

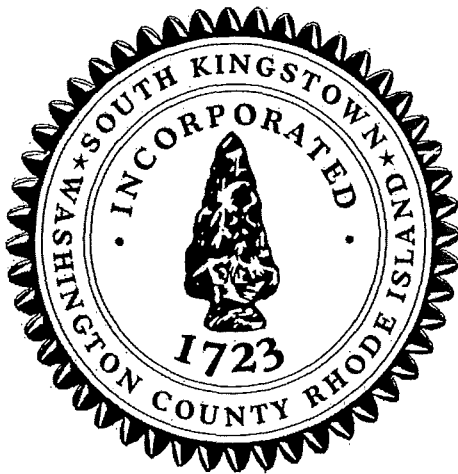
Collective Bargaining Agreement

Between

The Town of South Kingstown, RI

And

**International Association of Fire Fighters
Local #3365, AFL-CIO**



Date

July 1, 2021 – June 30, 2024

TABLE OF CONTENTS

ARTICLE 1 - GENERAL	1
SECTION 1.01 - AGREEMENT.....	1
SECTION 1.02 - RECOGNITION	1
SECTION 1.03 - UNION SECURITY.....	1
SECTION 1.04 - MANAGEMENT RIGHTS.....	2
SECTION 1.05 - DISCHARGE AND DISCIPLINE.....	2
SECTION 1.06 - TIME OFF WHILE PERFORMING UNION DUTIES	3
SECTION 1.07 - BULLETIN BOARD/UNION NOTICES	3
SECTION 1.08 - LEAVE BALANCE REPORTS.....	3
 ARTICLE 2 - EMPLOYEE BENEFITS.....	 4
SECTION 2.01 - SENIORITY	4
SECTION 2.02 - BID SYSTEM.....	4
SECTION 2.03 - ACCESS TO PERSONNEL FILES	5
SECTION 2.04 - ISSUED EQUIPMENT.....	5
SECTION 2.05 - EDUCATION EXPENSES.....	6
SECTION 2.06 - LEGAL INDEMNIFICATION	6
 ARTICLE 3 - COMPENSATION.....	 7
SECTION 3.01 - SALARIES	7
SECTION 3.02 - LONGEVITY PAY.....	8
SECTION 3.03 - PAID HOLIDAYS	8
SECTION 3.04 - OVERTIME	8
SECTION 3.05 - COURT TIME.....	10
 ARTICLE 4 - LEAVE.....	 10
SECTION 4.01 - SICK LEAVE	11
SECTION 4.02 - BEREAVEMENT LEAVE.....	12
SECTION 4.03 - PERSONAL LEAVE	12
SECTION 4.04 - LEAVE OF ABSENCE	13
SECTION 4.05 - VACATIONS	14
SECTION 4.06 - COMPENSATORY LEAVE.....	15
SECTION 4.07 - FAMILY SICK LEAVE	16
SECTION 4.08 - SUBSTITUTIONS.....	16
SECTION 4.09 - TEMPORARY VACANCY.....	16

SECTION 4.10 - PARENTAL LEAVE	17
ARTICLE 5 - MEDICAL/LIFE INSURANCE/PENSION	17
SECTION 5.01 - MEDICAL AND DENTAL INSURANCE	18
SECTION 5.02 - LIFE INSURANCE	20
SECTION 5.03 - MEDICAL EXPENSES FOR EMPLOYEE'S FAMILY.....	20
SECTION 5.04 - RETIREMENT PLAN.....	21
SECTION 5.05 - RETIREMENT HEALTH BENEFITS.....	21
SECTION 5.06 - SURVIVOR BENEFITS	22
SECTION 5.07 - ILLNESS/INJURIES	22
SECTION 5.08 - LIGHT DUTY	22
ARTICLE 6 - PROMOTION/ OFFICERS.....	24
SECTION 6.01 - SELECTION AND QUALIFICATIONS	24
SECTION 6.02 - REASSIGNMENT/REMOVAL	25
SECTION 6.03 - ACTING AN OFFICER.....	25
SECTION 6.04 - AN OFFICER VACANCIES.....	25
ARTICLE 7 - MUTUAL AID/WORKING CONDITIONS	26
SECTION 7.01 - MUTUAL AID	26
SECTION 7.02 - WORKING CONDITIONS	26
SECTION 7.03 - LAYOFF	26
SECTION 7.04 - HOURS.....	26
ARTICLE 8 - GRIEVANCE PROCEDURE.....	27
SECTION 8.01 - GRIEVANCE PROCEDURE.....	27
ARTICLE 9 - DURATION/SEVERABILITY.....	28
SECTION 9.01 - DURATION.....	28
SECTION 9.02 - SEVERABILITY	28
APPENDIX A - HEALTHCARE SUMMARY OF BENEFITS.....	30

ARTICLE 1 - GENERAL

SECTION 1.01 - AGREEMENT

Pursuant to the provisions of Title 28, Chapter 9.01 of the General Laws of Rhode Island, 1956, as amended, entitled "Fire Fighters' Arbitration"; this contract is made and entered into this _____ day of May, 2021 by and between the TOWN OF SOUTH KINGSTOWN and LOCAL 3365, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO.

SECTION 1.02 - RECOGNITION

Pursuant to an election conducted by the State Labor Relations Board on January 11, 1991, the Town of South Kingstown recognizes Local 3365 of the International Association of Fire Fighters, AFL-CIO as the sole and exclusive bargaining agent for those permanent uniformed employees of the South Kingstown Emergency Medical Services as defined in Case No. EE3482. Said recognition is for the purpose of Collective Bargaining relative to wages, salaries, pensions, hours and other terms and conditions of employment.

SECTION 1.03 - UNION SECURITY

- A. Upon being hired, employees 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 Town and the Union.

- B. An employee wishing to change their membership status may do so by providing written notice to the Town and the Union. The change in membership status shall take effect upon receipt of the notice by the Town and the Union.
- C. The provisions of RIGL § 28.9.1-18 shall apply to any employee who has elected Option 2.
- D. 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.

- E. For employees who have elected Option 1, the Town agrees to withhold any membership dues and assessments from the employees' pay. 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.
- F. The Union agrees to indemnify and hold harmless the Town from any lawsuits, damages, judgements, results, ramifications, and/or effects occurring pursuant to any deductions made regarding any membership dues and/or assessments made by the Town at the request of the Union.
- G. The Chief of Emergency Medical Services shall be excluded as a member of this Bargaining Unit, and therefore, shall not be subject to this section.

SECTION 1.04 - MANAGEMENT RIGHTS

- A. The Union acknowledges that the Town retains the responsibility for the administration of the Emergency Medical Services Department of the Town which it shall exercise under the provisions of Law and in fulfilling its responsibilities under this Agreement.
- B. Except as modified by the terms of this Agreement, the Town retains and reserves unto itself all right, power, authority, duty, and responsibility confirmed on and vested in it by the laws and constitutions of the United States of America and the State of Rhode Island.
- C. The Town further retains the right to make and promulgate reasonable rules and regulations governing the conduct of the EMS Department.

SECTION 1.05 - DISCHARGE AND DISCIPLINE

- A. The Town shall have the right to discharge and/or discipline employees at any time for just cause; and in the case of discharge shall give the Union and the employee at the time of said discharge the reasons for discharge in writing by giving a copy to the employee and the Local Union President. In the event the Union and/or the employee shall claim that any such discharge has been made without just cause, such claim shall be presented in writing within five (5) business days from the date of such discharge and shall be disposed of under the grievance procedure. A permanent employee shall have the right to challenge said discipline and/or discharge under the grievance procedure of the Collective Bargaining Agreement.
- B. Probationary employees shall be subject to discharge at any time within their probationary period without recourse to any legal remedies including but not limited to the grievance procedure of this Collective Bargaining Agreement.

