

Collective Bargaining Agreement

between

The Town of South Kingstown, RI

and

Local 489, International Brotherhood
of Police Officers



Date

July 1, 2016 – June 30, 2019

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Pursuant to the Public Laws of the State of Rhode Island, 1963, entitled “An Act to Provide for Settlement of Disputes concerning the provisions of Chapter 54 of the Public Laws of the State of Rhode Island Wages and Rates of Pay and other Terms and Conditions of Employment of Employees of Police Departments”, this Agreement is made and entered into this 13th day of July, 2016, by and between the Town of South Kingstown (hereinafter “Town”) and International Brotherhood of Police Officers, Local 489 (hereinafter “IBPO”).

PREAMBLE

Pursuant to the provisions of said Chapter 54 of the Public Laws of Rhode Island, 1963, reference to which has previously been made, the Town recognizes that the full-time police officers of the Town have the statutory right to bargain collectively with the Town and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions and other terms and conditions of employment.

Nothing herein contained shall be construed to limit the right of the Town to regulate, manage and control the Police Department of the Town except as modified by the terms of this contract and except as specifically directed by said Chapter 54 of the Public Laws of Rhode Island, 1963, reference to which has previously been made.

This Agreement is subject to the provisions of said Chapter 54 of the Public Laws of Rhode Island, 1963, wherein the full-time police officers who are subject to its terms shall have no right to engage in any work stoppage, slowdown or strike.

The word “employee” when used in this Agreement shall mean all full-time police officers, from the rank of patrol person up to but not including the rank of chief.

ARTICLE I

ARTICLE I SECTION 1. RECOGNITION

The Town recognizes the IBPO as the exclusive bargaining agent for all full-time police officers from the rank of patrol person up to but not including the rank of chief, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, working conditions and other terms and conditions of employment.

The rights of the Town and employees of the police department shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

ARTICLE I SECTION 2. EMPLOYMENT SECURITY

The Town agrees not to discharge or discriminate in any way against any employee of the police department for membership or legitimate activities in the IBPO.

ARTICLE I SECTION 3. UNION SECURITY AND DUES DEDUCTION

All permanent members of the police department shall have the right to join or refrain from joining Local 489, International Brotherhood of Police Officers. Any employee who chooses not to join Local 489, International Brotherhood of Police Officers, and who is covered by the terms of this Agreement shall, however, be required to pay to Local 489, International Brotherhood of Police Officers, a service charge as a contribution toward the negotiation and administration of the collective bargaining agreement in an amount equal to the membership dues and assessments of said organization.

The treasurer of the IBPO shall certify the amount of membership dues and assessments to the Town Manager. The Town shall thereafter deduct such dues and assessments each month from the salaries of all employees covered by this Agreement and remit this amount to the IBPO treasurer.

It is understood that the Town is not responsible for the application or use of such membership dues and the IBPO agrees to hold harmless and indemnify the Town therefrom. The Town shall not be liable for the misuses of such membership dues.

ARTICLE I SECTION 4. TIME OFF FOR BARGAINING

All employees covered by this Agreement who are officers of the IBPO or who are appointed by the IBPO as members of said Union's Collective Bargaining Negotiation Committee [not to exceed three (3)] shall be allowed time off with pay for official IBPO business in negotiations and/or conference with the Town Administration and without the requirement to make up said time. In no event shall more than three (3) employees be allowed such time off with pay.

Nothing in the foregoing paragraph shall be construed as limiting said Union's Negotiating Committee to three (3) members, but no more than three (3) members shall be allowed time off with pay.

ARTICLE I SECTION 5. TIME OFF FOR IBPO BUSINESS

No more than two (2) employees covered by this Agreement who are members of the Executive Board of the IBPO and are on duty at the time of any meeting shall, with the permission of the Commanding Officer, be allowed time off with pay for all regular monthly meetings of the Executive Board of the IBPO and all regular meetings of the IBPO; such time off shall not exceed four (4) hours per meeting.

Time off under the foregoing provisions shall be with pay and without the requirement to make up said time.

ARTICLE II

ARTICLE II SECTION 1. MANAGEMENT RIGHTS

The Town shall retain the right to issue through the Chief of Police rules and regulations governing the internal conduct of the police department as long as said rules and regulations do not conflict with the terms and conditions of this Agreement and provided that any changes in the department's rules and

regulations from the date of the execution of this Agreement shall be in accordance with the Town Charter.

ARTICLE III

ARTICLE III SECTION 1. SENIORITY

- A. Seniority of employees shall be computed according to continuous service in each rank, except for patrol persons, where seniority shall be computed according to continuous service from the date of the original employment by the Town at the start of said employee's training period; provided, however, as to any employee whose employment is interrupted for active service in the Armed Forces of the United States, such service shall be considered as part of said employee's continuous service; and provided further that such service shall not be considered as continuous service if such employee re-enlists or continues his/her military service after the time of his/her original service period.
- B. In computing seniority, the same shall be based upon the employee's length of employment as a police officer. Prior service with the Town in some other department shall not be considered in determining the employee's seniority within the police department.
- C. In the event that more than one employee has the same seniority or was promoted on the same day, determination of seniority shall be made by the Chief of Police. Such seniority shall then remain in effect while that officer maintains said position or rank.

ARTICLE IV

ARTICLE IV SECTION 1. VACANCIES – PATROL OFFICER'S RANKS

As far as possible, the police department shall continue to anticipate and plan for filling vacancies in the rank of patrol officer as now covered by Ordinance and Department Order.

Mid-year shift changes shall be made within thirty (30) days following the posting of the vacancy pursuant to Article VI, Section 2H. of the collective bargaining agreement.

ARTICLE IV SECTION 2. VACANCIES – OFFICER'S RANKS

As far as possible, the police department shall continue to anticipate and plan for filling vacancies in the officers' ranks as such ranks are or may be established by Town Ordinance. The Town shall make promotions as soon as reasonable after a vacancy occurs.

ARTICLE IV SECTION 3. PROMOTIONS

Promotions to the ranks of Sergeant, Lieutenant, and Captain within the police department shall be made on a competitive basis as prescribed by the regulations of the police department.

ARTICLE V

ARTICLE V SECTION 1. DUTIES

The duties of the members of the police department shall be as set forth by State law, Town ordinances, and the Department rules and regulations, but nothing herein shall be deemed to abrogate the power of the Town Council to vary organizational structure of the police department.

ARTICLE V SECTION 2. DETAIL TO OTHER DEPARTMENTS

The Town agrees that employees of the police department whose duties are as defined in Article V, Section 1 above, shall be detailed to other departments of the Town for the performance of police duties only.

ARTICLE VI

ARTICLE VI SECTION 1. HOURS

The regular work schedule for employees of the police department covered by this Agreement shall consist of four (4) days on and two (2) days off, to be worked in eight (8) hour continuous hours of duty including a one-half (1/2) hour for lunch on each tour of duty.

Except in emergency situations, the hours of an employee's normal tour of duty shall not be changed without his/her receiving at least eight (8) hours advance notice. The provision, however, shall not affect the right of the police department to "call back" as provided elsewhere in this Agreement.

