

AGREEMENT BETWEEN
THE TOWN OF SOUTH KINGSTOWN,
RHODE ISLAND

AND

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

ON BEHALF OF

SOUTH KINGSTOWN, RHODE ISLAND
TOWN EMPLOYEES, LOCAL 1612

JULY 1, 2021- JUNE 30, 2024

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - NO DISCRIMINATION.....	1
ARTICLE 3 - UNION SECURITY AND DUES DEDUCTION	1
ARTICLE 4 - NEW EMPLOYEES	2
ARTICLE 5 - SENIORITY.....	2
ARTICLE 6 - MANAGEMENT RIGHTS.....	3
ARTICLE 7 - GRIEVANCE PROCEDURE	3
ARTICLE 8 - PROMOTIONS.....	4
ARTICLE 9 - HOURS OF WORK.....	5
ARTICLE 10 - OVERTIME	8
ARTICLE 11 - CALL BACK	9
ARTICLE 12 - MEDICAL INSURANCE.....	10
ARTICLE 13 - SAFETY AND HEALTH	12
ARTICLE 14 - VACATIONS.....	13
ARTICLE 15 - HOLIDAYS	14
ARTICLE 16 - SICK LEAVE	15
ARTICLE 17 - PLEDGE PROCEDURE FOR SICK LEAVE.....	17
ARTICLE 18 - LEAVE OF ABSENCE	17
ARTICLE 19 - BEREAVEMENT LEAVE.....	18
ARTICLE 20 - PARENTAL LEAVE	18
ARTICLE 21 - UNION BUSINESS	19
ARTICLE 22 - ACCESS OF UNION REPRESENTATIVES	19
ARTICLE 23 - UNIFORMS	19
ARTICLE 24 - LIFE INSURANCE	21
ARTICLE 25 - PENSION.....	21
ARTICLE 26 - MILITARY SERVICE.....	21
ARTICLE 27 - PHYSICAL EXAMS	21
ARTICLE 28 - PERSONNEL FILES	22
ARTICLE 29 - BULLETIN BOARDS	22
ARTICLE 30 - WASH-UP TIME.....	22
ARTICLE 31 - STORM MANAGEMENT	22
ARTICLE 32 - RESIGNATION.....	23
ARTICLE 33 - LAYOFF AND RECALL	23
ARTICLE 34 - JOB DESCRIPTIONS, TITLES AND CLASSIFICATIONS	23
ARTICLE 35 - CIVIC DUTIES.....	24
ARTICLE 36 - VOLUNTEER FIRE SERVICES	24
ARTICLE 37 - DISCIPLINARY ACTION	24
ARTICLE 38 - SEVERABILITY	24
ARTICLE 39 - NO STRIKE/NO LOCKOUT	25
ARTICLE 40 - NEGOTIATION FOR A NEW CONTRACT	25
ARTICLE 41 - WAGES AND LONGEVITY	25
ARTICLE 42 - PEOPLE DEDUCTIONS.....	26
ARTICLE 43 - PART TIME EMPLOYEES	26
ARTICLE 44 - PERSONAL LEAVE	26
ARTICLE 45 - DURATION.....	28
APPENDIX A - WAGES.....	29
SECTION 1A: FY 2018-2019.....	29
SECTION 1B: FY 2019-2020	30
SECTION 1C: FY 2020-2021	31
SECTION 2: ADDITIONAL COMPENSATION ADJUSTMENTS.....	32
SECTION 3: LONGEVITY AND SHIFT DIFFERENTIAL	33
APPENDIX B - HEALTHCARE BENEFITS SUMMARY.....	34

AGREEMENT

This agreement made and entered into as of the _____ day of _____, 2021, by and between Rhode Island Council 94, American Federation of State, County and Municipal Employees, AFL-CIO, Local 1612, hereinafter referred to as the Union, and the Town of South Kingstown, Rhode Island, hereinafter referred to as the Town.

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - NO DISCRIMINATION

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

ARTICLE 3 - UNION SECURITY AND DUES DEDUCTION

- 3.1** Membership in any employee organization shall be determined by each individual employee. Members of the Union shall pay dues, fees, and assessments as determined by the Union.
- 3.2** The Town shall deduct bi-weekly from members' salary said dues, fees, and assessments and remit the same to the treasurer or designee of the exclusive bargaining organization. Such deductions are to be transmitted to the Union for the previous month's earnings not later than the 29th day of each successive month.
- 3.3** The Town recognizes the Union's ability to increase dues, fees, and assessments lawfully and in accordance with their Constitution, and upon written representation by the Union that dues, fees, and assessments have been lawfully increased and in accordance with their Constitution, the Town agrees to adjust the amount of the deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law. The Union shall give the Town sufficient advance notice prior to the effective date of any change in amount of said dues, fees, and assessments, so that the Town may implement said change for payroll deduction purposes.
- 3.4** The Town shall give written notice to the President of the Union of all new employees within the bargaining unit who become eligible for membership in the Union. Said notice shall be given monthly and shall include the employee's name, job title, department, work location, work email address, and date of hire.
- 3.5** The Town will discontinue such deductions if notified by the employee or the Union in writing. In the event the Town receives such notification by an employee, it shall refer the employee to

the Union, and the Town shall give written notice to the President of the Union. The Union is fully responsible for any objection by an employee regarding their dues, fees, and assessments deductions.

