insurance department at (401) 462-9520 or by email at HealthInquiry@ohc.ri.gov.

Does this plan provide Minimum Essential Coverage? Yes.

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-639-2227.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-639-2227.

如果需要中文的帮助, 请拨打这个号码1-800-639-2227.

Dinek'ehgo shika at'ohwol ninisingo, kwiljigo hoine' 1-800-639-2227.

_____To see examples of how this plan might cover costs for a sample medical situation, see the next section._____

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

| | |
|-----------------------------------|-------|
| ■ The plan's overall deductible | \$250 |
| ■ Specialist copayment | \$25 |
| ■ Hospital (facility) coinsurance | 0% |
| ■ Other coinsurance | 20% |

This EXAMPLE event includes services like:
 Specialist office visits (prenatal care)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (ultrasounds and blood work)
 Specialist visit (anesthesia)

Total Example Cost \$12,800

In this example, Peg would pay:

Cost Sharing

| | |
|-------------|-------|
| Deductibles | \$250 |
| Copayments | \$30 |
| Coinsurance | \$10 |

What isn't covered

| | |
|-----------------------------------|--------------|
| Limits or exclusions | \$60 |
| The total Peg would pay is | \$350 |

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

| | |
|-----------------------------------|-------|
| ■ The plan's overall deductible | \$250 |
| ■ Specialist copayment | \$25 |
| ■ Hospital (facility) coinsurance | 0% |
| ■ Other coinsurance | 20% |

This EXAMPLE event includes services like:
 Primary care physician office visits (including disease education)
 Diagnostic tests (blood work)
 Prescription drugs
 Durable medical equipment (glucose meter)

Total Example Cost \$7,400

In this example, Joe would pay:

Cost Sharing

| | |
|-------------|-------|
| Deductibles | \$250 |
| Copayments | \$110 |
| Coinsurance | \$390 |

What isn't covered

| | |
|-----------------------------------|--------------|
| Limits or exclusions | \$60 |
| The total Joe would pay is | \$810 |

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

| | |
|-----------------------------------|-------|
| ■ The plan's overall deductible | \$250 |
| ■ Specialist copayment | \$25 |
| ■ Hospital (facility) coinsurance | 0% |
| ■ Other coinsurance | 20% |

This EXAMPLE event includes services like:
 Emergency room care (including medical supplies)
 Diagnostic test (x-ray)
 Durable medical equipment (crutches)
 Rehabilitation services (physical therapy)

Total Example Cost \$1,900

In this example, Mia would pay:

Cost Sharing

| | |
|-------------|-------|
| Deductibles | \$250 |
| Copayments | \$230 |
| Coinsurance | \$50 |

What isn't covered

| | |
|-----------------------------------|--------------|
| Limits or exclusions | \$0 |
| The total Mia would pay is | \$530 |

The plan would be responsible for the other costs of these EXAMPLE covered services.

Unless specifically covered by your dental plan, the following are not covered:

- Services that are not dentally necessary and appropriate according to our review guidelines. Services subject to these guidelines include, but are not limited to, root canals; crowns and related services; bridges; periodontal services; orthodontics; and oral surgery. We will make a decision whether a service is dentally necessary based on these guidelines. A service may not be covered under these guidelines even if it was recommended by a dentist. Our guidelines can be found on our website at www.deltadentalri.com. You can have your dentist send us a request for a pre-treatment estimate in advance of the service to see if the service meets our guidelines.
- Services greater than the annual maximum.
- Services received from a dental or medical department maintained by or on behalf of an employer, a mutual benefit association, labor union, trustee or similar person or group.
- An illness or injury that Delta Dental decides is employment-related.
- Services you would not have to pay for if you did not have this Delta Dental coverage.
- Services or supplies that are experimental in terms of generally accepted dental standards.
- Services done by a dentist who is a member of your immediate family.
- An illness, injury or dental condition for which benefits are, or would have been available, through a government program if you did not have this Delta Dental coverage.
- Services done by someone who is not a licensed dentist or a licensed hygienist working as authorized by applicable law.
- Exams by specialists, except for periodic oral exams.
- Consultations.
- Disorders related to the temporomandibular joints (TMJ), including night guards and surgery.
- Services to increase the height of teeth or restore occlusion.
- Restorations needed because of teeth grinding or due to erosion, abrasion or attrition.
- Services done mainly to change or to improve your appearance.
- Occlusal guards.
- Implants.
- Bone grafts.
- Splinting and other services to stabilize teeth.
- Laboratory or bacteriological tests or reports.
- Temporary, complete dentures or temporary, fixed bridges or crowns.
- Prescription drugs.
- Guided tissue regeneration.
- General anesthesia or intravenous sedation for non-surgical extractions, diagnostic, preventive, or minor restorative services.
- General anesthesia or intravenous sedation given by anyone other than a dentist.

Delta Dental can adopt; and, apply, policies that we deem reasonable when we approve the eligibility of subscribers; and, the appropriateness of treatment plans and related charges.

All claims must be filed within one year of the date of service.

TOWN OF NARRAGANSETT

Product Name: Delta Dental PPO Plus Premier
Plan Type: National Coverage

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%, 80%). Your group number is 5885-0251. Coverage for benefits with time limitations (i.e. 6, 12, 24, 36 or 60 months) is calculated to the exact day.

The annual maximum is: \$1,200.00 per member per calendar year
The annual deductible is: \$0.00
The maximum lifetime cap: Unlimited
Pretreatment estimates are recommended for underlined procedures.

Plan pays 100%; Member Coinsurance 0%

- Oral exam - once per calendar year performed by a general dentist
- Cleaning - twice per calendar year
- Fluoride treatment - for children under age 19 once per calendar year
- Bitewing x-rays - one set per calendar year
- Complete x-ray series or panoramic film once every 36 months
- Single x-rays as required
- Sealants for children under age 14, once every 24 months on unrestored permanent molars
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth - one procedure per tooth per lifetime. Vital pulpotomy and apicoectomies also covered once per tooth per lifetime.
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasement or relining of partial or complete dentures once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months

Plan pays 50%; Member Coinsurance 50%

- Periodontal maintenance following active therapy - two per year
- Bridges and crowns over implants - replacement limited to once every 60 months
- Partial and complete dentures - replacement limited to once every 60 months
- Root planing and scaling once per quadrant every 24 months.
- Osseous (bone) surgery once per quadrant every 36 months (bone grafts are not covered).
- Gingivectomies once per site every 36 months.
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months

Orthodontics:

Plan pays 50%; Member Coinsurance 50%

- Elective braces and related services for dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.
Lifetime maximum (orthodontics only) is \$1,200.00

Dependent coverage - Dependent children are covered up until the end of the year that they turn age 19.