

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

THE TOWN OF SOUTH KINGSTOWN

AND

**THE SOUTH KINGSTOWN
MUNICIPAL EMPLOYEES ASSOCIATION
NEARI**

JULY 1, 2018 - JUNE 30, 2021

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ARTICLE 1: AGREEMENT

- 1.1 This Agreement is made and entered into this ^{21st} day of October, 2018, by and between the Town of South Kingstown, Rhode Island, hereinafter referred to as the Town, and the South Kingstown Municipal Employees Association, National Education Association of Rhode Island hereinafter referred to as the Union.

ARTICLE 2: RECOGNITION AND UNION SECURITY

- 2.1 The Town hereby recognizes the South Kingstown Municipal Employees Association, National Education Association Rhode Island, as the sole and exclusive bargaining agent for all employees in the positions as set forth in the Certification of Representatives, EE-3626, and as amended.

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

- 2.3 Union Security and Dues Deduction

- a. Upon hire, employees covered by this agreement shall make one of the following elections with respect to their Union membership:

Option 1: Employees may elect to become a member of the Union and shall pay membership dues and assessments as determined by the Union.

Option 2: Employees may elect not to become a member of the Union.

Elections made under this Section shall be in writing and submitted by the employee to the Union and the Town.

- b. An employee wishing to change their membership status may do so by providing written notice to the Union and the Town. The change in membership status shall take effect upon receipt of the notice by the Union and the Town.
- c. The Treasurer of the Union shall certify to the Town Manager the dollar amount of membership dues and assessments (Option 1). The Union shall give the Town thirty (30) days' notice prior to any change in these amounts.
- d. For employees who have elected Option 1, the Town agrees to withhold any membership dues and assessments from the employees' pay. The Town agrees to the adoption of a Union check-off system whereby Union dues will be withheld from the Union member's pay upon written authorization of the individual employee, until such time as such authorization is revoked at source, in equal amounts from each pay, either biweekly, or otherwise, as the frequency of the pay period may require. These withheld amounts shall be transmitted to the Treasurer of the Union for the previous month's deductions, not later than the 29th of each successive month.
- e. The Union agrees to indemnify and hold the Town harmless against any and all claims, suits, orders, and judgements brought or issued against the Town as a result of any action taken by

the Town under the provisions of this Article. The Town is not liable or responsible for the application, use, or misuse of such membership dues and/or assessments and the Union agrees to hold harmless and indemnify the Town therefrom.

- f. A written list of Union officers and representatives shall be furnished to the Town immediately after designation, and the Union shall immediately notify the Town of any changes therein.

ARTICLE 3: SAVINGS CLAUSE

- 3.1 Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 4: SENIORITY

4.1 Definition and Term

- a. Seniority shall be defined as the total length of continuous service with the Employer in a bargaining unit position and shall begin to accrue following completion of the probationary period.
 - 1. Whenever two members have the same length of continuous service with the Town in a bargaining unit position (commencing 7/1/2002) but began working for the Town before the bargaining unit was certified by the state labor relations board, the seniority date shall commence with the first day of work as a Town employee.
 - 2. If any portion of an employee's service with the Town was part time, that portion of service, and therefore seniority, will be prorated accordingly.
 - 3. Upon completion of the probationary period, seniority shall be based upon the employee's first day of work in the bargaining unit.
 - 4. If an employee held a temporary appointment prior to commencing the probationary period and there was no break in service between the temporary appointment and the commencement of the probationary period, seniority shall be based on the first day of work in the temporary appointment.
- b. An employee who leaves the bargaining unit for a non-bargaining unit position with the Town, and then subsequently returns to a bargaining unit position, shall retain the seniority previously accrued in the bargaining unit. No seniority shall accrue while in a non-bargaining unit position.
- c. Probationary period. Individuals shall be considered on probation for six months after the first day of employment in their position (classification) and the Town shall have complete discretion during the probationary period to determine whether or not to retain any individual for any reason.

An employee hired for a position for which state certification/license is required, shall serve a six-month probationary period. In the event such an employee does not procure the required state certification/license by the end of the probationary period, the employee shall remain on a limited probationary period related to procurement of the state certification/license only. Such limited probationary period shall be extended until the receipt of the results of the next regularly scheduled test, but in no event more than six months beyond the end of the regular probationary period, unless otherwise agreed by the parties. Failure to procure the state certification/license shall be grounds for discharge, which shall not be subject to the grievance procedure. An employee retained after the probationary period shall acquire seniority status dating from the first day of employment in their position. The Town, with the agreement of the affected employee and Union, may extend the probationary period. Employees hired on the same day shall be assigned relative seniority at random by lottery.

4.2 Layoffs and Recall

- a. In the event that a layoff is necessary, employees shall be laid off in the affected classification(s) in reverse order of seniority. Within a classification, an employee identified for layoff shall bump the least senior employee in said classification if senior to that employee. An employee notified of layoff may elect to bump into a classification which he/she previously held, and shall bump the least senior employee in that classification so long as senior to that employee. An employee notified of layoff shall have five (5) days to decide if he/she wishes to bump or take layoff.
- b. Employees on layoff shall be entitled to recall as follows:
 1. completion of 6 months - completion of 2 years of employment: 1 year
 2. beginning of 3rd year - completion of 6 years of employment: 2 years
 3. beginning of 6th year or more: 3 years

Any employee with five (5) years of service or more who is laid off shall continue to receive health insurance from the Town under the same terms (co-share, copayments, level of benefits, etc.) as current employees receive/pay for a period of two (2) months following layoff and commencing with the first of the month following layoff.

- c. When a position becomes available which was previously held by an employee on the recall list, that employee shall be recalled. If more than one employee on the recall list held the position, recall shall be by seniority.
- d. Notice of recall shall be sent to the employee by certified mail. Within 5 calendar days of receipt of the notice of recall, the employee must notify the Town of intention to accept the recall. Within 14 calendar days of notifying the Town of intention to accept the recall, the employee must return to Town employ. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail to the mailing address provided by the employee, who shall have the obligation to inform the Town of latest mailing address.
- e. If a position becomes available which was not previously held by any employee on the recall list, all employees on the recall list will be notified of the vacancy, and may submit a letter of interest within the stated time period. The most senior employee on the recall list who is qualified for the position shall be appointed.

- f. Seniority shall be cumulative during periods of layoff, during periods of maternity/parental leave, and during periods of sick leave without pay. Seniority shall not be cumulative during all other leaves without pay.

4.3 Termination of Seniority

- a. Seniority will be terminated in the event of:
 - 1. Failure to accept recall or to report to work in accordance with Section 2 above;
 - 2. Voluntary quit;
 - 3. Discharge for just cause;
 - 4. Layoff for a period exceeding the period during which an employee has recall rights;

4.4 Seniority List

- a. A seniority list shall be prepared upon the execution of this Agreement, posted for all members of the bargaining unit to inspect, and a copy forwarded to the Union President. Any member who believes that his/her date of seniority is inaccurate shall bring this to the attention of the Union President, who shall meet with the Manager or his designee to resolve the matter. If unsuccessful, the dispute shall be submitted to the grievance procedure. Thereafter, an updated seniority list shall be posted annually, and a copy forwarded to the Union President.

- 4.5 Temporary appointment. A temporary appointment shall occur when a bargaining unit position is vacant and in the process of being filled, or due to the absence of the incumbent from the position. A temporary appointment shall not exceed six months.

ARTICLE 5: HOURS OF WORK

- 5.1 This Article is intended to define the normal hours of work and the normal work week and to provide the basis for calculation of overtime and compensatory time.

- 5.2 Except for the positions listed below, the regular work week for employees shall consist of five (5) consecutive working days from Monday through Friday:

- a. For the positions of building maintenance tech (parks & recreation), building assistant (parks & recreation), assistant communications superintendent (communications) and fire inspector (communications) the work week shall be five (5) consecutive working days, of which one may be a weekend day.

- 5.3 Except for the positions listed below, all full-time employees shall have a thirty-five hour work week of seven (7) consecutive hours per day, exclusive of a one-hour lunch:

- a. Assistant Communication Superintendent: 40 hours; 8 hours per day (exclusive of half hour lunch).
- b. Facilities Manager (parks & rec./town hall/senior center): 40 hours; 8 hours per day (exclusive of half hour lunch).

- c. Building Maintenance Tech (public safety): 37.5 hours; 7.5 hours per day (exclusive of half hour lunch).
- d. Assistant Wastewater Superintendent: 40 hours; 8 hours per day (exclusive of half hour lunch).
- e. Water Operator: 40 hours; 8 hours per day (exclusive of half hour lunch).
- f. Building Maintenance Technician (parks & recreation/library): 40 hours
- g. Fire Inspector: 40 hours; 8 hours per day (exclusive of half hour lunch).
- h. Pretreatment Coordinator/Onsite Wastewater Specialist: 40 hours; 8 hours per day (exclusive of a half hour lunch).
- i. Wastewater Electrician: 40 hours; 8 hours per day (exclusive of a half hour lunch).