- 3.6 The Union shall indemnify and save the Town harmless against all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon the Union's representation that dues, fees, and assessments have been lawfully increased and in accordance with the Union's Constitution or for the purpose of complying with any of the provisions of this Article.
- 3.7 A written list of Union officers shall be furnished to the Town after designation.

ARTICLE 4 - NEW EMPLOYEES

- 4.1 All new employees hired by the Town into a position covered by this agreement shall be required to serve a six (6) month probationary period. Notwithstanding the foregoing, any employee hired for a position for which state certification is required, shall serve in a probationary status until certification is obtained but not less than six (6) months. During the probationary period, the Town shall have the right to discharge said employee and said discharge shall not be subject to the provisions of the grievance procedure herein. The Town shall have the right to extend an employee's probationary period for just cause. During the probationary period, new employees are eligible for overtime once all other eligible employees covered by this agreement within the division have been offered the shift.

ARTICLE 5 - SENIORITY

- 5.1 For the purposes of this Agreement, there shall be two (2) kinds of seniority, Primary Seniority and Division Seniority. Primary Seniority shall be defined as the total length of time an employee has worked for the Town in any position covered by this Agreement. Division Seniority shall be defined as the length of time an employee has worked within a Town Division (i.e. Highway, Parks, Wastewater, etc.) in a position covered by this Agreement.
- 5.2 Seniority shall begin when an employee completes his probationary status and at that time seniority shall revert to his first day of employment.
- 5.3 Choices of vacation shall be made on the basis of Primary Seniority.
- 5.4 Choices of vacation shall be made on the basis of Division Seniority within the Wastewater Division. However, the Wastewater Superintendent shall reserve the right to restrict vacation by position in order to maintain proper Wastewater Division operations and maintenance.
- 5.5 All employees shall forfeit all seniority rights then accrued to them in the event that he/she:
- A. is discharged for cause.
 - B. terminates their employment voluntarily.

- C. fails to give notice within the seven (7) day period outlined in Section 2, Article 33.
 - D. is laid off for a period of three (3) years or longer.
- 5.6 The Town shall provide a seniority list to the Union President upon the execution of this agreement, annually by July 1, and upon request, but not more than four (4) times per year.

ARTICLE 6 - MANAGEMENT RIGHTS

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

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 A. For the purpose of this agreement, a grievance shall be defined as a complaint by any employee or the Union that there has been a violation, misinterpretation or misapplication of any provision of this agreement.
- B. Members of the Union, Stewards, the aggrieved employee, and the employee's witnesses who are members of this bargaining unit will not suffer loss of pay for time spent in processing a grievance.
- 7.2 The grievance procedure shall be as follows:
- STEP 1:** A grievance shall be presented by the aggrieved employee and/or the Union within five (5) working days of the employee's or Union's knowledge of the occurrence of the grievance to the employee's immediate superior who shall hear the grievance and render a decision to the Union within three (3) working days of meeting to discuss the Step 1 grievance.
- STEP 2:** If the grievance is not resolved according to Step 1, it shall be reduced to writing and the aggrieved party and/or the Union shall present the grievance to the appropriate director within five (5) working days of the Step 1 denial. The appropriate director shall hear the grievance and render a decision to the Union within five (5) working days of Step 2 grievance submission.
- STEP 3:** If the grievance is not resolved in accordance with Step 2, it shall be presented to the Town Manager or his or her designee within five (5) working days of the Step 2 denial. The Town Manager or his or her designee shall hear the grievance and render a decision to the Union within five (5) working days of the hearing.

STEP 4: In the event the grievance is not settled in a manner satisfactory to the employee and/or the Union, then the grievance may be submitted to arbitration in the manner provided herein. Grievances must be submitted to arbitration within thirty (30) working days after the completion of Step 3.

- 7.3 The parties also agree on all cases of suspension or dismissal, the aggrieved and/or the Union may proceed to Step 3 of the grievance procedure upon notification by the Union to the Town Manager or his or her designee. The Town Manager or his or her designee shall render a decision within five (5) working days of the notification thereof, in accordance with Step 3.
- 7.4 In the event a grievance is not settled under Step 1, 2, and 3 above, said grievance shall, at the request of the Union or the Town, be submitted to arbitration to the American Arbitration Association in accordance with the rules of the Association then obtaining. The parties may mutually agree to an alternative method of arbitration. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- 7.5 The parties agree that during the grievance process, failure to meet the timing requirements as noted in Article 7, will necessitate that the grievance be voided against the party at fault. Time limits may be extended upon mutual written agreement of the parties.