Failure to give such notice shall not excuse an employee from reporting for duty, but such failure shall be construed as a call back subject to all of the provisions of this Agreement dealing with "call back" pay.

ARTICLE VI SECTION 2. SHIFTS

- A. During the term of this Agreement, the Police Department shall maintain five (5) permanent shifts covering each 24-hour period as follows:

First Shift	0700-1500 Hours
Second Shift	1500-2300 Hours
Third Shift	2300-0700 Hours
Fourth Shift	1100-1900 Hours
Fifth Shift	1900-0300 Hours

The fourth shift will be under the direction of the first shift OIC until shift change at 1500 hours, at which time fourth shift will be under the direction of the second shift OIC.

The fifth shift will be under the direction of the second shift OIC until shift change at 2300 hours, at which time fifth shift will be under the direction of the third shift OIC.

Minimum staffing levels per shift shall be as follows:

- 1st and 3rd shifts to include one (1) Lt. and eight (8) patrol slots consisting of either Sgt. or Patrol Officer rank;
- 2nd shift to include one (1) Lt. and nine (9) patrol slots consisting of either Sgt. or Patrol Officer rank;
- If manned, 4th or 5th shift to include two (2) Patrol Officers.

Deployment requirements for the five (5) permanent shifts shall be determined by the Police Chief on an annual basis in accordance with Paragraph C of this Article. Should the fourth shift not be manned, personnel will be assigned to first shift duty. Should the fifth shift not be manned, personnel will be assigned to the second shift. Movement of personnel from or to the fourth or fifth shift shall require a minimum one (1) month notice. A vacancy on the fourth or fifth shift shall be deemed to have occurred only when an officer has bid off the shift.

The Police Chief shall also determine the hours of the regular work schedule (5/2 to 4/2) for each position within the Detective Division and for the Administrative Assistant to the Police Chief in accordance with Paragraph B of this Article.

Officers permanently assigned to a 5/2 schedule shall receive ten (10) days additional pay (equivalent to eighty [80] hours) and seven (7) additional days of paid leave time off (equivalent to fifty-six [56] hours) annually.

Payments for the additional ten (10) days shall be paid in the first pay period in December. Officers assigned to a 5/2 schedule after July 1st shall receive compensation on a prorated basis. Officers assigned to a 5/2 schedule after the first pay period in December shall receive said compensation in the second pay period following permanent assignment. In the event an officer shall terminate his/her employment or accept reassignment to a 4/2 schedule prior to June 30th, then the officer shall be responsible to reimburse the Town the prorated portion.

Paid leave time shall be credited on July 1st in the amount of seven (7) days. Said leave time is subject to the same conditions as the ten (10) days additional pay, presented in Paragraph A above. Said additional leave days must be used by June 30 annually.

- 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. Upon the execution of this Agreement, and yearly thereafter, thirty (30) days prior to June 1, the Town shall post a copy of the official seniority list in the roll call room.
- D. All employees 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 according to Article III, Section 1, above.

- F. All officers prior to their first 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 one-year period, such officers shall be placed on shifts according to the bid system that is in effect. The Chief will give at least one (1) week notice prior to changing the shift of a probationary officer. Probationary officers shall be defined as an entry-level patrol officer.
- G. Should any conflict arise during the bidding process, it shall be resolved on the basis of seniority according to Article III, Section 1, above.
- H. All yearly bids shall be binding on the officer for the contract year, except in those situations where vacancies in other shifts arise and require filling. In this situation, the following system shall be instituted:
 - (1) All vacancies shall be posted for four (4) days.
 - (2) Notifications of such openings shall be mailed by registered mail to all off-duty officers who may be on extended vacation or absent for any reason when said officers have provided the Chief of Police with their names and mailing addresses in order to be so notified. Officers interested in the vacancy will submit in writing their application for said vacancy to the Chief of Police.
- I. A senior officer whose bid has been accepted may reject the position or benefit at his/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 Agreement shall be construed as to limit, interfere with, or otherwise challenge the management right of the Town through the Public Safety Director and/or the Chief of Police by means of any police department memorandum, standing order, or change in the 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 police department.

ARTICLE VI SECTION 3. OVERTIME

All employees covered by this Agreement who are required to perform police duties (except time spent in collective bargaining and voluntary search and rescue missions) in excess of their normal work schedule, as agreed to by the parties, shall be paid at the rate of time and one-half (1 ½) their regular hourly rate of pay or at their option shall receive compensatory leave at the overtime rate.

For each hour or part of an hour worked, overtime and compensatory time shall be earned in fifteen (15) minute increments.

All school trained Field Training Officers (FTOs) shall be compensated one (1) hour of straight compensatory leave pay for every shift worked in the capacity of an FTO teaching, assisting, and counseling a department designated Officer in Training.

With respect to required or mandated training, all employees involved shall be compensated for a minimum of four (4) hours at the overtime rate of time and one half (1 ½). If said training exceeds four (4) hours, overtime shall be earned in fifteen (15) minute increments.

The IBPO recognizes the value and benefit as well as the cost of elective training for department members. The IBPO further recognizes the need for all department members to participate in voluntary, sanctioned departmental training including seminars and other professional development. In order for the department to continue its proactive training schedule, it is agreed that members will receive compensatory time in lieu of pay on a straight time, hour for hour basis, rounded to the next fifteen (15) minute increment, when participating in elective training sanctioned by the Chief. Straight compensatory leave pay shall also apply to honor guard service.

No more than two (2) officers will be allowed off at any given time unless approved by the Chief. Compensatory time taken will not create overtime, and no more than three (3) officers will be allowed off at any given time unless approved by the Chief.

Bargaining unit members may accumulate a maximum of ten (10) days of compensatory time. Any unused comp leave balance as of June 30th of the fiscal year may not be carried forward to the next fiscal year. Employees will be paid for unused compensatory time at the end of the fiscal year and for available comp leave at the time of retirement, disability, or other termination from service. Notwithstanding the foregoing, comp time earned after June 1 may be carried through August 15.

ARTICLE VI SECTION 4. CALL BACK PAY

All employees covered by this Agreement who are called back to duty shall be compensated for at least four (4) hours at the rate of time and one-half (1 ½) as established by Article XII, Section 2 hereof. If said Call Back exceeds four (4) hours, overtime shall be earned in fifteen (15) minute increments.

ARTICLE VI SECTION 5. SUBSTITUTIONS

- A. It is agreed that any employee covered by this Agreement who wishes to change his/her days off may either ask his/her superior in charge to change his/her days off, or he/she shall have the right to substitute with an employee of equal rank on his/her relief with the permission of his/her commanding officer, provided that a notice of not less than twenty-four (24) hours is given to the commanding officer.
- B. All employees covered by this Agreement shall be permitted to substitute with employees of equal rank on their platoon concerning vacations; provided that the employee seeking a substitution secures the permission of the Chief of the Department at least one (1) week in advance of said substitution.