5.4 The following positions may work an adjusted work week schedule, as mutually agreed upon by the employee and the Department/Division head, which incorporates existing weekend and/or evening work. An adjusted workday and/or workweek schedule shall be pre-approved by the employee's Department and/or Division head and scheduled with as much advance notice as possible.

- a. Recreation supervisor (minimum of 40 hours per week)
- b. Senior Planner (minimum of 35 hours per week)
- c. Principal Planner (minimum of 35 hours per week)

5.5 Overtime/Compensatory Time

- a. Non-exempt employees, regardless of the assigned workday/work week, shall be paid time-and one-half for all work performed in excess of eight (8) hours in any workday or forty (40) hours in any work week. Hours worked in excess of seven (7) but less than eight (8) in any workday shall be compensated at the straight time rate. Vacation, sick, compensatory or holiday leave shall be credited as hours worked for purposes of determining overtime pay. All overtime must be approved in advance by the department manager. Overtime pay shall be based on base pay plus longevity, if longevity is paid biweekly. Work which is scheduled to occur immediately prior to the start of an employee's workday, and which was scheduled before the end of the employee's previous workday, is overtime and not callback.
- b. Non-exempt employees may elect to accrue compensatory time in lieu of overtime pay. Comp time will be credited in the same manner as overtime pay. When used, comp time may be discharged in one-hour increments at the discretion of the Department Head provided that such incremental time be used at the beginning or the end of the scheduled work day, or immediately before or after the scheduled lunch break. Such approval shall not be unreasonably withheld. Employees may accumulate a maximum of 90 hours of comp time. Accrued comp time balances as of June 30 of each year shall be paid with the first full payroll in July. Payment will be made at the employee's hourly rate of pay in effect as of the immediately preceding June 30th. Employees with accrued compensatory time who resign or retire prior to June 30, shall receive payment for the compensatory time, which shall be treated the same as vacation leave.

- c. The following positions shall be considered exempt employees for purposes of overtime:
 - 1. GIS Administrator
 - 2. Principal Planner
 - 3. Senior Planner
- d. Exempt employees shall not receive overtime pay. However, exempt employees shall receive compensatory time as follows:
 - 1. For evening or weekend Town Council, board, and/or commission public meetings for which attendance is required, where the employee has not adjusted per Section 5.4 his/her schedule to in full or in part accommodate the meeting time, the employee shall receive compensatory time, on an hour for hour basis, for all such meeting time in excess of two (2) hours per pay period.
 - 2. To be eligible for compensatory time accrual for hours worked outside of the employee's normal (or adjusted per Section 5.4) work day schedule not related to section 1 above, employees must receive prior approval from his/her department head, or designee, except in emergency situations.
- e. Exempt employees may discharge comp time in one-hour increments at the discretion of the Department Head provided that such incremental time be used at the beginning or the end of the scheduled work day, or immediately before or after the scheduled lunch break. Such approval shall not be unreasonably withheld. Employees may accumulate a maximum of 90 hours of comp time. Accrued comp time balances as of June 30 of each year shall be carried over to July 1. Employees with accrued compensatory time who resign or retire shall receive payment for the compensatory time, which shall be treated the same as vacation leave.

5.6 **Callback.** A callback is defined as work performed by a non-exempt employee after having completed a regularly scheduled work day and having left the workplace, but before the employee is next scheduled to work. A callback occurs regardless of when the employee is called or notified of the callback so long as the work performed is not immediately contiguous to the end of the employee's regular work day.

- a. **Callbacks Grade 11 or lower.** When a non-exempt employee Grade 11 or lower is called back to perform work, he/she shall receive a minimum of three (3) hours pay at the overtime rate.
- b. **Callbacks Grade 12 or higher.** When a non-exempt employee Grade 12 or higher is called back to perform work, he/she shall receive a minimum of two (2) hours pay at the overtime rate. Overtime shall be paid in 15 minute increments after the second hour.
- c. **Holiday callbacks.** All callback work defined above that is performed on a holiday shall be paid at double the regular hourly rate of pay.

5.7 **Pagers and Cellphones.**

- a. Any employee Grade 11 or below required to carry a pager or a cell phone when off duty, shall receive a \$20 stipend as standby pay for each day the employee is "On Call," provided no actual "Call-Out" occurs during the "On Call" period.

- b. Any employee Grade 12 or higher required to carry a pager or a cell phone when off duty, shall receive one (1) hour's pay for each page received and telephonically responded to, or call received. Neither event shall be a callback.
- c. Employees Grade 11 or below required to carry a pager or cell phone when off duty on holidays shall receive a \$30 stipend as standby pay.

5.8 Mileage reimbursement for use of a personal vehicle to conduct Town business shall be at the current IRS rate as of January 1st each year. Should the IRS rate either increase or decrease during the term of this Agreement, said rate shall be adjusted accordingly effective the date of the IRS change.

ARTICLE 6: HOLIDAYS AND LEAVE

6.1 Holidays

a. All employees covered by this Agreement shall be entitled to paid holidays, as follows:

- | | |
|---------------------------------|---|
| 1. New Year's Day | 9. Columbus Day |
| 2. Martin Luther King Day | 10. Veteran's Day |
| 3. President's Day | 11. Thanksgiving Day |
| 4. Good Friday Afternoon: ½ day | 12. Day after Thanksgiving |
| 5. Memorial Day | 13. Christmas Eve Afternoon: ½ day
(when it falls on a regular work day) |
| 6. Independence Day | 14. Christmas Day |
| 7. Second Monday in August | |
| 8. Labor Day | |

- b. Whenever a holiday falls during an employee's scheduled vacation, the employee will not be charged vacation leave for that day.
- c. Whenever a holiday falls during a period of sick leave, the employee will not be charged sick leave for that day.
- d. In addition to the above listed holidays, employees shall receive a half-day floating holiday which cannot be carried over to the next fiscal year. An employee may utilize the one-half day floating holiday in the same manner as vacation.

6.2 Annual Leave

a. Vacation leave is accrued each pay period. The accrual schedule is as follows:

Years of Service (Beginning-completion)	Year's Accumulation	Accrual Per Pay Period 7 hours	Accrual Per Pay Period 7.5 hours	Accrual Per Pay Period 8 hours
0 through 4 years	10 days	2.6924 hrs	2.8847 hrs	3.0770 hrs
5 through 9 years	15 days	4.0385 hrs	4.3270 hrs	4.6154 hrs
10 through 14 years	20 days	5.3847 hrs	5.7693 hrs	6.1539 hrs
15 years	21 days	5.6539 hrs	6.0577 hrs	6.4616 hrs
16 through 19 years	22 days	5.9231 hrs	6.3462 hrs	6.7693 hrs
20 or more years	23 days	6.1924 hrs	6.6347 hrs	7.0770 hrs

- b. Years of service are determined as being a full year at the time of an employee's anniversary date of hire as an employee. Accumulated vacation leave can be carried forward up to a maximum of thirty (30) days. Accrued days in excess of thirty (30) days will be credited to sick leave provided the employee has not accumulated sick leave in excess of one hundred-ninety (190) days.
- c.
 - 1. Employees must file a statement of intent regarding leave requests for the upcoming fiscal year (July 1 through June 30). This statement must be filed each year by 4 p.m. on the first worked day following March 1st to Department and Division Heads for scheduling purposes. The statement of intent shall indicate those dates on which the employee desires to discharge vacation time. Within ten (10) working days the vacation schedule shall be posted indicating both the unavailable and available days for all employees within the Department or Division.
 - 2. Vacation requests will be approved at the discretion of the Department or Division Head. When members of SKMEA have requested the same day(s) for vacation, the person with the most Union seniority will have their request honored first. Following the posting of the annual schedule, requests for vacation on days remaining available shall be considered on a first come, first serve basis.
 - 3. Employees may use vacation time in one hour increments provided that such incremental time be used at the beginning or the end of the scheduled work day, or immediately before or after the scheduled lunch break.
- d. At the start of the employee's fifth, tenth, fifteenth, sixteenth, and twentieth year of employment the vacation leave accrual will be changed during the pay period in which the anniversary date of hire occurs.
- e. Employees who retire or resign from Town service will receive payment for accrued vacation leave. Upon the death of an employee, accrued vacation leave will be paid to his/her estate.

ARTICLE 7: ILLNESS AND INJURY

- 7.1 Sick Leave can be accrued in one of two ways. At the beginning of their employment, or thereafter, by June 25th for the next fiscal year, employees elect one of the two accrual methods.
 - a. Option 1. Employees shall accrue 1.25 days of sick leave per month throughout the year to equal fifteen (15) days per year. Employees shall be allowed to accumulate sick leave to a maximum of 190 days.
 - b. Option 2. Employees shall accrue 1.0 day of sick leave per month throughout the year to equal twelve (12) days per year. Employees shall be allowed to accumulate sick leave to a maximum of 190 days. Personal leave shall be earned at a rate of .25 days per month in which sick leave was not used.
- 7.2 The following rules govern sick leave:
 - a. Sick leave is to be used when the employee is ill or incapacitated. In addition, up to seven days of sick leave per fiscal year may be used to attend to the illness of a family member.