- C. All members shall maintain a valid driver's license and paramedic licensure through the State of Rhode Island Department of Health license and the National Registry. In the event of any conflict between the licensure standards or requirements of the State of Rhode Island Department of Health and the National Registry, all members shall be deemed to be in compliance with this provision of the Agreement if they have meet the Rhode Island Department of Health standards or requirements.
 - 1. Failure to maintain a valid driver's license shall result in unpaid suspension up to and including termination.
 - 2. Failure to maintain Paramedic licensure shall result in termination.
- D. Any unauthorized absences without notification shall be cause for disciplinary action up to and including termination.

SECTION 1.06 - TIME OFF WHILE PERFORMING UNION DUTIES

The Town agrees to replace without loss of pay or the requirement to make up such time the President of Local 3365 and one Executive Board member or delegate to attend the following Union functions as follows:

- | | |
|-------------------------------------------|--------------------------------|
| A. Formal Contract Negotiations with Town | President and One Board Member |
| B. Arbitration Hearings | President and One Member |
| C. Meetings Called by the Town Manager | President Only |
| D. Independent Medical Exam (IME) | President or Designee |

SECTION 1.07 - BULLETIN BOARD/UNION NOTICES

The Town agrees to allow the Local to post notices in any EMS facility for members of this Collective Bargaining Agreement.

SECTION 1.08 - LEAVE BALANCE REPORTS

Individual employee Leave Balances are provided bi-weekly on employee pay stubs.

ARTICLE 2 - EMPLOYEE BENEFITS

SECTION 2.01 - SENIORITY

Seniority of members of the Bargaining Unit shall be calculated after the member successfully completes the six (6) month probationary period and shall then revert back to the date of original appointment to a permanent full-time position in the EMS program. Up to date seniority lists shall be posted annually by the Town in each EMS Facility and shall be distributed to the Union President.

- A. When two or more appointments are effective on the same date, the Chief shall determine the order of seniority based on the ranking of candidates from the applicant pool.
- B. All employees shall be defined as one of the following:
 - 1. Full-Time Employee - A full-time employee shall be defined as a permanent employee of the Town of South Kingstown Emergency Medical Services Department who works an average forty-two (42) hour position and has completed an initial probationary period.
 - 2. Probationary Employee - A probationary employee shall be defined as a permanent full-time employee of the Town of South Kingstown Emergency Medical Services Department who works an average of forty-two (42) hour position and is currently under an initial probationary period.

SECTION 2.02 - BID SYSTEM

- A. There shall be an annual shift bid on the second Tuesday of May each year. Such annual shift bid shall apply to any current openings that exist or any opening created by a member who elects to voluntarily vacate their shift position. Bidding shall proceed in seniority (in rank) order, with the member with the greatest amount of service in that particular rank bidding first and so forth. In the event that a person vacates his or her shift position and their position is not filled by another member of equal rank, then the original member who vacated their shift position must remain in their originally shift bid position, unless the member bids to a subsequent open position. Once assigned to a position, each member of the EMS Department is locked into their respective group, station and position unless they choose to bid for a vacant position.
- B. In addition to the annual bid, a vacancy bid shall be held whenever a vacancy occurs. The vacancy bid shall occur as described in the preceding section. When a vacant position exists, a notice shall be posted for no less than ten (10) full business days notifying all concerned parties of the date, time and place of the upcoming bid. The Town shall post the vacant position and the Local shall conduct the bidding session.

When a member is awarded an assignment due to the bid, their position immediately becomes open and will be filled by the same system during the same bidding session. If a position remains vacant at the end of the bid session, the position shall be filled by the employee with the least amount of seniority (which shall include Probationary employees). When a bidding session is completed, the Union shall within forty-eight (48) hours give to the Chief of the Department in writing a list of any and all transfers to be made. The Chief shall within fifteen (15) days of receipt shall execute the transfers.

- C. All probationary employees shall be placed on shifts at the discretion of the Chief to assure their proper training. At the end of their probationary period, said employees shall be placed on shifts according to the bid system that is then in effect.
- D. Nothing in this agreement shall be construed as to limit, interfere with, or otherwise challenge the management rights of the Town through the Chief to transfer any member from any shift to another shift where such transfer is in the best interest of and conducive to the harmony, productivity and good order and discipline of the department.

SECTION 2.03 - ACCESS TO PERSONNEL FILES

After twenty-four (24) hours notice, the Town agrees to allow any member of the EMS Department to view any and all records maintained by the Town that refer to the selection, performance, promotion, or any other aspects of salary, wages or working conditions of said employee.

SECTION 2.04 - ISSUED EQUIPMENT

- A. All members of the bargaining unit shall receive a complete initial issue of equipment and new uniforms. The Town will replace articles of clothing and equipment as needed due to wear with the approval of the Chief, within thirty (30) calendar days of the employee's request, or if the item is backorder, once available through the vendor. If an item is on backorder, should a similar or equivalent item be available, the similar or equivalent item may be issued as a substitute. The Town will replace lost or stolen items; however the individual member is financially liable for their issued equipment in the event of loss or theft due to negligence. Uniforms and equipment are the property of the Town and shall be surrendered to the Chief when issued new uniforms or equipment, or upon the employee leaving the Town's service. All items below will be agreed upon by the Town and the bargaining unit.

Equipment shall consist of:

- One helmet color appropriate for position
- One rescue/extrication coat/pants (turnout gear)
- One pair of extrication gloves
- One multi-season coat

Uniform shall consist of:

- Four EMS uniform pants color navyblue
- Four EMS short sleeve polo shirts
- One EMS half zip pullover shirt
- One trouser duty belt
- Duty boots, to be replaced as needed with the cost being no more than \$350 in a two (2) year period (reimbursement eligible)
- Extrication boots (department issued as turnout gear)

B. Departmental issued clothing will be cleaned by the Town on the following basis:

- 3 shirts per week
- 3 undergarment shirts per week
- 3 pants per week

SECTION 2.05 - EDUCATION EXPENSES

A. The Town will provide continuing education assistance in the following amounts:

FY 2021-2022	FY 2022-2023	FY 2023-2024
\$699.00	\$799.00	\$899.00

Such assistance to each paramedic required to maintain licensure shall be disbursed no later than August 7th annually to compensate for the cost of continuing education. This shall be issued in a check separate from the bi-weekly pay check. Members will not be eligible for the continuing education assistance until the first disbursement after they have completed probation.

- B. The Town will provide the members with ACLS, PALS, and BLS classes annually. Attendance is not mandatory.
- C. The Town will not grant education leave associated with recertification. Recertification hours off duty will not be eligible for compensation.
- D. Mandatory education may be required at the discretion of the Chief. In the event that the Chief requires members to attend training, members will be granted one hour of compensation leave for each hour of education.

SECTION 2.06 - LEGAL INDEMNIFICATION

- A. In the event that any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his/her duties as

an employee of the South Kingstown EMS Division, the Town of South Kingstown agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment subject to the limitations imposed by RIGL § 9-31-3 rendered against such employees in such proceeding.

- B. This section shall not apply to tortuous conduct of an employee which is willful, deliberate, or beyond the scope of his/her employment.

ARTICLE 3 - COMPENSATION

SECTION 3.01 - SALARIES

A.