ARTICLE VI SECTION 6. STAFFING

- A five-person minimum staff per shift for all shifts Sunday at 0700 hours through Thursday shift ending at 1500 hours.
- A six-person minimum staff per shift for all shifts between Thursday at 1500 hours through shift ending Sunday at 0700 hours.

- Officers-in-training shall not be included in minimum staffing determination for the first seven (7) weeks of the department's fourteen (14) week Field Training Officer (FTO) program.

ARTICLE VI SECTION 7. OIC FILL-INS

When a shift supervisor takes time off, the slot will not be filled by another supervisor unless there is no supervisor scheduled to work on the shift where the vacancy occurs. Whenever a senior patrol person is assigned as a temporary officer in charge, either on a full or partial shift, or as short term or long term assignment, he/she will be paid at a sergeant's rate of pay for the duration of the assignment. If the sergeant's rate of pay is lower than the senior officer's current rate of pay, then the officer shall be paid at the lieutenant's rate of pay for that shift.

ARTICLE VII

ARTICLE VII SECTION 1. VACATIONS

- A. Vacation leave shall be allowed and considered earned by the employee who had completed the following number of years of service with the Town with pay in accordance with the following schedule:

Years of Service*	Accrual Rate Per Pay Period	Year Accumulation
0 to 4 years	4.0000 hrs	13 days
5 to 9 years	4.9230 hrs	16 days
10 to 14 years	6.4615 hrs	21 days
15 years or more	7.6923 hrs	25 days

*the anniversary date of appointment shall be used to determine years of service for all employees with more than five (5) years of service; for employees with less than five (5) years of service, years of service shall be determined based on the number of full years served as of July 1.

- B. Any employee who leaves the employ of the Town having to his/her credit unused vacation leave shall be compensated for unused accruals at the then current hourly rate of pay, being defined as the employee's annual salary, including longevity, divided by one thousand nine hundred forty-six and four tenths (1,946.4). The foregoing shall not apply to any employee who leaves the employ of the Town during his/her first year of employment.
- C. Vacation leave shall be granted as above provided and the employee shall be encouraged to take his/her full vacation time during the contract year in which it is accumulated. In the event an employee has not used his/her full accumulated vacation leave, any unused portion shall be carried forward; provided, however, that said accumulation shall not exceed thirty (30) working days. In any instance where an accumulation of unused vacation leave would exceed thirty (30) working days and the employee has taken at least sixteen (16) vacation days during the contract year, such employee will be paid for the accumulated days in excess of thirty (30) at his/her daily rate of pay in the second pay check of July following the end of the contract year. Daily

rate of pay is to be the daily rate applicable in the contract year immediately preceding the date of payment. If an employee has not taken at least sixteen (16) days of vacation, the accumulated days in excess of thirty (30) shall be converted to Sick Leave.

- D. No vacation leave shall be granted for a period exceeding twenty (20) consecutive full working days at any one time without the consent of the Chief of the police department and provided further that the scheduling of such vacation does not conflict with the needs of the police department.
- E. Employees shall be notified no less than twice a year of the amount of his/her vacation entitlement and of his/her sick leave entitlement under the provisions of Article IX hereof.
- F. Vacation leaves may be scheduled and may be taken at any time during the entire calendar year with permission of the Chief of Police.

ARTICLE VII SECTION 2. SENIORITY

Vacations shall be granted by bureaus according to rank and then according to seniority in the department.

ARTICLE VII SECTION 3. PAID HOLIDAYS

The following holidays shall be paid holidays for all employees of the police department:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Day After Thanksgiving
2 nd Monday in August	Christmas Day

Any declared National or State Holiday for unusual events given to other employees of the Town.

All employees shall have the option to either take an additional day off for any of the foregoing named holidays, whether worked or not, or be paid as hereinafter set forth.

In exercising the foregoing option, each employee qualifying to elect the option shall, in writing, by March 1 of each year notify the Chief of the Department of his/her election to either take additional days off for the foregoing holidays or to be paid for the same. No employee shall be entitled to elect time off for some days and pay for other days, but rather such election shall be either to have additional time off for all of the foregoing holidays or receive an additional day's pay as defined above for each of the foregoing holidays.

In the event an employee elects to take additional days off for the foregoing holidays, the days off shall be agreed upon between the employee and the Chief of the Police Department. In the event an employee elects to receive an extra day's pay for the foregoing holidays, the same shall be paid to the employee at the end of the pay period during which said holiday occurs.

Unused holidays may be converted to vacation leave on the last day of the fiscal year for the purposes of carrying forward this leave time as long as the maximum accrual of the employee's vacation leave does not exceed thirty (30) days. In the case where this would occur, the employee will receive compensation for all days in excess of the 30-day maximum accrual during the last pay period of the fiscal year.

ARTICLE VIII

ARTICLE VIII SECTION 1. CLOTHING ALLOWANCE

All permanent members of the police department covered by this Agreement shall receive a complete initial issue and receive full replacement of all uniforms and equipment, including footwear, overshoes, insulated boots and gloves, based on need, with the approval of the Chief of the Department or his/her representative.

All employees in the Detective Division and all officers authorized by the Police Chief to wear civilian business attire "plain clothes" for their normal duty assignment shall receive a clothing allowance of Eight Hundred Dollars (\$800.00) per contract year. The Town will continue to provide the same clothing allowance to the existing Administrative Captain and Prosecution Officer as long as they remain in their current position. Payment of the clothing allowance shall be paid in the first pay period in December. Employees assigned to eligible positions after July 1st shall receive the allowance on a prorated basis. Employees assigned to eligible positions after the first pay period in December shall receive said allowance in the second pay period following permanent assignment.

In the event an officer shall terminate his/her employment, or accept a position ineligible for the allowance prior to June 30th, then the officer shall be responsible to reimburse the Town the prorated portion.

An officer who is permanently transferred mid-year to a "plain clothes" assignment will receive a clothing allowance on a prorated basis.

In the case of a temporary "plain clothes" assignment lasting in duration for at least six (6) consecutive months, the Police Chief shall have the discretion to grant the employee with a clothing allowance in accordance with the same provisions of a mid-year permanent transfer on a prorated basis.

ARTICLE VIII SECTION 2. CLEANING EXPENSES

The Town will provide cleaning for all uniformed members of the department based on the following schedule for departmental issued clothing:

- 5 shirts per week
- 1 pair trousers per week
- 1 blouse per week for 16 weeks
- 1 reefer with liner every 2 weeks for 8 weeks
- 1 blue jacket 16 times per year

The Town will provide cleaning for all members of the department required to wear civilian clothing in the performance of their duty based on the following schedule:

- 5 shirts per week
- 1 pair trousers per week
- 1 suit jacket or sport coat per week
- 1 overcoat, top-coat, or raincoat once a month for 5 months

ARTICLE VIII SECTION 3. WEAPONS QUALIFICATIONS

The Town shall provide for all members of the department to qualify with their weapons on a basis of every six (6) months.