ARTICLE 8 - PROMOTIONS

- 8.1 Whenever a vacancy exists in any position covered by this agreement, a job posting shall be posted for a period of fourteen (14) calendar days on an appropriate bulletin board made available by the Town.
- 8.2 Any employee covered by this agreement who is interested in filling a vacancy, shall apply in writing to the Town Manager or his or her designee no later than the last posting date. Said date shall be included on the posting.
- 8.3 Where qualifications and abilities are equal, Division Seniority (as defined in Section 5.1) shall be the determining factor first and Primary seniority (as defined in Section 5.1) secondly in filling the job vacancy.
- A. Newly promoted employees shall be compensated at the new position's Step 0, or the next within grade step that provides the employee a pay raise.
 - B. Newly promoted employees will serve a three (3) month probationary period.
 - C. Newly promoted/transferred employees shall be allowed to return to the job held prior to promotion or transfer no later than four (4) weeks after assuming a new position. Displaced employees shall not be allowed to grieve being returned to former position.
 - D. If a new employee leaves the Town's employ or a newly promoted employee returns to their former position, the vacancy must be reposted.

- 8.4 A copy of all vacancies shall be sent to the Union President.
- 8.5 Nothing within this agreement shall be construed as requiring the Town to fill all job vacancies within the bargaining unit with persons already members of the Union. Employees who have formally applied and meet the qualifications for the position shall be offered an interview before external candidates.
- 8.6 The procedure for filling new jobs shall be the same as the procedure for filling a vacancy. All employees who apply for any posted position shall receive a notice in writing as to the disposition of their application.
- 8.7 Notwithstanding the foregoing, promoted employees who are required to obtain state certification or licensing shall obtain said license during the three (3) month probationary period. That period may be extended for cause to a date certain if mutually agreed upon by the Town and the Union.
- 8.8 Temporary Employees
- A. After six (6) months of continuous employment a temporary full-time employee appointed to fill a vacancy for a permanent full time position shall be subject to the terms and conditions of the Contract.
 - B. If the temporary full time employee is hired as a permanent employee to fill said vacancy, the individual shall be given credit for time worked in said temporary capacity, which shall reduce and/or eliminate the probationary period.

ARTICLE 9 - HOURS OF WORK

9.1 Hours of work shall be as follows:

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

Current schedules shall not be changed except as follows:

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

The Town reserves the right to create additional seasonal shifts and transfer employees to these shifts as needed. The adjusted shifts as shown above will be from May 1 through August 30. Employees must be given a thirty (30) day notice in advance of a shift change unless mutually agreed upon by the Town, the Union President, and the employee affected. The Parks Superintendent will determine which employees will be assigned to an adjusted schedule.

C. Wastewater Treatment Plant

Monday – Friday:

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

Saturday, Sunday and Holidays:

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

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

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

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

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

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

9.2 Police Dispatch Center

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

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

- (1) No employee of the Town of South Kingstown holding the position of Dispatcher within the Police Department will be ordered, directed, or otherwise required to work a second or succeeding double shift, when that employee is commencing after any duty shift, vacation, holiday time, compensatory time, or ending a regular work week and starting normal days off. Any Dispatcher may waive his or her rights under this provision and work such overtime if he or she voluntarily elects to do so.
 - (2) Notwithstanding A (1) above, a Dispatcher may be held over if no other Dispatcher answers the fill request.
 - (3) If a Dispatcher is held over under A (2) above, the Officer in Charge shall make all reasonable efforts to relieve the Dispatcher held over before the end of the mandated hold-over shift.
- B. Placement on these shifts will be made on the basis of a yearly bid system, by seniority. This bid system shall be instituted in June of each year for the upcoming contract year.
- C. The Town shall post a copy of the official seniority list in the roll call room once annually on May 1, or as needed (such as when Dispatcher personnel change).
- D. All Dispatchers prior to their second anniversary date shall be placed on shifts at the discretion of the Chief of Police to assure their proper training. At the end of this two (2) year period, such Dispatchers shall be placed on shifts according to the bid system that is in effect.
- E. Should any conflict arise during the bidding process, it shall be resolved on the basis of Division Seniority as defined in Article 5.1.
- F. All yearly bids shall be binding on the Dispatchers for the contract year except in those situations where vacancies in other shifts arise and require filling. In this situation, all vacancies shall be posted for four (4) days.
- G. A Senior Dispatcher whose bid has been accepted may reject the position or benefit at his or her discretion without explanation and any such rejection shall not be construed as a waiver of seniority rights in any subsequent situation where seniority would prevail.
- H. Nothing in this Article shall be construed as to limit, interfere, or otherwise challenge the management right of the Town of South Kingstown through the Public Safety Director

and/or the Chief of Police by means of any police department memo, standing order, or change in the South Kingstown Police Department rules and regulations to transfer any department member from any shift to another shift at the discretion of the Public Safety Director and/or the Chief of Police for any reason, when such transfer is in the best interest and conducive to the harmony, productivity and good order and discipline of the South Kingstown Police Department.

- I. The number of positions on each shift shall be determined by the Chief of Police and posted during the bidding period.

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

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

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

The Town, so long as not a bargaining unit member, shall have the right to amend an employee's schedule when such change is in the best interest of the Town for reasons of efficiency and productivity. Any employee so affected shall be given a two (2) week notice, with a copy to the Union President, prior to the modification except in those cases where a change is necessitated due to an unforeseen staffing shortage.

9.5 Hours of work for the full time Senior Transportation Driver within the Senior Services Department shall be as follows: Monday through Friday 8am – 3pm, equating to 7 hours per day and 35 hours per week. The Town shall have the right to amend an employee's schedule when such change is in the best interest for reasons of efficiency and productivity. Any employee so affected shall be given a thirty (30) calendar day notice prior to the modification except in those cases where a change is necessitated due to an unforeseen staffing shortage, with a copy to the Union President.