For the purposes of this provision family shall include: mother, father, spouse, child, sister, brother, grandchild, mother in law, father in law, and any other person residing in the employee's household.

- b. Sick leave may be used for physician visits and testing for the treatment of chronic or acute illness, but not for routine examinations. Employee shall provide notification to his/her department head or immediate supervisor of the date and amount of time needed to attend such appointment with as much advance notice as possible.
- c. Except as follows sick leave cannot be taken in less than one-half day increments. However, annually employees may utilize two days of accrued sick leave on an hour-for-hour basis.
- d. Sick leave can be accumulated to a maximum of 190 days.
- e. Employees shall be eligible to apply for the conversion of up to fifteen (15) days of accumulated sick leave to family sick leave over a rolling twelve (12) month term with the following restrictions:
 - 1. Employees are eligible to apply for leave if they are full time employees who work an average of thirty (30) hours a week or more and have been employed continuously for at least twelve (12) months.
 - 2. Employees must first exhaust the seven (7) days allowed in Article 7 Section 2a.
 - 3. With the exception of seven and one half (7.5) days of accrued vacation leave, employees must exhaust all other accrued personal leave, vacation leave, and compensatory time prior to using approved accumulated sick time for Family Sick Leave.
 - 4. Family Sick Leave is limited to eligible family members as described in Section 7.2(a) above.
 - 5. Use of Family Sick Leave is limited to a serious illness that involves an eligible family member. Serious illness is defined to mean a disabling physical or mental illness, injury, impairment or condition that involves in-patient care in a hospital, nursing home, or hospice, or out-patient care requiring continuous treatment or supervision by a health care provider.
 - 6. Parental Leave, under Family Medical Leave, means leave by reason of (1) the birth of a child of an employee, or (2) the placement of a child sixteen (16) years of age or less with an employee in connection with the adoption of such child by the employee.
 - 7. The parties recognize that employees and the Town have rights as provided by federal and state FMLA laws, as they may be amended from time to time. If an employee is granted a conversion from sick to family sick leave as set forth in section 7.2(e), above, FMLA leave shall run concurrently with said leave.
- f. In the event of an unexpected personal illness, the employee is required to notify his/her immediate supervisor one-half hour before the start of the employee's shift.

7.3 Physician's certificate

- a. The department head may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided the employee involved has been told on the occasion of his/her last prior absence for sickness that such evidence might be required for any future sick leave request. Any employee may be required to furnish a said certificate for an absence of three (3) or more consecutive days.
- b. In all cases involving sick leave on a day immediately before or after a paid holiday or vacation day, a certified physician's certificate may be required.
- c. The failure of an employee to produce a required certified physician's statement to validate sick leave taken shall constitute a reason for non-payment for the day or days taken.

7.4 Any employee found to have abused sick leave or to have taken unauthorized leave may be subject to discipline up to and including discharge for just cause.

7.5 Payment for Accumulated Sick Leave

- a. An employee who retires from Town service shall receive payment for 75 percent of his/her accumulated sick leave. However, employees who retire due to a disability certified by the State Retirement System will receive payment for 100 percent of accumulated sick leave. Retire shall mean eligible to retire in accordance with the terms of the Rhode Island Municipal Employees Retirement System.
- b. An employee with five or more years of service, who resigns and leaves Town service in good standing shall receive payment of 25 percent of all accumulated sick leave at the time of separation, up to a maximum of one-hundred ninety (190) days. In the event of an employee's death, payment for 100 percent of accumulated sick leave will be paid to his/her estate.

7.6 Advance Sick Leave

- a. Advance sick leave, not to exceed four work-weeks, may be granted by the Town Manager to regular employees after the first six months of employment in cases of serious disability or illness when it is to the advantage of the Town to do so.
- b. Requests for advance sick leave shall be submitted in writing stating the circumstances and the need for such leave, the time and date when the accrued sick leave will be exhausted, the amount of advance sick leave requested, and the date to which such leave will extend.
- c. Employees who receive advance sick leave shall pay back all days received at one-half of the rate of monthly accrual.
- d. To be eligible for advance sick leave, employees must exhaust all available sick, personal and vacation leave.

ARTICLE 8: PAID LEAVES

8.1 Bereavement Leave

- a. When a death occurs in an employee's immediate family, paid leave from time of notification through one (1) business day following the date of burial (if required), or funeral/memorial service (if no burial is required) will be granted by the Town. For purposes of this provision, immediate family shall be construed to mean any of the following:

mother, father, spouse, child, sister, brother, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, foster parents, foster children, former guardians and any other person residing in the employee's household.

- b. In no event shall paid bereavement leave exceed five (5) consecutive work days.
- c. In the event of the death of an employee's aunt or uncle, the employee shall be granted one (1) day of paid leave. Said leave may be taken up to forty-eight (48) hours prior to or following internment services.

8.2 Maternity and Parental Leave

- a. Employees may be granted a leave of absence, without pay or benefits, for maternity or parental leave at the discretion of the Town Manager. Such request must include the approximate date of return. Written application of intent to take leave and notice of intent to return must be filed with the Personnel Administrator at least sixty (60) days prior to the start of said leave and thirty (30) days prior to the end of said leave. Such leave will not be unreasonably denied.
- b. Leave shall not exceed six (6) months.
- c. Upon return from leave of absence, the employee shall be placed in the assignment that he/she left excepting cases in which the assignment no longer exists whereupon the employee will be placed in a comparable position.
- d. The parties recognize that employees and the Town have rights as provided by federal and state FMLA laws, as they may be amended from time to time. If an employee receives a leave of absence as set forth in section 8.2.a, above, FMLA leave shall run concurrently with said leave.
- e. An employee on an unpaid leave of absence shall have the right to continue his/her medical coverage furnished by the Town upon the payment to the Town of at least one-month group premium payment in advance and upon monthly payments thereafter. The failure of an employee to make said periodic payments shall cause the medical insurance to be cancelled.

8.3 Union Business Leave

- a. The Union president or his/her designee shall be granted reasonable time off during working hours without loss of pay to attend grievance arbitration hearings, State Labor Relations Board hearings, or other administrative meetings scheduled by the Town Manager.
- b. A union member who is a grievant or a necessary witness to provide testimony shall be granted reasonable time off during working hours without loss of pay to attend grievance or

arbitration hearings or State Labor Relations Board hearing in which he/she is a direct participant.

- c. The President and any necessary union members who must attend grievance or arbitration hearings, or other administrative meetings with the Town Manager or designee under this Article shall provide notification to his/her Department/Division head or immediate supervisor of the date and time of such meeting with as much advance notice as possible and obtain approval from his/her Department/Division head or immediate supervisor prior to leaving the workplace to attend such meeting. Employees shall not be unreasonably denied time to attend said meetings.
- d. Union members who are designated members of the negotiations team and must attend negotiations meetings with the Town Manager or designee shall provide notification to his/her Department/Division head or immediate supervisor of the date and time of such meeting with as much advance notice as possible and obtain approval from his/her Department/Division head or immediate supervisor prior to leaving the workplace to attend such meeting. Employees shall not be unreasonably denied time to attend said meetings.

8.4 Personal Leave

- a. Employees will be granted three (3) personal days per fiscal year, which will be granted on July 1. Personal leave may be taken in no less than thirty (30) minute increments and must be approved by the Department or Division head provided that such incremental time be used at the beginning or the end of the scheduled work day, or immediately before or after the scheduled lunch break. A maximum of one (1) day of personal leave can be carried forward into the next year.

Employees shall be granted one (1) additional personal day on the January 1st following the fifth anniversary of hire for an annual total of four (4) personal days per fiscal year.

Each personal day shall be of equal length to the work-day regularly worked by the employee.

- b. New employees hired on or after October 1st will be granted personal leave on a prorated basis during the first fiscal year of appointment as follows:

Hire Date	Personal Leave Days
October 1 - December 31 st	2.25 days
January - March 31 st	1.5 days
April 1 -June 30th	0.75 days

ARTICLE 9: GRIEVANCE PROCEDURE

- 9.1 The purpose of the grievance procedure shall be to establish an amicable avenue for the resolution of disputes as quickly as possible.
- 9.2 A grievance shall be defined as any difference or dispute between the Town and the Union with respect to the interpretation, application or violation of any provision of this Agreement.