ARTICLE IX

ARTICLE IX SECTION 1. SICK LEAVE

Sick leave shall be earned in accordance with the following schedule:

Accrual Rate Per Pay Period	Annual Accumulation Hrs	Annual Accumulation Days
4.6154 hrs	120 hrs	15 days

All employees shall be allowed to accumulate unused sick leave time up to a maximum of two hundred (200) days. The Town further agrees to buy back any unused sick days over the accumulated two hundred (200) days that an employee has on the books on June 30 of the fiscal year. Payment shall be made at the rate of seventy-five (75) percent of the employee’s daily rate of pay as of June 30 (as defined in Section 4 of this article) and shall be paid in a lump sum no later than the second pay day thereafter.

Sick leave must be used in one-half (½) day increments. However, in instances where an employee requires the use of sick leave after working a part of a regular shift, he/she shall be charged in minimum one-hour increments for actual hours used. The OIC shall have discretion to fill for the vacancy. If the vacancy created is less than four (4) hours, any officer called voluntarily to duty shall be paid only for actual hours worked.

ARTICLE IX SECTION 2. REASONS FOR SICK, BEREAVEMENT, AND PERSONAL LEAVE

A. Sick leave for members of the Police Department shall be granted for the following defined reasons:

- (1) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his/her present position.

- (2) Enforced quarantine when established and declared by the Department of Health and other competent authority for the period of such quarantine only.
- (3) The Chief of the Police Department 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/her last prior absence for sickness that such evidence might be required for any future sick leave request.
- (4) Attendance upon members of the family within the household of the employee whose illness requires the care of such employee, provided that no more than seven (7) working days, with pay, shall be granted to the employee for this purpose in any one (1) quarter nor more than fifteen (15) working days in any one (1) fiscal year.

B. The following leaves shall be granted, but shall not be deducted from sick leave:

- (1) Bereavement Leave: Death of a mother, father, spouse, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, other member of the immediate household, or any other immediate family member as approved by the Chief of Police, provided that in such cases the leave shall not extend more than one (1) day beyond the date of burial of said deceased person, and provided further that in the case of employees of the Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.
- (2) Personal Leave: Each employee shall be entitled during each contract year to have off two (2) working days for personal purposes without any need of explanation on his/her part, provided that he/she has notified the Chief of the Police Department at least twenty-four (24) hours in advance of the commencement of this time off. Personal leave shall be granted in four (4) hour increments.

ARTICLE IX SECTION 3. PREGNANCY DISABILITY

An officer physically disabled from performing her normal job responsibilities as a result of pregnancy shall be treated in the same manner as an officer physically disabled from performing his/her normal job responsibilities due to other personal illness or physical incapacity, including the right to leave without pay after the exhaustion of sick leave if still disabled without loss of seniority.

ARTICLE IX SECTION 4. SICK LEAVE ACCRUAL PAYMENT UPON RETIREMENT

At the time of an employee's retirement from the South Kingstown Police Department, he/she shall be entitled to receive in a lump sum, seventy-five percent (75%) of his/her accrued unused sick leave. Any employee forced to retire due to permanent disability, health reasons or other honorable reasons, shall be entitled to receive in a lump sum one hundred percent (100%) of his/her accrued unused sick leave.

In determining the amount to be paid, the number of unused accumulative days of sick leave shall be multiplied by the employee's then current hourly rate of pay, which shall be defined as the employee's annual salary, including longevity, divided by one thousand nine hundred forty-six and four tenths (1,946.4).

ARTICLE IX SECTION 5. OFFICER IN NEED

Any employee covered by this agreement who is in need and who has not previously abused his/her sick leave and has exhausted all paid leave may be eligible to receive donated sick leave from fellow officers. The IBPO shall appoint a two-person committee to collectively assist and aid the Town Manager in making decisions regarding the use of donated sick leave, provided, however, that the Town Manager's decision shall be final. Employees who receive said donated sick leave shall not be required to reimburse employees who make said donations or to pay back the Town.

ARTICLE IX SECTION 6. SICK LEAVE INCENTIVE

Employees who do not discharge any sick leave during the previous calendar quarter shall receive one-half (½) day of administrative leave (no cash value). Calendar quarters are defined as July 1 – September 30, October 1 – December 31, January 1 – March 31, and April 1 – June 30 of each year. Leave will be credited to the employee's accrual record the second pay period of the month following the end of the calendar quarter.

ARTICLE IX SECTION 7. FAMILY MEDICAL LEAVE ACT

The parties recognize that employees and the Town have rights as provided by federal and state FMLA laws, as they may be amended from time to time. If an employee is granted a leave as set forth in this article where FMLA applies, FMLA leave shall run concurrently with said leave.

ARTICLE X

ARTICLE X SECTION 1. INJURIES

Members of the police department who are injured in the line of duty shall receive full salary while their incapacity exists or until they are placed on disability retirement. All injuries and recurrence of injuries shall be reported as required by the Department regulations.

The Town agrees that an employee will be considered as injured in the line of duty if such injury occurs any time while such employee is actually performing police work for and on behalf of the Town, even though said employee may not actually be on his/her regular tour of duty.

The Town further agrees to provide reimbursement for articles of personal property lost or damaged by individual members of the department through no negligence on their part while in the performance of their duty.

The Town further agrees that once an employee reports for work, he/she is actually on duty and shall be covered under this section for any injuries sustained until his/her tour of duty is completed.

ARTICLE X SECTION 2. MEDICAL CARE FOR INJURIES

Medical for those injured in the line of duty shall be as follows:

- A. Those employees covered by this Agreement injured in the line of duty whose condition requires hospitalization shall have the right to select their own hospital and their own physician or chiropractic physician. The choice shall be made by the injured person or if his/her condition prevents him/her from making his/her choice, by the officer in charge. The employee shall at all times have the right to change physician or chiropractic physician. If the injured employee requires hospitalization and medical treatment outside the State of Rhode Island, he/she shall first secure the permission of the Chief of the Department for same, which permission shall not be unreasonably withheld.
- B. In other cases involving injuries in the line of duty which do not require hospitalization, the injured individual shall have the right to be treated by a physician of his/her own choice; provided, however that written notice of such choice is given by the employee to the physician engaged by the Chief of Police.
- C. When a member has suffered a minor injury in the line of duty which does not require the care of a physician, a written report on the injury and treatment shall be made by the employee involved to the Chief of the Department in accordance with regulations.
- D. When a member has suffered an injury in the line of duty and subsequently claims a recurrence of that injury, he/she shall then be examined by the physician engaged by the Chief of Police.

If the physician engaged by the Chief of Police finds that the present condition is not related to the previous injury, the member shall then be entitled to be examined by the physician who attended him/her for the original injury. If the opinion of the member's private physician is in conflict with that of the physician engaged by the Chief of Police as to whether or not the member's condition is a recurrence of a previous injury in the line of duty, then a third physician mutually agreeable to the physician engaged by the Chief of Police and the member's physician shall examine said member, and the opinion of the physician so selected shall be conclusive on the parties. If it is finally determined that said injury is a recurrence of a previous injury in the line of duty, the Police Department shall be responsible for payment of the member's medical expenses.

The opinions of all physicians and surgeons involved shall be in writing and shall be delivered to the Chief of the Department with a copy thereof to the employee involved.

