

AN AGREEMENT BETWEEN  
THE TOWN OF NARRAGANSETT  
AND  
LOCAL 303, INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS

July 1, 2022

to

June 30, 2025

INDEX

SECTION	NAME	PAGE
I	RECOGNITION.....	4
II	AGENCY SHOP.....	4
III	DUES DEDUCTIONS.....	5
IV	TIME OFF FOR BARGAINING.....	5
V	MANAGEMENT RIGHTS.....	6
VI	EMPLOYMENT STATUS.....	6
VII	SENIORITY.....	7
VIII	DUTIES.....	12
IX	HOURS.....	12
X	OVERTIME.....	14
XI	SPECIAL DETAILS.....	15
XII	COURT ATTENDANCE.....	17
XIII	CALL BACK PAY.....	18
XIV	PAID HOLIDAYS.....	19
XV	VACATIONS.....	20
XVI	HEALTH AND WELFARE.....	22
XVII	SICK LEAVE.....	26
XVIII	SICKNESS OR INJURY.....	27
XIX	LEAVE.....	28
XX	CLOTHING ALLOWANCE.....	30
XXI	FALSE ARREST INSURANCE.....	31
XXII	SALARIES.....	32
XXIII	GRIEVANCE PROCEDURE.....	36
XXIV	ARBITRATION.....	37
XXV	NO STRIKE CLAUSE.....	38
XXVI	PENSIONS.....	39
XXVII	MISCELLANEOUS.....	40
XXVIII	TERMINATION AND LEGALITY CLAUSES.....	44
XXIX	DURATION CLAUSE.....	45
	EXHIBIT A.....	46

EXHIBIT B.....	53
EXHIBIT C.....	55
EXHIBIT D.....	58

AGREEMENT

Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1963, entitled "An Act to Provide for Settlements of Disputes Concerning Wages or Rates of Pay and other Terms and Conditions of Employment of Employees of Police Departments," this agreement is made and entered into this 14<sup>th</sup> day of June, 2022, by and between the TOWN OF NARRAGANSETT and LOCAL 303, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS.

PREAMBLE

Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1963, entitled "An Act to Provide for a Settlement of Disputes Concerning Wages or Rates of Pay and Other Terms and Conditions of Employment of Employees of Police Department" and all amendments thereto the Town of Narragansett recognizes that the Full-time Police Officers of the Town of Narragansett have a statutory right to bargain collectively with the Town of Narragansett and to be represented by an organization in such collective bargaining as to wages, rates of pay, working conditions, hours, and other terms and conditions of employment.

Nothing herein contained shall be construed to limit the right of the Town of Narragansett to regulate, manage, and control the Police Department of the Town of Narragansett except as modified by the terms of this contract as specifically directed by Chapter 54 of the Public Laws of the State of Rhode Island, 1963, and all amendments thereto, 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 full-time police officers, from the rank of patrolman/patrolwoman up to and including the rank of Captain.

SECTION I

RECOGNITION

The Town of Narragansett recognizes Local 303, INTERNATIONAL BROTHERHOOD of POLICE OFFICERS, as the exclusive bargaining agent for all full-time police officers from the rank of patrolman/ patrolwoman up to and including the rank of Captain for the purposes 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 of Narragansett and employees of the Narragansett Police Department shall be respected and the provisions of this agreement shall be observed for the orderly settlement of all questions.

SECTION II

AGENCY SHOP

All permanent police officers of the Narragansett Police Department shall have the right to voluntarily join or refrain from joining the Union. Employees who choose not to join the Union, however, and who are covered by the terms of the contract shall be required to pay a monthly service fee to the Union for the purpose of aiding the Union in defraying the costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the employees in the appropriate bargaining unit.

The aforesaid fees shall be payable on or before the first day of each month, and said sums shall in no case exceed the initiation fees and membership dues paid by those who voluntarily choose to join the Union. Other than the payment of these service fees, those employees who did not choose to join the Union shall be under no further financial obligations or requirements of any kind to the Union. It shall also be a condition of employment that all employees covered by this agreement shall, on the 30th day

following the beginning of such employment or the effective date of this agreement, whichever is later, pay an established monthly service fee as shown above.

DISCRIMINATION PROHIBITED. Neither the Town nor the Union shall discriminate against any employee covered by this agreement in a manner which would violate any applicable laws.

UNION MEMBERSHIP OR ACTIVITY. Neither the Town nor the Union shall interfere with the rights of employees covered by this agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful association, lawful Union membership or non-membership activity or status.

### SECTION III

#### DUES DEDUCTIONS

The Town shall deduct Union dues and fees upon receipt of authorization form cards to be supplied by the Union. The Town shall forward to the Treasurer of the Union monies so deducted on a weekly basis.

The Union shall indemnify the Town and hold it harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of any action taken by the Town for the purpose of complying with the provisions of this Article.

The Union agrees that it shall give the Town at least 30 days' notice of any change in the amount of dues and service charges to be deducted from the employee's pay.

### SECTION IV

#### TIME OFF FOR BARGAINING

All employees covered by this agreement who are officers of Local 303, or who are appointed by the members of the Police Department as members of said Union's Collective Bargaining Negotiating Committee, shall be allowed time off with pay for official Union business in negotiations and/or conferences with Town Administration corporate authorities as defined in Chapter 54 of the Public Laws of the State of Rhode Island, 1963, and all amendments thereto, without requirements to make up said time.

The President of Local 303, International Brotherhood of Police Officers, or his/her designee, may be allowed five (5) days off per annum with the permission of the Chief of Police, without being deducted from the individual's vacation or sick time, without loss of pay, or being required to make up the time, to attend regional meetings or tri-annual conventions sponsored by the International Brotherhood of Police Officers.

#### SECTION V

##### MANAGEMENT RIGHTS

The Town of Narragansett retains the right, subject to the provisions of this agreement, the Town Charter of the Town of Narragansett, and State Law, to exercise the regular and customary functions of management, and in general to maintain discipline, order, and efficiency in the operation of the Narragansett Police Department. The Town reserves the right to issue, through the Town Council, the Director of Public Safety, or the Chief of Police, rules and regulations from time to time as it may deem necessary for the proper conduct of the Police Department; provided, however, that said rules and regulations do not conflict with the provisions of this agreement and State Law.

#### SECTION VI

##### EMPLOYMENT STATUS

Probationary Period: All new employees shall be considered as probationary employees and must successfully complete a probationary period before obtaining permanent

employee status. The probationary period shall begin from the date of hire and conclude one (1) year after the completion of the Municipal Training Academy. All probationary employees shall receive an employee evaluation on or near the mid-point of their probationary period. Any probationary employee may be terminated at any time during his probationary period at the sole discretion of the Town. The probationary period shall not be subject to the grievance and arbitration procedure as provided in Sections XXIII and XXIV of this agreement. The Chief of Police may extend this probationary status up to an additional six (6) months with cause.

The employee's work schedule, hours of work, training, performance evaluation and discipline during said probationary period shall not be subject to the grievance and arbitration procedure of this contract.

Permanent Status: All employees of the Police Department who are sworn police officers and who have successfully completed the probationary period with one (1) or more years of service shall be eligible to be appointed to permanent status on the Police Department as per provisions of the Town Charter.

## SECTION VII

### SENIORITY

All employees of the Police Department shall have seniority rights and said seniority in grade in so far as practicable shall prevail with regard to the following:

- A. Transfers or assignments to any shift, post or beat.
- B. Days off, holidays, vacations and any and all circumstances or situations by whatever name they may be given; however, a senior officer may reject the position or benefit at his/her discretion without the need of any explanation on



his/her part. Further, in the event that an employee shall reject the position or benefit, it shall not be construed as a waiver of his/her seniority rights in any subsequent situation where seniority would prevail.

- C. The successful bidder for any job shall be on promotional probation for no more than one hundred eighty (180) calendar days to determine whether he/she can acquire the skills necessary for the performance of said job in a reasonably satisfactory fashion. At the end of the one hundred eighty (180) calendar days from the date of the promotional probation, the employee shall be considered as being transferred in accordance with the provisions of this article except in cases where the Town and the Union may mutually agree to extend such trial periods. If during the trial period the Town removes the employee from such job for alleged lack of reasonable progress on said job, the employee shall have the right to file a grievance in accordance with the provisions of Section XXIII of this Agreement. Any dispute over the reasonableness of the trial period and/or the progress of the employee on the job, shall be subject to the grievance procedure as previously mentioned.
- D. Within thirty (30) days after the execution of the Agreement, the Town shall furnish the Union and Police Department a copy of the proposed seniority list, and the Union and/or the Police Department will have thirty (30) days which to make any corrections or changes in the said list and signify their approval thereof. After the order of seniority has been approved by all parties thereto, a permanent and up-to-date list shall be posted and maintained on the bulletin board at Police Headquarters for the benefit of all Police Officers and all future seniority questions shall be resolved in accordance therewith.
- E. All promotions and/or transfers between divisions shall be posted within thirty (30) days of that vacancy. Whenever more than one officer is eligible and applies for the same promotion, all of the promotional testing procedures set forth herein

shall be followed. A reading list shall be provided by the Department thirty (30) days prior to the written test unless a reading list is not required for said test.