FY 2021-2022	Step 0	Step 1	Step 2	Step 3
Captain (1.65%)				\$60,703
Lieutenant (2.0%)				\$58,737
Paramedic	\$52,253	\$54,279	\$55,452	\$57,585
FY 2022-2023	Step 0	Step 1	Step 2	Step 3
Captain				\$62,220
Lieutenant				\$60,205
Paramedic	\$53,560	\$55,636	\$56,839	\$59,025
FY 2023-2024	Step 0	Step 1	Step 2	Step 3
Captain				\$63,465
Lieutenant				\$61,409
Paramedic	\$54,631	\$56,749	\$57,976	\$60,205

Step 0: Probationary period of six (6) months

Step 1: Upon successful completion of probationary period; at six (6) month hiring anniversary date

Step 2: At eighteen (18) month hiring anniversary date; twelve (12) months following move to Step 1

Step 3: At thirty (30) month hiring anniversary date; twelve (12) months following move to Step 2

- B. Shift Differential and Temporary Adjustment: Employees working at a capacity greater than their assigned position will receive the rate of pay equal to the position they are acting in for the time worked in that role. During the period July 1, 2021 to December 31, 2021, Lieutenants will be paid a 1.65% differential as compensation for work associated with preparing to transition to a new rank structure.
- C. Per Diem employees shall be compensated at a base rate of no more than twenty- five (25) dollars per hour.

SECTION 3.02 - LONGEVITY PAY

Longevity pay shall be paid in semi-annual payments with the first payment due on the second pay date in July and second payment due on the first pay date in January. Members first becoming eligible for longevity pay after June 30 but before January 1 shall receive a longevity check on the first pay date in January. Members first becoming eligible for longevity pay on or after January 1st, but before July 1st shall receive a longevity check on the second pay date in July. Semi-Annual payments will be calculated using the following formula:

$$(\text{Base Salary} \times \text{Longevity Percentage}) \text{ divided by } 2 = \text{Semi-Annual Payment}$$

Longevity pay shall be considered as a part of base salary for pension purposes only.

Service Years	Percentage of Base Salary
Five (5) years of service But less than ten (10) years	7.25%
Ten (10) years of service But less than fifteen (15) years	7.75%
Fifteen (15) years But less than twenty (20) years	8.25%
Twenty (20) years of service or more	8.75%

SECTION 3.03 - PAID HOLIDAYS

- A. Employees covered by this Agreement shall be granted uniformly an additional eight (8) hours pay per holiday and four (4) hours pay per half-day holiday.
- B. The following are designated as holidays:
- | | | | |
|----------------|------------------|------------------|-----------------------|
| New Year's Day | Mothers' Day | Fathers' Day | Good Friday (1/2 day) |
| Easter Sunday | Memorial Day | Independence Day | Labor Day |
| Columbus Day | Thanksgiving Day | Christmas Eve | Christmas Day |
| New Years' Eve | | | |
- C. The Collective Bargaining Unit shall receive holiday pay in two (2) checks payable in the first pay period of December and in July retroactively.

SECTION 3.04 - OVERTIME

- A. Overtime will be awarded whenever any member works past the end of their shift or fills for a vacancy and will be calculated at one and one-half (1 ½) times the hourly rate of pay. For each hour or part of an hour worked, overtime and compensatory time shall be earned in fifteen minute increments.
- B. Employees performing in the role of an officer on overtime will receive one and one-half (1 ½) times the hourly rate of the relevant officer's pay.
- C. Any Shift vacancies will first be offered to full-time employees. If shifts remain unfilled by the cutoff date posted when advertised, they will then be offered to per diem employees.

D. It is the intent of the Town that overtime work shall be equally distributed among qualified employees. Qualified employees shall be defined as those employees who have the skills, and certification where required, to perform the overtime assignment. The overtime process will be agreed upon by both the Town and the Union. The Captain will be responsible for proper implementation of the overtime process. When necessary, employees will be required to work overtime for all or part of a shift if no other employee is available to work overtime voluntarily. Mandatory overtime shall be enforced under the following conditions:

1. Mandatory overtime shall be enforced as a mandatory order back. An order back shall be done beginning with the least senior member of the department utilizing a rotating list maintained by the Union. No employee shall be ordered back while on approved leave. Any member ordered back for duty for less than a full shift shall be compensated at the rate of time and one-half (1 1/2) of their hourly rate for all hours worked, with a minimum of four (4) hours. An employee shall be credited on the Mandatory Order Back list once they report for duty or is required to work at least two (2) hours past their regular shift. The Mandatory Order Back List shall rotate based on seniority without resetting in perpetuity. No member shall be held on consecutive mandatory overtime or mandatory order backs.
2. Any mandatory overtime that occurs on the following holidays shall be credited twice on the mandatory order back list:
 - New Year's Day
 - Easter Sunday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
3. Members on Military Leave or On-the-Job-Injury (OJI) status and newly hired employees shall be credited on the Mandatory Overtime List so as to be equal with the member with the least number of Mandatory Overtime shifts.
4. No employee shall be required to work greater than thirty-six (36) consecutive hours without twelve (12) hours off duty unless directed to do so under an emergency situation by the Town Manager or Chief. However, employees may be allowed to voluntarily work up forty-eight consecutive (48) hours. Any work

greater than 48 consecutive hours must be approved by the Chief.

5. If a member has taken a complete work week of vacation, then the member shall not be subject to an order back until the start of his or her next regularly scheduled work week, except in the event of a bona fide emergency as determined by the Town Manager or Town Council.

SECTION 3.05 - COURT TIME

- A. All members of the Department when required to appear in court for any department related reason shall be compensated for each hour or part of an hour worked. Overtime and compensatory time shall be earned in fifteen minute increments at the overtime rate.
- B. Should the employee be scheduled for duty, he/she will be allowed the necessary time away from duty and compensated at the straight time pay rate.

ARTICLE 4 - LEAVE

For the purposes of these sections, a twelve (12) hour increment shall refer to 0700 to 1900, or 1900 to 0700.

Paid Holidays are listed in section 3.03.

In the event that more than one member of the Collective Bargaining Unit submits a leave request for the same date and time, the date of the submission will be used to select the order of approval. In the event that more than one member has the same date of submission, seniority will be used.

At any given time a minimum of one (1) full-time member must staff each vehicle that is in service. Personal Leave notwithstanding, no more than three (3) members of the Collective Bargaining Unit shall be granted leave time. Leave is to be approved based upon the limitations described within this article and no leave request shall be unreasonably denied.

Short notice leave will be allowed if there is an available leave slot open, the shift officer is able to fill the shift and appropriate staffing levels are maintained and will not result in mandatory overtime. Short notice leave requests will be filled by the on-duty officer or the Chief. At no time shall an employee find a replacement to fill their leave time. "Short notice leave" is defined as the use of accrued leave hours, excluding sick leave, outside of the prescribed leave approval time frames.

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

The parties recognize that effective January 1, 2019 employees and the Town have rights as provided by the state's Temporary Disability Insurance (TDI) program and related laws, as they may be amended from time to time. If an employee is granted a leave as set forth in this article where TDI applies, TDI shall run concurrently with said leave.