ARTICLE X SECTION 3. MEDICAL EXPENSES FOR INJURIES OR ILLNESS IN THE LINE OF DUTY

The Town agrees to pay for all expenses as set forth in Section 45-19-1, R.I.G.L., 1956, as amended, and further agrees that the time lost by said employee as the result of any injury received or sickness contracted in the performance of said employee's duty shall not be deducted from said employee's sick leave provided for in ARTICLE IX.

ARTICLE X SECTION 4. MEDICAL EXPENSES FOR EMPLOYEE'S FAMILY

Subject to the approval of the Chief of the Department, the Town agrees to pay all expenses for inoculation or immunization shots for members of an employee's family residing in his/her household

when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee had been exposed to said disease in the line of duty.

ARTICLE X SECTION 5. LIFE INSURANCE

The Town shall provide life insurance upon the life of each member of the Department in the amount of Fifty Thousand Dollars (\$50,000.00) and Accidental Death/Dismemberment coverage in the amount of Fifty Thousand Dollars (\$50,000.00).

ARTICLE X SECTION 6. SOCIAL SECURITY

The Town shall continue to provide F.I.C.A. contributions for all members of the Department to include any new rate increase.

ARTICLE X SECTION 7. SURVIVOR BENEFITS

- A. Upon the death of an employee covered under this Agreement, the Town will pay to the widow/widower all accrued vacation time, sick leave, and compensatory time owed to the employee.
- B. The Town will further provide medical insurance to the widow/widower of an employee killed in the line of duty. Said medical insurance shall continue for a period of up to ten (10) years following the death of the employee or until such time that the widow/widower becomes Medicare eligible. Said coverage shall be the same coverage available to active members of the Department. Notwithstanding the foregoing, the Town may cease coverage if the widow/widower remarries during said coverage period.

ARTICLE X SECTION 8. DISABILITY RETIREMENT

Any member of the bargaining unit receiving injured on duty pay pursuant to RIGL § 45-19-1 shall within eighteen (18) months of the date of injury either return to duty or shall make application to the Rhode Island State Retirement Board for an accidental disability retirement. The Town shall provide written notice of same to the member fifteen (15) months from the date of injury, or may in its discretion make said application to the Retirement Board on behalf of the member.

ARTICLE XI

[RESERVED FOR FUTURE USE]

ARTICLE XII

ARTICLE XII SECTION 1. SALARIES

Salaries for employees covered by this Agreement commencing July 1, 2016 shall be in accordance with Appendix A attached hereto and made a part hereof.

Any employee, including employees in the Detective Division, who is required to be on stand-by shall be compensated therefore at the rate of time and one-half (1 ½) per hour; provided however, that in those instances where the Town provides an officer with an electronic paging device, it shall be excused from any payment.

A patrol officer shall receive the entry (probationary) rate of pay until he/she completes a probationary period of not less than one (1) year and is appointed to permanent status with the Department. The first step salary increase shall be made at the time a patrol officer becomes a permanent member. Each succeeding step increase shall be made on the anniversary date of the hire.

ARTICLE XII SECTION 2. OVERTIME COMPENSATION

All compensation for time and one-half (1 ½) covered by this Agreement shall be determined on the basis of combining all longevity payments to the base salary set forth in Section 1 above.

ARTICLE XII SECTION 3. LONGEVITY SCHEDULE

Years of Service	Effective July 1, 2010	Effective July 1, 2011	Effective July 1, 2016
Five (5) years of service but less than ten (10) years*	3.5 percent	4 percent	4 percent
Ten (10) years of service but less than fifteen (15) years*	5.5 percent	6 percent	6 percent
Fifteen (15) years of service but less than 20 years*	7.5 percent	8 percent	8 percent
Twenty (20) years of service but less than 25 years*	9.5 percent	10 percent	10 percent
Twenty-Five (25) years of service or more*	9.5 percent	10 percent	11 percent

*The anniversary date of appointment shall be used to determine years of service for purposes of this section.

ARTICLE XIII

ARTICLE XIII SECTION 1. GRIEVANCE PROCEDURE

Alleged grievances of members of the Police Department in respect to wages, rates of pay, working conditions or other terms or conditions of employment set forth in this Agreement and which arise under this Agreement or in connection with the interpretation thereof shall be handled in accordance with the following procedure:

- A. An individual having a grievance shall present his/her grievance to his/her shift commander within five (5) calendar days of the occurrence of the alleged grievance, or the employee’s knowledge of the occurrence of the alleged grievance. Said shift commander shall answer said grievance within ten (10) calendar days of receipt thereof. Every effort shall be made to resolve

the grievance on this level before resorting to any further formal grievance procedures. If the grievant is not satisfied with the decision of his/her shift commander, he/she shall refer the grievance to the Executive Board of the IBPO within five (5) calendar days.

- B. The Executive Board of the IBPO shall within five (5) calendar days of receipt of said grievance arrange for the individual to present his/her alleged grievance at a meeting of the Executive Board. It shall be the responsibility of the Executive Board to determine the justification of the alleged grievance. If in the judgment of the Executive Board the nature of the alleged grievance justifies further action, it shall, through the President and Vice President of the IBPO, present the grievance in writing to the Chief of the Police Department within five (5) calendar days of said meeting.
- C. The Chief of the Police Department or his/her delegate shall meet with the President or Vice President of the IBPO within five (5) calendar days of receipt of a request from said Officer of the IBPO. If either party feels it is necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Chief of the Police Department and the President or Vice President of the IBPO for the purpose of testifying on the grievance. Within five (5) calendar days (unless otherwise agreed upon) of the first meeting between the Chief of the Police Department and the President or Vice President of the IBPO, the Chief shall render his/her decision in writing, a copy of the same to be delivered to the President or Vice President of the IBPO.
- D. If the decision of the Chief of the Police Department is not acceptable to the IBPO, the grievance shall be referred to the Town Manager within five (5) calendar days of receipt of said decision. The Town Manager shall meet the President or Vice President of the IBPO within five (5) calendar days of receipt of a written request from said officer of the IBPO. If either party feels it necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Town Manager and the President or Vice President of the IBPO for the purpose of testifying on the grievance. Within five (5) calendar days (unless otherwise agreed upon) of the first meeting between the Town Manager and the President or Vice President of the IBPO, the Town Manager shall render his/her decision in writing, a copy of the same to be delivered to the President or Vice President of the IBPO.
- E. If the decision of the Town Manager is not acceptable to the IBPO, the Town Manager will be notified within five (5) calendar days. A committee shall be created for the purpose of meeting and arriving at a final resolution of the problem. This Committee shall be composed in the following manner:
 - The Chief of the Police Department or some person designated by him/her as his/her representative;
 - The President of the IBPO or a member of that organization so designated by the President of the IBPO;
 - A third disinterested member who shall be agreed upon by the first two members.
 - If agreement cannot be reached on the third member within five (5) calendar days of the decision to follow this procedure, the IBPO may request the assignment of an arbitrator by the American Arbitration Association.

The decision rendered by this committee shall be submitted to the Town Manager and shall be binding in nature as to all matters. Fees and necessary expenses of the neutral member shall be borne equally by the parties.