The testing procedure shall consist of a three phase system. The first phase is the written test. The scores for the written test will be posted in the roll-call room and will account for thirty (30) percent of the overall procedure.

The second phase will consist of an oral board consisting of three (3) active police officers from departments other than Narragansett. This section of testing will account for fifty (50) percent of the overall testing procedure. The scores for the oral will be posted in the roll-call room with a separate score for the overall ranking.

The final phase will consist of a recommendation from the Chief of Police and seniority points. This will account for twenty (20) percent of the procedure. Ten (10) percent shall be based upon the recommendation from the Chief of Police and ten (10) percent will consist of seniority points with one (1) point to be awarded for each year spent in grade, up to a maximum of ten (10) points.

Seniority will be the controlling factor only when ability or other specified attributes are equal. In case of promotions outside of the seniority order, differences of opinion between the Town and the Union as to the employee's ability will be subject to the grievance machinery of Section XXIII of this agreement.

Each applicant for promotion/transfer between divisions shall be subject to each phase of the three phase procedure and shall not be eliminated from advancing to a phase as a result of his/her performance in a prior phase of the procedure. A final passing mark of seventy percent (70%) shall be cumulative of all three (3) phases.

F. During the collective bargaining agreement period of July 1, 2022 through June

30, 2025 the following testing procedures shall be used for promoting to the rank of Patrol Lieutenant or promoting to the rank of Patrol Captain.

All promotions and/or transfers between divisions shall be posted within thirty (30) days of that vacancy. Whenever more than one officer is eligible and applies for the same be posted within thirty (30) days of that vacancy. Whenever more than one officer is eligible and applies for the same position, the following promotional testing procedures set forth herein shall be followed.

For the rank of Lieutenant, an interview panel will be established consisting of the Chief of Police and both Captains. Eligible candidates shall produce resumes prior to the interview. Promotional interviews will be scheduled by the Office of the Chief. During the interview, the candidate and panel will discuss the work history, job performance, attendance, department seniority, qualifications, and other relevant information about the applicant's qualifications for promotion. Upon completion of the interviews the Chief shall establish and post a list ranking the candidates within three (3) days of completion of the interviews. The candidates will be promoted in the order of the established list. The established list will be active for eighteen (18) months from the date of being posted.

For the rank of Captain an interview panel shall consist of the Chief of Police and a Captain. Eligible candidates shall produce resumes prior to interview. Promotional interviews will be scheduled by the Office of the Chief. During the interview, the candidate and panel will discuss the work history, job performance, attendance, departmental seniority, qualifications, and other relevant information about the applicant's qualifications for promotion. Upon completion of the interviews the Chief shall establish a list of ranking the candidates within three (3) days of completion of the interviews. The candidates will be promoted in the order of the established list. The established list will be active for eighteen (18)

months from the date of being posted.

For any specialty positions such as Canine Officer Specialist, Community Policing Officer or any other position where there is no increase in pay, the testing process shall be as follows. An advisory panel of three (3) officers from an outside police department shall be convened to provide a transfer recommendation to the Chief of Police. The selection of the officer to the specialty position shall be at the sole discretion of the Chief.

If during the July 1, 2022 through June 30, 2025 collective bargaining agreement period the current Chief of Police becomes no longer employed by the Town of Narragansett, for any reason, before expiration of this contract, and the Acting Chief or newly appointed Chief is not a member of the Narragansett Police Department, the promotional testing procedures for the rank of Captain or Lieutenant revert to the procedures in Section VII, E and this section will be void.

- G. When more than one member is hired on the same day, seniority shall be computed on the basis of their score obtained at the Municipal Police Academy, with the highest total score having seniority.
- H. Any future reassignment as to shifts, beat or posts shall be subject to said seniority list as presented. Any temporary assignment, so-called, will have a duration of not longer than ninety (90) days and shall not be renewable within the contract period.
- I. Seniority will not prevail on a temporary assignment to the investigative division for a special investigation or a temporary shift change to attend a police training school. Such assignments and training schools shall be allocated to the members on a fair equitable basis. A member attending an assigned school shall be placed on an administrative schedule to accommodate attendance and if school is

scheduled on a day off, the member shall be scheduled to take his day off within a 28 day period following attendance. Rescheduled days off will be compensated on a day for a day payback. As seniority rights are being relinquished, the Union retains the right to grieve any grievances as defined in Section XXIII.

- J. Shift assignments will be posted for reselection on a semi-annual basis, to take effect on June 1 and December 1 of each year; provided, however that there shall be no cost or expense including but not limited to salary, wages, overtime or other costs associated with shift assignments being changed due to reselection incurred by the Town as a result of the reselection.

#### SECTION VIII

#### DUTIES

The duties of the members of the Narragansett 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. It is expressly understood by both parties hereto that the washing and cleaning of police vehicles by hand is prohibited, but police vehicles may be driven through an approved automated car wash, and that the cleaning of the Headquarters building, the impounding of animals (dead or alive), the installation, repairing, replacing or moving of any traffic control devices will not be performed by police officers during their normal tour of duty except during emergencies. Temporary devices such as flares and temporary barricades do not constitute traffic control devices.

#### SECTION IX

#### HOURS

- A. The regular work schedule for all members of the Narragansett Police Department, with the exception of the Chief of Police, shall be a six (6) day cycle of four (4)

consecutive working days of eight hours each followed by two (2) consecutive days off. The work schedule shall cover a twenty-four-hour period as follows and will be continuous:

10:48 P.M. to 7:00 A.M.  
6:48 A.M. to 3:00 P.M.  
2:48 P.M. to 11:00 P.M.

The following shift may be instituted at any time at the discretion of the Chief of Police:

7:00 P.M. to 3:00 A.M.

The exception of this section will be the Patrol Captain and the Investigative Division.

B. Administrative Assignments.

1. The following positions shall be known as administrative assignments: Captains, Lieutenants, Prosecution Officer, Investigative Division and Community Police Division/School Resource Officer.
2. Vacancies that occur in an administrative assignment shall be filled in accordance with Section VII of the collective bargaining agreement.
3. Hours: The administrative schedule of the above listed positions shall be Monday through Friday eight (8) consecutive hours each day, followed by two (2) days off; however, every third (3) week there will be three (3) days off (Friday, Saturday and Sunday). If a holiday falls on the officer's scheduled Friday off, the officer will get to use another Friday or be given another administration day with the approval of the Chief of Police. In addition to the above days off all personnel assigned to the administrative schedule shall also be off on all holidays mentioned in Section XIV, Paragraph (A), if the holiday falls on their scheduled day of work. Patrol Captain, Prosecution Officer, and the Investigative Division shall have flexible hours as duties and responsibilities require. Community Police Division/School Resource Officers shall be assigned the hours of

0700-1500 during the calendar school year. Upon schools' end, one officer from the division will be assigned the hours of 1500-2300 based on a seniority basis. This will be filled in accordance with Section VII of the collective bargaining agreement. Patrol Lieutenants will work the hours of their assigned shift. The Patrol Lieutenant assigned to the midnight shift shall, at his discretion, have the option of working either the administrative schedule or the regular work schedule as defined in Section IX.

4. An administrative assignment to the Community Police Division/School Resource Officer shall be for a minimum of three (3) years, but not longer than five (5) years unless mutually agreed upon by the parties involved. The three (3) year minimum provision shall not apply in the case of promotions to a higher rank or transfers to the Investigative Division or any other position that would require a higher rate of pay.

#### SECTION X

##### OVERTIME

- A. The hourly rate of overtime pay for Narragansett Police Officers shall be computed at the rate of time and one-half of thirty-eight and one-half (38 1/2) of the officers who work in excess of the regular schedule. For the first overtime hour, any time worked over thirty minutes and up to one hour will be compensated as one full overtime hour; compensatory time off may be taken in lieu of cash at the rate of time and one-half if so desired by the permanent member of the Police Department. This compensatory time in lieu of cash may be taken at the discretion of the Chief of Police.
- B. When a regularly scheduled permanent officer is absent from duty by reason of sickness, vacation, or personal leave, and it is determined that his/her replacement is necessary by the Chief or the officer in charge, that vacancy shall be filled by another permanent patrol officer. If the list has been exhausted and a replacement is still necessary, the patrol detectives will be contacted next. Should the vacancy

still exist and a patrol officer from the previous shift is unavailable to be held, the sergeants list shall be utilized subject to the approval of the Chief of Police or his designee.

