

AGREEMENT BETWEEN
THE TOWN OF SOUTH KINGSTOWN,
RHODE ISLAND

AND

R.I. COUNCIL 94, AFSCME, AFL-CIO

ON BEHALF OF

SOUTH KINGSTOWN, RHODE ISLAND
TOWN EMPLOYEES, LOCAL 1612

JULY 1, 2015 - JUNE 30, 2018

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - NO DISCRIMINATION	1
ARTICLE 3 - UNION SECURITY AND DUES DEDUCTION.....	1
ARTICLE 4 - NEW EMPLOYEES.....	2
ARTICLE 5 - SENIORITY	2
ARTICLE 6 - MANAGEMENT RIGHTS	3
ARTICLE 7 - GRIEVANCE PROCEDURE	3
ARTICLE 8 - PROMOTIONS	4
ARTICLE 9 - HOURS OF WORK	5
ARTICLE 10 - OVERTIME.....	8
ARTICLE 11 - CALL BACK.....	9
ARTICLE 12 - MEDICAL INSURANCE	9
ARTICLE 13 - SAFETY AND HEALTH.....	11
ARTICLE 14 - VACATIONS	12
ARTICLE 15 - HOLIDAYS.....	13
ARTICLE 16 - SICK LEAVE	14
ARTICLE 17 - PLEDGE PROCEDURE FOR SICK LEAVE	16
ARTICLE 18 - LEAVE OF ABSENCE.....	16
ARTICLE 19 - BEREAVEMENT LEAVE.....	16
ARTICLE 20 - PARENTAL LEAVE	17
ARTICLE 21 - UNION BUSINESS.....	17
ARTICLE 22 - ACCESS OF UNION REPRESENTATIVES.....	18
ARTICLE 23 - UNIFORMS.....	18
ARTICLE 24 - LIFE INSURANCE.....	19
ARTICLE 25 - PENSION	19
ARTICLE 26 - MILITARY SERVICE	19
ARTICLE 27 - PHYSICAL EXAMS.....	19
ARTICLE 28 - PERSONNEL FILES.....	20
ARTICLE 29 - BULLETIN BOARDS.....	20
ARTICLE 30 - WASH-UP TIME	20

ARTICLE 31 - STORM MANAGEMENT	20
ARTICLE 32 - RESIGNATION	21
ARTICLE 33 - LAYOFF AND RECALL.....	21
ARTICLE 34 - JOB DESCRIPTIONS, TITLES AND CLASSIFICATIONS	21
ARTICLE 35 - CIVIC DUTIES	21
ARTICLE 36 - VOLUNTEER FIRE SERVICES	22
ARTICLE 37 - DISCIPLINARY ACTION.....	22
ARTICLE 38 - SEVERABILITY.....	22
ARTICLE 39 - NO STRIKE/NO LOCKOUT.....	23
ARTICLE 40 - NEGOTIATION FOR A NEW CONTRACT.....	23
ARTICLE 41 - WAGES AND LONGEVITY	23
ARTICLE 42 - PEOPLE DEDUCTIONS	23
ARTICLE 43 - PART TIME EMPLOYEES	23
ARTICLE 44 - PERSONAL LEAVE.....	24
ARTICLE 45 - DURATION.....	25
APPENDIX A - WAGES	26
SECTION 1A: FY 2015-2016.....	26
SECTION 1B: FY 2016-2017	27
SECTION 1C: FY 2017-2018.....	28
SECTION 1D: ADDITIONAL COMPENSATION ADJUSTMENTS	29
SECTION 2: PART TIME EMPLOYEE HOURLY WAGES.....	30
SECTION 3A: LONGEVITY AND SHIFT DIFFERENTIAL.....	31
APPENDIX B - HEALTHCARE BENEFITS SUMMARY	32

AGREEMENT

This agreement made and entered into as of the 13th day of August, 2015, by and between Rhode Island Council 94, American Federation of State, County and Municipal Employees, AFL-CIO, Local 1612, hereinafter referred to as the Union, and the Town of South Kingstown, Rhode Island, hereinafter referred to as the Town.

ARTICLE 1 - RECOGNITION

- 1.1** The Town recognizes the Union as the sole and exclusive bargaining agent for all employees of the Town of South Kingstown as certified by the State Labor Relations Board in Case No. EE 3211 on August 23, 1978 and Case #EE-3596 on February 24, 1997.

ARTICLE 2 - NO DISCRIMINATION

- 2.1** The parties agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, sex, age, marital status, political belief, country of ancestral origin, union activity, union membership or non-union membership.

ARTICLE 3 - UNION SECURITY AND DUES DEDUCTION

- 3.1** All employees covered by this agreement and who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing for the life of this agreement.
- 3.2** 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. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
- 3.3** The Union agrees to indemnify the Town for any and all costs and damages that the Town may incur as a result of the application of subsection 3.2 above.
- 3.4** The Town agrees to the adoption of a Union Check-off system whereby Union dues will be withheld from the Union member's pay upon written authorization of the individual employee, until such time as such authorization is revoked at source, in equal amounts from each pay, either weekly, bi-weekly, or otherwise, as the frequency of the pay period may require. Such withholdings for Union dues are to be transmitted to the duly elected treasurer of the Union for the previous month's earnings, not later than the 29th day of each successive month.

ARTICLE 4 - NEW EMPLOYEES

- 4.1** All new employees hired by the Town shall be required to serve a three (3) month probationary period. Notwithstanding the foregoing, any employee hired for a position for which state certification is required, shall serve in a probationary status until certification is obtained but not less than three (3) months. During the probationary period, the Town shall have the right to discharge said employee and said discharge shall not be subject to the provisions of the grievance procedure herein. The Town shall have the right to extend an employee's probationary period for just cause. During the three (3) month probationary period, new employees are eligible for overtime once all other eligible divisional bargaining unit members have been offered the shift.

ARTICLE 5 - SENIORITY

- 5.1** For the purposes of this Agreement, there shall be two (2) kinds of seniority, Primary Seniority and Division Seniority. Primary Seniority shall be defined as the total length of time an employee has worked for the Town in any position covered by this Agreement. Division Seniority shall be defined as the length of time an employee has worked within a Division. There shall be two (2) divisions: Division One (1) shall consist of all part time employees and those positions in Certification EE 3211 and Division Two (2) shall consist of positions in Certification #EE 3596.
- 5.2** Seniority shall begin when an employee completes his probationary status and at that time seniority shall revert to his first day of employment.
- 5.3** Choices of vacation shall be made on the basis of seniority.
- 5.4** Choices of vacation shall be made on the basis of seniority within the Wastewater Division. However, the Wastewater Superintendent shall reserve the right to restrict vacation by position in order to maintain proper Wastewater Division operations and maintenance.
- 5.5** All employees shall forfeit all seniority rights then accrued to them in the event that he/she:
- A. is discharged for cause.
 - B. terminates their employment voluntarily.
 - C. fails to give notice within the seven (7) day period outlined in Section 2, Article 33.
 - D. is laid off for a period of three (3) years or longer.
- 5.6** The Town shall provide to the Union President upon the execution of this agreement and annually on the anniversary date of this agreement, a seniority list.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.1** It is understood and agreed by the parties that the Town shall have the sole jurisdiction over the management and operation of its system, including but not limited to the responsibility to determine the work to be performed, the scheduling of work, the establishing and changing of shifts and hours of work, the promotion, transfer, discipline, layoff or discharge of employees, the fixing and maintaining of standards and quality of work, methods of operations, except as modified by the express terms and conditions of this collective bargaining agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1** For the purpose of this agreement, a grievance shall be defined as a complaint by any employee or the Union that there has been a violation, misinterpretation or misapplication of any provision of this agreement.

- 7.2** The grievance procedure shall be as follows:

STEP 1: A grievance shall be presented by the aggrieved employee and/or the Union within five (5) working days of the employee's or Union's knowledge of the occurrence of the grievance to the employee's immediate superior who shall attempt to settle the problem within one (1) working day.

STEP 2: If the grievance is not resolved according to Step 1, it shall be reduced to writing and the aggrieved party and/or the Union shall present the grievance to the appropriate director within three (3) working days of Step 1. The appropriate director shall hear the grievance and render a decision to the Union within five (5) working days thereof.

STEP 3: If the grievance is not resolved in accordance with Step 2, it shall be presented to the Town Manager or his or her designee within three (3) working days of the Step 2 denial. The Town Manager or his or her designee shall render a decision within five (5) working days of the hearing thereof.

STEP 4: In the event the grievance is not settled in a manner satisfactory to the employee and/or the Union, then the grievance may be submitted to arbitration in the manner provided herein. Members of the Union, Stewards and the aggrieved employee and the employee's witnesses or Town employees will not suffer loss of pay for time spent in processing a grievance by mutual agreement. Grievances must be submitted to arbitration within thirty (30) working days after the completion of Step 3.

- 7.3** The parties also agree on all cases of suspension or dismissal, the aggrieved and/or the Union may proceed to Step 3 of the grievance procedure upon notification by the Union to the Town Manager or his or her designee. The Town Manager or his or her designee shall render a decision within five (5) working days of the notification thereof, in accordance with Step 3.