9.3 Procedure

- a. A grievance shall be presented by the aggrieved employee and/or the Union to the employee's immediate supervisor within ten (10) working days of the employee's or the Union's knowledge of the occurrence of the grievance. The immediate supervisor shall meet and discuss the grievance within three (3) working days of the receipt of the grievance. The supervisor shall answer the grievance in writing within three (3) working days of the hearing. Within three (3) working days of receipt of the supervisor's response, the employee and the union may refile the grievance in writing to the employee's department head.
- b. The department head shall meet and discuss the grievance within three (3) working days of receipt of the grievance. The department head shall answer the grievance in writing within three (3) working days of the hearing. Within five (5) working days of receipt of the written answer, the employee and the union may refile the grievance in writing to the Town Manager.
- c. The Town Manager shall meet and discuss the grievance within five (5) working days of receipt of the grievance. The Town Manager shall answer the grievance in writing within five (5) working days of the hearing.

9.4 Arbitration

- a. If the grievance is not resolved in accordance with the above procedure, it may be submitted to arbitration by the union within thirty (30) calendar days of the decision of the Town Manager. Said arbitration will be conducted under the Voluntary Arbitration Rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding. The expenses of the arbitration shall be borne equally by the Town and the Union.

9.5 Miscellaneous

- a. The time limits herein shall be regarded as maximums, however, the parties may extend any time limit by mutual agreement.
- b. A grievance may be processed to the next step of the grievance procedure if a decision has not been rendered within the time limits prescribed herein.
- c. The failure of the Town to respond to a grievance shall be deemed a denial of the grievance.
- d. The failure of the Union to process a grievance within the time limits prescribed herein shall be deemed a waiver of the grievance.
- e. All grievances concerning the suspension or dismissal of an employee shall be commenced at the level of the Town Manager. The grievance shall be presented by the aggrieved employee and/or the Union to the Town Manager within ten (10) working days of the employee's or the Union's knowledge of the occurrence of the grievance.

ARTICLE 10: SALARIES

- 10.1 Basic wage/salary - increase each step of each wage/salary scale:
- 2018-2019: 2.50% increase
 - 2019-2020: 2.75% increase
 - 2020-2021: 2.50% increase
- 10.2 All wage/salary scales for employees covered by this Agreement shall be set forth in Appendix A and made a part hereof.
- 10.3 The Position Allocation To Pay Schedule shall be set forth in Appendix B and made a part hereof.
- 10.4 Longevity. All employees with four (4) years or more of service shall receive longevity payment by separate check according to the rate schedule listed below. Longevity payments shall be made in semi-annual installments due on the second pay date in July and the first pay date in January.

Effective July 1, 2018 \$2.40 x number of years service x 52
Effective July 1, 2019 \$2.45 x number of years service x 52
Effective July 1, 2020 \$2.45 x number of years service x 52

- 10.5 Within-grade step increases occur on the following schedule:

Step 0: Probationary period

Step 1: Upon successful completion of probationary period

- new hires: at six (6) month hire date anniversary*
- promotions/transfers: at three (3) month hire date anniversary

Step 2: Twelve (12) months following move to Step 1

Step 3: Twelve (12) months following move to Step 2

**unless probationary period is extended per Section 4.1(C)*

ARTICLE 11: ADMINISTRATIVE LEAVE

- 11.1 During times of emergency, such as severe storms, when roads may be impassable, etc., administrative leave may be granted to employees at the discretion of the Town Manager. Leave of this nature will be with pay for non-essential employees and will not be chargeable against accrued sick or vacation leave.

ARTICLE 12: DAMAGED OR STOLEN PERSONAL PROPERTY

- 12.1 The Town will consider requests for reimbursement for damaged, destroyed or stolen personal property in accordance with present practice policy.

ARTICLE 13: PERSONNEL FILES

- 13.1 An employee shall, upon request during normal business hours, be permitted to examine his/her personnel file, and copies of any material shall be furnished to the employee upon request and payment. However, letters of recommendation solicited in connection with initial employment shall not be available to that employee.

- 13.2 An employee shall have the right to make any written comments relative to any document in his/her personnel file if said employee believes information therein is incorrect or inaccurate. Any document(s) related to a complaint which is found to be groundless, shall be expunged from the employee's personnel file.
- 13.3 The content of an employee's personnel file shall be disclosed to the employee's union representative only with the written consent of the employee.
- 13.4 The official personnel file for each employee shall be maintained in the Town Personnel Office.
- 13.5 Individual employee Leave Balances are provided bi-weekly on employee pay stubs.

ARTICLE 14: DISCIPLINE AND DISCHARGE

- 14.1 No employee who has completed his/her probationary period shall be reprimanded, suspended, demoted or discharged without just cause.
- 14.2 Any disciplinary action taken against any employee covered by this Agreement shall be reported to the Union President or his/her designee in writing within twenty-four (24) hours.
- 14.3 Reprimands (i.e. verbal warning and written warning) shall remain in an employee's file for the duration of his/her employment but may not be used in further disciplinary proceedings against said employee after a period of twenty-four (24) months unless the parties agree otherwise.
- 14.4 Progressive discipline is as outlined below. Each of the below shall be reduced to writing by a member of management, a copy of which shall be provided to the employee and the Union President, and placed in the employee's personnel file.
 - 1. Verbal Warning
 - 2. Written Warning
 - 3. Suspension
 - 4. Discharge/Termination

Management reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offence. Management reserves the right to document coaching (including verbal counseling) provided to employees. If this documentation is placed in an employee's personnel file, a copy shall be provided to the employee and the Union President.

- 14.5 Management and the Union agree coaching (including verbal counseling) is not discipline.

ARTICLE 15: TUITION REIMBURSEMENT

- 15.1 An employee may apply to the Town Manager or his/her designee for approval to receive reimbursement for tuition expenses associated with voluntary job-related education or training. Said approval shall be at the discretion of the Town Manager or his/her designee. Eligibility for tuition reimbursement shall be contingent upon completion of the education or training class and attainment of a grade of C or better or passing where a pass/fail grading system is used.

ARTICLE 16: BULLETIN BOARDS

- 16.1 The Town agrees to provide bulletin board space at all work locations where appropriate union notices may be posted.

ARTICLE 17: LEGAL EXPENSE

- 17.1 The Town will provide legal representation for all Town employees covered by this Agreement who are sued as a result of actions by said employee in the performance of his/her duties as an employee of the Town and will pay any judgment rendered in such legal proceedings against the employee. However, the Town's obligation to provide legal defense or to pay any judgment against the employee shall cease when there is a judgment or final adjudication that the employee acted intentionally, willfully, or with reckless disregard for another, in causing injury to the party bringing suit.
- 17.2 Employees shall immediately notify the Town Manager of any legal action filed against the employee arising out of their employment with the Town.

ARTICLE 18: HEALTH AND SAFETY

- 18.1 The Town shall provide a safe and healthy work environment.
- 18.2 The Union may appoint a designee to serve on the Town Safety Committee.

ARTICLE 19: RETIREMENT

- 19.1 The Town shall continue to participate in the R.I. Municipal Employees Retirement System (R.I.G.L. §45-21) as subject to any amendments enacted from time to time by the Rhode Island General Assembly, including Plan B COLA (R.I.G.L. §45-21-52).

ARTICLE 20: VACANCIES AND PROMOTIONS

- 20.1 Whenever a vacancy exists in a position covered by this Agreement, the Town shall post the vacancy in each building for a period of no less than 14 calendar days. Current bargaining unit members who formally apply for the position and meet the qualifications for the position shall be offered an interview before external candidates.
- 20.2 The posting shall include the job specifications and qualifications. All job postings and advertisements for positions will include a summary listing of any testing requirements to be required of candidates for the position. The summary listing of the testing requirements will be provided to the Association President for review and comment prior to posting the position. The testing requirements will not, thereafter, be changed unless necessary, in which case the new test requirements will be provided to the Association President for review and comment (as indicated above); in such cases, the position, if already posted, shall be re-posted with the new testing requirements.
- 20.3 Transfers. A transfer shall be defined as movement from one location to another in the same job classification. Except for good cause, an employee who bids for a transfer shall be granted the

transfer. In the event more than one employee bids for a transfer, except for good cause, the senior bidder shall receive the transfer.

If an employee is denied a transfer, the Employer agrees to provide both the employee and the President of the Association an explanation of “good cause” in writing within five (5) working days.

20.4 Promotions

- a. A promotion shall be defined as movement to a position which is in the same or higher pay grade.
- b. Appointment to promotional positions shall be based upon qualifications. Where the qualifications of two or more of the applicants, either from within or outside of the bargaining unit are substantially equal, the applicant with the greatest seniority shall be appointed to the promotional position.

20.5 When a member of the bargaining unit is appointed to a new position within the bargaining unit, he/she shall undergo a new probationary period of three months in that position. In the event the Town decides that the employee is not satisfactorily performing the new job, or that the employee has failed to procure a required state certification/license, or the employee decides that he/she prefers his/her previous position, he/she will be returned without prejudice to the former position.