SECTION 4.01 - SICK LEAVE

- A. Sick leave will be accrued based on the following schedule:

<u>Hours Annually</u>	<u>Hours Per Pay Period</u>	<u>Maximum Accumulation</u>
120	4.6154	1,440 hours

- B. Sick leave will be granted for absence from duty because of personal illness or physical incapacity due to injury. A personal illness or physical incapacity shall include exams, therapy, and other treatments which involve a life threatening disease and which cannot be administered at any time other than during the regular work day. Pre-operative surgery testing and oral surgery with a physician's confirmation shall be included.
- C. In the event of an unexpected illness, the employee is required to notify Dispatch, by calling the designated non-emergency phone number, of intent to use sick leave no later than two (2) hours before the start of the employee's shift. Dispatch will then notify the on duty officer. At no time should there be a direct call to the on duty officer to notify of intent to use sick leave.
- D. The Town may require a physician's certificate as satisfactory evidence in support of the following:
1. Any request for future sick leave for a period of one (1) year, provided the employee has been notified of this requirement. At the end of one (1) year, the employee will not have to provide a physician's certificate unless the Town informs the employee that such evidence shall be required.
 2. Any use of sick leave on the second of two holidays recognized by this agreement if such sick leave is taken within a twelve-month period.
 3. Consistent with subparagraph 2 above, use of sick leave on a second day immediately before or after a holiday recognized by this agreement. Failure to produce a physician's certificate when required shall constitute reason for non-payment for the sick leave taken and for the holiday and/or other leave.
 4. Bargaining Unit members with five (5) or more years of service who resign or leave the Town's service in good standing shall receive payment for not more than twenty-five (25%) percent of the unused sick leave that has been accrued provided that the member has accrued a minimum of three hundred sixty (360) hours.
 5. Sick leave will be granted in twelve (12) hour increments.

6. All employees who retire from the Town will be eligible for seventy-five (75%) percent of all accumulated sick leave if that member has accrued a minimum of three hundred sixty (360) hours. To determine payments made under this provision, the hourly rate shall be defined as the annual salary rate of pay excluding longevity and divided by 2080.
 7. Employees retiring due to job related disability will be eligible for payment of all accumulated sick leave hours.
 8. New employees shall be awarded their first six-month accrual of sick leave (48 hours) upon hire.
- E. Any employee covered by this Agreement who is in need, who has not previously abused his/her sick leave, and has exhausted all available paid leave, may be eligible to receive donated sick leave from other members of the bargaining unit. Written requests for consideration shall be submitted to the Chief by the employees both offering to donate and requesting to receive donated sick leave. The Union shall appoint a two-person committee to collectively assist and aid the Chief in making decisions regarding the use of donated sick leave, provided, however, that the Chief's decision shall be final. Employees who receive said donated sick leave shall not be required to reimburse employees who make said donations or to pay back the Town.

SECTION 4.02 - BEREAVEMENT LEAVE

- A. Bereavement leave may be used in the event of a death occurring in the immediate family of a member. The town agrees to pay the employee for the time lost between the day of demise and the date of burial, not to exceed forty-eight (48) working hours for the purpose of attendance at the funeral. The term immediate family as relevant to this section includes parents, spouse, children (natural or adopted), siblings, spouses' parents, grandparents, grandchildren, step children, and step parents.
- B. In the event of a death of a relative or household member other than as provided above, such leave of absence with pay may be granted at the discretion of the Chief or his/her designee.

SECTION 4.03 - PERSONAL LEAVE

Personal leave will be accrued based on the following schedule:

- A. Each permanent member will be granted twenty-four (24) hours of personal time on July 1st of each year.
- B. For employees hired on July 1st through December 31st, twenty-four (24) hours of personal leave will be awarded upon hire. For employees hired on January 1st through June 30th, twelve (12) hours of personal leave will be awarded upon hire.

- C. In addition to the foregoing, the Town shall grant an additional six (6) hours of personal leave to employees who did not utilize sick leave during the previous three (3) month period. Three (3) month periods are defined as July 1 – September 30, October 1 – December 31, January 1 – March 31, and April 1 – June 30 of each year. Personal time for non-use of sick leave will be credited to the employee's accrual record the second pay period of the month following the end of the three (3) month period. This additional personal leave shall be utilized according to the guidelines in this section. Separate three (3) month periods shall be required to qualify for the personal leave bonus.
- D. Personal Leave may not be carried over at the end of the fiscal year. Members of the Collective Bargaining Agreement will be paid for unused Personal Leave time by the second pay period in July at the June 30th payrate.
- E. Absences due to OJI which are longer than thirty (30) days will not count toward the three (3) months of attendance necessary to receive the bonus personal leave as detailed in 4.03(C).
- F. Personal Leave shall not be taken on holidays listed in section 3.03 of this agreement.
- G. Submission of a request for use of a personal day must be made to the Chief at least twenty-four (24) hours in advance of the affected shift. Approval is not contingent on voluntary overtime to fill the vacancy and mandatory overtime will be used when necessary.
- H. Personal leave will be granted in six (6) hour increments.
- I. Following the completion of the probationary period, an employee who leaves the employment of the Town in good standing having unused personal leave, shall be compensated for unused leave at the hourly rate of pay. Said rate is defined in 4.01(G).

SECTION 4.04 - LEAVE OF ABSENCE

- A. Employees may be granted a leave of absence without pay or benefits for the purpose of, but not limited to, 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 must be filed with the Personnel Administrator at least sixty (60) days prior to the start of said leave unless emergency conditions requiring less notice should arise, and written notice of intent to return at least thirty (30) days prior to the end of said leave. Such leave will not be unreasonably denied. If denial occurs, an explanation must be provided to the employee in writing.
- B. Leave shall not exceed six (6) months.
- C. Upon his/her return from leave of absence, the employee shall be placed in the rank and shift that he/she left excepting cases in which the shift is no longer available whereupon

the employee will be placed in an available shift.

- D. Any employee who is on an authorized unpaid leave of absence shall have the right to continue his/her medical coverage furnished by the Town upon the payment to the Town of at least one (1) month group premium payment in advance and upon monthly payments thereafter. The failure of an employee to make said periodic payments shall cause the medical insurance to be cancelled.
- E. If an employee has earned unused Sick leave, and the leave meets the definition of Sick or Family Sick, the employee shall use this time to be paid during the leave of absence until such leave is exhausted or the leave ends, whichever comes first. It is noted that Family Sick leave is limited to the timeframes indicated in Section 4.07(B) and (C).
- F. If an employee was eligible to use Sick or Family Sick (per E above) or an employee was not eligible to use Sick or Family Sick leave, and the employee has earned unused Personal, Vacation, and/or Comp leave, the employee shall use these to be paid during the leave of absence until such leave is exhausted or the leave ends, whichever comes first.
- G. The Parties recognize that employees and the Town have rights as provided by federal and state FMLA laws. If an employee receives a leave of absence as set forth in Section 4.04 above, FMLA leave shall run concurrently with said leave.
- H. Failure to return to work at the expiration of a leave of absence shall result in termination of employment.

SECTION 4.05 - VACATIONS

- A. Vacation will be accrued based on the following schedule:

Years of Service (beginning – completion)	0-4 Years	5-9 Years	10-14 Years	15+ Years
Hours per Pay Period	3.6923	4.6154	6.4616	7.0770
Hours Per Year	96	120	168	184

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

- B. Vacation leave shall begin to accrue at the end of the first full pay period of employment.
- C. Non-Holiday vacation requests must be submitted a minimum of two (2) weeks in advance in writing with the date and time of submission, affected shift, and employee signature on the department approved leave form.
- D. One Leave Slot per twelve (12) hour increment (day/night) may be used for vacation leave that will result in the use of mandatory overtime (hold). One additional member may use

vacation leave contingent upon the availability of an open leave slot for the time period and mandatory overtime is not used.