ARTICLE 10 - OVERTIME

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

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

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

- 10.3 It is the intent of the Employer that overtime work shall be equally distributed among qualified employees. Qualified employees shall be defined as those employees who have the skills, and certification where required, to perform the overtime assignment.
- 10.4 The Town agrees that all records of overtime hours worked by any and all employees covered by this agreement shall be a matter of public record.
- 10.5 Dispatchers shall have overtime work distributed among qualified employees based on Division Seniority on a rotating schedule. A Police Dispatcher who is held over for fifteen (15) minutes or less beyond the regular shift shall be compensated at an overtime rate for fifteen (15) minutes.
- 10.6 Overtime and compensatory time earned shall be posted each month. The overtime list shall be posted in each Department.
- 10.7 The Town will provide training to qualify Highway and Wastewater Treatment Facility employees for park maintenance overtime. Qualified employees will be eligible for overtime only after all regular full-time parks maintenance employees have been called first.
- 10.8 Any overtime available shall be offered to part time personnel after full time personnel have been offered the work. Part time overtime shall be defined as hours of work in excess of the regular work schedule. Premium pay shall apply subject to the provisions of Section 10.1 above. Overtime for part time employees shall be on a rotating basis.
- 10.9 Overtime for Animal Control Officers will be offered on a rotating basis. Overtime will be offered only in situations where the Officer in Charge (OIC), the Chief of Police, or his or her designee determines that the skills of the Animal Control Officer are required in a given situation.

ARTICLE 11 - CALL BACK

- 11.1 Call Back is defined as a call by the Town for an employee to perform work after completing a regularly scheduled work period, but before the employee is next scheduled to work. Should the employee receive such notice before punching out, he/she shall not be on call back status.
- 11.2 When an employee is called back to perform work, said employee shall receive a minimum of three (3) hours pay. When five (5) or more workers are called back, a minimum of four (4) hours shall be paid.

- 11.3 If an employee is called back more than once within a three (3) hour period, he/she shall be paid for three (3) hours only. If an employee is called back more than once over a period that exceeds three (3) hours, he/she shall be paid a minimum of three (3) hours for each non-overlapping three (3) hour call out period. All employees will receive three (3) hour callback pay for each separate callback that is non-overlapping with a previous callback period.
- 11.4 In the Wastewater Division, the Town shall provide standby pay for one (1) hour each day at the rate of time and one-half (1.5) for seven (7) days each week. Only mechanics shall be eligible for standby assignments.

ARTICLE 12 - MEDICAL INSURANCE

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

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

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

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

- A. Thirty (30) years or more of service – for three (3) years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay Four Thousand dollars (\$4,000) per year toward annual cost, and the retiree shall pay the difference, payable on a monthly basis.

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

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

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

12.5 Healthcare Buy-Back

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

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

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

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

payroll deductions. If the employee elects family health and/or dental insurance, the Town will pay fifty percent (50%) of the premium cost of individual health and/or dental, and the employee shall pay the difference, through payroll deductions for cost of the family health and/or dental plan.

Employees shall be provided with an eye wear (prescription eyeglasses and/or contact lenses) Blue Cross Vision Allowance Plan 2 which will provide benefits as appended in Appendix C of up to One Hundred Dollars (\$100) every year for single/family coverage and other applicable discounts.

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

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

12.9 Wellness Stipend

- A. Employees shall be eligible for a wellness stipend. The Town shall compensate each eligible bargaining unit member a \$500 wellness incentive effective July 1, 2022 through June 30, 2023, provided said bargaining unit member undergoes a physical examination. The Town shall also compensate each eligible bargaining unit member a \$500 wellness incentive effective July 1, 2023 through June 30, 2024, provided said bargaining unit member undergoes a physical examination and performs two (2) other wellness activities. Each bargaining unit member must register for the wellness program in the month of July 2022 and July 2023 with Human Resources to be eligible for the benefit in those two (2) years. It is expected that the Wellness Stipend will continue and be part of the next contract. Each eligible bargaining unit member will present evidence of completing a qualifying event before they are eligible for the wellness incentive. All members receiving health insurance supplied by the Town or have alternative health insurance coverage shall be eligible for the wellness stipends.
- B. Examples of wellness/educational activities to be included in future contracts shall be developed by the Town in coordination with the Union and shall be agreed to under a separate Memorandum of Agreement which may be executed during the term of this Collective Bargaining Agreement.