- C. In a time of declared emergency by an appropriate Town official, the members of the Department will work overtime as defined in subsection A of this section.
- D. The Chief of Police hereby retains the right to call for emergency overtime through his/her designee. Emergency overtime shall be determined by the Patrol Commander. In the Patrol Commander's absence, the determination shall be made by the Officer in Charge. Emergency overtime shall be filled first by volunteers and then by order back. Emergency overtime shall be defined as follows:
  - 1. A serious situation or occurrence that happens unexpectedly and demands immediate action.
  - 2. A shortage in staffing due to any type of contractual leave does not constitute an emergency.
- E. When a patrol officer works patrol overtime or a special patrol detail on his/her regularly scheduled day of rest, he/she cannot be held for a shift vacancy at the end of their shift. The most junior (lowest seniority) regularly scheduled permanent officer from the previous shift will be held. In the event of an emergency or there is not a regularly scheduled officer to be held, the officer working patrol overtime or a special detail may be held.

#### SECTION XI

##### SPECIAL DETAILS

- A. Regular members of the Department will have first preference whenever there are special 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 special details.



Any member may add his/her name to the list at the beginning of each month and may request that his/her name be removed at any time.

- B. Details shall be assigned on a seniority basis. An employee on sick leave shall not be eligible for special details. An employee on sick leave the day prior to a paid detail will not be allowed to work a detail the following day. An employee who calls in sick on the day after a paid detail shall have his/her name taken off the detail list for seventy-two (72) hours, unless he/she provides verification of illness through a physician's certificate.
- C. All details shall, whenever possible, be posted at least forty-eight (48) hours in advance as to allow all members to have knowledge of it. Any detail not posted forty-eight (48) hours in advance shall be filled by phone according to the list. Any detail posted and not filled by a regular member twelve hours prior to commencement may be filled by the Chief.
- D. Wages for all special details will be paid to the employees by the Town upon receipt by the Town of payment from the person or group requesting the detail. Compensation shall be for a minimum of four (4) hours.
- E. Commencing July 1, 2022, the rate of pay for all details where the billing is from a third party vendor shall be paid at the rate of sixty (\$60.00) dollars per hour. The rate of pay after eight hours shall be paid at seventy-five (\$75.00) per hour. The rate of pay for road details on a Saturday or Sunday shall be paid at seventy-five (\$75.00) per hour. Commencing July 1, 2022, the rate of pay for all other details shall be fifty (\$50.00) dollars per hour. The fifty (\$50.00) rate shall not apply to the Interstate Navigation/Block Island Ferry special detail which will remain at thirty-five (\$35.00)
- F. Officers shall be permitted, under the circumstances set forth below, to work special details in establishments serving alcoholic beverages. The conditions to

working these special details are as follows:

1. Special details shall only be permitted at establishments that hold a valid alcoholic beverage license.
2. All requests by a licensed establishment for officers on a special detail shall be submitted to the Chief or his/her designee and all such requests must be approved by the Chief, with such approval to not be unreasonably withheld. The Chief or his/her designee shall advise the Union of requests that are denied.
3. The licensed establishment, prior to the commencement of any special detail must agree in writing to indemnify the Town for any loss, cost or expense arising out of the special detail. The form and substance of the indemnification must be satisfactory to the Town Manager and Town Solicitor.
4. Unless otherwise agreed to by the Chief, Officers working special details at licensed establishments shall only be permitted to check the identification of patrons at the establishments entrance or patrol the exterior of the licensed premises. If for any reason the officer has to enter the licensed premises, he/she shall prior to entry radio the dispatcher and advise as to the reason for his/her entry.
5. All officers working special details at licensed establishments shall, at the end of the special detail report back to the Police Station in person and advise the officer in charge that the detail has ended.
6. Any officer working a special detail at a licensed establishment shall at all times during the course of the special detail be subject to the Rules and Regulations of the Narragansett Police Department.

SECTION XII

### COURT ATTENDANCE

All off duty employees who are called for court attendance shall be compensated at the rate of time and one-half of said employee's regular rate of pay, with a four (4) hour minimum. Court time shall be defined as necessary appearances before courts resulting from official action.

In consideration of remuneration of court appearances as provided herein, all witness fees, travel fees and court fees received by any member of the Police Department as a result of a court appearance arising out of the performance of his/her duties as a police officer shall be signed over to the Town of Narragansett.

### SECTION XIII

#### CALL BACK PAY

- A. After having left work, all employees with the exception of the Police Chief and the Deputy Chief of Police who are called back to duty shall be compensated for at least four (4) hours, provided, however, that an employee called back less than four hours prior to his/her scheduled tour of duty shall be paid only for those hours remaining until his/her regular tour commences. Officers called back to duty for the purpose of breathalyzer recertification shall be compensated at least two (2) hours pay.
  
- B. Nothing herein contained shall prevent the Director of Public Safety or Chief of Police from calling a staff meeting of any and all members above the rank of patrolman for the purpose of discussing general departmental procedure and planning; provided, however, that such meeting occur no more than once each month and for a period of no more that two (2) hours at any one time; and further provided that such meeting shall not be part of the personal grievance procedure set forth hereinafter in this Agreement. Attendance at such meetings are mandated

except for officers on approved leave. Officers who are off duty and attend said staff meeting shall be compensated for at least two (2) hours pay.

- C. Range officers shall receive call back pay for qualifying members when they do so outside of the normal work schedule.
- D. When a member is scheduled for official spring time qualification and does so on his normal time off, he/she shall be compensated for said time at overtime rate of pay for the actual hours attending to the nearest hour. When a member is scheduled for official fall time qualifications and does so on his normal time off, he/she shall be compensated for said time at straight time for the actual hours attending to the nearest hour.

SECTION XIV

PAID HOLIDAYS

- A. The following holidays shall be paid holidays for all members of the Police Department:

New Year's Day	Victory Day
Martin Luther King Jr. Day	Labor Day
Presidents Day	Columbus Day
Easter Sunday	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Eve (1/2 day)
Fourth of July	Christmas Day

Holiday pay shall be one-fifth (1/5) of employee's base weekly salary and shall be

paid to each officer over and above his/her weekly salary for those members who do not work the holiday. Effective July 1, 2017, holiday pay shall be one-fourth (1/4) of employee's base weekly salary and shall be paid to each officer over and above his/her weekly salary for those members who do not work the holiday.

- B. A proclamation of a national holiday by the President of the United States or the proclamation of a State holiday by the Governor of the State of Rhode Island shall be considered to be a paid holiday in accordance with this section.
- C. If a member is required to work any of the aforementioned holidays, he will receive, in addition to his/her regular day's pay, time and a half for those hours actually worked on said holiday, not to exceed the total sum of double time and one-half.
- D. If a member works the third shift on December 24th or the third shift on December 31st, he/she will receive an additional one half days pay for those hours actually worked.

#### SECTION XV

#### VACATIONS

All employees of the Police Department shall be entitled to accumulate such vacation as set forth in this section.

- A. Upon completion of one (1) year of service and up to five (5) years of service, employees shall be entitled to twelve (12) days vacation.

Upon completion of five (5) years of service and up to ten (10) years of service, employees shall be entitled to sixteen (16) days vacation.

Upon completion of ten (10) years of service and up to fifteen (15) years of

service, employees shall be entitled to twenty-two (22) days vacation.

Upon completion of fifteen (15) years of service, employees shall be entitled to twenty-four (24) days vacation plus one (1) day per year thereafter to a maximum of 28 days.

- B. Vacations are to be taken on a twelve-month basis in accordance with Section VII. Vacations shall be granted according to rank, then seniority, with the exception of one (1) day vacation picks.
  - 1. One and two day vacations may be taken on holidays and the days before and after a holiday on Columbus Day, Presidents Day, Veterans Day, Victory Day, Martin Luther King Jr. Day, Easter Sunday, and Labor Day. All other holidays require the approval of the Chief of Police or his designee and adequate staffing.
  - 2. The summer period is defined as Memorial Day through Labor Day.
- C. Earned vacation should be used in twelve (12) month period following the anniversary date on which it is earned. An employee may carry forward up to (10) days of unused vacation from one year to the next.
- D. An officer requesting vacation ninety (90) days before its commencement must notify all members of his/her assigned shift who are senior to him/her, of his/her intended vacation dates. Upon notification to the senior officers within ninety (90) days of the commencement of vacation, the officers vacation plans cannot be displaced by those of a superior or senior officer.
- E. When a member requests and is granted vacation time, it shall be posted by the shift commander in a conspicuous place designated for such purpose.

- F. In the event of death, vacation days due a member will be paid to the widow or beneficiary.
- G. Between September 16 and June 30 of each year, with the approval of the Chief, such approval to not be unreasonably withheld, two officers from the same shift may be on vacation or personal leave at the same time.