- E. Holiday Vacation requests must be submitted no more than ninety (90) days in advance and no less than sixty (60) days in advance. Notification of approval or denial will be made no less than fifty (50) days in advance. Holiday leave is contingent upon using voluntary overtime to fill the vacancy, and will not create a mandatory holdover. Approval is with the understanding that this leave may be revoked at any time in the event a mandatory holdover arises during any of the Holidays specified in Section 3.03 of this contract. The employee requesting the holiday leave must agree to report for duty should the need arise.
- F. A maximum of three (3) weeks of vacation leave may be used consecutively; however, an employee may take a fourth consecutive week with the approval of the Chief, which approval will not be unreasonably withheld.
- G. At any one time, employees will be allowed to accumulate a maximum of two hundred forty (240) vacation hours.
- H. An employee who leaves the employment of the Town having unused vacation leave, shall be compensated for unused leave at the hourly rate of pay. Said rate is defined in 4.01(G).
- I. Vacation leave will be granted in twelve (12) hour increments.
- J. No more than 4 members department-wide shall be approved for 48 or more hours of consecutive vacation or personal leave during any 8 day period.

SECTION 4.06 - COMPENSATORY LEAVE

- A. Compensatory leave may be accrued in lieu of paid overtime at the employee's request. Compensatory leave will be accrued at a rate of time and one half (1 ½) the amount of overtime hours worked. At any time, employees may accumulate a maximum balance of ninety-six (96) hours. Employees have the option of being paid for comp time balances at the end of the fiscal year or carrying over any unused leave to the new fiscal year. If the employee chooses to be paid for the balance, he/she must notify the Town by May 15th. Payment will be based on the employees' hourly rate in effect on June 30th of that year.
- B. Compensatory leave will be granted in six (6) hour increments.
- C. Compensatory leave will not create mandatory overtime, unless approved by the Chief.
- D. Compensatory leave requests must be made a maximum of two (2) weeks in advance.
- E. Compensatory leave requests will be filled by the on-duty officer. Approval is contingent upon

the availability of staff to fill the vacancy.

SECTION 4.07 - FAMILY SICK LEAVE

- A. Family sick leave may be used to attend to the illness of a family member. Family member shall mean the employee's spouse, child, or parent.
- B. Family Sick leave is limited to forty-eight (48) hours per year.
- C. Employees shall be eligible to apply to the Town Manager for the conversion of up to one hundred twenty-six (126) hours 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 and have been employed continuously for at least twelve (12) months.
 - 2. Employees must first exhaust the forty-eight (48) hours allowed.
 - 3. With the exception of forty-eight (48) hours of accrued vacation leave, employees must exhaust all other accrued personal leave, vacation leave, and compensatory time prior to using approved accumulated sick leave for Family Sick Leave.
 - 4. This additional Family Sick Leave is to attend to the serious illness of a spouse, child, or parent. 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 worker.

SECTION 4.08 - SUBSTITUTIONS

Substitutions shall be permitted, provided however, that permission must be obtained from the on duty officer by the filing of a "Leave Request." Substitutions shall be granted by the on duty officer if permitted under the terms of this agreement.

A member substituting for another shall be responsible for the shift. If such member is unable to work the shift because of sickness or any other reason and this inability results in overtime, the member shall be charged without payment for whatever leave is required under this agreement.

SECTION 4.09 - TEMPORARY VACANCY

The Chief has the authority to fill a vacancy that is temporary in nature in order to maintain continuity of operations within the department. Effective dates, and expiration dates, will be at the Chief's discretion and employees accepting temporary assignment may be required to return to permanently assigned positions at any time. Should staffing levels not allow for a temporary assignment of a permanent staff member, the Chief may appoint a per diem staff member

temporarily to the vacancy with the approval of the Union President or Designee.

In the event it is determined a vacancy occurs for a time period greater than one (1) month, but not exceeding three (3) months, the Chief shall appoint a staff member to fill the vacancy based on seniority or eligibility of the staff member. In the event it is determined a vacancy will occur for a time period greater than three (3) months, the Chief may fill the vacancy based on seniority and eligibility utilizing the Bid System process in Section 2.02. Should the temporary vacancy become a permanent vacancy, it shall be filled in accordance with Sections 2.01, 2.02, and Article 6-Promotions/Lieutenants.

SECTION 4.10 PARENTAL LEAVE

Parental leave of up to 6 months shall be granted upon request associated with the birth or adoption of a child. Such request must include the approximate date of return. The employee must notify the Town Manager or his/her designee in writing of his/her intent to leave at least 60 days prior to the start of said leave and intent to return at least 30 days prior to the end of said leave. Upon his/her return, the employee shall be placed in their original assignment. This leave request shall not be unreasonably denied. During this period employees shall be allowed discharge any and all accrued leave (ie: sick leave, vacation leave, personal leave, or compensatory leave).

ARTICLE 5 - MEDICAL/LIFE INSURANCE/PENSION

SECTION 5.01 - MEDICAL AND DENTAL INSURANCE

- A. All employees covered by this agreement shall be covered by Medical Insurance, family or individual health plan dependent on marital status. A summary of benefits provided under the current Medical Insurance Plan is attached as Appendix A.
- B. All employees shall be required to contribute a co-share toward the cost of medical premiums or working rate as detailed below. The employee co-share shall be made through twenty-four (24) bi-weekly payroll deductions each year and, if permitted under IRS regulations, shall be made on a pre-tax basis. During months with three (3) pay dates, the co-share will be deducted from only two (2).

Period	Co-Share
July 1, 2021 – June 30, 2022	\$500 for family coverage participants, \$250 for individual coverage participants
July 1, 2022 – June 30, 2023	0%
July 1, 2023 – June 30, 2024	0%

- C. The medical plan available shall be a High Deductible Healthcare Plan (HDHP) which shall have a benefit level, service level, and network level no less than the medical plan available July 1, 2020 through December 31, 2020. The plan shall have a calendar year deductible as follows:

Period	Co-Share
July 1, 2021 – July 1, 2022	\$3,000 for family coverage participants, \$1,500 for individual coverage participants
July 1, 2022 – June 30, 2023	\$4,000 for family coverage participants, \$2,000 for individual coverage participants
July 1, 2023 – June 30, 2024	\$4,000 for family coverage participants, \$2,000 for individual coverage participants 0%

1. Effective January 1, 2019 a Health Savings Account (HSA) shall be available to HSA eligible employees, per IRS guidelines, enrolled in the HDHP.

- a. The Town agrees to advance up to the full amount of the employee deductible (as outlined in the table, D, above) as a deposit into the employee HSA account.
 - i. On or before December 1st of each calendar year, employees shall indicate to the Town in writing whether or not they are an HSA eligible individual per IRS guidelines, and the dollar amount they wish to have advanced as a deposit into the employee HSA account for the upcoming calendar year. Employees may choose, based on their plan type, from the following amounts:

Individual Plan	Family Plan
\$500	\$500
\$1,000	\$1,000
\$1,500	\$1,500
\$2,000 (effective 2022)	\$2,000
-	\$2,500
-	\$3,000
	\$3,500 (effective 2022)
	\$4,000 (effective 2022)

- ii. The Town shall make said deposit into the employee HSA account on or about January 1st.
- b. Employees shall be provided with a credit/debit card linked the HSA for use when making eligible payments.
 - i. A third party shall administer the credit/debit card.
 - ii. Any and all costs associated with the administration of said credit/debit card from the third-party company shall not be borne by the employee.
 - iii. If applicable, an additional credit/debit card linked to the HSA may be requested by the employee for each covered member

of the employee's family aged 18 or over, subject to IRS eligibility guidelines.