- 7.4** In the event a grievance is not settled under Step 1, 2 or 3 above, said grievance shall, at the request of the Union or the Town, be submitted to arbitration to the American Arbitration

Association in accordance with the rules of the Association then obtaining. The parties may mutually agree to an alternative method of arbitration. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

- 7.5** The parties agree that during the grievance process, failure to meet the timing requirements as noted in Article 7, will necessitate that the grievance be voided against the party at fault.

ARTICLE 8 - PROMOTIONS

- 8.1** Whenever a vacancy exists in any position covered by this agreement, a job posting shall be posted for a period of fourteen (14) calendar days on an appropriate bulletin board made available by the Town.
- 8.2** Any employee covered by this agreement who is interested in filling a vacancy, shall apply in writing to the Town Manager or his or her designee no later than the last posting date. Said date shall be included on the posting.
- 8.3** Where qualifications and abilities are equal, division seniority shall be the determining factor first and primary seniority secondly in filling the job vacancy. Promoted employees shall be required to serve a trial period of no longer than three (3) months. Employees shall be allowed to return to the job held prior to promotion or transfer no later than four (4) weeks after assuming new job. Displaced employees shall not be allowed to grieve being returned to former position. Newly promoted employees shall be compensated at the "after three (3) month probation" step and will serve a three (3) month probationary period.
- 8.4** A copy of all vacancies shall be sent to the Union President.
- 8.5** Nothing within this agreement shall be construed as requiring the Town to fill all job vacancies within the bargaining unit with persons already members of the Union.
- 8.6** The procedure for filling new jobs shall be the same as the procedure for filling a vacancy. All employees who apply for any posted position shall receive a notice in writing as to the disposition of their application.
- 8.7** Notwithstanding the foregoing, promoted employees who are required to obtain state certification or licensing shall obtain said license during the three (3) month probationary period. That period may be extended for cause to a date certain if mutually agreed upon by the Town and the Union.
- 8.8** After six (6) months of continuous employment a temporary full-time employee appointed to fill a vacancy for a permanent position shall be subject to the terms and conditions of the Contract.

ARTICLE 9 - HOURS OF WORK

9.1 Hours of work shall be as follows:

- A. Highway: 7:30am - 4:00pm Monday through Friday
- B. Parks & Recreation: 7:30am - 4:00pm Monday through Friday

Current schedules shall not be changed except as follows:

Added seasonal Shifts	
6:00am – 2:30pm	Monday through Friday
6:00am – 2:30pm	Tuesday through Saturday

The Town reserves the right to create additional seasonal shifts and transfer employees to these shifts as needed. The adjusted shifts will be 6:00am- 2:30pm Monday – Friday or Tuesday – Saturday, from May 1 through August 30. Employees must be given a thirty (30) day notice in advance of a shift change unless mutually agreed upon by the Town and the employee affected. The Parks Superintendent will determine which employees will be assigned to an adjusted schedule.

C. Wastewater Treatment Plant

Monday – Friday:

Shift	Hours	Lunch
1 st Shift	7:30am – 4:00pm	½ hour unpaid lunch break
2 nd Shift	3:30pm – 11:30pm	no lunch break

Saturday, Sunday and Holidays:

Hours	Lunch
6:30am – 2:30pm	no lunch break

Notwithstanding the foregoing, the Town reserves the right to create additional shifts and transfer employees as needed to maintain compliance with federal or state licensing requirements for wastewater treatment facility operations. Any transfer of employees from one shift to another shall be consistent with the below, exclusive of the thirty (30) day limit.

For Wastewater Division, hours of work shall remain as is. However, the Town shall have the right to transfer an employee from one shift when such transfer is in the best interest of the Town for reasons of efficiency and productivity. Any employee so affected shall receive a thirty (30) calendar day notice prior to the transfer except in those cases where a shift change is necessitated due to an unforeseen staffing shortage. Said transfer shall last no more than six (6) months.

Upon request of a Wastewater Division employee, the Town may modify the regular weekly shift schedule. However, any such schedule change may be approved by the Town if:

1. The shift change shall not affect the proper and efficient operation of the Wastewater Division; and
2. The proposed shift modification is mutually acceptable to other Division employees whose work schedules would be altered by granting the request.

In agreeing to a schedule modification, the Town retains the right to require a return to regular shift assignments at any time regardless of the length of time that the schedule change may have been in effect. In addition, schedule changes granted by the Town shall not establish a precedent regarding any future requests that may be made by Division employees.

9.2 Police Dispatch Center

A. Permanent shifts covering each twenty-four (24) hour period shall be as follows:

Shift	Days Worked	Hours	Days Off
First Shift	Mon - Fri	0700 to 1500 hrs	Sat/Sun Off
Second Shift	Sat - Wed	1500 to 2300 hrs	Thu/Fri Off
Third Shift	Tue - Sat	2300 to 0700 hrs	Sun/Mon Off
Roving Shift	Sat	0700 to 1500 hrs	Tue/Wed Off
	Mon	2300 to 0700 hrs	
	Thu/Fri/Sun	1500 to 2300 hrs	

No employee of the Town of South Kingstown holding the position of Dispatcher within the Police Department will be ordered, directed, or otherwise required to work a second or succeeding double shift, (fingered, so called) when that employee is commencing after any duty shift, a vacation, holiday time, compensatory time, or ending a regular work week and starting normal days off. Any Dispatcher may waive his or her rights under this provision and work such overtime if he or she voluntarily elects to do so.

- B. Placement on these shifts will be made on the basis of a yearly bid system, by seniority. This bid system shall be instituted in June of each year for the upcoming contract year.
- C. The Town shall post a copy of the official seniority list in the roll call room once each year on May 1.
- D. All Dispatchers shall have thirty (30) days to request corrections or changes in the list as posted, otherwise at the conclusion of the thirty (30) day period, the seniority list shall become the official list for the ensuing year.

- E. Seniority shall be determined by years of service based on anniversary dates for each Dispatcher. In the event that more than one (1) employee was appointed or promoted on the same day, determination of seniority shall be made by the Chief of Police.
- F. All Dispatchers prior to their second anniversary date shall be placed on shifts at the discretion of the Chief of Police to assure their proper training. At the end of this two (2) year period, such Dispatchers shall be placed on shifts according to the bid system that is in effect.
- G. Should any conflict arise during the bidding process, it shall be resolved on the basis of seniority as mentioned in subsection E.
- H. All yearly bids shall be binding on the Dispatchers for the contract year except in those situations where vacancies in other shifts arise and require filling. In this situation, all vacancies shall be posted for four (4) days.
- I. A Senior Dispatcher whose bid has been accepted may reject the position or benefit at his or her discretion without explanation and any such rejection shall not be construed as a waiver of seniority rights in any subsequent situation where seniority would prevail.
- J. Nothing in this Article shall be construed as to limit, interfere, or otherwise challenge the management right of the Town of South Kingstown through the Public Safety Director and/or the Chief of Police by means of any police department memo, standing order, or change in the South Kingstown Police Department rules and regulations to transfer any department member from any shift to another shift at the discretion of the Public Safety Director and/or the Chief of Police for any reason, when such transfer is in the best interest and conducive to the harmony, productivity and good order and discipline of the South Kingstown Police Department.
- K. The number of positions on each shift shall be determined by the Chief of Police and posted during the bidding period.

9.3 The normal hours of work for a part-time position shall be established based upon the assigned hours of work in effect as of July 1, 2003, and for those part-time employees hired thereafter, upon the commencement of employment, and shall not be changed except by mutual agreement between the Manager and the Union President.

9.4 The hours of work for the full-time Animal Shelter employees shall be as follows:

Role	Hours	Days
Shelter Manager	7:00am – 3:00pm	Monday –Friday
Assistant Shelter Manager	8:00am – 4:00pm	Tuesday - Saturday

The Town shall have the right to amend an employee’s schedule when such change is in the best interest of the Town for reasons of efficiency and productivity. Any employee so affected shall be given a two (2) week notice prior to the modification except in those cases where a change is necessitated due to an unforeseen staffing shortage.

ARTICLE 10 - OVERTIME

10.1 All employees covered by this agreement shall be paid time and one-half (1.5) or at their option shall receive compensatory time and one-half (1.5) for all work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week. Compensatory time shall be allowed to accumulate up to a maximum of ninety (90) hours and must be used by the end of the fiscal year and shall not be carried forward to the next year. In the event compensatory time is not used by the end of the fiscal year then employees shall be paid for same. Employees must use compensatory leave earned in a Division other than their own within ninety (90) calendar days. When used, comp time may be discharged in one (1) hour increments at the discretion of the Department Head provided that such incremental time be used in the first and last two (2) hours of the scheduled work day.

10.2 For each hour or part of an hour worked, overtime shall be calculated on the total number of overtime minutes worked, and earned in fifteen (15) minute increments as follows:

Overtime Worked	Overtime Earned
1-15 minutes	15 minutes x 1.5
16-30 minutes	30 minutes x 1.5
31-45 minutes	45 minutes x 1.5
46-60 minutes	one hour x 1.5

10.3 It is the intent of the Employer that overtime work shall be equally distributed among qualified employees. "Qualified" employees shall be defined as those employees who have the skills, and certification where required, to perform the overtime assignment.