ARTICLE 13 - SAFETY AND HEALTH

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

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

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

ARTICLE 14 - VACATIONS

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

Full Years of Service*	Accumulation Per Year	Accrual Per Pay Period 7 hours	Accrual Per Pay Period 8 hours
Beginning 0 to 4 years completion	10 days	2.6924 hrs	3.0770 hrs
Beginning 5 to 9 years completion	15 days	4.0385 hrs	4.6154 hrs
Beginning 10 to 14 years completion	20 days	5.3847 hrs	6.1539 hrs
Beginning 15 years	21 days	5.6539 hrs	6.4616 hrs
Beginning 16 to 19 years completion	22 days	5.9231 hrs	6.7693 hrs
Beginning 20 years	23 days	6.1924 hrs	7.0770 hrs

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

- 14.2** Vacation leave shall begin to accrue at the end of the first full pay period of employment, but no employee shall be allowed a full vacation leave until he/she has completed one (1) full year of service with the Town.
- 14.3** An employee shall be paid for any vacation leave earned if he/she leaves the service of the Town voluntarily or otherwise during the first year of employment.
- 14.4** Vacation leave shall not be granted in any less than one-half (1/2) day increments.
- 14.5** Vacation leave shall be granted as above stated and the employee shall be encouraged to take his full vacation time during the year in which it is accumulated. In the event an employee has not used his or her accumulated vacation leave, any unused portion shall be carried forward; however, said accumulation shall not exceed thirty (30) days. In those instances where an accumulation of unused vacation leave exceed thirty (30) days, all leave in excess of thirty (30) days shall be credited to his/her sick leave on the last day of the fiscal year, provided such sick leave does not exceed one hundred-ninety (190) days total accumulation. No vacation leave shall be granted for a period exceeding fifteen (15) consecutive full working days; however, an employee having an accumulation of vacation leave may be permitted, with the consent of the Department Head or his or her designee, one or more vacations during the calendar year, provided the scheduling of such vacations does not conflict with the needs of the service; said consent shall not be unreasonably withheld.
- 14.6** Department and Division Heads shall schedule vacations, giving due consideration to the needs of service and the ability of the remaining staff to perform the work of the department or division. The employee shall be permitted to take his/her vacation leave at such times as, in the judgment of the Department or Division Head, will best serve the interest of the Town and the Employee. Employees must file a statement of intent each year prior to April 1st in order that Department and Division Heads may comply with this requirement.

- 14.7 Designated holidays occurring during a vacation shall not be charged to vacation time.
- 14.8 Part time employees shall receive annual vacation leave on a pro-rata basis based upon the assigned hours of work.

ARTICLE 15 - HOLIDAYS

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

New Year's Day	Columbus Day
Martin Luther King Jr.'s Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday Afternoon: ½ day	Day after Thanksgiving Day
Memorial Day	Christmas Eve Afternoon: ½ day (<i>when it falls on a regular work day</i>)
Fourth of July	Christmas
Victory Day	½ Day Floating Holiday
Labor Day	

- 15.2 Holidays shall be observed on those dates as specified by State Statute or the Town Manager or his or her designee. Employees shall not receive pay for holidays should the employee be absent on leave without pay. In order for an employee to be eligible for holiday pay, he/she must have worked the full scheduled workday immediately before and after the holiday, unless his/her absence on either of such days was excused in writing by the Town or unless the employee was on paid sick leave or on scheduled vacation leave. Police Department Dispatchers shall have the option of receiving their holidays as pay or as days off with pay. In the event State statute deletes any of the above noted holidays then the Town Manager or his or her designee shall designate another day.

- 15.3 Additional Religious Holidays:

- A. Employees wishing to observe religious holidays not listed shall have the ability to request in writing and be granted by the Town Manager or his/her designee one additional day designated and paid as a holiday.
- B. Employees wishing to observe additional religious holidays not listed above, and in addition to 15.3(A) above shall have the ability to request in writing and, with the approval of the Town Manager or his or her designee, the option of either being given time off without pay, or having the time charged to their vacation or personal leave.

- 15.4 Should any of the designated holidays recognized above fall on an employee's scheduled day off, such employee shall not be deprived of his/her holiday rights, but shall be paid for that day or have an additional day off.

- 15.5** Holidays during vacation period – Should any of the holidays recognized by this agreement fall during an employee's scheduled vacation, the employee will not be charged vacation leave for that day.
- 15.6** Holidays Worked – An employee called to work on a holiday recognized by this agreement shall be paid at a rate of double (2) time his or her normal rate of pay for all hours worked on such day in addition to his or her regular holiday pay. Nothing in this agreement shall in any way abridge the Town's right to schedule employees to work on designated holidays.
- 15.7** Part time employees shall receive the holidays set forth in the Agreement if the holiday falls on the part time employee's regularly scheduled workday, and the employee works a minimum schedule of fifteen (15) hours per week.

ARTICLE 16 - SICK LEAVE

- 16.1** A. Sick leave may be accrued in one of two ways. Employees opt at the beginning of their employment or at the beginning of the fiscal year to accrue sick leave as follows:
- Option 1:** Employees shall accrue the equivalent of 0.5769 days of sick leave per pay period throughout the fiscal year, to accumulate to a maximum of fifteen (15) days per fiscal year.
- Option 2:** Employees shall accrue the equivalent of 0.4615 days of sick leave per pay period throughout the fiscal year to accumulate to a maximum of twelve (12) days per fiscal year. Personal leave shall be earned at a rate of 0.25 days per month for each calendar month in which sick leave is not used.
- B. Under both options, all employees may accumulate sick leave up to a maximum of one hundred-ninety (190) days. There is no accrual of sick bonus when on Leave Without Pay status.
- 16.2** Sick leave shall be granted for the following reasons only:
- A. A personal illness or physical incapacity to such an extent as to be thereby rendered unable to perform the duties of his or her position. Seven (7) days of sick leave per year may be used to attend to the illness of a family member. For the purposes of this provision, family member shall mean the employee's spouse, child, parent, sister, brother, grandchild, and any other person residing in the employee's household.
- B. Enforced quarantine when established and declared by the Department of Health or other competent authority for a period of such quarantine only.
- C. For the purposes of section 16.2 a personal illness or physical incapacity shall include exams, therapy, and other treatments which involve a life threatening disease and which cannot be administered at any time other than during the regular work day. Pre-operation/Surgery testing and oral surgery with physician's confirmation shall be included. Specifically excluded from this section are treatments, exams, and therapy