Between July 1 and September 15 of each year, with the approval of the Chief, such approval to not be unreasonably withheld, two officers from the same shift may be on vacation or personal leave at the same time, provided, however, that in the case of the second officer, no such vacation or personal leave shall be approved by the Chief unless the officer has found someone on the Department that has agreed to work the officer's shift during the vacation or personal leave. If the officer does not or cannot find a replacement officer, then the vacation or personal leave shall be automatically denied.

For purposes of this section, officers shall only include patrol personnel and sergeants.

- H. Upon 24 hours' advance notice, and subject to all of the provisions set forth herein, an employee, with the approval of his/her supervisor, may discharge vacation leave in four (4) hour intervals.

#### SECTION XVI

#### HEALTH AND WELFARE

- A. All employees of the Police Department shall be covered by the Blue Cross Healthmate Coast to Coast Plan with \$100.00 emergency room provision as described in Exhibit A attached hereto, or equivalent services offered by United Health Plans of New England. Effective July 1, 2013, all new hires of the Police Department shall be covered by the Blue Cross Healthmate Coast-to-Coast 250

Plan with the \$7/\$25/\$40/\$65 prescription rider described in Exhibit B, attached hereto. The plans mentioned above shall cover all members of the employee's immediate family. Immediate family includes spouse and/or children as defined by the plan.

Effective January 1, 2017, all members who are not currently enrolled in the Blue Cross Healthmate 250 deductible health plan with a 20% Rx rider shall be enrolled in the plan. Those who are currently enrolled shall also have a 20% Rx rider effective January 1, 2017, as described in Exhibit B.

The co-share cost of these plans shall be as follows. July 1, 2016, 85% of the cost of the plan shall be paid for by the Town and 15% of the cost shall be paid for by the employee.

July 1, 2017, 83% of the cost of the plan shall be paid for by the Town and 17% of the cost shall be paid for by the employee.

July 1, 2018, 80% of the cost of the plan shall be paid for by the Town and 20% of the cost shall be paid for by the employee.

- B. All employees who retire after July 1, 1988 shall continue to receive the same level of health coverage continuously after retirement with the obligation of payment to be borne by the Town of Narragansett. Such health coverage shall mean the same health coverage provided for the members of the Police Department, including health coverage, dental coverage and life insurance coverage. Said coverage shall be for the employee and his/her spouse.

All employees who retire after January 1, 2010 shall be required to contribute 2% of their monthly pension payment toward the cost of their healthcare, with the remainder of the cost to be borne by the Town. All employees who retire after January 1, 2011 shall be required to contribute 5% of their monthly pension payment toward the cost of their healthcare, with the remainder of the cost to be borne by the Town. All employees who retire after July 1, 2013 shall pay fifteen (15%) percent of the cost of the plan and the Town shall pay eighty-five (85%) of



the plan cost.

If the employee chooses to be covered by a family plan after retirement, then said employee shall be responsible for the additional cost in premium for the family plan. Said employee shall authorize the Town to deduct said additional premium directly from the employee's pension payment.

Effective July 1, 2013, any current employee who retires shall upon attaining the age of 65 be enrolled in Medicare Plan with the addition of Parts B and D (Prescription Plan being the three tier option, \$7/\$25/\$40), with an additional policy to be provided for the spouse, if needed. This coverage shall be totally paid for by the Town.

For those employees hired after July 1, 2013, upon attaining age 65 the Town will no longer be required to provide healthcare coverage or Medicare Parts B and D.

- C. The Town shall provide to all probationary and bargaining unit members a group term policy in the amount of Fifty Thousand (\$50,000) Dollars.
- D. The employees of the Police Department shall be covered by Delta Dental Benefits with Levels I, II, III, and IV, Family coverage. For all employees hired before July 1, 1995, the costs for this coverage are to be borne by the Town of Narragansett. Effective January 1, 2008, for all employees hired before July 1, 1995, 95% of the cost of the plan shall be paid for by the Town and 5% of the cost shall be paid for by the employee through regular payroll deductions. Effective July 1, 2008, 90% of the cost of the plan shall be paid for by the Town and 10% shall be paid for by the employee. Effective January 1, 2009 85% of the cost of the plan shall be paid for by the Town and 15% shall be paid for by the employee. Effective July 1, 2007, for all employees hired on or after July 1, 1995, 85% of the cost of the plan shall be paid for by the Town and 15% shall be paid for by the employee through regular payroll deductions. Effective July 1, 2022, for all current and future employees, 80% of the cost of the dental plan shall be paid for

by the Town and 20% shall be paid for by the employee through regular payroll deductions. A summary of Delta Dental Benefits is attached as Exhibit C.

- E. The Town may substitute equal alternative coverage for any or all of the insurance programs described in this Section after discussion with the Union and upon approval of the Union, which approval shall not be unreasonably withheld.
  
- F. Upon presentation of proof of alternative health care coverage pursuant to a non-Town paid plan, employees eligible for paid health care insurance under this Agreement may choose not to be covered under the Town's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive sixty percent (60%) of the Town's cost for family plan coverage for each full contract year in which they are not covered for family coverage and those dropping individual coverage, the compensation shall be sixty percent (60%) of the Town's cost for individual coverage for each full contract year of noncoverage by a Town plan. Effective July 1, 2017, for those officers who choose to opt out of either family or individual coverage, the buyback shall be at fifty percent (50%) of the Town's cost for each full contract year of noncoverage by the Town Plan. Effective July 1, 2019 for those officers who choose to opt out of either a family plan, two-person family plan, or individual plan making this choice shall receive fifty percent (50%) of the Town's cost for each full contract year of non-coverage by the Town Plan. Employees opting out before December 1, 1995 shall be granted a pro rata payment for the 1995-96 contract year. For each year in which the employee opts out under this Section, he/she shall receive no coverage pursuant to this Article, except that employees may opt back into the Plan in the event of a Major Life Event causing loss of alternative coverage, such as death or loss of employment of a spouse. Payments to employees under this provision shall be made quarterly, in arrears. If an employee has opted back into Town coverage during the course of a contract year, he/she shall be entitled to pro rata payment under this Section for that year. Payment by the Town shall be based upon the cost

to the Town of the Plan the employee was enrolled in prior to opting out. Eligible employees must notify the Town of their election no later than June 30, excepting FY 95-96.

Effective July 1, 2013, any member who retires and has alternate coverage through a spouse's plan shall be required to enroll in said plan providing that the spouse's plan is equal or better than the plan provided by the Town of Narragansett. In the event that a retiree's alternate healthcare plan becomes unavailable to the retiree, the Town will reinstate the retiree's healthcare benefits through the Town's plan. Effective July 1, 2017, all new retirees enrolled in either a family plan, two-person family plan, or individual plan making this choice shall receive 50% of the cost of the plan.

#### SECTION XVII

##### SICK LEAVE

- A. All employees of the Police Department shall be entitled to one and one-half (1 1/2) days sick leave per month accumulative to one hundred eighty (180) days. A physician's certificate may be requested by a department head or administrative authority when he deems it advisable.
  
- B. Upon official notification of retirement or the death of a member covered by this agreement, he/she shall be compensated for one hundred percent (100%) of his/her accumulated sick leave in a lump sum or one hundred percent (100%) of his/her sick leave if he/she elects to take this accumulated sick leave in time off prior to the day of retirement. In the event of death, either option may be granted to the next of kin.
  
- C. Whenever injury occurs while on duty, the police officer involved shall, as soon as possible after knowledge of the same, cause notice to be given to the officer in charge, and the Chief of Police may require at any time a certificate from the

officer's attending physician concerning such injury.

- D. The Town will buy back all accredited accumulated sick days in excess of one hundred eighty (180) days at the rate of one-fifth (1/5) of the employees present weekly rate of pay for each credited accumulated sick day over one hundred eighty (180) days during the first pay period of December of each year the maximum is achieved.
- E. Prior to taking any outside employment (part time), said member shall, in writing, waive any and all claims for sick leave compensation or any other non-accrued benefit arising by reason of the fact that such disability occurred while he/she was engaged in said part-time employment.
- F. All outside employment not assigned by the department will require the officer to submit in writing the nature of said employment.
- G. Whenever a member elects to be compensated for 100% of his/her accumulated sick leave prior to the effective date of his/her retirement, said employee shall be considered retired on the date he/she leaves, and shall be replaced on the roster as soon as practicable, provided, however, that if the member is compensated in time off rather than in a lump sum, no further sick, vacation or holiday leave shall accrue during this period, and the member's last day of work shall be the effective date of retirement.
- H. All sick leave shall be accounted for on an hourly basis.