- c. Employees shall re-pay the Town the full dollar amount the Town advanced into the employee HSA, as described in 2(a) above, through twenty-four (24) bi-weekly payroll deductions each year and, if permitted under IRS regulations, repayment shall be made on a pre-tax basis. During months with three (3) pay dates, the deductible repayment will be deducted from only two (2).
 - i. When an employee separates from the Town's employment, the Town shall deduct from the employee's final paycheck any remaining deductible repayment amount due to the Town.
 - ii. If the employee's final paycheck does not satisfy the remaining deductible repayment amount due to the Town, in part or in full, the employee shall be responsible for making payment to the Town by check within thirty (30) days of employment separation.
- D. The Town shall pay for family or individual coverage, as the case may be, in Dental Insurance with an annual benefit level of Two Thousand Dollars (\$2,000.00), per insured individual.
- E. 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.
- F. If an employee's spouse or parent in the case of a covered minor is eligible for family medical and dental insurance from the Town or the South Kingstown School Department, then the Town shall not be required to furnish such insurance for the employee.
- G. The Town agrees to provide the foregoing medical coverage for any employee who is retired as the result of a work related one hundred percent (100%) total disability incurred in the line of duty until the employee is Medicare eligible. The coverage shall be the same as an active member of the department and subject to the same health care co-payment requirements of an active employee. For the purposes of this section the definition of "work related one hundred (100%) total disability" shall mean a disability meeting eligibility for Social Security Disability Payments.
- H. Employees shall be provided an eye wear (prescription eye glasses and/or contact lens) allowance of up to One Hundred Fifty Dollars (\$150.00), to be paid by June 30th of the year; however, said payment shall be limited to a maximum of one (1) allowance every other fiscal year per employee. Said allowance shall be paid only upon presentation of a single receipt of purchase (with a purchase date on or after July 1, 2015) and

acknowledgement that said eye wear was purchased for exclusive use of the employee.

- I. 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 (\$2,000.00). Payments 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 health and/or dental coverages, the following shall apply:
 1. Except as provide in (2) below, reinstatement may be effective only at the beginning of the plan year (July 1) and the 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 the first of the month which is at least fifteen (15) calendar days following such approval.
 3. 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.
- J. 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. Upon the re-marriage of a covered former spouse, said former spouse is no longer eligible for medical coverage through the Town.

SECTION 5.02 - LIFE INSURANCE

The Town shall provide Fifty-Thousand (\$50,000.00) Dollars term life insurance for each member.

SECTION 5.03 - MEDICAL EXPENSES FOR EMPLOYEE'S FAMILY

The Town agrees to pay all expenses for inoculations or immunizations for members of an employee's household when such becomes necessary as a result of said employee's exposure to contagious diseases in the line of duty. This will include screening for contagious disease when potential exposure is discovered after said employee has had contact with members of his household.

SECTION 5.04 - RETIREMENT PLAN

- A. All full time members of the Bargaining Unit shall be members of the Municipal Employees Retirement System Optional Retirement Plan for Police & Firefighters (RIGL § 45-21.2 et seq.) and in accordance with the provisions of § 45-21-52(3) Plan and subject to the Rhode Island Retirement Security Act of 2011 settlement as approved in the 2015 session of the Rhode Island General Assembly and the Superior Court.

SECTION 5.05 - RETIREMENT HEALTH BENEFITS

Employees shall be eligible for post – retirement benefits, until Medicare eligible, as follows:

- A. Employees covered by this Agreement who have attained the age of fifty-five (55) and who retire on or after July 1, 2021 with at least twenty-five (25) years of service with the Town will receive the same health care benefits (excluding dental coverage) as active employees covered by this Agreement (until they become Medicare eligible).
- B. Employees covered by this Agreement who retire shall contribute the same co-share of the health care premium co-share as active employees covered by this Agreement.
- C. The Town agrees to provide the same medical insurance coverage provided active employees to any retiree who is retired as the result of disability incurred in the line of duty, subject to active employee co-share requirements. If any such retired employee has an alternative medical plan available through their spouse or new employer(s), then the Town shall not be required to provide a health care plan. Retired employees, if continuing health coverage through the Town, shall be required to sign and return an affidavit to the Personnel Office within thirty (30) days of retirement and thereafter on an annual basis in advance of the fiscal year, certifying that they do not have alternative coverage available to them through a current spouse or employer.
- D. For the purposes of this agreement, an alternative medical plan shall be defined as a health care plan that is reasonably comparable, but not necessarily equal in health care benefits. Should the alternative medical plan require a higher cost employee co-share of health care premium than required through the Town Health Care Plan, the Town shall have the option of reimbursing the retiree the difference in the two health care co-share costs, or in maintaining the retiree on the Town's Health Care Plan. In the event that a retiree's alternative health care plan becomes unavailable to the retiree, the Town will reinstate the retiree's health care benefits through the Town's Health Care Plan. The reinstated member will be responsible for employee co-share payments, provided the retired member was responsible for a co-share payment at the time of retirement, or in accordance with the provisions of the prior paragraph.
- E. To be eligible for post-retirement benefits, the employee must be eligible to retire under the MERS.

SECTION 5.06 - SURVIVOR BENEFITS

- A. Upon the death of an employee covered under this agreement, the Town agrees to pay the surviving spouse all accrued leave time available to the employee. The Town will further provide medical insurance to the surviving spouse of an employee killed in the line of duty. Said medical insurance will continue for five (5) years following the date of death and shall be the same coverage awarded to the employee by this agreement.
- B. Notwithstanding the foregoing, the Town may revoke this benefit if the surviving spouse remarries or has access to alternative medical insurance.

SECTION 5.07 - ILLNESS/INJURIES

- A. Members of South Kingstown Emergency Medical Services who are injured in the line of duty shall be entitled to all rights and benefits as set forth in Section 45-19, R.I.G.L., 1956 as amended. All injuries and recurrence of injuries shall be reported as required by the Department regulation.
- B. The Town agrees that an employee will be considered as injured in the line of duty if such injury occurs any time while such employee is actually performing EMS work for and on behalf of the Town, even though said employee may not actually be on his/her regular tour of duty.
- C. The Town further agrees that once an employee reports for work, he/she is actually on duty and shall be covered under this section for any work related injuries sustained until his/her tour of duty is completed.
- D. When an employee has suffered an injury/illness in the line of duty, he/she shall be examined by a physician. The employee shall be entitled to be examined by the physician of his/her choice, and that shall be the employee's physician. The employee shall also be seen by the Town's Independent Medical Examination (IME) physician, if the Town so desires. If the Town's IME physician finds that the employee's present condition is not an injury/illness in the line of duty, or is in disagreement with the diagnosis, treatment, and/or return to work plan of the employee's physician, then a third physician mutually agreed to by the Town's IME physician and the employee's physician shall be selected, and shall be conclusive on the parties. Said decisions by the third physician shall be binding upon the parties. If it is determined by the third physician that said injury/illness is in the line of duty, the Town shall be responsible for payment of the employee's medical expenses, benefits, and compensation in accordance with this CBA and RIGL § 45-19-1.