However, any determination by the Town that an employee is not satisfactorily performing the new job must be substantiated in writing, providing the employee with sufficient information by which the employee may remediate his/her job performance. Further, such writing shall be provided to the employee no fewer than thirty (30) work days prior to the end of the probationary period. Failure to provide such substantiation or failure to provide it with fewer than thirty (30) days remaining in the probationary period shall automatically cause the probationary period to be extended by thirty (30) days.

20.6 A copy of all bargaining unit vacancies shall be sent to the Union President.

20.7 An Association representative (either the President or Vice President) shall participate in the selection interviews for bargaining unit positions to which a union member is seeking a promotion and which require skill or aptitude testing. The Town and the union shall discuss which member will serve as the union representative on the interview panel. However, the Town reserves the right to make the final designation.

20.8 A copy of the current job description for each bargaining unit position shall be provided to the Union President upon request, when a job description has been updated by the Town, or when the Town has created a new position within the bargaining unit.

ARTICLE 21: ALTERATION OF AGREEMENT

21.1 Any alteration or modification of this Agreement shall be binding only if it is in writing and signed by both parties hereto.

ARTICLE 22: HEALTH, DENTAL, AND LIFE INSURANCE

22 SELECTION OF HEALTHCARE PROVIDER.

22.1 Health Care Program

The Town agrees that it will not change coverage or healthcare insurance providers before July 1, 2012. Effective July 1, 2012 and thereafter, the Town may seek bids from and contract for healthcare insurance subject to the limitations contained herein.

22.2 Limitations

- a. There shall be no change in benefits, benefit levels or co-pays as provided in the subscriber agreement (incorporated by reference hereto) and summary of benefits (attached as Attachment C) or as defined in this collective bargaining agreement other than those changes mandated by Federal or State statute or regulation, or by a court of competent jurisdiction. Excluded from the foregoing are (1) the make-up of the network and (2) any adjustments to the prescription formulary.
- b. In the event that the Town elects to change health care provider, it shall reimburse those individuals whose Primary Care Physician, at the time of change of health care provider, does not participate in the network of the selected health care provider for any out of network costs incurred for services provided in the Subscriber Agreement.

For purposes of this article, the term Primary Care Physicians shall include the following categories:

1. Internal Medicine
2. Family Practice
3. General Practice
4. Pediatrics
5. Obstetrics & Gynecology/Primary Care

22.3 Limitation on Self-Insuring Option

In the event that the Town elects to self-insure the Town will continue to meet all limitations and minimum thresholds provided herein.

The premium upon which the employee co-share is determined during any year in which the Town self-insures shall be the "Working Rate" which shall be defined as follows:

Projected Healthcare Claims + Third Party Administrative fees + Joint Program Administration costs + Stop Loss Insurance = WORKING RATE

22.4 Change in Health Care Coverage

Nothing herein shall limit the Employer's ability to solicit proposals from any healthcare provider which may or may not meet one or more of the limitations herein; however, the Employer agrees it shall not contract for healthcare insurance for members covered by this Agreement which does not meet the limitations herein without discussion with the Union.

22.5 Disputes as to Benefits, Co-payments, Terms Definitions and Equality of Health Care Insurance Coverage

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

In the event that a dispute arises between the Parties relative to whether benefits, benefit levels, and co-pays offered have changed the Parties agree to submit the matter to expedited arbitration.

22.6 HEALTH INSURANCE AND CO-SHARE OF PREMIUM SCHEDULE

a. All employees shall be provided with individual or family health insurance, dependent upon the marital status of the employee and inclusive of employees engaged in a certified domestic partnership. The Town will provide for a similar eligibility for domestic partners that are presently offered by the State of Rhode Island and the South Kingstown School Department. Payment of which shall be shared in accordance with the schedule below:

7/1/2015 – 6/30/2016: 18.5% of Premium
7/1/2016 – 6/30/2017: 19.5% of Premium
7/1/2017 – 6/30/2018: 20% of Premium

Employees earning salaries below \$30,000:
7/1/2015 – 6/30/2016: 3% of Premium
7/1/2016 – 6/30/2017: 4% of Premium
7/1/2017 – 6/30/2018: 5% of Premium

b. Employee Co-Pay Schedule:

Specialist Visit	\$15
Urgent-Care Center	\$20
Emergency Room	\$75

c. The employee cost share shall be made through twenty-four (24) bi-weekly payroll deductions each year. During months with three pay dates, the cost share will be deducted from the first two.

22.7 Life Insurance

All full time employees covered by this Agreement shall be provided with a paid \$20,000 group term life insurance policy. As of 11:59pm on June 30, 2021, all full time employees covered by this Agreement shall be provided with a paid \$50,000 group term life insurance policy.

Part-time employees are eligible for Life Insurance coverage on a pro-rated basis. The proportionate number of hours worked per week as a percentage of the defined work week for their position classification shall determine their rate of co-share of premium cost.

22.8 Post-Employment Benefits

- a. Employees hired before July 1, 2006 shall be eligible for post-employment benefits until Medicare eligible, as follows:
 1. Thirty (30) years or more of service. For four years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$6,000 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.
 2. Twenty-five (25) years of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$5,000 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.
 3. Twenty (20) years of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$3,000 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.
 4. To be eligible for post-retirement benefits, the employee must be eligible to retire under the MERS.
- b. Employees hired on or after July 1, 2006 shall be eligible for post-employment benefits until Medicare eligible, as follows:
 1. Thirty (30) years or more of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$4,500 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.
 2. Twenty-five (25) years of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$3,000 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.
 3. Twenty (20) years of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$2,000 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.
 4. To be eligible for post-retirement benefits, the employee must be eligible to retire under the MERS.
- c. Other Terms, Conditions, and Definitions
 1. Any retired employee who is eligible for a substantially equal or better health insurance plan, either through subsequent employment or a spouse, shall not be eligible for health insurance provided by the Town. Upon retirement from the Town and continuing health coverage, retirees must annually sign and return to the Personnel Office an affidavit certifying that they do not have a substantially equal or better health insurance plan available to them through a current spouse or employer.

In the event the retired employee loses said coverage prior to the completion of the specified duration (above), the Town will place the retiree back on the Town's health care plan within thirty (30) days of written notice.

2. An employee participating in the retiree healthcare program must pay his/her share quarterly in advance of the coverage period.
3. For purposes of this Article, the following definitions shall apply:

Co-pay: The cost to the member for treatment or office visits or other utilization of benefits as provided in the summary.

Co-share: The percentage of the premium paid by members receiving healthcare insurance through the Town.

22.9 Dental Insurance

All employees shall be provided with Delta Dental, Levels I, II, III or equivalent with a maximum annual benefit of \$2,000. Coverage shall be individual or family dependent upon the employee's marital status.

22.10 Healthcare Buy-Back

Any member who has coverage or is eligible for coverage under another health insurance plan may elect to waive the Town health plan and receive an annual payment equal to Two Thousand dollars (\$2,000). Payments for the buy-back will be pro-rated over bi-weekly pay periods throughout the fiscal year.

Members electing to participate in the health buy-back program shall deliver a signed, witnessed waiver form to the Personnel Office prior to each June 15th as well as a letter from the organization providing the coverage.

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

1. Except as provided in (2) below, reinstatement may be effective only at the beginning of the plan year (July 1) and application must be made in writing to the Personnel Office no later than June 15.
2. Reinstatement may be requested during the plan year if such request is due to loss of the other coverage for reasons beyond the member's control. A request for mid-year reinstatement must be made in writing to the Personnel Office. If the request is approved by the insurer, reinstatement shall be effective the first of the month which is at least fifteen (15) calendar days following such approval.

All reinstatement is subject to the insurer's rules and contingent upon the insurer's approval. It is the understanding of the Town that employees will not be denied reinstatement based on valid requests.

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

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

ARTICLE 23: UNIFORMS

- 23.1 Water and Wastewater employees shall be provided uniforms through a laundry service selected by the Town. The Town shall provide eleven (11) shirts, eleven (11) pairs of pants, three (3) jackets to all Water and Wastewater members for the duration of the agreement.
- 23.2 The Town may require custodial employees to wear uniforms. In lieu of the Town mandating uniforms, custodial employees may choose to wear uniforms provided by the Town. Uniforms shall include pants and shirts and shall be consistent with the service provided to Water and Wastewater employees.
- 23.3 Water and Wastewater employees, Public Services and Building Inspector field positions, Communications personnel, Building and Facility Maintenance shall be provided an annual work boot allowance of up to \$135.00, to be paid by June 30th of each year. Said allowance will be paid only upon presentation of receipt of purchase and shall be limited to a maximum of one allowance per fiscal year per employee.
- 23.4 Recreation employees shall continue to be provided shirts, sweatshirts, etc., in accordance with present practice.
- 23.5 Any employee required to work outside during inclement weather shall be provided with the appropriate protective gear. No employee shall be required to work outside in inclement weather without such protection.
- 23.6 Employees shall be provided an eyewear (prescription eyeglasses and/or contact lenses) allowance of up to two hundred dollars (\$200); however said allowance shall be limited to one allowance every other fiscal year per employee. Said allowance will be paid only upon presentation of a single receipt of purchase and acknowledgment that said eyewear was purchased for exclusive use of the employee.
- 23.7 Uniforms shall only be worn while on duty with the Town and shall not be worn during off duty periods. Uniforms and equipment are the property of the Town and shall be surrendered to the Department Director or designee when issued new uniforms or equipment, or surrendered to the Town Manager or designee upon the employee leaving the Town's service.