#### SECTION XVIII

##### SICKNESS OR INJURY

- A. Members of the Police Department who become sick or injured in the line of duty shall receive full salary while their incapacity exists, subject to applicable

provisions of State Law. For sickness or injury in the line of duty, all medical and/or hospital expenses shall be paid by the Town of Narragansett.

- B. The Town of Narragansett hereby agrees to pay all expenses for inoculation or immunization shots for employee covered by this agreement and members of their family residing in their household when such becomes necessary as a result of said employee's exposure to disease when said employee has been exposed to said disease in the line of duty.
- C. DISABILITY: Commencing July 1, 1987, any member of the Police Department who becomes injured and remains away from their regular employment as a police officer for a period of eighteen (18) consecutive months due to becoming wholly or partially incapacitated by reason of injuries incurred or sickness contracted during the performance of their duties, shall at the expiration of the eighteen (18) consecutive months, return to duty within thirty (30) calendar days thereafter or shall be deemed physically unfit for duty and therefore unable to return to his/her respective duties as a police officer. Such persons who shall not return to duty within thirty (30) calendar days as aforesaid shall immediately be placed upon a retirement list to be considered by the pension board for retirement and shall receive benefits based upon provisions of the Town Pension Ordinance or Chapter 1666 of the Public Laws passed at the January session in 1945, or applicable contractual benefits afforded under the Collective Bargaining Agreement, whichever may be applicable to the particular department member. The period of return may be waived if a physician's certificate indicates the officer will be able to return within a period in excess of eighteen (18) months.

#### SECTION XIX

#### LEAVE

- A. BEREAVEMENT LEAVE: All employees of the Police Department shall be granted bereavement leave for a maximum of ten (10) days for the death of a spouse or dependent child, five (5) days for the death of a non-dependent child, and three (3) days for a death in the immediate family. Immediate family is defined for the purpose of this section to be: parents, grandparents to any degree, brother, sister and including foster and step relations of the same degree of kinship, and mother and father-in-law.

All employees of the Police Department shall be granted bereavement leave for the maximum of one (1) day for the death of a relative to permit attendance at the funeral. Relatives shall be defined for the purpose of this section to be: aunts, uncles, cousins, great grandparents, ex-spouses, immediate family members of spouse, and any other relatives of spouse as defined in this section.

- B. PERSONAL LEAVE: Personal leave of three (3) days with pay in any one calendar year may be granted with the approval of the Chief of Police and Public Safety Director. Such leave shall not be charged to sick leave, nor construed as additional vacation time. In the event an employee does not use any sick leave days within a six (6) month period commencing July 1 through December 31, and then January 1 through June 30 of each fiscal year, he/she shall be granted one (1) additional personal day off for each such period, to be taken at his/her discretion.

- C. LEAVE OF ABSENCE: Upon written application, an employee may be granted leave of absence, at the discretion of the Chief of Police and Public Safety Director, not to exceed nine (9) months for reason of personal illness, illness in the immediate family, disability, or for the purpose of furthering an employee's education or training skills related to his/her employment. The Town may require substantiation of any leave of absence or request for leave of absence.

It is understood that a replacement for a member on leave of absence need not be a regular member of the Department. Upon returning to work, such employee will

be placed in his/her former job. Seniority held at the start of a leave of absence shall continue to accrue as if the leave of absence was considered as time worked. Cost of selected health care coverage to be retained by the member while on leave of absence to the Town of Narragansett during the time of absence.

The period of a leave of absence shall not be considered as time worked or as service with the Town in meaning of any of the other provisions of this Agreement except as provided in the pension ordinance. No employee on leave of absence may take employment with the Town while on leave of absence.

- D. An employee of the department who fails to return to duty at the time specified on his/her request for leave shall be considered to have resigned from the Town service in the absence of extenuating circumstances.
  
- E. MATERNITY LEAVE: A police officer who is pregnant shall receive no special treatment. Any police officer who is pregnant shall receive any and all benefits provided for in the Collective Bargaining Agreement including but not limited to Section XIX, Paragraph C.

#### SECTION XX

##### CLOTHING ALLOWANCE

- A. Initial clothing allowance shall be granted to all new members of the Police Department. The Town of Narragansett shall replace and/or repair all clothing normally worn by employees in their regular duties when said clothing is destroyed or damaged in the course of said employee's duties.

Employees required to wear uniforms during the performance of their normal duties shall be allowed to have the uniforms cleaned at a maximum rate of three (3) full sets per week with the expense to be borne by the Town of Narragansett.

New members of the department shall receive a sufficient allotment of clothing to complete the fiscal year in progress, and will be provided a full clothing allowance at the start of the next fiscal year.

Commencing July 1, 2022, a total clothing allowance of \$1,200.00 shall be provided to each permanent member for the purchase of uniform clothing and/or authorized equipment. Payment of the clothing allowance shall be paid in the third full pay period in August in one payment.

Any member assigned to Investigative Division, and who, wear civilian clothes in the performance of their duties, shall be allowed to have any and all civilian clothing cleaned, which is worn in the performance of their duties. Total cleaning for fiscal year not to exceed \$200.00 allotment.

- C. Police Reserves shall wear name tags designating them as "Police Reserves".
- D. The Department may demand and receive proof that clothing items purchased by an officer were in fact not civilian clothing in the case of a uniform officer, with the exception of that portion of the allowance provided for the purchase of civilian clothes for court attendance or plain clothes assignments. All equipment and uniforms purchased by the Town remain the property of the Town and shall be returned upon the request of the Departmental Head.
- E. Employees shall have the right to have their clothing purchase packages delivered to the Purchasing Office at the Town Hall.
- F. The Town shall only be obligated to issue one purchase order per month to each vendor of clothing or equipment which may be ordered by the employees.

#### SECTION XXI

#### FALSE ARREST INSURANCE



The Town of Narragansett agrees to insure all employees of the Police Department against civil suit involving a charge of "false arrest." Expense of said insurance to be borne by the Town of Narragansett.

LEGAL ASSISTANCE AND INDEMNIFICATION

In the event any employee covered by this agreement is sued in any civil proceedings as a result of actions performed by said employee in the performance of his/her duty as an employee of the Narragansett Police Department, The Town of Narragansett agrees to provide such employee with all necessary legal assistance as provided by Group Prepaid Legal Services of Rhode Island, and further agrees to pay any judgement rendered against such employee in any such proceedings.

This Section shall not apply to conduct of an employee which is willful, deliberate or beyond the scope of his employment.

SECTION XXII

SALARIES

Effective July 1, 2007 the parties agree to create a new 6<sup>th</sup> Year Patrolman step and the current ten (10) percent differential between the ranks shall remain in effect for Sergeant, Lieutenant, and Captain.

Members of the Police Department shall receive salary increases as follows:

Effective July 1, 2022 a 3.00% salary increase

Effective July 1, 2023 a 3.00% salary increase

Effective July 1, 2024 a 3.00% salary increase

Salaries for employees of the Police Department for the period from July 1, 2022 through June 30, 2023 shall be as follows (3.00%):

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Probationary Ptlm	\$26.12	\$1,005.65	\$52,293.84
2nd Year	\$29.33	\$1,129.37	\$58,727.47
3rd Year	\$34.02	\$1,309.80	\$68,109.84
5th Year	\$37.50	\$1,443.84	\$75,079.60
6th Year	\$38.23	\$1,471.99	\$76,543.67
Sergeant	\$42.08	\$1,619.91	\$84,235.15
Lieutenant	\$46.28	\$1,781.70	\$92,648.36
Captain	\$50.91	\$1,960.15	\$101,927.63

Salaries for employees of the Police Department for the period from July 1, 2023 through June 30, 2024 shall be as follows (3.00%):

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Probationary Ptlm	\$26.90	\$1,035.82	\$53,862.66
2nd Year	\$30.21	\$1,163.26	\$60,489.29
3rd Year	\$35.04	\$1,349.10	\$70,153.14
5th Year	\$38.63	\$1,487.15	\$77,331.99
6th Year	\$39.38	\$1,516.15	\$78,839.98
Sergeant	\$43.34	\$1,668.50	\$86,762.21
Lieutenant	\$47.67	\$1,835.15	\$95,427.81
Captain	\$52.44	\$2,018.95	\$104,985.45

Salaries for employees of the Police Department for the period from July 1, 2024 through June 30, 2024 shall be as follows (3.00%):

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Probationary Ptlm	\$27.71	\$1,066.89	\$55,478.54
2nd Year	\$31.12	\$1,198.15	\$62,303.97
3rd Year	\$36.09	\$1,389.57	\$72,257.73
5th Year	\$39.79	\$1,531.77	\$79,651.95
6th Year	\$40.56	\$1,561.64	\$81,205.18
Sergeant	\$44.64	\$1,718.56	\$89,365.07
Lieutenant	\$49.10	\$1,890.20	\$98,290.64
Captain	\$54.01	\$2,079.52	\$108,135.02

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

SHIFT DIFFERENTIAL PAY

Commencing July 1, 1988 all members who are assigned to work the following work schedule shall receive a shift differential pay in addition to his/her regular rate of pay:

3:00 p.m. to 11:00 p.m. shift	25 cents per hour
7:00 p.m. to 3:00 a.m. shift	35 cents per hour
11:00 p.m. to 7:00 a.m. shift	50 cents per hour

Canine Officer Specialist Differential Pay

Commencing July 1, 2022 all members who are assigned as a Canine Officer Specialist shall receive a "Specialist's" differential pay in the amount of one (1%) percent more than his/her regular rate of pay.