- F. In addition to the foregoing grievance procedure, the IBPO shall have the right to bring a grievance on behalf of any employee covered by this Agreement or on its own behalf; provided, however, that said grievance shall be approved by and signed by at least sixty percent (60%) of the employees covered by this Agreement.

In any case where the grievance is brought by the IBPO as above provided, it shall be presented to the Chief of the Police Department under Paragraph C above, and the grievance shall then be processed thereafter in accordance with the provisions of Paragraphs D and E above.

- G. At any step in the grievance procedure if the management party charged with making a decision has not made the same within the specified time, the grievance shall be advanced to the next step in the grievance procedure.

ARTICLE XIV

ARTICLE XIV SECTION 1. MEDICAL & DENTAL COVERAGE

- A. Employee medical and dental coverage is as follows:

- (1) All employees covered by this agreement shall be covered by HealthMate Coast-to-Coast, or equivalent, family or individual health plan, as appropriate, with prescription coverage of \$5/\$20/\$30 and a \$100 Emergency Room co-payment if not admitted to hospital within 24 hours. A summary of benefits provided under the current HealthMate plan is attached as Appendix B.
- (2) The Town shall pay for family or individual coverage, as the case may be, in Delta Dental Plan, Level II or equivalent with an annual benefit level of \$2,000.00.
- (3) It is agreed that the Town may elect to substitute equivalent medical or dental coverage to the existing Blue Cross Blue Shield or Delta Dental plans through alternate medical or dental insurers. Any proposed change in medical or dental plans will be discussed with the IBPO.
- (4) If an employee's spouse, or parent in the case of a covered minor, is eligible for and is receiving family medical and/or dental insurance from the Town or the South Kingstown School Department, then the Town shall not be required to furnish such insurance for the employee.

- B. Employees shall be eligible for post employment benefits, until Medicare eligible, as follows:

- (1) Members of the bargaining unit who retire on or after July 1, 2006 will receive the same health care benefits (excluding dental coverage) as employees covered by this Agreement.
- (2) All employees retiring on or after July 1, 2013 shall contribute the same co-share of the health care premium co-share as active members.
- (3) The Town agrees to provide the same medical insurance coverage provided active members to any retiree who is retired as the result of disability incurred in the line of duty subject to active employee co-share requirements.
- (4) If any such retired employee has an alternative medical plan available through their spouse or new employer(s), then the Town shall not be required to provide a health care plan. Retired employees, if continuing health coverage through the Town, shall be required to sign and return to the Personnel Office on an annual basis an affidavit, certifying that they do not have alternative coverage available to them through a current spouse or employer.
- (5) For the purposes of this agreement, an alternative medical plan shall be defined as a health care plan that is reasonably comparable, but not necessarily equal in health care benefits. Should the alternative medical plan require a higher cost employee co-share of health care premium than required through the Town Health Care Plan, the Town shall have the option of reimbursing the retiree the difference in the two health care co-share costs, or in maintaining the retiree on the Town's Health Care Plan. In the event that a retiree's alternative health care plan becomes unavailable to the retiree, the Town will reinstate the retiree's health care benefits through the Town's Health Care Plan. The reinstated member will be responsible for employee co-share payments, provided the retired member was responsible for a co-share payment at the time of retirement, or in accordance with the provisions of the prior paragraph.

ARTICLE XIV SECTION 2. EMPLOYEE CO-SHARE

All employees shall contribute a co-share towards the cost of health care premiums or working rates in accordance with the following schedule:

Co-Share Requirements	Effective 7/01/2013	Effective 7/01/2014	Effective 7/01/2015
Employees hired prior to July 1, 2002	17.5%	19.0%	20.0%
Employees hired after July 1, 2002	20.0%	20.0%	20.0%

The employee co-share shall be made through twenty-four (24) bi-weekly payroll deductions each year and, if permitted under IRS regulations, shall be made on a pre-tax basis. During months with three (3) pay dates, the co-share will be deducted from only two (2).

ARTICLE XIV SECTION 3. BUYBACK

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 Three Thousand Dollars (\$3,000.00). Payments will be pro-rated over bi-weekly pay periods throughout the fiscal year.

Any member may elect to waive the Town dental plan and receive an annual payment equal to Two-Hundred Fifty Dollars (\$250.00). Payments will be pro-rated over bi-weekly pay periods throughout the fiscal year.

Members electing to participate in either the health and/or the dental buyback program shall deliver a signed, witnessed waiver form to the Personnel Office prior to each June 15th.

In the event that a member who has elected to drop the health and/or dental coverage as provided above, decides to reinstate either or both coverages, the following shall apply:

- (1) Except as provided in (2) 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.
- (2) 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.

ARTICLE XIV SECTION 4. HEALTH INSURER PLAN CHANGES

If the health insurance provider initiates or attempts to initiate a change in the benefits provided under the existing health insurance plans during the term of this Agreement, the Town Manager shall notify the Union President. The Manager and the President shall meet to discuss and attempt to resolve the matter. In the event the parties are unable to agree upon a resolution, the matter shall be submitted to the grievance procedure.

ARTICLE XIV SECTION 5. COVERED FORMER SPOUSES

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

ARTICLE XV

ARTICLE XV SECTION 1. COURT ATTENDANCE

All employees, with the exception of the Chief of Police, who are called for court attendance shall be compensated at the rate of time and one-half (1 ½) as determined in accordance with the provisions of Article VI, Section 3 and Article XII, Section 2 hereof for a minimum of three (3) hours. For each hour or part of an hour in excess of three (3) hours, compensation shall be earned in fifteen (15) minute increments. In addition, any employee who uses his/her privately owned automobile shall be compensated therefore at the current IRS rate as of January 1st each year. Should the IRS rate either increase or decrease during the term of this Agreement, said rate shall be adjusted accordingly effective the date of the IRS change.

ARTICLE XVI

ARTICLE XVI SECTION 1. SPECIAL DETAILS

- A. All special details paid from municipal accounts, other than the police department’s accounts, shall be paid according to the following hourly rates. All third party special details shall be billed and paid based on the following hourly rates.

Special Detail Type	FY 2016-2017	FY 2017-2018	FY 2018-2019
Town Traffic Control Officer Hourly Rate (IBPO)	\$32.00	\$33.00	\$34.00
Town/School/Commercial Officer Hourly Rate (IBPO)	\$32.00	\$33.00	\$34.00
Traffic Control & Alcohol Related Officer Hourly Rate (IBPO)	\$42.00	\$43.00	\$44.00

- B. Scheduled departmental work details shall not be considered “Call Back”. These details shall be compensated at a rate of time and one-half (1 ½) for actual hours worked. If the detail is subsequently canceled, the officer shall be compensated for two (2) hour’s pay at a rate of time and one-half (1 ½).

- C. The following shall also apply to special details:

- (1) Assignment

- Police officers will have first preference whenever there are details to be filled. The Chief of Police or his/her designee shall compose and maintain a list made up of those officers who wish to work details. Any officer may add his/her name to the list at any time throughout the calendar year. Details shall be assigned on a rotational basis from the maintained list.