ARTICLE 24: WORKING OUT OF CLASSIFICATION

- 24.1 If a bargaining unit member is required to perform the duties of a classification higher than his/her normal job class, he/she will be paid at the entry rate of the higher pay grade for all days out of classification. If the entry rate is equal to or below the member's current pay rate, the member shall be paid at the next highest pay step which provides an increase. To be eligible for the out-of-

classification pay the employee must be directed in writing by his/her supervisor to perform the duties of the higher job class.

ARTICLE 25: EMERGENCY TIME-OFF

- 25.1 Any employee covered by this Agreement who is an active volunteer firefighter within the Town of South Kingstown shall be allowed to respond to emergencies without loss of pay. All employees must return immediately to Town service once their help is no longer necessary. Said decision will rest with the Fire Chief.
- 25.2 Employees must receive approval from the Department or Division head prior to leaving the work site to respond to an emergency.

ARTICLE 26: PART-TIME EMPLOYEES

- 26.1 Part-time employees who work a minimum of 12.5 hours shall receive all of the rights and benefits contained in the collective bargaining agreement except as limited as follows:
- a. Holidays. Part time employees shall receive the holidays set forth in this Agreement if the holiday falls on the part-time employee's regularly scheduled work day.
 - b. Vacation and sick leave. Part time employees shall receive annual vacation and sick leave on a pro-rata basis based upon the assigned hours of work.
 - c. Hours of work. The normal hours of work for a part-time position shall be established based upon the assigned hours of work in effect as of July 1, 2002, and for those part time employees hired thereafter, upon the commencement of employment, and shall not be changed except by mutual agreement between the Manager and Union President.
 - d. Wages. Wages for part-time employees shall be determined as follows:
 - 1. If the job title of the part time position is the same as a full time position in the bargaining unit, the wages will be computed based upon the salary scales set forth herein for positions in the bargaining unit, and pro-rated based upon the number of hours worked; or
 - 2. If the job title of the part time position is not the same as a full time position in the bargaining unit, the duties and wages will be established by mutual agreement between the Manager and Union President. The wages for all such part time positions shall be set forth in Appendix A herein.
 - e. Health and Dental Insurance benefits. Part-time employees assigned to work an average of more than 22.5 hours per week, but less than full time in a job classification, shall be entitled to elect to receive individual plan health and or dental insurance and the Town and the employee shall each pay 50% of the annual premium. The employee's payment shall be made through payroll deductions. If the employee elects family health and/or dental insurance, the Town will pay 50% of the premium cost of individual health and/or dental, and the employee shall pay the difference, through payroll deductions for cost of the family health and/or dental plan.

- f. Life Insurance. Part time employees may elect to receive the group term life insurance as set forth in Article 22.7. In the event the part time employee elects to receive life insurance, the employee and the Town shall share the annual premium cost on a pro-rata basis, based upon the number of hours worked by the employee. Payment shall be made through payroll deduction.

ARTICLE 27: NO STRIKE CLAUSE

- 27.1 During the term of this Agreement, the Union and employees, in accordance with R.I.G.L. §29-9.4-16, do not have the right to engage in any strike, work stoppage, or slowdown strike, nor will the Town lockout the employees.

ARTICLE 28: MANAGEMENT RIGHTS

- 28.1 It is understood and agreed by the parties that the Town shall have the sole jurisdiction over the management and operations of its system, including but not limited to the responsibility to determine the work to be performed, the scheduling of work, the establishing and changing of shift and hours of work, the promotion, transfer, discipline, layoff or discharge of employees, the fixing and maintaining of standards, and quality of work, methods of operations, except as modified by the express terms and conditions of this collective bargaining agreement.
- 28.2 Notwithstanding any other provision of this Agreement, the Town retains the right to take any reasonable action in emergency situations, to protect the public interest, even if such action is contrary to the express terms of this Agreement.

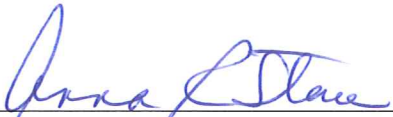
ARTICLE 29: DURATION OF AGREEMENT

29.1 This Agreement shall be for a period commencing July 1, 2018 and ending June 30, 2021.

IN WITNESS WHEREOF, the parties have hereunto affixed their Signature on this 21st day of October, 2018.

SOUTH KINGSTOWN MUNICIPAL
EMPLOYEES ASSOCIATION/
NEARI


FOR THE TOWN OF SOUTH
KINGSTOWN, RHODE ISLAND



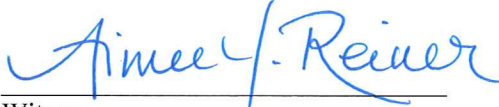
Anna R. Stone
President SKMEA



Robert C. Zarnetske
Town Manager



Witness



Witness

**APPENDIX A: MUNICIPAL PAY PLANS
FY 2018-2019 Municipal Pay Plan**

Full Time	Step	Hourly Rate	Annual*
Grade 1 @ 7 hrs	0	\$14.5800	\$26,536
	1	\$14.8000	\$26,936
	2	\$15.0100	\$27,318
	3	\$15.2300	\$27,719
Grade 2 @ 8 hrs	0	\$17.2836	\$35,950
	1	\$17.8799	\$37,190
	2	\$18.4756	\$38,429
	3	\$19.0719	\$39,670
Grade 3 @ 7.5 hrs	0	\$19.0719	\$37,190
	1	\$19.7073	\$38,429
	2	\$20.3433	\$39,669
	3	\$20.9793	\$40,910
Grade 3 @ 8 hrs	0	\$17.8799	\$37,190
	1	\$18.4756	\$38,429
	2	\$19.0719	\$39,670
	3	\$19.6681	\$40,910
Grade 4 @ 7 hrs	0	\$21.7970	\$39,671
	1	\$22.4779	\$40,910
	2	\$23.1583	\$42,148
	3	\$23.8397	\$43,388
Grade 5 @ 7 hrs	0	\$22.4779	\$40,910
	1	\$23.1583	\$42,148
	2	\$23.8397	\$43,388
	3	\$24.5211	\$44,628
Grade 6 @ 7 hrs	0	\$23.8397	\$43,388
	1	\$24.5211	\$44,628
	2	\$25.2014	\$45,867
	3	\$25.8824	\$47,106
Grade 6 @ 8 hrs	0	\$20.8598	\$43,388
	1	\$21.4560	\$44,628
	2	\$22.0513	\$45,867
	3	\$22.6471	\$47,106
Grade 7 @ 7 hrs	0	\$25.2014	\$45,867
	1	\$25.8824	\$47,106
	2	\$26.5644	\$48,347
	3	\$27.2441	\$49,584
Grade 7 @ 8 hrs	0	\$22.0513	\$45,867
	1	\$22.6471	\$47,106
	2	\$23.2439	\$48,347
	3	\$23.8386	\$49,584
Grade 8 @ 7 hrs	0	\$26.5639	\$48,346
	1	\$27.2441	\$49,584
	2	\$27.9261	\$50,826
	3	\$28.6071	\$52,065
Grade 9 @ 8 hrs	0	\$24.4079	\$50,768
	1	\$24.9750	\$51,948
	2	\$25.5423	\$53,128
	3	\$26.2228	\$54,543

Full Time	Step	Hourly Rate	Annual*
Grade 10 @ 7 hrs	0	\$30.4549	\$55,428
	1	\$31.7727	\$57,826
	2	\$33.0934	\$60,230
	3	\$34.4113	\$62,629
Grade 10 @ 8 hrs	0	\$26.6480	\$55,428
	1	\$27.8011	\$57,826
	2	\$28.9568	\$60,230
	3	\$30.1099	\$62,629
Grade 11 @ 8 hrs	0	\$29.5156	\$61,392
	1	\$30.1059	\$62,620
	2	\$30.8619	\$64,193
	3	\$31.7859	\$66,115
Grade 12 @ 7 hrs	0	\$35.6773	\$64,933
	1	\$36.9749	\$67,294
	2	\$37.8839	\$68,949
	3	\$39.5706	\$72,018
Grade 12 @ 8 hrs	0	\$31.2176	\$64,933
	1	\$32.3530	\$67,294
	2	\$33.1484	\$68,949
	3	\$34.6243	\$72,019
Grade 13 @ 7 hrs	0	\$40.7956	\$74,248
	1	\$42.4220	\$77,208
	2	\$43.6949	\$79,525
	3	\$45.0054	\$81,910