10.4 The Town agrees that all records of overtime hours worked by any and all employees covered by this agreement shall be a matter of public record.

10.5 Dispatchers shall have overtime work distributed among qualified employees based on seniority on a rotating schedule. Such practice will be consistent with the way overtime is distributed with OIC's of the Police Department. The OIC responsible for a particular Dispatcher's shift will be responsible for proper implementation of the rotation list and will be kept in the OIC's office. A Police Dispatcher who is held over for fifteen (15) minutes or less beyond the regular shift shall be compensated at an overtime rate for fifteen (15) minutes.

10.6 Overtime and compensatory time earned shall be posted each month. The overtime list shall be posted in each Department.

10.7 The Town will provide training to qualify Highway and Wastewater Treatment Facility employees for park maintenance overtime. Qualified employees will be eligible for overtime only after all regular full-time parks maintenance employees have been called first.

10.8 Any overtime available shall be offered to part time personnel after full time personnel have been offered the work. Part time overtime shall be defined as hours of work in excess of the regular work schedule. Premium pay shall apply subject to the provisions of Section 10.1 above. Overtime for part time employees shall be on a rotating basis.

- 10.9** Overtime for Animal Control Officers will be offered on a rotating basis. Overtime will be offered only in situations where the Officer in Charge (OIC), the Chief of Police, or his designee determines that the skills of the Animal Control officer are required in a given situation.

ARTICLE 11 - CALL BACK

- 11.1** Call Back is defined as a call by the Town for an employee to perform work after completing a regularly scheduled work period, but before the employee is next scheduled to work. Should the employee receive such notice before punching out, he/she shall not be on call back status.
- 11.2** When an employee is called back to perform work, said employee shall receive a minimum of three (3) hours pay. When five (5) or more workers are called back, a minimum of four (4) hours shall be paid.
- 11.3** If an employee is called back more than once within a three (3) hour period, he/she shall be paid for three (3) hours only. If an employee is called back more than once over a period that exceeds three (3) hours, he/she shall be paid a minimum of three (3) hours for each non-overlapping three (3) hour call out period. All employees will receive three (3) hour callback pay for each separate callback that is non-overlapping with a previous callback period.
- 11.4** In the Wastewater Division, the Town shall provide standby pay for one (1) hour each day at the rate of time and one-half (1.5) for seven (7) days each week. Only mechanics shall be eligible for standby assignments.

ARTICLE 12 - MEDICAL INSURANCE

- 12.1** The employee cost share shall be made through twenty-four (24) bi-weekly payroll deductions each year. During months with three (3) pay dates, the cost share will be deducted from only two (2) pay dates. For all employees beginning July 1, 2015 through June 30, 2018, the Town shall pay eighty (80) percent (See Appendix B) of the premium cost (or working rate) of HealthMate Coast to Coast or equivalent individual or family coverage, whichever is applicable, and the employee shall pay twenty (20) percent of the premium cost (or working rate).
- 12.2** Should another member of the employee's family be eligible for and be receiving medical insurance from the Town or the South Kingstown School Department then the Town shall not be required to furnish medical coverage for said employee or said family.
- 12.3** The Employer shall not be subject to any liability as a result of the permission granted by the Employer to employees to buy group health insurance under this section.
- 12.4** Members of the bargaining unit hired prior to July 1, 2005 who retire will receive the same medical insurance plan and shall be subject to the same premium co-payment as active employees covered under this Agreement until age sixty-five (65).

Further, members who retire due to disability after July 1, 2005 will be eligible to receive health care for a sixty (60) month period from the date of retirement or until age sixty-five (65) and shall be subject to the same premium co-payment as active employees.

If any such retired employee or his or her spouse has an alternative medical plan available for said retiree then this provision shall not apply. In the event that a retiree's alternative health care plan becomes unavailable to the retiree, the Town will reinstate the health care benefits through the Town's Health Care Plan. The reinstated member will be responsible for employee co-share payments.

Members hired after July 1, 2005 will be eligible to receive health care in retirement until age sixty-five (65), as follows:

- A. Thirty (30) years or more of service – for three (3) years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay Four Thousand dollars (\$4,000) per year toward annual cost, and the retiree shall pay the difference, payable on a monthly basis.
- B. Twenty-five (25) years or more of service – for three (3) years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay Two Thousand Six Hundred Sixty-Six dollars (\$2,666) per year toward the annual cost, and the retiree shall pay the difference, payable on a monthly basis.
- C. Twenty (20) years or more of service – for three (3) years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay One Thousand Three Hundred Thirty-Three dollars (\$1,333) per year toward the annual cost, and the retiree shall pay the difference, payable on a monthly basis.

To be eligible for post retirement benefits, the employee must be eligible to retire under the MERS.

Upon retirement from the Town and if continuing health coverage, retirees must annually sign and return to the Personnel Office an affidavit certifying that they do not have alternative coverage available to them through a current spouse or employer.

12.5 Healthcare Buy-Back

Any member who has coverage or is eligible for coverage under another health insurance plan may elect to waive the Town health plan and receive an annual payment equal to Two Thousand dollars (\$2,000). Payments for the buy-back will be pro-rated over bi-weekly pay periods throughout the fiscal year. Members electing to participate in the health buy-back program shall deliver a signed, witnessed waiver form to the Personnel Office prior to each June 15th as well as a letter from the organization providing the coverage. In the event that a member who has elected to drop the health coverage as provided above decides to reinstate either or both coverage's, the following shall apply:

- A. Except as provided in (B) below, reinstatement may be effective only at the beginning of the plan year (July 1) and application must be made in writing to the Personnel Office no later than June 15.
- B. Reinstatement may be requested during the plan year if such request is due to loss of the other coverage for reasons beyond the member's control. A request for mid-year reinstatement must be made in writing to the Personnel Office. If the request is approved by the insurer, reinstatement shall be effective the first of the month which is at least fifteen (15) calendar days following such approval. All reinstatement is subject to the insurer's rules and contingent upon the insurer's approval. It is the understanding of the Town that employees will not be denied reinstatement based on valid requests.

12.6 The Town shall pay the full cost of individual or family coverage for Delta Dental Level II or equivalent for all employees covered by this Agreement with a Two Thousand dollar (\$2,000) annual maximum.

12.7 Part time employees assigned to work an average of more than twenty-two and one half (22.5) hours per week, but less than full time in a job classification, shall be entitled to elect to receive individual plan health and or dental insurance and the Town and the employee shall each pay fifty percent (50%) of the annual premium. The employee's payment shall be made through payroll deductions. If the employee elects family health and/or dental insurance, the Town will pay fifty percent (50%) of the premium cost of individual health and/or dental, and the employee shall pay the difference, through payroll deductions for cost of the family health and/or dental plan.

12.8 Employees shall be provided with an eye wear (prescription eyeglasses and/or contact lenses) allowance of up to One Hundred dollars (\$150) to be paid by June 30th of the year; however said payment shall be limited to a maximum of one (1) allowance every other fiscal year per employee. Said allowance will be paid only upon presentation of a single receipt of purchase and acknowledgement that said eyewear was purchased for exclusive use of the employee.

12.9 Health Coverage of an Employee's or Retiree's Former Spouse

- A. Covered former spouses must annually sign and return to the Personnel Office an affidavit certifying that they do not have alternative coverage available to them through a current spouse or employer.
- B. Upon the re-marriage of a covered former spouse, said former spouse is no longer eligible for medical coverage through the Town.

ARTICLE 13 - SAFETY AND HEALTH

13.1 The Town and the Union shall cooperate in the enforcement of safety rules and regulations.

13.2 Should an employee complain that this work requires him or her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the Town other than the said employee's immediate supervisor.

- 13.3 In the event the Town disputes the existence of an unsafe or unhealthy condition, then the Union shall have the right to grieve said dispute.
- 13.4 The Town shall provide all necessary training used by employees covered by this agreement. The Town shall provide all employees with all necessary personal protective equipment including, but not limited to, safety glasses and gloves.

ARTICLE 14 - VACATIONS

- 14.1 Vacation leave shall be allowed and considered earned by the employee who has completed the following number of full years of service with the Town of South Kingstown, with pay in accordance with the following schedule:

Full Years of Service*	Accrual Rate Per Pay Period	Accumulation Per Year
Beginning 0 to 4 years completion	0.3846 days	10 days
Beginning 5 to 9 years completion	0.5769 days	15 days
Beginning 10 to 14 years completion	0.7692 days	20 days
Beginning 15 years	0.8076 days	21 days
Beginning 16 to 19 years completion	0.8461 days	22 days
Beginning 20 years	0.8846 days	23 days

*Full years of service shall be defined in this section as the employee's anniversary date of hire.