which are elective or routine in nature and which do not involve a life threatening disease. Regular or periodic physical examinations including but not limited to eye and dental examinations and any other minor, periodic, routine or prophylactic examinations shall not be included in this section.

16.3 Departmental Notification - In the event of an unexpected personal illness, the employee is required to notify his/her immediate supervisor one-half (1/2) hour before the start of the employee's shift.

16.4 General Sick Leave Provisions - It is agreed by the parties that sick leave is provided for only those purposes as defined in Section 16.2 herein. Discretion of the Department Head or his or her designee concerning sick leave shall include, but not be limited to, the following:

A. Physician's Certificate

1. The Department Head or his or her designee may require a physician's certificate or other satisfactory evidence in support of any request for sick leave for an absence of three (3) or more consecutive days.

2. The Department Head or his or her designee may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided the employee involved has been told, on the occasion of his or her last prior absence for sickness, that such evidence might be required for any future sick leave requests within the next six (6) months. Notification of the requirement to provide a physician's certificate for future sick leave requests shall occur on the day the employee returns to work from the last absence.

B. In all cases involving sick leave taken on a day immediately before or immediately after a Town paid holiday, Article 15, Section 15.1, a certified doctor's statement may be required.

C. A failure of an employee to produce a required certified doctor's statement to validate sick leave taken shall constitute a reason for non-payment for the day or days taken.

D. Sick leave shall be charged in one (1) hour increments, provided that such one (1) hour increments are used in the first and last two (2) hours of the scheduled workday. Employees shall be required to notify the Town of their intent to take such time whenever possible. Otherwise, sick leave shall be charged in no less than one-half (1/2) day increments.

E. Any employee found to have abused sick leave or who has taken unauthorized leave shall be subject to discipline up to and including termination for cause.

16.5 Hours charged to sick leave shall be counted as hours worked for the purpose of computing overtime.

16.6 All employees who retire from the Town service with a minimum balance of forty-five (45) days sick leave will be eligible for three-quarters (3/4) payment of all accumulated sick leave, except

on retirement for work related disability where one hundred percent (100%) accumulated sick leave will be paid.

- 16.7 Any employee covered by this agreement with five (5) or more years of service, who resigns and leaves the Town's service in good standing and who has accumulated forty-five (45) days sick leave shall receive one-quarter (1/4) payment for all accumulated sick leave at the time of separation, up to a maximum of one hundred-ninety (190) days.
- 16.8 Part time employees shall receive annual sick leave on a pro-rata basis based upon the assigned hours of work.
- 16.9 In the event of an employee's death, payment for seventy-five percent (75%) of accumulated sick leave will be paid to his/her estate.
- 16.10 If a member is receiving Workers' Compensation payments due to a work-related injury, at their discretion she/he shall be able to discharge sick, vacation, or compensatory time up to 3 days per pay period, to receive payments of up to one hundred percent (100 %) of their earnings for 3 months. Any employee electing to discharge time under this provision shall inform the Town Human Resources Administrator in writing on a form provided by the Town.

ARTICLE 17 - PLEDGE PROCEDURE FOR SICK LEAVE

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

ARTICLE 18 - LEAVE OF ABSENCE

- 18.1 It is agreed that, upon written application, an employee with permanent status may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability or other purposes deemed proper and approved by the Town Manager or his or her designee. The Union will be notified if the position will be filled.
- 18.2 The Town shall not be required to reinstate the employee in his or her former position if said

employee is on leave for more than six (6) months. If the Town has hired a permanent replacement for the employee, the Town shall have the option of putting the returning employee on a recall list or offering him or her comparable employment, if available.

- 18.3 At times when an employee may be called home for a short period, for an emergency, emergency leave with pay may be granted at the discretion of the Department or Division Head.
- 18.4 Employees on Leave Without Pay status are not eligible to accrue sick, vacation, or personal time and are not eligible for holiday pay.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.1 When a death occurs in an employee's immediate family, leave from time of notification through one (1) business day immediately 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 rule, immediate family member shall be construed to mean any of the following: mother, father, spouse, child, sister, brother, grandparent, grandchild of the employee, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-children, foster parents, foster children, former guardians and any other person residing in the employee's household. In the event of the death of an employee's aunt or uncle, the employee shall be granted one (1) day of paid leave. Said leave may be taken up to forty-eight (48) hours prior to or following internment services.
- 19.2 Said leave shall not extend more than one (1) day beyond the date of burial of said deceased person and in no event shall bereavement leave exceed (5) working days.
- 19.3 Part time employees shall be granted use of bereavement leave on a pro-rata basis based on assigned hours of work.