- (2) Cancellation

- A minimum of one (1) hour’s pay will be granted for any scheduled municipal work detail that is canceled less than two (2) hours before the start of the scheduled detail.

(3) Overtime

For any special detail time worked in excess of eight (8) hours, the officer shall be paid at the rate of time and one half (1 ½) their regular special detail rate.

(4) Payment

Effective July 1, 2017, all wages for all special details will be paid to bargaining unit member by the Town no later than the next payroll date subsequent to forty-five (45) days from the date the Department invoiced the vendor.

(5) Administrative Processing Fee

The Union agrees that the Town may charge an administrative processing fee as part of the billing rates charged to vendors for police detail services. The establishment of such a fee is within the sole purview of the Town, and will not reduce the hourly rate, as noted above, paid to IBPO employees.

(6) University of Rhode Island

The University will determine hourly rates for University of Rhode Island details. However, at no time will the rate of pay for members of the South Kingstown Police Department be lower than the rate of pay for the highest paid department working that particular detail. The rate paid by the University will serve as the billed rate.

ARTICLE XVII

ARTICLE XVII SECTION 1. CARS

- A. Members covered by this Agreement shall not be required to wash, clean, vacuum or sweep any patrol car or other vehicle used by the Department.
- B. The Town shall make all reasonable efforts to replace marked patrol vehicles at the time they have traveled ninety thousand (90,000) miles.

Should any vehicle not be replaced prior to its traveling 90,000 miles, the Town agrees to take said vehicle to an outside garage, acceptable to both the Town and the IBPO, for an inspection and appraisal of the vehicle's condition. Said inspection shall be used as a means of determining whether the vehicle should be deadlined or remain in active service.

ARTICLE XVII SECTION 2. AUTOMOTIVE EQUIPMENT

Prior to the operation of a motor vehicle by an officer assigned to the same, he/she shall first make a complete inspection of the condition of such motor vehicle. If he/she finds that such motor vehicle or its equipment is defective or inoperative to such an extent as to render his/her use of such equipment or motor vehicle dangerous to himself/herself, he/she shall cause the defects to be recorded on the day sheet and shall apprise his/her superior officer of the same. If his/her superior officer determines that the motor vehicle or its equipment is defective to such an extent as to render its use dangerous to the officer, such officer shall not be required to operate such motor vehicle. If no other motor vehicle is

available for patrol, then such officer shall be assigned to other duty. At no time, except in an emergency, shall a motor vehicle be assigned to patrol duty without communication equipment functioning and operative therein.

The foregoing provisions of this section shall be subject to review pursuant to the grievance provisions of this Agreement.

ARTICLE XVIII

ARTICLE XVIII SECTION 1. FAMILY MEDICAL EXPENSE

- A. The Town hereby agrees that it will pay all medical expenses and hospital expenses that are not otherwise covered by insurance for any employee's immediate family members who contract a contagious disease where such contagious disease may reasonably be considered to have been transmitted by the employee to such member of his/her family or is incurred by such family members as the result of said employee's exposure to said disease in the line of duty.
- B. The Town further agrees that it will pay all medical expenses, doctor's fees and other related expenses on behalf of any employee covered by this Agreement who was placed on disability where such expenses are incurred as a result of the injuries or illness which caused said employee to be placed on disability or which related to any recurrence of said injury or illness for which he/she was placed on disability; provided, however, that there shall be deducted there from any amounts which the employee may receive of Blue Cross coverage.

ARTICLE XIX

ARTICLE XIX SECTION 1. POLICE OFFICER'S BILL OF RIGHTS

- A. Whenever a police officer is a suspect in any criminal or departmental matter and is being questioned concerning the same, he/she must be informed of the name, rank and command of each person present while he/she is being questioned.
- B. No threats, promises, or coercion may be used at any time during the interrogation of a police officer while he/she is a suspect in a criminal or departmental matter.
- C. When interrogating any police officer who is a suspect in a criminal or departmental matter, said interrogation may, at the request of the police officer, be recorded either mechanically or by departmental stenographer and a copy thereof shall be furnished to such police officer upon his/her request.
- D. If a police officer is under arrest or likely to be arrested, or a suspect in a criminal investigation, he/she shall be afforded the same constitutional rights as are accorded to a civilian, including, but not limited to, the right to counsel and the right to remain silent and shall be notified of these rights before any questioning commences.

- E. When any police officer has been charged with any violation of departmental regulations, no public statement shall be made concerning the violation or the alleged violation.

ARTICLE XX

ARTICLE XX SECTION 1. NO STRIKE CLAUSE

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the Grievance Procedures hereinbefore set forth, the IBPO, for itself and for all employees covered by this Agreement, hereby agrees that no employee covered by this Agreement shall have any right to engage in any work stoppage, slowdown or strike and that if any such work stoppage, slowdown or strike shall take place, it will immediately notify such employee so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown, or strike is illegal and unauthorized.

ARTICLE XXI

ARTICLE XXI SECTION 1. LEGAL ASSISTANCE AND INDEMNIFICATION

In the event any employee covered by this Agreement is sued in any civil proceeding as the result of actions performed by said employee in the performance of his/her duties as an employee of the Town, the Town of South Kingstown agrees to provide such employee with all necessary legal assistance, and further agrees to pay any judgment rendered against such employee, provided such actions are not wanton, reckless, malicious, or grossly negligent.

The provision of this Article shall be deemed to have been complied with as long as the Town has in effect the existing (or their equivalent) insurance policies for Comprehensive General Liability Insurance with coverage up to One Million Dollars (\$1,000,000) and including the employees as named insured while acting within the scope of their duties. The Town shall within thirty (30) days of this Agreement post in the Day Room a copy of any such insurance policies as information for bargaining unit members.

ARTICLE XXII

ARTICLE XXII SECTION 1. 25/20 YEAR RETIREMENT PLAN

All full time members of the Bargaining Unit shall be members of the Municipal Employees Retirement System Optional Retirement Plan for Police & Fire Fighters (R.I. General Laws § 45-21.2, as amended).

All full time members of the bargaining unit who are eligible for retirement and receipt of benefits as determined under the Municipal Employees Retirement System Optional Retirement Plan for Police & Fire Fighters shall be subject to the provisions of § 45-21-52 (3) Plan C, as amended. The employee retirement contribution shall be at the rate of salary specified in § 45-21.2-14, as amended.

Specific provisions of said Retirement Plan for Bargaining Unit Members are as follows:

- Pursuant to RIGL 45-21.2-6.1, as amended, upon retirement from service pursuant to Subdivision (1), (2), or (5), of § 45-21.2-5, a member of the South Kingstown Police Dept. (Bargaining Unit) shall receive a retirement allowance which is a life annuity terminable at the death of the annuitant, and is an amount equal to the sum of two and one-half percent (2.5%) of final compensation multiplied by the years of service accrued after July 1, 1993 and until June 30, 2012, and two percent (2%) of final compensation multiplied by the years of service accrued prior to July 1, 1993. For service on and after July 1, 2012, a member's service retirement allowance shall be determined in accordance with § 45-21.2-6.
- The annual retirement allowance in no event shall exceed 75% of final compensation.