- 14.2 Vacation leave shall begin to accrue at the end of the first full pay period of employment, but no employee shall be allowed a full vacation leave until he/she has completed one (1) full year of service with the Town.
- 14.3 An employee shall be paid for any vacation leave earned if he/she leaves the service of the Town voluntarily or otherwise during the first year of employment.
- 14.4 Vacation leave shall not be granted in any less than one-half (1/2) day increments.
- 14.5 Vacation leave shall be granted as above stated and the employee shall be encouraged to take his full vacation time during the year in which it is accumulated. In the event an employee has not used his or her accumulated vacation leave, any unused portion shall be carried forward; however, said accumulation shall not exceed thirty (30) days. In those instances where an accumulation of unused vacation leave exceed thirty (30) days, all leave in excess of thirty (30) days shall be credited to his/her sick leave on the last day of the fiscal year, provided such sick leave does not exceed one hundred-ninety (190) days total accumulation. No vacation leave shall be granted for a period exceeding fifteen (15) consecutive full working days; however, an employee having an accumulation of vacation leave may be permitted, with the consent of the Department Head or his or her designee, one or more vacations during the calendar year, provided the scheduling of such vacations does not conflict with the needs of the service; said consent shall not be unreasonably withheld.

- 14.6 Department and Division Heads shall schedule vacations, giving due consideration to the needs of service and the ability of the remaining staff to perform the work of the department or division. The employee shall be permitted to take his/her vacation leave at such times as, in the judgment of the Department or Division Head, will best serve the interest of the Town and the Employee. Employees must file a statement of intent each year prior to April 1st in order that Department and Division Heads may comply with this requirement.
- 14.7 Designated holidays occurring during a vacation shall not be charged to vacation time.
- 14.8 Part time employees shall receive annual vacation leave on a pro-rata basis based upon the assigned hours of work.

ARTICLE 15 - HOLIDAYS

- 15.1 All employees covered by this agreement shall receive the following days off with pay for the following designated holidays:

New Year’s Day	Labor Day
Martin Luther King Jr.’s Birthday	Columbus Day
Presidents’ Day	Veterans Day
Good Friday Afternoon	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Fourth of July	Christmas
Victory Day	½ Day Floating Holiday

- 15.2 Holidays shall be observed on those dates as specified by State Statute or the Town Manager or his or her designee. Employees shall not receive pay for holidays should the employee be absent on leave without pay. In order for an employee to be eligible for holiday pay, he/she must have worked the full scheduled workday immediately before and after the holiday, unless his/her absence on either of such days was excused in writing by the Town or unless the employee was on paid sick leave or on scheduled vacation leave. Police Department Dispatchers shall have the option of receiving their holidays as pay or as days off with pay. In the event State statute deletes any of the above noted holidays then the Town Manager or his or her designee shall designate another day.
- 15.3 Employees wishing to observe religious holidays not listed shall have, with the approval of the Town Manager or his or her designee, the option of either being given time off without pay, or having the time charged to their vacation.
- 15.4 Should any of the designated holidays recognized above fall on an employee’s scheduled day off, such employee shall not be deprived of his/her holiday rights, but shall be paid for that day or have an additional day off.
- 15.5 Holidays during vacation period – Should any of the holidays recognized by this agreement be celebrated during a vacation period, the employee should be entitled to an additional day off

with pay, which shall be continuous to his or her vacation, unless otherwise agreed upon by the Town and employee.

- 15.6** Holidays Worked – An employee called to work on a holiday recognized by this agreement shall be paid at a rate of double (2) time his or her normal rate of pay for all hours worked on such day in addition to his or her regular holiday pay. Nothing in this agreement shall in any way abridge the Town’s right to schedule employees to work on designated holidays.
- 15.7** Part time employees shall receive the holidays set forth in the Agreement if the holiday falls on the part time employee’s regularly scheduled workday, and the employee works a minimum schedule of fifteen (15) hours per week.

ARTICLE 16 - SICK LEAVE

- 16.1** Sick leave may be accrued in one of two ways. Employees opt at the beginning of their employment or at the beginning of the fiscal year to accrue sick leave as follows:

Option 1: Employees shall accrue the equivalent of 0.5769 days of sick leave per pay period throughout the fiscal year, to accumulate to a maximum of fifteen (15) days per fiscal year.

Option 2: Employees shall accrue the equivalent of 0.4615 days of sick leave per pay period throughout the fiscal year to accumulate to a maximum of twelve (12) days per fiscal year. Personal leave shall be earned at a rate of 0.25 days per month for each calendar month in which sick leave is not used. Under both options, all employees may accumulate sick leave up to a maximum of one hundred-ninety (190) days. There is no accrual of sick bonus when on Leave Without Pay status.

- 16.2** Sick leave shall be granted for the following reasons only:

- A. A personal illness or physical incapacity to such an extent as to be thereby rendered unable to perform the duties of his or her position. Seven (7) days of sick leave per year may be used to attend to the illness of a family member. Family member shall mean the employee's spouse, child or parent.
- B. Enforced quarantine when established and declared by the Department of Health or other competent authority for a period of such quarantine only.
- C. For the purposes of section 16.2 a personal illness or physical incapacity shall include exams, therapy, and other treatments which involve a life threatening disease and which cannot be administered at any time other than during the regular work day. Pre-operation/Surgery testing and oral surgery with physician’s confirmation shall be included. Specifically excluded from this section are treatments, exams, and therapy which are elective or routine in nature and which do not involve a life threatening disease. Regular or periodic physical examinations including but not limited to eye and dental examinations and any other minor, periodic, routine or prophylactic examinations shall not be included in this section.

- 16.3** Departmental Notification - In the event of an unexpected personal illness, the employee is required to notify his/her immediate supervisor one-half (1/2) hour before the start of the employee's shift.
- 16.4** General Sick Leave Provisions - It is agreed by the parties that sick leave is provided for only those purposes as defined in Section 16.2 herein. Discretion of the Department Head or his or her designee concerning sick leave shall include, but not be limited to, the following:
- A. The Department Head or his or her designee may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided the employee involved has been told, on the occasion of his or her last prior absence for sickness, that such evidence might be required for any future sick leave requests within the next six (6) months, but any employee may be required to furnish said certificate for an absence of three (3) or more consecutive days.
 - B. In all cases involving sick leave taken on a day immediately before or immediately after a Town paid holiday, Article 15, Section 15.1, a certified doctor's statement may be required.
 - C. A failure of an employee to produce a required certified doctor's statement to validate sick leave taken shall constitute a reason for non-payment for the day or days taken.
 - D. Sick leave shall be charged in one (1) hour increments, provided that such one (1) hour increments are used in the first and last two (2) hours of the scheduled workday. Employees shall be required to notify the Town of their intent to take such time whenever possible. Otherwise, sick leave shall be charged in no less than one-half (1/2) day increments.
 - E. Any employee found to have abused sick leave or who has taken unauthorized leave shall be subject to discipline up to and including termination for cause.
- 16.5** Hours charged to sick leave shall be counted as hours worked for the purpose of computing overtime.
- 16.6** All employees who retire from the Town service with a minimum balance of forty-five (45) days sick leave will be eligible for three-quarters (3/4) payment of all accumulated sick leave, except on retirement for work related disability where one hundred percent (100%) accumulated sick leave will be paid.
- 16.7** Any employee covered by this agreement with five (5) or more years of service, who resigns and leaves the Town's service in good standing and who has accumulated forty-five (45) days sick leave shall receive one-quarter (1/4) payment for all accumulated sick leave at the time of separation, up to a maximum of one hundred-ninety (190) days.
- 16.8** Part time employees shall receive annual sick leave on a pro-rata basis based upon the assigned hours of work.

- 16.9** In the event of an employee's death, payment for seventy-five percent (75%) of accumulated sick leave will be paid to his/her estate.

ARTICLE 17 - PLEDGE PROCEDURE FOR SICK LEAVE

- 17.1** The Town agrees to allow members of the bargaining unit to donate any portion of their accumulated sick leave to any other members of the bargaining unit. Employees who receive said donated sick leave shall not be required to reimburse employees who make said donations or to pay back the Town. Employees who accept said sick leave shall be allowed to do so only upon exhausting all sick time and any other available paid leave.
- 17.2** Any employee covered by this agreement who is in need and who has not previously abused his sick leave and has exhausted all vacation, personal and sick leave may be deemed eligible to borrow a maximum of twenty (20) additional sick leave days. Written requests for additional sick leave shall be submitted in writing to the Town Manager or his or her designee. All borrowed sick leave shall be paid back at the rate of one half (1/2) of the employee's sick leave accrual. An employee receiving sick leave under this provision will not accrue vacation, sick or personal time.
- 17.3** Part time employees shall be granted use of the pledge procedure on a pro-rata basis based on assigned hours of work.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.1** It is agreed that, upon written application, an employee with permanent status may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability or other purposes deemed proper and approved by the Town Manager or his or her designee. The Union will be notified if the position will be filled.
- 18.2** The Town shall not be required to reinstate the employee in his or her former position if said employee is on leave for more than six (6) months. If the Town has hired a permanent replacement for the employee, the Town shall have the option of putting the returning employee on a recall list or offering him or her comparable employment, if available.
- 18.3** At times when an employee may be called home for a short period, for an emergency, emergency leave with pay may be granted at the discretion of the Department or Division Head.
- 18.4** Employees on Leave Without Pay status are not eligible to accrue sick, vacation, or personal time and are not eligible for holiday pay.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.1** When a death occurs in an employee's immediate family, leave from time of notification through one (1) day immediately following the date of burial if required will be granted by the Town. If the day following the date of burial is not a scheduled work day, the employee is expected to

return on their next scheduled work day. For purposes of this rule, immediate family member shall be construed to mean any of the following: mother, father, spouse, child, sister, brother, grandparent, grandchild of the employee, mother-in-law, father-in-law, brother-in-law, sister-in-law, foster parents, foster children, former guardians and any other person residing in the employee's household. In the event of the death of an employee's aunt or uncle, the employee shall be granted one (1) day of paid leave. Said leave may be taken up to forty-eight (48) hours prior to or following internment services.