ARTICLE 20 - PARENTAL LEAVE

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

- 20.4** The parties recognize that employees and the Town have rights as provided by federal and state FMLA laws. If an employee receives a leave of absence as set forth in Section 20.1 above, FMLA leave shall run concurrently with said leave.

ARTICLE 21 - UNION BUSINESS

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

ARTICLE 22 - ACCESS OF UNION REPRESENTATIVES

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

ARTICLE 23 - UNIFORMS

- 23.1** The Town shall provide uniforms to all Highway, Recreation, Maintenance, Wastewater Treatment Plant, Dispatch, Animal Control, and Animal Shelter personnel for the duration of the agreement. Employees will be required to wear uniforms. The Town of South Kingstown emblem and/or designation must be visible at all times on all shirts or outer garments while on duty with the Town or on Town premises.
- 23.2** Uniforms shall only be worn while on the duty with the Town and shall not be worn during off duty periods. Uniforms are the property of the Town and shall be surrendered to the Supervisor when issued new uniforms.

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

Garment	Type	Frequency	Highway	Parks	Wastewater	Dispatchers	ACO	Animal Shelter	Sr Svcs Driver
Jacket	3 Season, Uniform Service	Every Even Year by Sept 1st	1	1	1	-	1	-	-
Shirt	Uniform Service	-	11	-	11	-	6	-	-
Sweatshirt	Choice of: Crew/ Hooded Pullover/ Hooded Zipper	Every Odd Year by Sept 1st	2	-	2	-	-	2	2
Polo Shirt	Short Sleeve Collared	-	-	-	-	3	-	-	5
Long Sleeve Polo Shirt	Long Sleeve Collared	-	-	-	-	3	-	-	-
Tee Shirt	Short Sleeve Crew	Every Year by April 1st	7	11	7	-	-	7	-
Long Sleeve Tee Shirt	Long Sleeve Crew	Every Year by April 1st	5	5	5	-	-	5	-
Pants	Uniform Linen	-	-	-	11	3	3	-	-
Pants	Uniform Jeans	-	11	11	-	-	-	11	-
Pants	Coveralls	-	Mechanics: 7 Forman: 3	3	3	-	-	-	-
Sweater	Long Sleeve	Every Year	-	-	-	1	1	-	-

Initial issue and replacement as needed based on departmental authorization.

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

23.4 The Town shall provide an annual One Hundred Fifty dollar (\$150) maximum reimbursement for bargaining unit members' purchase of shoes or boots. Said reimbursement shall be made only upon presentation of original receipt of purchase. Said original receipt(s) shall become the property of the Town. Employees may only submit a request for reimbursement once per fiscal year.

23.5 The Town shall provide one (1) each short sleeve shirt, long sleeve shirt, pair of pants and jacket to all part time employees required to wear uniforms.

- 23.6** Uniforms are the property of the Town and shall be surrendered to the Department Director or designee when issued new uniforms or equipment, or upon the employee leaving the Town's service.

ARTICLE 24 - LIFE INSURANCE

- 24.1** The Town shall provide each full time employee covered by this agreement with a Twenty Thousand dollar (\$20,000) Term Life Insurance Policy, the premium of which shall be paid in full by the Town. As of 11:59pm on June 30, 2021, all full time employees covered by this Agreement shall be provided with a Thirty Thousand Dollar (\$30,000) group term life insurance policy.

ARTICLE 25 - PENSION

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

ARTICLE 26 - MILITARY SERVICE

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

ARTICLE 27 - PHYSICAL EXAMS

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

ARTICLE 28 - PERSONNEL FILES

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

ARTICLE 29 - BULLETIN BOARDS

- 29.1** The Town shall permit the Union to use bulletin boards for official union business. If anything is deemed inappropriate, the Town Manager and Local President will meet immediately to discuss the matter.

ARTICLE 30 - WASH-UP TIME

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

ARTICLE 31 - STORM MANAGEMENT

- 30.1** All vehicles used for storm management, regardless of size, shall have one (1) employee. However, at the discretion of the Town, two (2) employees may be assigned to one or more of these vehicles.
- a. Whenever there is a call-out for, storm management, aftermath cleanup, snow plowing and/or sanding operations, members shall be called in the following order:
 - i. Members of the Highway Division
 - ii. Members of the Parks and Recreation Divisions and other employees with voluntarily established routes will be called first,
 - iii. Qualified part time employees,
 - iv. Qualified non-bargaining unit employees, and
 - v. If a local or state weather-related declaration of emergency has been issued, all other qualified employees.
 - vi. Qualified bargaining unit employees, including part time employees, will be notified in the order of their primary seniority on a rotating basis. The Town may call out non-bargaining unit employees only after all qualified bargaining unit employees have been offered work.
 - vii. Primary seniority will be used to fill vacant or new routes.
 - b. An employee plowing/sanding for eight hours straight shall be guaranteed a 30-minute rest break.