Detectives Differential Pay.

Commencing July 1, 2001 all members who are assigned to work the Detective Division shall receive a detective's differential pay in the amount of eight (8) percent more than his/her

regular rate of pay.

Effective July 1, 2022 through June 30, 2023 salaries for Detectives shall be (3.00%):

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Detective Patrolman	\$41.29	\$1,589.77	\$82,667.99
Detective Sergeant	\$45.43	\$1,749.18	\$90,957.47
Detective Lieutenant	\$49.98	\$1,924.06	\$100,051.15

Effective July 1, 2023 through June 30, 2024 salaries for Detectives shall be (3.00%):

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Detective Patrolman	\$42.53	\$1,637.46	\$85,148.02
Detective Sergeant	\$46.80	\$1,801.66	\$93,686.19
Detective Lieutenant	\$51.47	\$1,981.78	\$103,052.69

Effective July 1, 2024 through June 30, 2025 salaries for Detectives shall be (3.00%):

RANK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Detective Patrolman	\$43.81	\$1,686.59	\$87,702.47
Detective Sergeant	\$48.20	\$1,855.71	\$96,496.78
Detective Lieutenant	\$53.02	\$2,041.24	\$106,144.27

#### LONGEVITY

- A. Longevity shall be for all employees of the Narragansett Police Department who have more than three (3) years of service with the Department. They shall receive longevity at the increment rates prescribed in the Longevity table. The Weekly Longevity Increment is a percentage of weekly base pay. Longevity pay shall be added to their weekly pay up to a maximum of thirty (30) years. The Longevity Table is as follows:

Years of Service Completed	Weekly Longevity Increment	Years of Service Completed	Weekly Longevity Increment
3	1.0%	17	8.0%
4	1.5%	18	8.5%
5	2.0%	19	9.0%
6	2.5%	20	9.5%
7	3.0%	21	10.0%
8	3.5%	22	10.5%
9	4.0%	23	11.0%
10	4.5%	24	11.5%
11	5.0%	25	12.0%
12	5.5%	26	12.5%
13	6.0%	27	13.0%
14	6.5%	28	13.5%
15	7.0%	29	14.0%
16	7.5%	30	14.5%

- B. At all times there shall be an officer of at least the rank of Sergeant on each of the three (3) shifts as defined in Paragraph Two of Section IX entitled HOURS of this Agreement. However, when a Sergeant's list is in existence, the top candidate from the list may be assigned to the tour of duty as pre-promotional training. No candidate for promotion shall be subject to temporary transfer to fill an open position caused by the absence of a ranking officer or sergeant unless written agreement by the Executive Board is submitted to the Chief and is agreed to.

SECTION XXIII

GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or difference of opinion raised by an officer, or group of officers, covered by this agreement against the department involving as to his/her the meaning, interpretation or application of the express provisions of this Agreement. Said grievance shall be processed in accordance with the following procedure:

- A. When an employee feels that he has a grievance, he/she shall bring it in writing to the attention of the steward of the Union within 48 hours of its occurrence or the employee's knowledge of the alleged grievance in order to determine the justification of the complaint.
  
- B. If the steward feels there is justification in the complaint, he/she shall appoint a representative to arrange a meeting within five (5) calendar days from the date in which he/she received written notification of the alleged grievance, with the Chief of Police, or in the absence of the Chief of Police, the Director of Public Safety. If the Union is not satisfied with the written decision of the Chief of Police, the grievance may be brought in writing to the attention of the Town Manager within five (5) work days after a decision is handed down by the Chief of Police. The Town Manager shall discuss the grievance within five (5) work days with the Union at a time which is mutually agreeable to the parties. If no settlement is reached, the Town Manager shall give his written answer to the Union within five (5) work days following their meeting.
  
- C. In the event that the grievance cannot be satisfactorily settled between the representatives of the Union and the Chief of Police and the Public Safety Director within five (5) days, the matter shall be referred to the Personnel Board of Appeals.
  
- D. If the grievance is not settled in accordance with the foregoing procedure, the Union or the Town shall refer the Grievance to binding arbitration as set forth hereinafter.

SECTION XXIV

ARBITRATION

Within five (5) days from the expiration of the period set forth in Section XXIII, the Town and the Union shall appoint an arbitrator to represent them, and each shall notify the other of the name of the person so designated by it as its representative, who shall meet and appoint a third disinterested person who shall act as Chairman of the Board of Arbitrators. In the event the two representatives cannot agree upon the third disinterested person within five (5) days, then they shall request the assignment of an arbitrator by the American Arbitration Association, or other mutually agreed upon agency.

- A. In all cases involving a grievance which is submitted to the Arbitration Board, the individual or individuals having the grievance shall be required to attend and present his/her grievance. Such individual or individuals shall further be entitled to representation by legal counsel of his/her own choosing.

The arbitration panel shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The panel shall only consider in making a decision with respect to the specific grievance submitted, and shall have no authority to make a decision on any other grievance not so submitted to them. In the event the arbitration panel finds violations of the terms of this Agreement, they shall fashion an appropriate remedy. A decision handed down by a majority of the arbitration panel shall be final and binding upon the parties thereto. The panel shall submit in writing their decision within 30 calendar days following the close of the hearing. All costs and expenses of the impartial arbitrator shall be shared equally by the parties thereto.

#### SECTION XXV

#### NO STRIKE CLAUSE

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the grievance procedure herein set forth, Local 303, International Brotherhood of Police Officers, for itself and all employees covered by this agreement, shall have it known that it agrees that no employee covered by this agreement

shall have any right to engage in any work stoppage, slowdown or strike. It will immediately notify such employees so engaged in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike shall be subject to immediate dismissal by the Town of Narragansett without any right to any of the benefits provided for under this Agreement.

#### SECTION XXVI

#### PENSIONS

- A. The Town has provided a pension under Chapter 16 of the Codified Ordinances of the Town of Narragansett (the Town Pension Ordinance) as enacted on August 29, 1977 for all employees covered by this agreement, the benefits of which are set forth in said Town Pension Ordinance as of the date of enactment, except as the same may be hereinafter amended.
- B. Effective on July 1, 1992 any employee covered by this Agreement who is not eligible to participate under Section 1666 of the Public Laws shall pay eight (8%) percent of their weekly pay as a contribution to the Town Pension Plan referred to in paragraph "A". Effective July 1, 2013, all employees covered by this Agreement shall pay ten (10%) percent of their weekly pay as a contribution to the Town Pension Plan referred to in paragraph "A". For the purpose of this section, weekly pay is defined as base pay, holiday pay, and longevity. Effective July 1, 2014, the contribution shall increase to eleven (11%) percent.
- C. The Town Pension Ordinance will be amended by allowing Narragansett Police Officers to retire after the completion of twenty (20) years of service, regardless of age, effective July 1, 1991. Effective July 1, 2013, new hires shall be allowed to retire after twenty-five (25) years of service, regardless of age. For new hires, pension accrual for years of service will be two (2%) percent per year. Current employees will continue to receive two and one-half (2½) percent per year.
- D. Any new members of the Police Department shall be informed by an officer of the



Local about the Town Pension Plan referred in paragraph 'A' within thirty days of employment.

- E. Employees shall be allowed to purchase, subject to the existing rules and requirements, up to a maximum of four (4) years of continuous active duty military service time. Employees shall furnish the Town with his or her DD214.
- F. Effective July 1, 2002, all employees who retire will receive a cost of living allowance. The Town of Narragansett Pension Ordinance will be amended to provide a cost of living allowance (COLA) as follows:

Subject to the requirements set forth below, all members who retire after July 1, 2002 shall be entitled to receive a three (3) percent compounded COLA applied to their pension payment, on July 1 of each year, as computed on their applicable base salary for pension purposes. All members shall receive the above mentioned three (3) percent compounded COLA upon reaching five (5) years of retirement, or when the member attains the age of fifty-two (52), whichever comes first.

Effective July 1, 2013, new hires shall receive a three (3%) percent simple COLA in accordance with the procedure set forth above.