- 19.2** Said leave shall not extend more than one (1) day beyond the date of burial of said deceased person and in no event shall bereavement leave exceed (5) working days.
- 19.3** Part time employees shall be granted use of bereavement leave on a pro-rata basis based on assigned hours of work.

ARTICLE 20 - PARENTAL LEAVE

- 20.1** Parental leave of up to six (6) months may be granted upon request. Such request must include the approximate date of return. The employee must notify the Town Manager or his or her designee in writing of his or her intent to leave at least sixty (60) days prior to the start of said leave and intent to return at least thirty (30) days prior to the end of said leave. Upon his/her return, the employee shall be placed in the assignment that he/she left excepting cases in which the assignment no longer exists where upon the employee will be placed in a comparable position.
- 20.2** Any leave granted under this article shall be without pay but the employee shall be entitled to seniority as provided in Article 5 of this agreement.
- 20.3** Any employee who is on an authorized unpaid leave of absence shall have the right to continue his/her medical coverage furnished by the Town upon the payment to the Town of at least one (1) month group premium payment in advance and upon monthly payments thereafter. The failure of an employee to make said periodic payments shall cause the medical insurance to be cancelled.
- 20.4** The parties recognize that employees and the Town have rights as provided by federal and state FMLA laws. If an employee receives a leave of absence as set forth in Section 20.1 above, FMLA leave shall run concurrently with said leave.

ARTICLE 21 - UNION BUSINESS

- 21.1** Reasonable leave shall be granted for the conduct of Union Business and shall not be charged to any other type of leave.
- 21.2** The parties agree that Union members shall be granted unpaid leave to attend Union Conventions and Conferences.

ARTICLE 22 - ACCESS OF UNION REPRESENTATIVES

22.1 With prior permission and notification, the Town agrees to allow representatives of the Union to enter the various buildings and areas where employees who are covered by this agreement work, for the purpose of transacting Union business and observing conditions under which employees work provided there is no interruption of work, such permission shall not be arbitrarily withheld.

ARTICLE 23 - UNIFORMS

23.1 The Town shall provide uniforms to all Highway, Recreation, Maintenance, Wastewater Treatment Plant, Dispatch, Animal Control, and Animal Shelter personnel for the duration of the agreement. Employees will be required to wear uniforms. The Town of South Kingstown emblem and/or designation must be visible at all times on all shirts or outer garments while on duty with the Town or on Town premises.

23.2 Uniforms shall only be worn while on the duty with the Town and shall not be worn during off duty periods. Uniforms are the property of the Town and shall be surrendered to the Supervisor when issued new uniforms.

23.3 The Town uniform for full-time employees shall consist of the following:

Garment	Type	Frequency	Highway	Parks	Wastewater	Dispatchers	Animal Control
Jacket	3 Season, Uniform Service	Every Other Year by Sept 1st	1	1	1	-	1
Shirt	Uniform Service	-	11	-	11	6	6
Sweatshirt	Choice of: Crew/ Hooded Pullover/ Hooded Zipper	Every Other Year by Sept 1st	2	-	2	-	-
Tee Shirt	Short Sleeve Crew	Every Year by April 1st	7	11	7	-	-
Pants	Uniform Linen	-	-	-	11	3	3
Pants	Uniform Jeans	-	11	11	-	-	-
Pants	Coveralls	-	Mechanics: 7 Forman: 3	3	3	-	-
Sweater	Long Sleeve	Every Year	-	-	-	-	ACO: 1

Initial issue and replacement as needed based on departmental authorization.

*NOTE: Employees not wearing uniform service garments shall be responsible for cleaning same at their own cost.

23.4 The Town shall provide an annual One Hundred Thirty Five dollar (\$135) maximum reimbursement for bargaining unit members' purchase of shoes or boots. Said reimbursement

shall be made only upon presentation of original receipt of purchase. Said original receipt(s) shall become the property of the Town. Employees may only submit a request for reimbursement once per fiscal year. A request must be submitted on or before May 1st.

- 23.5** The Town shall provide one (1) each short sleeve shirt, long sleeve shirt, pair of pants and jacket to all part time employees required to wear uniforms.
- 23.6** Uniforms are the property of the Town and shall be surrendered to the Department Director or designee when issued new uniforms or equipment, or upon the employee leaving the Town's service.

ARTICLE 24 - LIFE INSURANCE

- 24.1** The Town shall provide each full time employee covered by this agreement with a Twenty Thousand dollar (\$20,000) Term Life Insurance Policy, the premium of which shall be paid in full by the Town.

ARTICLE 25 - PENSION

- 25.1** The Town shall continue to provide all employees covered by this agreement with the Rhode Island Municipal Employees' Retirement Plan, subject to the requirements of the plan. Effective January 1, 2001, the Town will implement Plan B, COLA under the Retirement Plan, and subject to the Rhode Island Retirement Security Act of 2011 settlement as approved in the 2015 session of the Rhode Island General Assembly and any amendments enacted from time to time by the Rhode Island General Assembly.

ARTICLE 26 - MILITARY SERVICE

- 26.1** The provisions of the Federal Laws or any amendments thereto, while in effect, will govern the re-employment of ex-servicepersons.
- 26.2** The Town agrees that when an employee is absent due to annual reserve military training of two (2) weeks, he or she shall receive the difference between his or her straight time hourly rate and the pay which he or she receives for his or her military service.

ARTICLE 27 - PHYSICAL EXAMS

- 27.1** The Town agrees that any and all costs incurred as a result of the Town requiring employees covered by the Recognition Article of this agreement to undergo physical examinations and medical tests of any kind, including, but not limited to, X-rays, blood tests, and any time spent fulfilling said requirement, shall be paid for in full by the Town, except those incurred as a direct result of the Town exercising its option of requiring a physician's certificate under Article 16 of this agreement.

ARTICLE 28 - PERSONNEL FILES

- 28.1** Each employee covered by this agreement shall be allowed to examine his or her own personnel file and copies of any material shall be furnished to employee upon request and payment. Any employee shall have the right to make written comments relative to any document in his or her personnel file if said employee believes information therein is incorrect or inaccurate.

ARTICLE 29 - BULLETIN BOARDS

- 29.1** The Town shall permit the Union to use bulletin boards. All notices posted hereon must first be approved by a representative of the Town.

ARTICLE 30 - WASH-UP TIME

- 30.1** The Town agrees to continue the present practice of allowing five (5) minutes before lunch and fifteen (15) minutes before the end of the work day as Wash-Up Time, which shall be with pay. The fifteen (15) minutes at the end of the work day shall be used to refuel vehicles, return tools and equipment, and wash up. This provision shall apply to the Highway Division, Parks and Recreation Division, Wastewater Treatment Plant, recycling center employees, employees of the Animal Shelter where wash-up facilities exist, and animal control officers.

ARTICLE 31 - STORM MANAGEMENT

- 31.1** All vehicles used for storm management, regardless of size, shall have one (1) employee. However, at the discretion of the Town, two (2) employees may be assigned to one or more of these vehicles.
- 31.2** Whenever there is a call-out for snow plowing and sanding operations, members of the Highway and Parks and Recreation Divisions and employees with established routes will be called first. If additional employees are needed qualified bargaining unit employees will be called in the order of their primary seniority on a rotating basis. The Town may call out non-bargaining unit employees only after all qualified bargaining unit employees have been offered the work. Primary seniority will be used to fill vacant or new routes.
- 31.3** Part time qualified employees shall be called after Wastewater Division and before non-bargaining unit employees. The Town may call out non-bargaining unit drivers for overtime assignments only after all qualified bargaining unit members of the Highway, Recreation, Wastewater, Animal Control and Animal Shelter Divisions have been called out.
- 31.4** Accidents which occur during storm management shall be investigated by a South Kingstown or Narragansett Police Officer, based upon the town in which the incident occurred.

ARTICLE 32 - RESIGNATION

- 32.1** Any employee covered by this agreement who voluntarily resigns his or her position with the Town shall be required to give two (2) weeks notice to the Town of said intention to resign. For the purpose of this article, two (2) weeks shall be defined as fourteen (14) calendar days. In the next regular payroll following resignation, said employee shall receive a check covering all hours worked, including hours worked on the last day of employment, provided, all Town owned equipment, materials, and supplies have been returned to the Town by the employee. In addition, said employee shall receive all accrued unused vacation leave pay, up to a maximum of thirty (30) days.