Part Time	Step	Hourly Rate
PT Custodian	0	\$17.1380
	1	\$17.5890
	2	\$18.0298
	3	\$18.4910
PT Office Assistant	0	\$17.7223
	1	\$18.1733
	2	\$18.6140
	3	\$19.0650
PT Fiscal Clerk	0	\$18.0298
	1	\$18.4910
	2	\$18.9523
	3	\$19.4033
PT Account Clerk	0	\$21.7970
	1	\$22.4779
	2	\$23.1582
	3	\$23.8398
PT Fire Inspector	0	\$22.0478
	1	\$22.6525
	2	\$23.2470
	3	\$23.8415
PT Electrical Inspector	0	\$25.6660
	1	\$26.4450
	2	\$27.2240
	3	\$28.0543

**Annual Salaries are calculated based upon 260 work days*

**APPENDIX A: MUNICIPAL PAY PLANS, continued
FY 2019-2020 Municipal Pay Plan**

Full Time	Step	Hourly Rate	Annual*
Grade 1 @ 7 hrs	0	\$14.9810	\$27,475
	1	\$15.2070	\$27,890
	2	\$15.4228	\$28,285
	3	\$15.6488	\$28,700
Grade 2 @ 8 hrs	0	\$17.7589	\$37,223
	1	\$18.3716	\$38,507
	2	\$18.9837	\$39,790
	3	\$19.5964	\$41,074
Grade 3 @ 7.5 hrs	0	\$19.5964	\$38,507
	1	\$20.2493	\$39,790
	2	\$20.9027	\$41,074
	3	\$21.5562	\$42,358
Grade 3 @ 8 hrs	0	\$18.3716	\$38,507
	1	\$18.9837	\$39,790
	2	\$19.5964	\$41,074
	3	\$20.2090	\$42,358
Grade 4 @ 7 hrs	0	\$22.3964	\$41,075
	1	\$23.0960	\$42,358
	2	\$23.7952	\$43,640
	3	\$24.4953	\$44,924
Grade 5 @ 7 hrs	0	\$23.0960	\$42,358
	1	\$23.7952	\$43,640
	2	\$24.4953	\$44,924
	3	\$25.1954	\$46,208
Grade 6 @ 7 hrs	0	\$24.4953	\$44,924
	1	\$25.1954	\$46,208
	2	\$25.8944	\$47,490
	3	\$26.5942	\$48,774
Grade 6 @ 8 hrs	0	\$21.4334	\$44,924
	1	\$22.0460	\$46,208
	2	\$22.6577	\$47,491
	3	\$23.2699	\$48,774
Grade 7 @ 7 hrs	0	\$25.8944	\$47,490
	1	\$26.5942	\$48,774
	2	\$27.2949	\$50,059
	3	\$27.9933	\$51,340
Grade 7 @ 8 hrs	0	\$22.6577	\$47,491
	1	\$23.2699	\$48,774
	2	\$23.8831	\$50,059
	3	\$24.4942	\$51,340
Grade 8 @ 7 hrs	0	\$27.2944	\$50,058
	1	\$27.9933	\$51,340
	2	\$28.6941	\$52,625
	3	\$29.3938	\$53,908
Grade 9 @ 8 hrs	0	\$25.0791	\$52,566
	1	\$25.6618	\$53,787
	2	\$26.2447	\$55,009
	3	\$26.9439	\$56,474

Full Time	Step	Hourly Rate	Annual*
Grade 10 @ 7 hrs	0	\$31.2924	\$57,390
	1	\$32.6464	\$59,874
	2	\$34.0035	\$62,362
	3	\$35.3576	\$64,846
Grade 10 @ 8 hrs	0	\$27.3808	\$57,390
	1	\$28.5656	\$59,874
	2	\$29.7531	\$62,363
	3	\$30.9379	\$64,846
Grade 11 @ 8 hrs	0	\$30.3273	\$63,566
	1	\$30.9338	\$64,837
	2	\$31.7106	\$66,465
	3	\$32.6600	\$68,455
Grade 12 @ 7 hrs	0	\$36.6584	\$67,232
	1	\$37.9917	\$69,677
	2	\$38.9257	\$71,390
	3	\$40.6588	\$74,568
Grade 12 @ 8 hrs	0	\$32.0761	\$67,231
	1	\$33.2427	\$69,677
	2	\$34.0600	\$71,390
	3	\$35.5765	\$74,568
Grade 13 @ 7 hrs	0	\$41.9175	\$76,877
	1	\$43.5886	\$79,942
	2	\$44.8965	\$82,340
	3	\$46.2430	\$84,810

Part Time	Step	Hourly Rate
PT Custodian	0	\$17.6093
	1	\$18.0727
	2	\$18.5256
	3	\$18.9995
PT Office Assistant	0	\$18.2097
	1	\$18.6731
	2	\$19.1259
	3	\$19.5893
PT Fiscal Clerk	0	\$18.5256
	1	\$18.9995
	2	\$19.4735
	3	\$19.9369
PT Account Clerk	0	\$22.3964
	1	\$23.0960
	2	\$23.7951
	3	\$24.4954
PT Fire Inspector	0	\$22.6541
	1	\$23.2754
	2	\$23.8863
	3	\$24.4971
PT Electrical Inspector	0	\$26.3718
	1	\$27.1722
	2	\$27.9727
	3	\$28.8258

*Annual Salaries are calculated based upon 262 work days

APPENDIX A: MUNICIPAL PAY PLANS, continued
FY 2020-2021 Municipal Pay Plan

Full Time	Step	Hourly Rate	Annual*
Grade 1 @ 7 hrs	0	\$15.3555	\$28,054
	1	\$15.5872	\$28,478
	2	\$15.8083	\$28,882
	3	\$16.0400	\$29,305
Grade 2 @ 8 hrs	0	\$18.2029	\$38,008
	1	\$18.8309	\$39,319
	2	\$19.4583	\$40,629
	3	\$20.0863	\$41,940
Grade 3 @ 7.5 hrs	0	\$20.0863	\$39,319
	1	\$20.7555	\$40,629
	2	\$21.4253	\$41,940
	3	\$22.0951	\$43,251
Grade 3 @ 8 hrs	0	\$18.8309	\$39,319
	1	\$19.4583	\$40,629
	2	\$20.0863	\$41,940
	3	\$20.7142	\$43,251
Grade 4 @ 7 hrs	0	\$22.9563	\$41,941
	1	\$23.6734	\$43,251
	2	\$24.3900	\$44,561
	3	\$25.1077	\$45,872
Grade 5 @ 7 hrs	0	\$23.6734	\$43,251
	1	\$24.3900	\$44,561
	2	\$25.1077	\$45,872
	3	\$25.8253	\$47,183
Grade 6 @ 7 hrs	0	\$25.1077	\$45,872
	1	\$25.8253	\$47,183
	2	\$26.5418	\$48,492
	3	\$27.2590	\$49,802
Grade 6 @ 8 hrs	0	\$21.9693	\$45,872
	1	\$22.5972	\$47,183
	2	\$23.2242	\$48,492
	3	\$23.8516	\$49,802
Grade 7 @ 7 hrs	0	\$26.5418	\$48,492
	1	\$27.2590	\$49,802
	2	\$27.9773	\$51,115
	3	\$28.6931	\$52,422
Grade 7 @ 8 hrs	0	\$23.2242	\$48,492
	1	\$23.8516	\$49,802
	2	\$24.4802	\$51,115
	3	\$25.1065	\$52,422
Grade 8 @ 7 hrs	0	\$27.9768	\$51,114
	1	\$28.6931	\$52,422
	2	\$29.4114	\$53,735
	3	\$30.1286	\$55,045
Grade 9 @ 8 hrs	0	\$25.7061	\$53,674
	1	\$26.3034	\$54,921
	2	\$26.9008	\$56,169
	3	\$27.6175	\$57,665

Full Time	Step	Hourly Rate	Annual*
Grade 10 @ 7 hrs	0	\$32.0747	\$58,601
	1	\$33.4626	\$61,136
	2	\$34.8536	\$63,677
	3	\$36.2416	\$66,213
Grade 10 @ 8 hrs	0	\$28.0653	\$58,600
	1	\$29.2798	\$61,136
	2	\$30.4969	\$63,678
	3	\$31.7114	\$66,213
Grade 11 @ 8 hrs	0	\$31.0855	\$64,906
	1	\$31.7072	\$66,205
	2	\$32.5034	\$67,867
	3	\$33.4765	\$69,899
Grade 12 @ 7 hrs	0	\$37.5749	\$68,649
	1	\$38.9415	\$71,146
	2	\$39.8988	\$72,895
	3	\$41.6753	\$76,141
Grade 12 @ 8 hrs	0	\$32.8780	\$68,649
	1	\$34.0738	\$71,146
	2	\$34.9115	\$72,895
	3	\$36.4659	\$76,141
Grade 13 @ 7 hrs	0	\$42.9654	\$78,498
	1	\$44.6783	\$81,627
	2	\$46.0189	\$84,077
	3	\$47.3991	\$86,598