- G. Effective July 1, 2013, the provisions of the above listed paragraph F, the cost of living allowance, will be suspended for eight (8) years, ending on June 30, 2021. Effective July 1, 2021, the provisions of paragraph F shall once again commence.
- H. When calculating an employee's pension benefit, the benefit shall be based on the employee's weekly pay, which is defined as base pay, holiday pay, and longevity.

SECTION XXVII

MISCELLANEOUS

- A. The Town of Narragansett shall make available to all permanent members of the Police Department one box (50 rounds) of target ammunition, reloads, per month per person for the months of April through and including October, a total of three hundred fifty (350) rounds.
- B. All schools and/or training classes which are available for members to attend without compensation shall be posted.
- C. Prohibited Practices: Any practice which evidences a lack of good faith in bargaining and contract administration.
- D. The Chief of Police shall determine what type of ammunition will be supplied and used by the Police Department members.
- E. All members shall be trained in the firing and use of all issued weapons and shotguns in the department arsenal on a yearly basis. Any rules and regulations governing the use of any weapon shall be determined by the Chief of Police.
- F. Any officer of the same rank may, at the discretion of the Chief of Police and upon at least twenty-four hours' notice, arrange to mutually switch with another regular member of the same rank, an eight (8) hour shift for an eight (8) hour shift. No such shift switch shall be approved if it shall create a change in working conditions such that the so-called 4-2 work week provided for above becomes a 2-4 workweek. Additionally, there shall be no consecutive workweeks of 3 days on followed by 3 days off for the same officer(s) created by means of mutual switches. The Chief may at his discretion waive the requirements of this article and allow for a 3-3 or 2-4 workweek for a specified amount of time when an officer has a documented personal dilemma resulting from a serious illness by a family member or is attending law enforcement college course requirements for which no other arrangements or course scheduling can be made.
- G. PERSONAL PROPERTY: When a member of the Narragansett Police

Department covered by this Agreement shall, in the line of duty and without fault or negligence on the part of the employee, have prescription glasses or a watch lost, damaged or destroyed, he/she shall have said item repaired within 45 days from the date of loss or damage claim is submitted to the Chief of Police. If the items in question is deemed non-repairable or lost, then the item shall be replaced with a similar model of equal value, or one equal thereto of another brand, provided said member submits proof of purchase for the value stated in the form of a receipted sales slip from the vendor thereto to the Chief of Police so as to establish the true value and model of the item or items in question. Final determination as to the value and decision as to repair or replacement shall be the responsibility of the Chief of Police, whose final decision in the matter of claims shall be binding and final on all parties involved thereto, subject to maximum dollar limitations as set forth below and provided that said replacement is not covered by other applicable insurance policies.

MAXIMUM DOLLAR LIMITATIONS

Prescription Eyeglasses

Replacement Cost

Wrist Watches

Replac

- H. Reserve Officer: Reserve Officers of the Narragansett Police Department shall not be assigned as a Primary Officer to patrol any sector while alone.
- I. The shift commander for each shift shall be responsible for determining the uniform of the day for all uniformed officers.
- J. The Town agrees to notify the Union prior to the installation of any video or audio equipment that's placed in police vehicles or the police station.

K. KILLED IN THE LINE OF DUTY

The Town agrees to pay funeral and burial expenses up to a maximum of Twenty

Thousand (\$20,000) Dollars of any member of the bargaining unit who is killed in the line of duty. In addition, the spouse of an officer killed in the line of duty shall continue to receive medical insurance, individual or family (if there are surviving children) as may be needed, the Town paying the full cost thereof. The spouse shall continue to receive this benefit until age 65, or unless he/she remarries prior. Dependent children shall continue to receive said benefit in accordance with the collective bargaining agreement.

L. LIGHT DUTY POLICY

An injured officer, an officer out sick, or an officer who is temporarily disabled in any circumstance as a result of an on the job injury where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, shall be required to work light duty status. An injured officer, an officer out sick, or an officer who is temporarily disabled in any circumstance as a result of a non on the job injury where he/she is not confined to his/her home and where he/she is determined capable of performing light duty assignments, may choose to work light duty. Provided the following holds true for both on duty and off duty temporary disabilities:

1. Capability to perform light duty shall be determined by the officer's physician.
2. An officer may request from the Chief of Police to be placed on light duty. However, prior to reporting to light duty, the officer must be informed in writing of the type of work he/she must do while on light duty. The officer's physician will use this work description to determine the officer's eligibility for light duty.
3. Light duty assignments shall in no way impede the officer's recovery. The officer shall have no contact with arrestees while on light duty.
4. While on light duty, the officer shall be assigned to his/her regular shift unless there is medical necessity for the officer to be assigned to another shift. The officer's dress will be business casual. Whether or not the officer

is capable of carrying his/her service weapon will be determined by his/her physician.

5. No officer shall be required to leave the station while on light duty.
6. The officer must be granted time off for doctor's visits or therapy.
7. All light duty assignments are strictly temporary in nature and shall not exceed eighteen (18) consecutive months.
8. Officers on temporary light duty are prohibited from engaging in outside employment, if such employment would impede the officer's recovery.
9. Officers will be allowed to appear in court if cleared to do so by their attending physician.
10. Temporary light duty in no way will restrict the officer from exercising his/her rights under the Federal Medical Leave Act or the Rhode Island Parental and Family Medical Leave Act.
11. It is not the intent of this section to in any way circumvent the terms of the R.I.G.L. 45-19-1, as amended.

M. DEPUTY CHIEF'S POSITION

All promotions to the rank of Deputy Chief shall be made in accordance with the procedures set forth in Exhibit D.

SECTION XXVIII

TERMINATION AND LEGALITY CLAUSES

If any provisions of this Agreement are subsequently declared to be unlawful, unenforceable or not in accordance with applicable statutes law, ordinances, regulations of the United States of America and/or the State of Rhode Island, then all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within 30 days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.


SECTION XXIX


DURATION CLAUSE

This agreement except as set forth below shall remain in effect until June 30, 2025, unless renegotiated or modified by mutual agreement.

  
\_\_\_\_\_  
TOWN MANAGER

  
\_\_\_\_\_  
PRESIDENT, IBPO LOCAL 303

  
\_\_\_\_\_  
TOWN COUNCIL PRESIDENT

  
\_\_\_\_\_  
VICE PRESIDENT, IBPO  
LOCAL 303

Approved as to form:

  
\_\_\_\_\_  
TOWN SOLICITOR

Exhibit A

Town of Narragansett - #01002469 - 0005, 0007, 0009, 0010, 0011 (\$250 Ded)

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Coverage for: See below Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-639-2227 or (401) 459-5000 or TDD 711 or visit us at [www.BCERSRI.com](http://www.BCERSRI.com). For general definitions of common terms, such as allowed amount, balance billing, coinsurance, co-payment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-639-2227 or TDD 711 to request a copy.

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



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	\$15 copay; deductible does not apply per visit	20% coinsurance	None
	Specialist visit	\$25 copay; deductible does not apply per visit	20% coinsurance	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge; deductible does not apply	20% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit <a href="http://www.Caremark.com">www.Caremark.com</a>
<b>If you have a test</b>	Diagnostic test (x-ray, blood work)	No Charge; deductible does not apply	20% coinsurance	Prescription is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance	
<b>If you need drugs to treat your illness or condition</b>  More information about <b>prescription drug coverage</b> is available at <a href="http://www.Caremark.com">www.Caremark.com</a> .	Tier 1 generic drugs	20% Coinsurance (Retail and Mail Order); deductible does not apply	Not Covered	CVS Health administers the Pharmacy benefit. All specialty and some non-specialty medications require a Prior Authorization before being dispensed. Frequency of fills are as follows: 30 days for retail; 90 days for mail; 30 days for Specialty. Infertility drugs: 20% coinsurance; deductible does not apply
	Tier 2 preferred brand name drugs	20% Coinsurance (Retail and Mail Order); deductible does not apply	Not Covered	
	Tier 3 non-preferred brand name drugs	20% Coinsurance (Retail and Mail Order); deductible does not apply	Not Covered	
	Tier 4 specialty prescription drugs	20% Coinsurance (CVS Specialty Pharmacy only); deductible does not apply	Not Covered	



Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is recommended. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Physician/surgeon fees	No Charge	20% coinsurance	
<b>If you need immediate medical attention</b>	Emergency room care	\$100 copay; deductible does not apply per visit	\$100 copay; deductible does not apply per visit	Emergency room: Copay waived if admitted. Air Ambulance: No Charge. Urgent care: Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received.
	Emergency medical transportation	\$50 copay; deductible does not apply per trip	\$50 copay; deductible does not apply per trip	
	Urgent care	\$50 copay; deductible does not apply per urgent care center visit	\$50 copay; deductible does not apply per urgent care center visit	
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	Preauthorization is recommended; 45 day limit at an inpatient rehabilitation facility; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Physician/surgeon fees	No Charge	20% coinsurance	
<b>If you need mental health, behavioral health, or substance abuse services</b>	Outpatient services	\$15 copay; deductible does not apply/office visit No Charge for outpatient services	20% coinsurance/ office visit 20% coinsurance for outpatient services	Preauthorization is recommended for certain services
	Inpatient services	No Charge	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you are pregnant</b>	Office visits	\$25 copay; deductible does not apply per visit	20% coinsurance	Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	
<b>If you need help recovering or have other special health needs</b>	Home health care	No Charge	20% coinsurance	Preauthorization is recommended
	Rehabilitation services	20% coinsurance	20% coinsurance	Services include Physical, Occupational and Speech Therapy; limited to 30 visits each (combined for in and out of network); No charge for services to treat autism spectrum disorder and are not subject to visit limits. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Habilitation services	20% coinsurance	20% coinsurance	Preauthorization is recommended; Custodial care is not covered
	Skilled nursing care	No Charge	20% coinsurance	Preauthorization is recommended for certain services. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Durable medical equipment	20% coinsurance	20% coinsurance	None
	Hospice service	No Charge	20% coinsurance	None
<b>If your child needs dental or eye care</b>	Children's eye exam	\$25 copay; deductible does not apply per visit	20% coinsurance	Limited to one routine eye exam per year.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

**Excluded Services & Other Covered Services:**

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
• Acupuncture	• Dental check-up, ortho	• Routine foot care unless to treat a systemic condition
• Cosmetic surgery	• Glasses, contacts	• Weight loss programs
• Dental care (Adult)	• Long-term care	

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Bariatric Surgery	• Infertility treatment	• Private-duty nursing
• Chiropractic care	• Most coverage provided outside the United States. Contact Customer Service for more information.	• Routine eye care (Adult)
• Hearing aids		

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for us and those agencies is: the plan at 1-800-639-2227 or (401) 459-6000 or TDD 711, state insurance department at (401) 462-9520 or by email at [HealthInquiry@chicr.state.gov](mailto:HealthInquiry@chicr.state.gov), Department of Labor's Employee Benefits Security Administration at 1-866-444-3394 (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform), or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x31585 or [www.ccoio.cms.gov](http://www.ccoio.cms.gov). Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: contact the plan at 1-800-639-2227 or (401) 459-6000 or TDD 711. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-3394 (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your appeal. Contact your state insurance department at (401) 462-9520 or by email at [HealthInquiry@chicr.state.gov](mailto:HealthInquiry@chicr.state.gov).

Does this plan provide Minimum Essential Coverage? **Yes.**

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? **Yes.**

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

**Language Access Services:**

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

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

如果需要中文的帮助，请拨打这个号码 1-800-639-2227.

Dirakhego siika a'fawol ninisingo, kwiligo iciba 1-800-639-2227.

Approximate Coverage Examples:



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

**Peg is Having a Baby**  
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$250
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

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

<b>Total Example Cost</b>	<b>\$12,700</b>
In this example, Peg would pay:	
<i>Cost Sharing</i>	
Deductibles	\$250
Copayments	\$20
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$330</b>

**Managing Joe's type 2 Diabetes**  
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$250
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

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

<b>Total Example Cost</b>	<b>\$5,600</b>
In this example, Joe would pay:	
<i>Cost Sharing</i>	
Deductibles	\$250
Copayments	\$110
Coinsurance	\$390
<i>What isn't covered</i>	
Limits or exclusions	\$20
<b>The total Joe would pay is</b>	<b>\$770</b>

**Mia's Simple Fracture**  
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$250
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

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

<b>Total Example Cost</b>	<b>\$2,800</b>
In this example, Mia would pay:	
<i>Cost Sharing</i>	
Deductibles	\$250
Copayments	\$200
Coinsurance	\$70
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$520</b>

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

# Understanding Your Plan Your Benefit Summary

## TOWN OF NARRAGANSETT

Group Number: 5885-0251

Delta Dental PPO Plus Premier™

Effective: 01/01/2022 - 06/30/2022

This is a summary of benefits. The information shown here is not a guarantee of payment. Refer to the Certificate of Coverage for the full plan terms. The Certificate includes any limitations or exclusions not seen here. For a complete listing of frequencies and limitations go to [www.deltadentalri.com/content/ri/situations-and-limitations](http://www.deltadentalri.com/content/ri/situations-and-limitations). To be covered, services must be dentally necessary and appropriate as per our review guidelines.

**Options Selected**

- Pre-treatment Estimate Recommended
- Prior Authorization Required
- Deductible Applies

**Summary**

- Annual Maximum:** \$1,200
- Elective Orthodontic Lifetime Maximum:** \$1,200
- Maximum Lifetime Cap:** Unlimited
- Max Carry Over:** \$200
- Out of Network Annual:** \$500
- Carry Over Limit:** \$1200
- Individual Deductible:** \$0
- Family Deductible:** \$0

**Dependent Coverage** - Dependents children are covered under their parents up until the end of the year that they turn 19

Procedure	Coverage (%)	Frequency / Limitation
<b>Oral exam</b>	100%	Once per calendar year (provided by a licensed dentist)
<b>Bitewing x-rays</b>	100%	Once per calendar year
<b>Crown</b>	100%	Once every 60 months
<b>Single crown</b>	100%	As required
<b>Clean</b>	100%	Once per calendar year
<b>Fluoride treatment</b>	100%	For children under age 19 once per calendar year
<b>Sealants</b>	100%	For children under age 14, once every 24 months on unresorbed permanent molars
<b>Space maintainers</b>	100%	Once per lifetime for lost deciduous (baby) teeth
<b>Complete dentures</b>	100%	Complete dentures (1) Only one brand benefit only. Pre-coverage for fitting on back teeth. Not plan pay's up to max. would have been paid for out of pocket. Patient is responsible for the fit. Every 24 months and when changing.
<b>Crown over natural teeth, build up, posts and cores</b>	100%	Replacement limited to once every 60 months
<b>Partial denture</b>	100%	Once every 60 months
<b>Root canal therapy on permanent teeth</b>	100%	One procedure per tooth per lifetime



- Pre-treatment Estimate Recommended
- Prior Authorization Required
- Deductible Applies

**Beyond Benefits**

When you visit us as a patient, you can access a wealth of important dental health information and manage your plan by:

- Checking your benefits and claims
- Reviewing your deductibles and maximums
- Using our Find A Dentist tool to find a dentist in your area

**Out of Network Coverage**

You have the freedom to choose any dentist, and it is important to know that your out-of-pocket costs may be higher when you visit a dentist who does not participate in our network. Non-participating dentists have not agreed to accept the Delta Dental allowance as payment in full, so services from an out-of-network dentist may cost you more. You may also have to pay the dentist at the time of service and file a claim yourself. In Rhode Island, one out of 10 dentists participate with us. To find a participating dentist near you, use our Find A Dentist tool at [www.deltadental.com](http://www.deltadental.com)

	Coverage A	Frequency / Limitation
<b>Preventive Services</b>		
Root planing and scaling	80%	Once per quadrant every 24 months
Oral cancer (exam) surgery	80%	Once per quadrant every 36 months (bone grafts are not covered)
Oral prosthetics	80%	Once per site every 36 months
Soft tissue grafts	80%	Once per site every 60 months
Crown lengthening	80%	Once per site (every 60 months)
Periodontal maintenance following active therapy	50%	Two per year
<b>Restorative Services</b>		
Bridges and crowns over implants	50%	Replacement limited to once every 60 months
Partial and complete dentures	50%	Replacement limited to once every 60 months
Repairs to existing partial or complete dentures	100%	Once per calendar year
Resizing or relining of partial or complete dentures	100%	Once every 60 months
<b>Oral Surgery Services</b>		
Extractions and other routine oral surgery when not covered by a patient's medical plan	100%	
<b>Endodontic Services</b>		
Endodontic treatment and related services	50%	For dependent children under the age of 18. Subject to a lifetime maximum. No pre-approval required.
<b>Emergency Services</b>		
Painful treatment (minor procedures necessary to relieve acute pain)	100%	Twice per calendar year
General anesthesia or sedation (EUA) solution for certain complex surgical procedures	100%	

*Note: This plan does not include a waiting period. However, if services, procedures, crowns, bridges, partials and complete dentures are paid when the permanent structure is destroyed (covered by the schedule), member coverage must be active on the date of the permanent structure is destroyed and payment is based on benefits available on that day -- for example, if the member's annual maximum has been paid prior to the incident of the permanent structure, the service will not be paid.*

\* Time limits on services (e.g. 6, 12, 24, 36, or 60 months) are applied to the next day. Services are then covered the following day. For example, when a service is covered once every 12 months, if the service was done on July 1, it will not be covered again until the following year on July 2 or after.