ARTICLE XXIII

ARTICLE XXIII SECTION 1. DURATION OF AGREEMENT

This Agreement shall be for the term beginning July 1, 2016 and ending June 30, 2019.

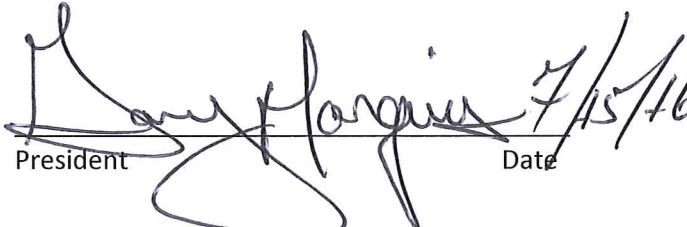
IN WITNESS WHEREOF, the Town of South Kingstown has caused this instrument to be executed and its corporate seal to be affixed by Stephen A. Alfred its Town Manager duly authorized by the Town Council of the Town of South Kingstown as of the day and year first above written and the IBPO Local 489, has caused this instrument to be signed by its President, Gary Marquis, duly authorized as of the day and year first above written.

Town of South Kingstown


Town Manager Date


Witness

Local 489, International Brotherhood of Police Officers
Negotiation Committee


President Date


Witness

APPENDIX A SALARY SCHEDULE

2016-2017							
Position	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	% Increase
Captain	\$75,548						3.50%
Lieutenant	\$70,370						3.00%
Sergeant	\$66,013						3.25%
Patrol Officer	\$44,651	\$46,513	\$48,373	\$50,754	\$53,224	\$62,474	2.50%
2017-2018							
Position	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	% Increase
Captain	\$77,626						2.75%
Lieutenant	\$72,129						2.50%
Sergeant	\$67,663						2.50%
Patrol Officer	\$45,767	\$47,676	\$49,582	\$52,023	\$54,555	\$64,036	2.50%
2018-2019							
Position	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	% Increase
Captain	\$79,761						2.75%
Lieutenant	\$73,932						2.50%
Sergeant	\$69,355						2.50%
Patrol Officer	\$46,911	\$48,868	\$50,822	\$53,324	\$55,919	\$65,637	2.50%

APPENDIX B HEALTH CARE PLAN SUMMARY OF BENEFITS

This Appendix is meant strictly for informational purposes only and is not intended to reflect the entire plan.

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 coverage period July 1, 2016 – June 30, 2017. As the Summary of Benefits and Coverage documents for July 1, 2017 – June 30, 2018 and July 1, 2018 – June 30, 2019 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: 07/01/2016 - 06/30/2017

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 8. See your policy or plan document for additional information about <u>excluded services</u> .

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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 <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$10 copay per visit	\$10 copay plus 20% coinsurance after deductible per visit	_____none_____
	Specialist visit	\$10 copay per visit	\$10 copay plus 20% coinsurance after deductible per visit	_____none_____
	Other practitioner office visit	\$10 copay per visit	\$10 copay plus 20% coinsurance after deductible per visit	Chiropractic Services are limited to 12 visits per year; \$15 copay for allergy and dermatology office visits
	Preventive care/screening/immunization	No Charge	\$10 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	\$5 copay per prescription (retail) \$15 copay per prescription (mail-order)	Not covered	No Charge for certain preventive drugs
	Tier 2 generally high cost generic and preferred brand name drugs	\$20 copay per prescription (retail) \$60 copay per prescription (mail-order)	Not covered	Preauthorization is required for certain drugs
	Tier 3 non- preferred brand name drugs	\$30 copay per prescription (retail) \$90 copay per prescription (mail-order)	Not covered	Preauthorization is required for certain drugs
	Tier 4 specialty prescription drugs	\$30 copay per prescription (specialty pharmacy only)	50% coinsurance	Infertility drugs: 20% coinsurance; 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	\$100 copay per visit	\$100 copay per visit	Copay waived if admitted
	Emergency medical transportation	\$50 copay per trip	\$50 copay per trip	—————none—————

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
	Urgent care	\$10 copay per urgent care center visit	\$10 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
	Physician/surgeon fee	No Charge	20% coinsurance after deductible	_____none_____

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 have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$10 copay/office visit No Charge for outpatient services	\$10 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	\$10 copay/office visit No Charge for outpatient services	\$10 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	\$10 copay	\$10 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	\$20
Coinsurance	\$0
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 \$4,760
- Patient pays \$640

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	\$300
Coinsurance	\$300
Limits or exclusions	\$40
Total	\$640

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.

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TOWN OF SOUTH KINGSTOWN

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

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%,80%) . Your group number is **5858-0605**. Coverage for benefits with time limitations (i.e. 6,12,24,36 or 60 months) is calculated to the exact day.

The annual maximum is: \$2,000 per member per calendar year
(Periodontal services limited to \$400.00)

The annual deductible is: \$0.00

The maximum lifetime cap: Unlimited

Pretreatment estimates are recommended for underlined procedures.

Plan pays 100%; Member Coinsurance 0%

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

Plan pays 50%; Member Coinsurance 50%

- Periodontal maintenance following active therapy - two per year
- Root planing and scaling once per quadrant every 24 months.
- Osseous (bone) surgery once per quadrant every 36 months (bone grafts are not covered).
- Gingivectomies once per site every 36 months.
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months

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

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

- Services that do not qualify for payment according to our dental treatment guidelines. (These guidelines assist Delta Dental in making determinations as to whether services are covered and whether a particular service is the least costly, clinically acceptable method of prevention, diagnosis or treatment. A service may not qualify for coverage under these guidelines even though it was performed or recommended by a dentist.)
- Any services that are not specifically covered in your group's Certificate of Coverage.
- Services received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trustee or similar person or group.
- An illness or injury that Delta Dental determines is employment related.
- Services you would not be required to pay for if you did not have this Delta Dental coverage.
- Services provided by a dentist who is a member of your immediate family.
- An illness, injury or dental condition for which benefits are, or would have been available, through a government program if you did not have this Delta Dental coverage.
- Services rendered by someone other than a licensed dentist or a licensed hygienist operating as authorized by applicable law.
- Specialty exams.
- Consultations.
- Disorders related to the temporomandibular joint (TMJ), including night guards and surgery.
- Services to increase the height of teeth or restore occlusion.
- Restorations required because of erosion, abrasion or attrition.
- Services meant primarily to change or improve your appearance.
- Occlusal guards.
- Implants.
- Bone grafts.
- Splinting and other services to stabilize teeth.
- Prescription drugs, lab exams or reports.
- Guided tissue regeneration.
- Temporary bridges or crowns.
- Services related to congenital abnormalities.
- General anesthesia/intravenous sedation for nonsurgical extractions, diagnostic, preventive or any restorative services.
- General anesthesia/intravenous sedation administered by anyone other than a dentist.

Delta Dental also reserves the right to adopt and to apply, from time to time, such administrative policies as it deems reasonable in approving the eligibility of subscribers and the appropriateness of treatment plans and related charges.

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