ARTICLE 33 - LAYOFF AND RECALL

- 33.1** Whenever layoffs become necessary, employees shall be laid off on the basis of their division seniority as defined in Section 5.1 of this agreement and those with the least seniority shall be laid off first, insofar as job classification permits. A permanent employee shall be entitled to two (2) weeks notice before layoff. Whenever it becomes necessary to increase the working forces, laid off employees shall be recalled in the inverse order of their layoff before any new help is hired, provided they are deemed qualified for the vacancy. Seniority shall be cumulative during the periods of layoff up to a maximum of three (3) years.
- 33.2** Employees subject to recall shall be notified by the Town by certified mail, return receipt requested. (Such certified letter shall be mailed to the employee's last known address.) A copy of such recall letter shall be given to the Local Union. The employees shall have seven (7) calendar days subsequent to the date of signature of the return receipt in which to notify the Employer that they will return to work.

ARTICLE 34 - JOB DESCRIPTIONS, TITLES AND CLASSIFICATIONS

- 34.1** Each position in the bargaining unit covered by this agreement has a Job Description, Title and Classification. These Job Descriptions, Titles and Classifications shall be appended to this agreement.
- 34.2** If a bargaining unit member is required to perform the duties of a classification higher than his/her normal job class for more than one (1) consecutive work day, he/she will be paid at the top step of the higher pay grade for the time the employee worked out of classification. On each separate occasion that a member works in such higher classification, the one (1) day period must be fulfilled before the higher pay rate becomes effective. To be compensated at the higher classification rate, authorization must be granted in writing by an employee's supervisor or Department Director in advance of serving in the higher classified position.

ARTICLE 35 - CIVIC DUTIES

- 35.1** All employees entitled to vote at National, State, Municipal or Special Elections shall, when necessary, be allowed sufficient time off with pay to exercise this right.

ARTICLE 36 - VOLUNTEER FIRE SERVICES

- 36.1** Any employee covered by this agreement who is an active volunteer firefighter within the Town of South Kingstown shall be allowed to respond to structure fires without loss of pay. All employees must return immediately to Town service once their help is no longer necessary. Said decision will rest with the Fire Chief.
- 36.2** Employees will only be allowed to respond to other types of fires if these occur within a reasonable distance from the employee's work site.
- 36.3** Employees must receive approval from the Department or Division Head prior to leaving the work site to respond to a structure, auto, or brush fire. Employees may not use a Town vehicle to respond to a fire call.

ARTICLE 37 - DISCIPLINARY ACTION

- 37.1** No employee who has completed his or her probationary period shall be disciplined without just cause. Any disciplinary action taken against any employee covered by this agreement shall be reported to the Union President or his or her designee in writing within twenty-four (24) hours of such action.
- 37.2** Written warnings shall remain in an employee's personnel file for the duration of his or her employment but shall not be used against said employee in further disciplinary proceedings after a period of fifteen (15) months from their issue.

ARTICLE 38 - SEVERABILITY

- 38.1** If any article or section 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.
- 38.2** In the event that any article or any section of any article or any supplements to this agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, the Union and the Town shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendment(s) by either party for the purpose of arriving at a replacement for that part affected. There shall be no limitation of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within thirty (30) calendar days after receipt of said written notice, either party may request the matter be referred to arbitration.
- 38.3** This agreement constitutes the entire agreement between the parties and no verbal statement supersedes any of its provisions. It is understood and agreed that all members subject to collective bargaining between the parties have been covered herein and that this agreement may not be re-opened for change in its terms or addition of new subject matter except by mutual agreement.

38.4 It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing.

ARTICLE 39 - NO STRIKE/NO LOCKOUT

39.1 During the term of this agreement, the Union agrees that there shall be no strike, walkouts, sit-ins, slowdowns or other interruptions, suspensions, cessations of work, or any picketing or any interference of any nature of the operation of the government of the Town of South Kingstown by the Union, by any of its members, or at the instance of the Union for any reasons whatsoever or because of any matter or controversy or dispute between the Union or any of its members or employees or between the Union and any of its members or the Town or between the Union or any of its members and others or between the Town and others. Employees who participate in any strike or any of the aforesaid acts may be subject to termination.

39.2 The Town agrees not to lockout employees.

ARTICLE 40 - NEGOTIATION FOR A NEW CONTRACT

40.1 The Town agrees to enter into negotiations with the Union no later than one hundred-twenty (120) days prior to the expiration date of this agreement for the purpose of negotiating a successor agreement.

40.2 In the event a negotiating session scheduled during working hours for any employees covered by this agreement who shall be elected or appointed to a position on the negotiating team for the Union, that employee shall be relieved of duty to attend such meetings without loss of pay.

ARTICLE 41 - WAGES AND LONGEVITY

41.1 Wages and longevity for all employees covered by this agreement shall be as appears in Appendix A.

ARTICLE 42 - PEOPLE DEDUCTIONS

42.1 Upon receipt of a voluntary written individual order therefore, from any of its employees covered by this agreement on forms provided by the Union, the Town will deduct from the pay of such employees those PEOPLE contributions authorized by the employee and forward said deductions to Council 94.

ARTICLE 43 - PART TIME EMPLOYEES

43.1 Part time employees who work a full schedule for thirty (30) days shall accrue vacation and sick leave at the full rate according to the provisions of the articles on vacation and sick leave.

- 43.2 Part time employees (ACO) and animal shelter employees who work the second shift (4-8 pm) shall receive the second shift differential in (Appendix A, Section 3A).
- 43.3 Part time employees who work twenty (20) hours per week or more shall receive the longevity benefits in Appendix A at the rate of fifty percent (50%).
- 43.4 Part time employees are those employees who work a minimum schedule of fifteen (15) hours per week or more.

ARTICLE 44 - PERSONAL LEAVE

44.1 Personal Days

- A. All employees shall receive three (3) paid personal leave days per fiscal year. Employees shall be permitted to use personal days in one (1) hour increments, provided that such one (1) hour increments be used in the first and last two (2) hours of the scheduled workday. Employees shall be required to notify the Town of their intent to take such time by the conclusion of the previous workday. Otherwise, personal time will be charged in no less than one-half (1/2) day increments. Employees are granted one (1) additional personal day on the January 1st following the fifth anniversary of hire.
- B. New employees hired after October 1st will be granted personal leave on a prorated basis during the fiscal year of appointment in accordance with the following schedule:

Hire Date	Personal Days
Oct 1 st – Dec. 31 st	equivalent of 2.25 days
January 1 st – March 31 st	equivalent of 1.5 days
April 1 st – June 30 th	equivalent of 0.75 days

- C. CDL License Renewal: Employees that must possess a Commercial Driver’s License (CDL) in accordance with the Town’s employment requirements shall receive up to an additional three (3) hours of personal leave for the sole purpose of renewing their CDL license. These specific leave hours cannot be used for any other purpose. These additional personal leave hours will be made available to each employee only during the year in which the employee is required to renew their individual CDL license. The hours will be made available at the beginning of the work day in which the employee plans to obtain the renewal. Should the renewal process take less than the three (3) hour timeframe, the employee is required to return to the workplace immediately upon the completion of the renewal process. If the renewal process exceeds the three (3) hour period, the employee must use accumulated leave to address the additional time required.

- 44.2 Part time employees shall be granted three (3) personal days (pro-rata) per fiscal year, which will be granted on July 1st.

ARTICLE 45 - DURATION

44.1 The effective date of this agreement shall be July 1, 2015 to June 30, 2018.

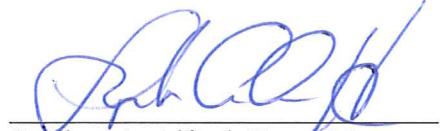
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 13th day of August, 2015.

**FOR R.I. COUNCIL 94,
AFSCME AFL-CIO,
ON BEHALF OF LOCAL 1612**

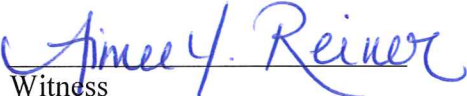
**FOR THE TOWN OF
SOUTH KINGSTOWN, RHODE ISLAND**



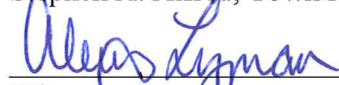
Scott Brown, President



Stephen A. Alfred, Town Manager

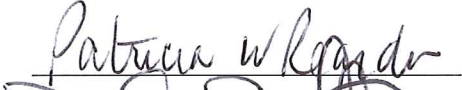



Witness



Witness

NEGOTIATING COMMITTEE:





APPENDIX A - WAGES
SECTION 1A: FY 2015-2016 (2.25% increase)