SECTION 5.08 - LIGHT DUTY

- A. Light duty, modified duty, or alternate duty ('light duty') is defined as department related work assignments other than those that require full duty clearance from a physician.
- B. Light duty is available for an employee who has suffered an injury/illness in the line of

duty or is pregnant, and is unable to work in a full duty capacity because full duty requirements may be detrimental to his/her current condition and/or the full recovery from an on the job injury/illness. The employee shall be allowed to return to work in a light duty capacity under the following conditions:

1. A recommendation in writing from the employee's treating physician that such employee is cleared to assume light duty work assignments. Notwithstanding the employee's physician's recommendation, the Town reserves the right to have said employee examined at any time to determine whether said employee is fit to return to light duty or full duty. In the event that the opinions of the Town's physician and the employee's physician differ, the two physicians shall select a third physician to conduct an examination and render an opinion as to the fitness of the employee to return to light duty or full duty, as defined in 5.07(D). The recommendation of the third physician shall be binding on the parties.
2. The employee placed on light duty will not be counted as part of the normal staffing provisions of this Agreement.
3. All employees who are medically cleared to return to light duty shall not be excluded from light duty positions, if suitable work is available, as determined by the Chief.
4. The light duty work schedule shall be consistent with administrative work hours, i.e. forty (40) hours per week, Monday through Friday, during normal business hours. The parties may alter the above schedule with the mutual consent of the Town, the employee, and the Union President or Designee. Any such alteration shall be formal agreed upon in writing.
5. Employees on light duty shall be allowed to keep any scheduled doctor's appointments, and other necessary appointments (i.e. therapy, testing) related to the injury/illness/pregnancy during his/her scheduled hours of work on light duty without having to make up time or use leave to attend such appointments, so long as time away from work is not deemed excessive by the Chief, the Chief is notified in advance of the date, time, and general duration of such appointments, and has given approval to attend such appointments. Approval shall not be unreasonably denied.
6. The employee on light duty will continue to receive the same salary and benefits in accordance with the terms of this Agreement, as if he/she were working full duty.

ARTICLE 6 - PROMOTION/LIEUTENANTS/CAPTAIN

SECTION 6.01 - SELECTION AND QUALIFICATIONS

- A. Members of the department who are eligible to participate in the promotional process will be selected according to the following process. The selection process shall include a written exam, oral interview, and a promotional potential for each candidate based on seniority and education, and a Chief's evaluation.

The EMS Chief and one (1) Union representative will participate in the verification and assignment of points to be weighted as follows:

Written Exam	35%
Oral Interview	35%
Promotional Potential	20%
Chief's Evaluation	10%

The Chief and the Union shall mutually agree upon written examination source materials. The Chief shall provide all candidates with study materials for written exam at least sixty days prior to the scheduled exam date.

Oral Interview process composed of an odd number of persons, numbering no less than 3, agreed upon between the Union President and the Chief.

Pool of Questions – Randomly Selected Number
Graded on 4 point Likert Scale

Promotion Potential:

Education: Maximum of 3 points, points awarded for highest completed degree only.

Associate's Degree:	0.5 pt
Bachelor's Degree:	1.5 pts
Master's/Doctorate Degree:	3 pts

Seniority: Maximum of 17 points, 1 point per completed year of service.

- B. The order of promotion will be determined by the numerical results of the testing process as described in Section A above, from the highest to lowest score.
- C. Members serving in an officer position shall be allowed to bid to a lieutenant shift based upon Article 2, Section 2.02.
- D. Upon the selection of an officer(s) the Chief will notify the Union President in writing.

- E. Members promoted to a captain's position must be a member of the bargaining unit, a licensed paramedic in the State of Rhode Island, and have a minimum of five (5) years of service in the department.
- F. Members promoted to a lieutenant's position must be a member of the bargaining unit, a licensed paramedic in the State of Rhode Island, and have a minimum of five (5) years of service in the department.
- G. Members are not eligible to participate in the promotion process if they have received disciplinary action in the last twelve (12) months beyond a formal verbal warning documented in their personnel file and/or they have been on a performance related action plan as a result of unsatisfactory performance during the last twelve (12) months.

SECTION 6.02 - REASSIGNMENT/REMOVAL

- A. A lieutenant may be reassigned/removed at any time if the employee's actions place a patient or co-worker in danger or exposes the Town to liability. In addition, employees who at the discretion of the Chief are not meeting the requirements of the position as listed in the An officer job description will be advised in writing of the deficiencies and be given thirty (30) days to show improvement prior to reassignment/removal from the position.
- B. In the event that a an officer is reassigned/removed from duty the member will be allowed to return to the staff ranks according to Article 2, Section2.02.

SECTION 6.03 - ACTING OFFICER

- A. An acting officer will be a member who is eligible to serve as an officer in the event of an officer vacancy.
- B. An acting Captain must be a member of the bargaining unit, a licensed paramedic in the state of Rhode Island, have a minimum of two (w) years of service in the department, and have successfully completed the Captain promotional process in Section 6.01, subsection A.
- C. An acting Lieutenant must be a member of the bargaining unit, a licensed paramedic in the state of Rhode Island, and have successfully completed an initial probationary period.
- D. The Chief will provide the Union with a list of members eligible to serve as an acting an officer.

SECTION 6.04 - OFFICER VACANCIES

When a vacancy occurs on an officer shift the vacancy must be filled by another an officer, acting officer or the Chief.

ARTICLE 7 - MUTUAL AID/WORKING CONDITIONS

SECTION 7.01 - MUTUAL AID

- A. It is the understanding between the parties that in any case where the Town has mutual aid agreement with any other City or Town and the permanent paid Fire and/or EMS Department of such City or Town is involved in a labor dispute with said City or Town, members of Local 3365 shall not be ordered, directed or required to man any station in such City or Town or to stand by with any apparatus owned by said City or Town.
- B. It is further understood by Local 3365 that its members may be required and shall report to provide mutual aid services in connection with any emergency medical requests in such City or Town even though a labor dispute may exist between the paid Fire or EMS Department of such City or Town.

SECTION 7.02 - WORKING CONDITIONS

Members of the EMS Department covered by this contract shall not be required while on duty to perform work normally performed by Building Trade Unions or other tradesmen except for minor repairs.

SECTION 7.03 - LAYOFF

- A. In the event that the Town at any time during the term of this Agreement lays off members of the Bargaining Unit, layoff shall be conducted based on seniority, with the least senior member laid-off first.
- B. The employee subject to layoff shall be entitled to 100% payment of all accrued vacation, compensatory, personal and administrative leave. In addition, an employee with five (5) or more years of full time service with the Town shall receive payment for not more than twenty-five (25%) percent of the unused sick leave that has been accrued provided that the member has accrued a minimum of three hundred sixty (360) hours.
- C. Employees so laid off shall be called back from layoff by virtue of seniority. The employee with the highest seniority shall be recalled first. Employees laid off shall remain on a recall list for a period of two (2) years following the layoff.

SECTION 7.04 - HOURS

- A. Shifts A, B, C, and D will work seven (7), twenty-four (24) hour shifts per month averaging forty-two (42) hours per week in an eight (8) week period. Shifts will commence at 0700.
- B. Shifts A, B, C, and D will be a rotating scheduled work week of twenty-four (24) hours on, forty-eight (48) hours off, twenty-four (24) hours on, ninety-six (96) hours off.

- C. Each shift shall have one (1) Captain assigned as the shift commander and shall be assigned to the non-transporting ambulance. There shall two (2) transporting ambulances in service. Effective January 1, 2022, each transporting ambulance shall be staffed with one (1) Lieutenant and one (1) Paramedic.