Part Time	Step	Hourly Rate
PT Custodian	0	\$18.0495
	1	\$18.5245
	2	\$18.9888
	3	\$19.4745
PT Office Assistant	0	\$18.6649
	1	\$19.1399
	2	\$19.6040
	3	\$20.0790
PT Fiscal Clerk	0	\$18.9888
	1	\$19.4745
	2	\$19.9603
	3	\$20.4353
PT Account Clerk	0	\$22.9563
	1	\$23.6734
	2	\$24.3899
	3	\$25.1078
PT Fire Inspector	0	\$23.2205
	1	\$23.8573
	2	\$24.4834
	3	\$25.1096
PT Electrical Inspector	0	\$27.0311
	1	\$27.8515
	2	\$28.6720
	3	\$29.5464

**Annual Salaries are calculated based upon 261 work days*

APPENDIX B: SKMEA POSITION ALLOCATION SCHEDULE

<u>GRADE</u>	<u>FULL TIME POSITIONS</u>
GRADE 1:	Building Maintenance Assistant
GRADE 2:	
GRADE 3:	Building Maintenance Technician
GRADE 4:	Account Clerk I Office Clerk II Secretary
GRADE 5:	Financial Assistant Town Clerk's Office Clerk
GRADE 6:	Account Clerk II Administrative Support Associate Data Assessment Clerk Facilities Manager Recreation Supervisor
GRADE 7:	Facilities Manager II Fire Inspector Planning Associate Police Administrative Clerk Police Prosecution Clerk Senior Account Clerk Water Operator I
GRADE 8:	Assistant Building Inspector Engineering Assistant GIS Technician Police Records Clerk Real Estate Appraiser
GRADE 9:	Assistant Communications Superintendent
GRADE 10:	Administrative Assistant Assessor Administrative Assistant Public Services Building Inspector GIS Analyst Payroll Administrator Purchasing Agent Wastewater Electrician
GRADE 11:	Pretreatment Coordinator
GRADE 12:	Assistant Wastewater Superintendent Network Administrator Senior Planner Accountant Staff Engineer
GRADE 13:	GIS Administrator Principal Planner

APPENDIX C: HEALTHCARE SUMMARY OF BENEFITS

Please see the following pages for the Blue Cross Blue Shield of Rhode Island (BCBSRI) HealthMate Coast-to-Coast Summary of Benefits and Coverage and the Delta Dental Summary of Benefits and Coverage for the coverage period July 1, 2018 – June 30, 2019. As the medical and dental Summary of Benefits and Coverage documents for July 1, 2019 – June 30, 2020 and July 1, 2020 – June 30, 2021 become available, the documents will be appended to this agreement.



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

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	For Out-of-Network providers \$200 for an individual plan / \$600 for a family plan.	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Doesn't apply to some services with a fixed dollar copay.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply.
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet deductible for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	For In Network providers \$6350 for an individual plan / \$12700 for a family plan. For Out-of-Network providers \$6350 for an individual plan / \$12700 for a family plan.	The <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 <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of <u>network providers</u> .	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 <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	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)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	\$10 copay per visit	\$10 copay plus 20% coinsurance per visit	None
	Specialist visit	\$15 copay per visit	\$15 copay plus 20% coinsurance per visit	Chiropractic Services are limited to 12 visits per year
	Preventive care/ screening/immunization	No Charge	\$10 copay plus 20% coinsurance	Member liability for Out-of-Network is based on services received; You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.Caremark.com .	Tier 1 generic drugs	20% Coinsurance (Retail & Mail Order)	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
	Tier 2 preferred brand name drugs	20% Coinsurance (Retail & Mail Order)	Not Covered	
	Tier 3 non-preferred brand name drugs	20% Coinsurance (Retail & Mail Order)	Not Covered	
	Tier 4 specialty prescription drugs	20% Coinsurance (CVS Specialty Pharmacy only)	Not Covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is recommended
	Physician/surgeon fees	No Charge	20% coinsurance	None

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)	
If you need immediate medical attention	Emergency room care	\$75 copay per visit	\$75 copay; deductible does not apply per visit	Emergency room: Copay waived if admitted; Urgent Care: Visit only; additional services received are subject to additional out-of-pocket costs.
	Emergency medical transportation	\$50 copay per trip	\$50 copay; deductible does not apply per trip	
	Urgent care	\$20 copay per urgent care center visit	\$20 copay plus 20% coinsurance per urgent care center visit	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	45 day limit at an inpatient rehabilitation facility; Preauthorization is recommended
	Physician/surgeon fee	No Charge	20% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 copay/office visit No Charge for outpatient services	\$15 copay plus 20% coinsurance/office visit 20% coinsurance for outpatient services	Preauthorization is recommended for certain services
	Inpatient services	No Charge	20% coinsurance	
If you are pregnant	Office visits	\$15 copay per visit	\$15 copay plus 20% coinsurance per visit	Depending on the type of services, coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance	Private duty nursing: 20% coinsurance
	Rehabilitation services	20% coinsurance	20% coinsurance	Includes Physical, Occupational and Speech Therapy; No charge for services to treat autism spectrum disorder.
	Habilitation services	20% coinsurance	20% coinsurance	
	Skilled nursing care	No Charge	20% coinsurance	Preauthorization is recommended; Custodial care is not covered
	Durable medical equipment	20% coinsurance	20% coinsurance	Preauthorization is recommended for certain services.
	Hospice service	No Charge	20% coinsurance	Preauthorization is recommended
If your child needs dental or eye care	Children's eye exam	\$10 copay per visit	\$10 copay plus 20% coinsurance per visit	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 <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none">• Acupuncture• Cosmetic surgery• Dental care (Adult)	<ul style="list-style-type: none">• Glasses, child• Long-term care• Dental check-up, child	<ul style="list-style-type: none">• Routine foot care unless to treat a systemic condition• Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none">• Bariatric Surgery• Chiropractic care• Hearing aids	<ul style="list-style-type: none">• Infertility treatment• Most coverage provided outside the United States. Contact Customer Service for more information.• Private-duty nursing	<ul style="list-style-type: none">• Routine eye care (Adult)

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

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

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

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

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

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

Language Access Services:

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

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

如果需要中文的帮助，请拨打这个号码 1-800-639-2227.

Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-639-2227.

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

About these Coverage Examples:



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

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

- The plan's overall deductible \$0
- Specialist copayment \$15
- 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*)

Total Example Cost	\$12,800
---------------------------	-----------------

In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$20
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$100
The total Peg would pay is	\$120

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

- The plan's overall deductible \$0
- Specialist copayment \$15
- 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*)

Total Example Cost	\$7,400
---------------------------	----------------

In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$110
Coinsurance	\$1,200
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Joe would pay is	\$1,370

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

- The plan's overall deductible \$0
- Specialist copayment \$15
- 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*)

Total Example Cost	\$1,900
---------------------------	----------------

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$200
Coinsurance	\$80
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$280

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

TOWN OF SOUTH KINGSTOWN

Product Name: Delta Dental PPO Plus Premier

Plan Type: National Coverage

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%,80%) . Your group number is **5885-0608**. [Coverage for benefits with time limitations \(i.e. 6,12,24,36 or 60 months\) is calculated to the exact day.](#)

The annual maximum is:	\$2,000.00 per member per calendar year (Periodontal services limited to \$400.00)
The annual deductible is:	\$0.00
The maximum lifetime cap:	Unlimited

Pretreatment estimates are recommended for underlined procedures.

Periodontal Maximum \$400.00 (Your periodontal benefits are applied to your Annual Maximum total.)

Level I Benefits

Plan pays 100%; Member Coinsurance 0%

- Oral exam - once per calendar year performed by a general dentist
- Cleaning - twice per calendar year
- Fluoride treatment - for children under age 19 once per calendar year
- Bitewing x-rays - one set per calendar year
- Complete x-ray series or panoramic film once every 36 months
- Single x-rays as required
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would've been paid for an amalgam filling. Patient responsible for balance up to the dentist's charge.

Level II Benefits

Plan pays 100%; Member Coinsurance 0%

- Space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth - one procedure per tooth per lifetime. Vital pulpotomy and apicoectomies also covered once per tooth per lifetime.
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasing or relining of partial or complete dentures once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months

Plan pays 50%; Member Coinsurance 50%

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

Level III Benefits

Plan pays 50%; Member Coinsurance 50%

- Bridges and crowns over implants - replacement limited to once every 60 months
- Partial and complete dentures - replacement limited to once every 60 months
- Surgical placement of endosteal implant and abutment, once per tooth site per lifetime

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

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

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

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

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