DESCRIPTION	STEP	HOURLY	BI-WEEKLY	ANNUAL
ANIMAL CONTROL OFFICER	Entry	19.0568	1,524.54	39,638
ANIMAL CONTROL OFFICER	1	20.2740	1,621.92	42,170
ANIMAL SHELTER MGR	Entry	21.1495	1,691.96	43,991
ANIMAL SHELTER MGR	1	22.4995	1,799.96	46,799
ASST ANIMAL SHELTER MGR	Entry	17.8620	1,428.96	37,153
ASST ANIMAL SHELTER MGR	1	19.0024	1,520.19	39,525
AUTO MECHANIC I	Entry	17.9269	1,434.15	37,288
AUTO MECHANIC I	1	19.0716	1,525.73	39,669
AUTO MECHANIC II	Entry	20.6625	1,653.00	42,978
AUTO MECHANIC II	1	21.9818	1,758.54	45,722
CREW FOREMAN	Entry	20.7673	1,661.38	43,196
CREW FOREMAN	1	22.0601	1,764.81	45,885
EQUIPMENT OPERATOR I	Entry	17.8620	1,428.96	37,153
EQUIPMENT OPERATOR I	1	19.0024	1,520.19	39,525
EQUIPMENT OPERATOR II	Entry	19.7581	1,580.65	41,097
EQUIPMENT OPERATOR II	1	21.0198	1,681.58	43,721
EQUIPMENT OPERATOR III	Entry	20.1063	1,608.50	41,821
EQUIPMENT OPERATOR III	1	21.3904	1,711.23	44,492
LAB TECH OPERATOR	Entry	20.5144	1,641.15	42,670
LAB TECH OPERATOR	1	21.8240	1,745.92	45,394
OFFICE CLERK	Entry	19.8467	1,587.73	41,281
OFFICE CLERK	1	21.1249	1,690.00	43,940
PARKS FOREMAN	Entry	22.7433	1,819.46	47,306
PARKS FOREMAN	1	24.0456	1,923.65	50,015
PARKS MAINT TECH	Entry	19.0173	1,521.38	39,556
PARKS MAINT TECH	1	20.1784	1,614.27	41,971
POLICE DISPATCHER	Entry	20.5953	1,647.62	42,838
POLICE DISPATCHER	1	21.9101	1,752.81	45,573
WASTEWATER OPERATOR I	Entry	19.5063	1,560.50	40,573
WASTEWATER OPERATOR I	1	20.7510	1,660.08	43,162
WASTEWATER OPERATOR II	Entry	21.5235	1,721.88	44,769
WASTEWATER OPERATOR II	1	22.8961	1,831.69	47,624
WASTEWATER MECHANIC I	Entry	19.5063	1,560.50	40,573
WASTEWATER MECHANIC I	1	20.7510	1,660.08	43,162
WASTEWATER MECHANIC II	Entry	21.5235	1,721.88	44,769
WASTEWATER MECHANIC II	1	22.8961	1,831.69	47,624
WASTEWATER WORKER	Entry	17.9928	1,439.42	37,425
WASTEWATER WORKER	1	19.1409	1,531.27	39,813

The Entry Step (Step 0) is the rate upon hire. Step 1 is after three (3) months probation.

*The annual figure is the controlling number. Weekly and hourly rates may vary slightly due to rounding.

APPENDIX A - WAGES
SECTION 1B: FY 2016-2017 (2.25% increase)

DESCRIPTION	STEP	HOURLY	BI-WEEKLY	ANNUAL
ANIMAL CONTROL OFFICER	Entry	19.4856	1,558.85	40,530
ANIMAL CONTROL OFFICER	1	20.7303	1,658.42	43,119
ANIMAL SHELTER MGR	Entry	21.6255	1,730.04	44,981
ANIMAL SHELTER MGR	1	23.0058	1,840.46	47,852
ASST ANIMAL SHELTER MGR	Entry	18.2640	1,461.12	37,989
ASST ANIMAL SHELTER MGR	1	19.4298	1,554.38	40,414
AUTO MECHANIC I	Entry	18.3303	1,466.42	38,127
AUTO MECHANIC I	1	19.5010	1,560.08	40,562
AUTO MECHANIC II	Entry	21.1274	1,690.19	43,945
AUTO MECHANIC II	1	22.4765	1,798.12	46,751
CREW FOREMAN	Entry	21.2346	1,698.77	44,168
CREW FOREMAN	1	22.5563	1,804.50	46,917
EQUIPMENT OPERATOR I	Entry	18.5198	1,481.58	38,521
EQUIPMENT OPERATOR I	1	19.6856	1,574.85	40,946
EQUIPMENT OPERATOR II	Entry	20.2029	1,616.23	42,022
EQUIPMENT OPERATOR II	1	21.4928	1,719.42	44,705
EQUIPMENT OPERATOR III	Entry	20.5586	1,644.69	42,762
EQUIPMENT OPERATOR III	1	21.8716	1,749.73	45,493
LAB TECH OPERATOR	Entry	20.9760	1,678.08	43,630
LAB TECH OPERATOR	1	22.3149	1,785.19	46,415
OFFICE CLERK	Entry	20.2933	1,623.46	42,210
OFFICE CLERK	1	21.6005	1,728.04	44,929
PARKS FOREMAN	Entry	23.2548	1,860.38	48,370
PARKS FOREMAN	1	24.5865	1,966.92	51,140
PARKS MAINT TECH	Entry	19.4453	1,555.62	40,446
PARKS MAINT TECH	1	20.6323	1,650.58	42,915
POLICE DISPATCHER	Entry	21.0586	1,684.69	43,802
POLICE DISPATCHER	1	22.4029	1,792.23	46,598
WASTEWATER OPERATOR I	Entry	19.9453	1,595.62	41,486
WASTEWATER OPERATOR I	1	21.2178	1,697.42	44,133
WASTEWATER OPERATOR II	Entry	22.0078	1,760.62	45,776
WASTEWATER OPERATOR II	1	23.4115	1,872.92	48,696
WASTEWATER MECHANIC I	Entry	19.9453	1,595.62	41,486
WASTEWATER MECHANIC I	1	21.2178	1,697.42	44,133
WASTEWATER MECHANIC II	Entry	22.0078	1,760.62	45,776
WASTEWATER MECHANIC II	1	23.4115	1,872.92	48,696
WASTEWATER WORKER	Entry	18.3976	1,471.81	38,267
WASTEWATER WORKER	1	19.5716	1,565.73	40,709

The Entry Step (Step 0) is the rate upon hire. Step 1 is after three (3) months probation.

*The annual figure is the controlling number. Weekly and hourly rates may vary slightly due to rounding.

APPENDIX A - WAGES
SECTION 1C: FY 2017-2018 (2.25% increase)

DESCRIPTION	STEP	HOURLY	BI-WEEKLY	ANNUAL
ANIMAL CONTROL OFFICER	Entry	19.9240	1,593.92	41,442
ANIMAL CONTROL OFFICER	1	21.1966	1,695.73	44,089
ANIMAL SHELTER MGR	Entry	22.1120	1,768.96	45,993
ANIMAL SHELTER MGR	1	23.5235	1,881.88	48,929
ASST ANIMAL SHELTER MGR	Entry	18.6750	1,494.00	38,844
ASST ANIMAL SHELTER MGR	1	19.8669	1,589.35	41,323
AUTO MECHANIC I	Entry	18.7428	1,499.42	38,985
AUTO MECHANIC I	1	19.9399	1,595.19	41,475
AUTO MECHANIC II	Entry	21.6029	1,728.23	44,934
AUTO MECHANIC II	1	22.9823	1,838.58	47,803
CREW FOREMAN	Entry	21.7125	1,737.00	45,162
CREW FOREMAN	1	23.0640	1,845.12	47,973
EQUIPMENT OPERATOR I	Entry	18.9365	1,514.92	39,388
EQUIPMENT OPERATOR I	1	20.1284	1,610.27	41,867
EQUIPMENT OPERATOR II	Entry	20.6573	1,652.58	42,967
EQUIPMENT OPERATOR II	1	21.9765	1,758.12	45,711
EQUIPMENT OPERATOR III	Entry	21.0211	1,681.69	43,724
EQUIPMENT OPERATOR III	1	22.3640	1,789.12	46,517
LAB TECH OPERATOR	Entry	21.4481	1,715.85	44,612
LAB TECH OPERATOR	1	22.8169	1,825.35	47,459
OFFICE CLERK	Entry	20.7500	1,660.00	43,160
OFFICE CLERK	1	22.0865	1,766.92	45,940
PARKS FOREMAN	Entry	23.7779	1,902.23	49,458
PARKS FOREMAN	1	25.1399	2,011.19	52,291
PARKS MAINT TECH	Entry	19.8828	1,590.62	41,356
PARKS MAINT TECH	1	21.0966	1,687.73	43,881
POLICE DISPATCHER	Entry	21.5328	1,722.62	44,788
POLICE DISPATCHER	1	22.9068	1,832.54	47,646
WASTEWATER OPERATOR I	Entry	20.3938	1,631.50	42,419
WASTEWATER OPERATOR I	1	21.6953	1,735.62	45,126
WASTEWATER OPERATOR II	Entry	22.5029	1,800.23	46,806
WASTEWATER OPERATOR II	1	23.9385	1,915.08	49,792
WASTEWATER MECHANIC I	Entry	20.3938	1,631.50	42,419
WASTEWATER MECHANIC I	1	21.6953	1,735.62	45,126
WASTEWATER MECHANIC II	Entry	22.5029	1,800.23	46,806
WASTEWATER MECHANIC II	1	23.9385	1,915.08	49,792
WASTEWATER WORKER	Entry	18.8115	1,504.92	39,128
WASTEWATER WORKER	1	20.0120	1,600.96	41,625

The Entry Step (Step 0) is the rate upon hire. Step 1 is after three (3) months probation.

*The annual figure is the controlling number. Weekly and hourly rates may vary slightly due to rounding.

APPENDIX A - WAGES
SECTION 1D: ADDITIONAL COMPENSATION ADJUSTMENTS

The following adjustments are reflected in Sections 1A, 1B, and 1C of this Appendix.