ARTICLE 8 - GRIEVANCE PROCEDURE

SECTION 8.01 - GRIEVANCE PROCEDURE

The parties agree to resolve any grievance arising out of the terms and conditions of this Collective Bargaining Agreement in the following manner:

- A. A grievance shall be presented by the Union to the Chief within ten (10) business days of the date of the occurrence of the grievance. The Chief shall meet with the Union representative within five (5) business days after the grievance is filed and shall give an answer to the grievance within five (5) business days of the grievance being heard.
- B. If the Union is not satisfied with the response of the Chief, the Union may appeal the Chief's decision to the Town Manager. The appeal to the Town Manager shall occur within five (5) business days of the decision of the Chief. The Town Manager or his designee shall meet with the Union Representative within five (5) business days of the receipt of the grievance at this level and shall conduct a hearing and give an answer to the grievance within ten (10) business days of the grievance being heard.
- C. If the Union is not satisfied with the response of the Town Manager, the grievance may be referred to arbitration. Said referral to arbitration shall occur within ten (10) business days after receipt of the grievance decision of the Town Manager and the proceedings shall be governed by the Voluntary/Labor Arbitration Rules of the American Arbitration Association.
- D. The decision of an Arbitrator resolving said grievance shall be final and binding except that the Arbitrator shall not have the power to render any decision which adds to, subtracts from, or otherwise modifies the terms and conditions of the Agreement. Fees and expenses of the arbitration shall be borne equally by the parties.

ARTICLE 9- DURATION/SEVERABILITY

SECTION 9.01- DURATION

This contract shall be for a term of three (3) years commencing the First Day of July, 2021 and shall continue and remain in full force and effect until June 30, 2024.

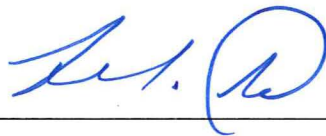
SECTION 9.02 - SEVERABILITY

If any provision of this Agreement is or shall be at any time contrary to law, then such provisions shall not be applicable, or performed, or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Town of South Kingstown has caused this instrument to be executed and its corporate seal to be affixed by Robert Zarnetske, its Town Manager duly authorized by the Town Council of the Town of South Kingstown as of the day and year first above written; and said Local 3365 of the International Association of Fire Fighters, AFL-CIO has caused this instrument to be signed by Francesco Capaldi Jr., its President and Michael Miller, Vice President thereunto duly authorized as of the day and year first above written.

IN THE PRESENCE OF:



Witness



Witness

TOWN OF SOUTH KINGSTOWN

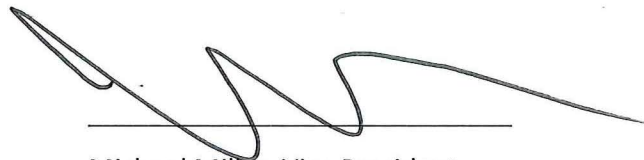
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO



Robert Zarnetske, Town Manager



Francesco Capaldi, Jr., President



Michael Miller, Vice President

APPENDIX A:
DENTAL AND HEALTH BENEFITS SUMMARY

TOWN OF SOUTH KINGSTOWN

Product Name: Delta Dental PPO/Delta Dental 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 **5885-0605**. Coverage for benefits with time limitations (i.e. 6, 12, 24, 36 or 60 months) is calculated to the exact day.

The annual maximum is: \$2,000.00 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.)

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

Plan pays 50%; Member Coinsurance 50%

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

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

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

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

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

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
Blue Cross & Blue Shield of Rhode Island: BlueSolutions HSA

Town of South Kingstown - #01002575 – 0004, 0009
Coverage Period: 07/01/2021 - 06/30/2022
Coverage for: See below Plan Type: HDHP



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 deductible?	For In Network providers \$1500 for an individual plan / \$3000 for a family plan. For Out-of-Network providers \$3000 for an individual plan / \$6000 for a family plan.	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this plan begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Doesn't apply to preventive services.	This plan 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. For example, this plan covers certain preventive services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No	You don't have to meet deductible for specific services.
What is the out-of-pocket limit for this plan?	For In Network providers \$1500 for an individual plan / \$3000 for a family plan. For Out-of-Network providers \$3000 for an individual plan / \$6000 for a family plan.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See 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 provider before you get services.
Do you need a referral to see a specialist?	No	You can see the <u>specialist</u> you choose without a referral.



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's office</u> or clinic	Primary care visit to treat an injury or illness	No Charge	40% coinsurance	None
	Specialist visit	No Charge	40% coinsurance	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge; deductible does not apply	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	40% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	40% coinsurance	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.Caremark.com .	Tier 1 generic drugs	No Charge (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.
	Tier 2 preferred brand name drugs	No Charge (Retail & Mail Order)	Not Covered	
	Tier 3 non-preferred brand name drugs	No Charge (Retail & Mail Order)	Not Covered	
	Tier 4 specialty prescription drugs	No Charge (CVS Specialty Pharmacy only)	Not Covered	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	40% coinsurance	Preauthorization is recommended; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fees	No Charge	40% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
If you need immediate medical attention	Emergency room care	No Charge	No Charge	None
	Emergency medical transportation	No Charge	No Charge	
	Urgent care	No Charge	No Charge	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	40% coinsurance	Preauthorization is recommended; 45 day limit at an inpatient rehabilitation facility; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fee	No Charge	40% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge/office visit No Charge for outpatient services	40% coinsurance/office visit 40% coinsurance for outpatient services	Preauthorization is recommended for certain services
	Inpatient services	No Charge	40% coinsurance	
If you are pregnant	Office visits	No Charge	40% coinsurance	Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	40% coinsurance	
	Childbirth/delivery facility services	No Charge	40% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	No Charge	40% coinsurance	Preauthorization is recommended
	Rehabilitation services	No Charge	40% coinsurance	Services include Physical, Occupational and Speech Therapy; limited to 30 visits each (combined for in and out of network). Services to treat autism spectrum disorder are not subject to visit limits. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Habilitation services	No Charge	40% coinsurance	
	Skilled nursing care	No Charge	40% coinsurance	
	Durable medical equipment	No Charge	40% coinsurance	Preauthorization is recommended for certain services. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Hospice service	No Charge	40% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No Charge	40% coinsurance	Limited to one routine eye exam per year.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

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

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

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

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

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for us and those agencies is: the plan at 1-800-639-2227 or (401) 459-5000 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.

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

Does this plan meet Minimum Value Standards? Yes.

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

Language Access Services:

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

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

如果需要中文的帮助, 请拨打这个号码 1-800-639-2227.

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 <u>deductible</u>	\$1500
■ <u>Specialist copayment</u>	\$0
■ Hospital (facility) <u>coinsurance</u>	No Charge
■ Other <u>coinsurance</u>	No Charge

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	\$12,700
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In this example, Peg would pay:

Cost Sharing	
Deductibles	\$1,500
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$1,560

Managing Joe's type 2 Diabetes

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

■ The plan's overall <u>deductible</u>	\$1500
■ <u>Specialist copayment</u>	\$0
■ Hospital (facility) <u>coinsurance</u>	No Charge
■ Other <u>coinsurance</u>	No Charge

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	\$5,600
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In this example, Joe would pay:

Cost Sharing	
Deductibles	\$1,500
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$1,520

Mia's Simple Fracture

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

■ The plan's overall <u>deductible</u>	\$1500
■ <u>Specialist copayment</u>	\$0
■ Hospital (facility) <u>coinsurance</u>	No Charge
■ Other <u>coinsurance</u>	No Charge

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	\$2,800
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In this example, Mia would pay:

Cost Sharing	
Deductibles	\$1,500
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$1,500

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