1. Office Clerk

The Office Clerk position will receive a one-time salary adjustment from \$19.01 per hour to \$20.66 per hour, before the FY 2015-2016 COLA adjustment is applied.

FY2015-2016 (\$1.65) per hour, FY2016-2017 (\$0.00) per hour, FY2017-2018 (\$0.00) per hour

2. Equipment Operator I

The Equipment Operator I position will receive a one-time salary adjustment in the amount of \$0.25 per hour, before the FY 2016-2017 COLA adjustment is applied.

FY2015-2016 (\$0.00) per hour, FY2016-2017 (\$0.25) per hour, FY2017-2018 (\$0.00) per hour

APPENDIX A - WAGES
SECTION 2: PART TIME EMPLOYEE HOURLY WAGES

JULY 1, 2015 – JUNE 30, 2016 (2.25% increase)

Classification	Entry	Step 1
Assistant Animal Control Officer	\$16.66	\$17.73
Kennel Assistant	\$15.20	\$16.18
Police Dispatcher	\$20.60	\$21.91

JULY 1, 2016 – JUNE 30, 2017 (2.25% increase)

Classification	Entry	Step 1
Assistant Animal Control Officer	\$17.03	\$18.13
Kennel Assistant	\$15.54	\$16.54
Police Dispatcher	\$21.06	\$22.40

JULY 1, 2017 – JUNE 30, 2018 (2.25% increase)

Classification	Entry	Step 1
Assistant Animal Control Officer	\$17.41	\$18.54
Kennel Assistant	\$15.89	\$16.91
Police Dispatcher	\$21.53	\$22.90

The Entry Step (Step 0) is the rate upon hire. Step 1 is after three (3) months probation.

*The annual figure is the controlling number. Weekly and hourly rates may vary slightly due to rounding.

APPENDIX A - WAGES
SECTION 3A: LONGEVITY AND SHIFT DIFFERENTIAL

1. Wage rates for all employees covered by this agreement shall be as in this Appendix.
2. Longevity: Employees with four (4) years or more years of service shall receive one (1) lump sum payment by separate check, the first full pay period of July. Longevity payments shall be as follows:

FY 2015-2016	$\$2.35 \times \text{number of years of service} \times 52 = \text{payments}$
FY 2016-2017	$\$2.35 \times \text{number of years of service} \times 52 = \text{payments}$
FY 2017-2018	$\$2.35 \times \text{number of years of service} \times 52 = \text{payments}$

3. Shift Differential

- A. All Police Dispatchers shall be paid a shift differential as follows:

July 1, 2015-June 30, 2018 (\$0.50) for Second Shift
July 1, 2015-June 30, 2018 (\$0.55) for Third Shift

- B. Wastewater Treatment Plant employees who work the second shift shall receive a per-hour shift differential as follows:

July 1, 2015 - June 30, 2018 (\$0.75) per hour

- C. Wastewater Treatment employees who work weekends and holidays will receive a differential as follows:

July 1, 2015 - June 30, 2018 (\$0.25) per hour

APPENDIX B - HEALTHCARE BENEFITS SUMMARY

Please see the following pages for the Blue Cross Blue Shield of Rhode Island (BCBSRI) HealthMate Coast-to-Coast Summary of Benefits and Coverage for the coverage period July 1, 2015 – June 30, 2016. As the Summary of Benefits and Coverage documents for July 1, 2016 – June 30, 2017 and July 1, 2017 – June 30, 2018 become available, the documents will be appended to this agreement.

Summary of Benefits and Coverage: What this Plan Covers & What it Costs



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.BCBSRI.com or by calling 1-800-639-2227 or (401) 459-5000.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u>?	For Out-of-Network providers \$200 for an individual plan / \$600 for a family plan. Doesn't apply to services with a fixed dollar copay and prescription drugs.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the deductible .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 3 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. For In Network providers \$6350 for an individual plan / \$12700 for a family plan. For Out-of-Network providers \$6350 for an individual plan / \$12700 for a family plan.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u>?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 3 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u>?	Yes, this plan uses in-network providers. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of participating providers.	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 3 for how this plan pays different kinds of providers .

Questions: Call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 or visit us at www.BCBSRI.com. If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 to request a copy.



Blue Cross
Blue Shield
of Rhode Island

HealthMate Coast-to-Coast

Coverage Period: 07/01/2015 - 06/30/2016

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: See below Plan Type: PPO

Do I need a referral to see a <u>specialist</u>?	No. You don't need referral to see a specialist.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 7. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 or visit us at www.BCBSRI.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 to request a copy.



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use In Network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay per visit	\$15 copay plus 20% coinsurance after deductible per visit	_____none_____
	Specialist visit	\$20 copay per visit	\$20 copay plus 20% coinsurance after deductible per visit	_____none_____
	Other practitioner office visit	\$20 copay per visit	\$20 copay plus 20% coinsurance after deductible per visit	Chiropractic Services are limited to 12 visits per year
	Preventive care/screening/immunization	No Charge	\$20 copay plus 20% coinsurance after deductible	Member liability for Out-of-Network is based on services received; 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	20% coinsurance after deductible	Preauthorization is recommended for certain services

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance after deductible	Preauthorization is recommended
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.BCBSRI.com .	Tier 1 generally low cost generic drugs	20% coinsurance per prescription (retail/mail-order)	Not covered	No Charge for certain preventive drugs
	Tier 2 generally high cost generic and preferred brand name drugs	20% coinsurance per prescription (retail/mail-order)	Not covered	Preauthorization is required for certain drugs
	Tier 3 non- preferred brand name drugs	20% coinsurance per prescription (retail/mail-order)	Not covered	Preauthorization is required for certain drugs
	Tier 4 specialty prescription drugs	20% coinsurance per prescription (specialty pharmacy only)	50% coinsurance	Infertility drugs: 20% coinsurance; \$75 maximum charge per prescription (except infertility drugs); Preauthorization is required for certain drugs
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance after deductible	Preauthorization is recommended
	Physician/surgeon fees	No Charge	20% coinsurance after deductible	—————none—————
If you need immediate medical attention	Emergency room services	\$75 copay per visit	\$75 copay per visit	Copay waived if admitted
	Emergency medical transportation	\$50 copay per trip	\$50 copay per trip	—————none—————
	Urgent care	\$20 copay per urgent care center visit	\$20 copay plus 20% coinsurance after deductible per urgent care center visit	Applies to the visit only. If additional services are provided additional out of pockets costs would apply based on services received.
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% coinsurance after deductible	45 day limit at an inpatient rehabilitation facility; Preauthorization is recommended

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
	Physician/surgeon fee	No Charge	20% coinsurance after deductible	—————none—————
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$20 copay/office visit No Charge for outpatient services	\$20 copay plus 20% coinsurance after deductible/office visit 20% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services
	Mental/Behavioral health inpatient services	No Charge	20% coinsurance after deductible	Preauthorization is recommended
	Substance use disorder outpatient services	\$20 copay/office visit No Charge for outpatient services	\$20 copay plus 20% coinsurance after deductible/office visit 20% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services
	Substance use disorder inpatient services	No Charge	20% coinsurance after deductible	Preauthorization is recommended
If you are pregnant	Prenatal and postnatal care	No Charge	20% coinsurance after deductible	—————none—————
	Delivery and all inpatient services	No Charge	20% coinsurance after deductible	Preauthorization is recommended

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance after deductible	—————none—————
	Rehabilitation services	20% coinsurance	20% coinsurance after deductible	Includes Physical, Occupational and Speech Therapy. Speech Therapy preauthorization is recommended for all visits.
	Habilitative services	20% coinsurance	20% coinsurance after deductible	Includes Physical, Occupational and Speech Therapy. Speech Therapy preauthorization is recommended for all visits.
	Skilled nursing care	No Charge	20% coinsurance after deductible	Preauthorization is recommended; Custodial Care is not covered
	Durable medical equipment	20% coinsurance	20% coinsurance after deductible	Preauthorization is recommended for certain services.
	Hospice service	No Charge	20% coinsurance after deductible	Preauthorization is recommended
If your child needs dental or eye care	Eye exam	\$20 copay	\$20 copay plus 20% coinsurance after deductible	Limited to one routine eye exam per year.
	Glasses	Not Covered	Not Covered	—————none—————
	Dental check-up	Not Covered	Not Covered	—————none—————

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

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

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic care
- Hearing aids
- Infertility treatment
- Most coverage provided outside the United States. Contact Customer Service for more information.
- Private-duty nursing
- Routine eye care (Adult)

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051. You may also contact your state insurance department at (401) 462-9520 or by email at HealthInsInquiry@ohic.ri.gov, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact your state insurance department at (401) 462-9520 or by email at HealthInsInquiry@ohic.ri.gov, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

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, kwijigo holne' 1-800-639-2227.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$7,490
- Patient pays \$50

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$0
Copays	\$0
Coinsurance	\$20
Limits or exclusions	\$30
Total	\$50

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,460
- Patient pays \$940

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$0
Copays	\$100
Coinsurance	\$800
Limits or exclusions	\$40
Total	\$940

These examples are based on coverage for an individual plan.

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✘ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✘ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 or visit us at www.BCBSRI.com. If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 to request a copy.