ARTICLE 32 - RESIGNATION

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

ARTICLE 33 - LAYOFF AND RECALL

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

ARTICLE 34 - JOB DESCRIPTIONS, TITLES AND CLASSIFICATIONS

- 34.1** Each position in the bargaining unit covered by this agreement has a Job Description, Title, and Classification. These Position Titles and Classifications shall be appended to this agreement. A copy of the current job description for each bargaining unit position shall be provided to the Union President upon contract ratification, 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.
- 34.2** If a bargaining unit member is required to perform the duties of a classification higher than his/her normal job class for more than one (1) consecutive work day, he/she will be paid at the top step of the higher pay grade for the time the employee worked out of classification. On each separate occasion that a member works in such higher classification, the one (1) day period must be fulfilled before the higher pay rate becomes effective. To be compensated at the higher classification rate, authorization must be granted in writing by an employee's supervisor or Department Director in advance of serving in the higher classified position. The Town will make every reasonable effort to schedule working out of classification as an eight (8) hour block of time.

ARTICLE 35 - CIVIC DUTIES

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

ARTICLE 36 - VOLUNTEER FIRE SERVICES

- 36.1** Employees covered by this agreement who are active volunteer firefighters within the Town of South Kingstown shall be allowed to respond to structure fires, motor vehicle accidents with extrication, brush fires, and mass casualty incidents 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. Exceptions include the following:
- A. Dispatcher
 - B. Wastewater Division employees where the departure of the employee would result in a violation of state or federal requirements
- 36.2** Employees will only be allowed to respond to other types of fires if these occur within a reasonable distance from the employee's work site.
- 36.3** Employees must receive approval from the Department or Division Head prior to leaving the work site to respond to an incident as indicated in 36.1. Employees may not use a Town vehicle to respond to a fire call.

ARTICLE 37 - DISCIPLINARY ACTION

- 37.1** No employee who has completed his or her probationary period shall be disciplined without just cause. Any disciplinary action taken against any employee covered by this agreement shall be reported to the Union President or his or her designee in writing within twenty-four (24) hours of such action.
- 37.2** Verbal warnings and Written warnings shall remain in an employee's personnel file for the duration of his or her employment but shall not be used against said employee in further disciplinary proceedings after a period of fifteen (15) months from issue. Suspensions of five (5) days or less shall remain in an employee's personnel file for the duration of his or her employment but shall not be used against said employee in further disciplinary proceedings after a period of two (2) years from issue.

ARTICLE 38 - SEVERABILITY

- 38.1** If any article or section of any article or if any supplements to this agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this agreement or any supplement to it shall not be affected and shall remain in full force.

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

ARTICLE 39 - NO STRIKE/NO LOCKOUT

- 39.1** During the term of this agreement, the Union agrees that there shall be no strike, walkouts, sit-ins, slowdowns or other interruptions, suspensions, cessations of work, or any picketing or any interference of any nature of the operation of the government of the Town of South Kingstown by the Union, by any of its members, or at the instance of the Union for any reasons whatsoever or because of any matter or controversy or dispute between the Union or any of its members or employees or between the Union and any of its members or the Town or between the Union or any of its members and others or between the Town and others. Employees who participate in any strike or any of the aforesaid acts may be subject to termination.
- 39.2** The Town agrees not to lockout employees.

ARTICLE 40 - NEGOTIATION FOR A NEW CONTRACT

- 40.1** The Town agrees to enter into negotiations with the Union no later than one hundred-twenty (120) days prior to the expiration date of this agreement for the purpose of negotiating a successor agreement.
- 40.2** In the event a negotiating session scheduled during working hours for any employees covered by this agreement who shall be elected or appointed to a position on the negotiating team for the Union, that employee shall be relieved of duty to attend such meetings without loss of pay.

ARTICLE 41 - WAGES AND LONGEVITY

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

41.2 Parks Maintenance Technicians who hold an active Pesticide License shall receive a TwoHundred Dollar (\$200) Annual Stipend for obtaining and maintaining said license. Said stipend shall be paid annually by March 1st. Said stipend shall be limited to two (2), and therefore paid to a maximum of two (2) Parks Maintenance Technicians annually. Should more than two (2) Parks Maintenance Technicians hold an active Pesticide License, the employees who receive the stipend will be based upon Division Seniority.

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

Step 0: Starting Wage

Step 1: Upon successful completion of probationary period pursuant to Section 4.1 or 8.3, as applicable

Step 2: Twelve (12) months from previous step

Step 3: Twelve (12) months from previous step

ARTICLE 42 - PEOPLE DEDUCTIONS

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

ARTICLE 43 - PART TIME EMPLOYEES

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

43.2 Part time employees (ACO) and animal shelter employees who work the second shift (4-8 pm) shall receive the second shift differential in Appendix A, Section 3.

43.3 Part time employees who work twenty (20) hours per week or more shall receive the longevity benefits in Appendix A at the rate of fifty percent (50%).

43.4 Part time employees are those employees who work a minimum schedule of fifteen (15) hours per week or more.

ARTICLE 44 - PERSONAL LEAVE

44.1 Personal Days

A. All employees shall receive three (3) paid personal leave days per fiscal year. Employees shall be permitted to use personal days in thirty (30) minute increments, provided that such time be used at the beginning or the end of the scheduled workday. Employees shall be required to notify the Town of their intent to take such time by the conclusion of the previous workday. Otherwise, personal time will be charged in no less

than one-half (1/2) day increments. Employees are granted one (1) additional personal day on the January 1st following the fifth anniversary of hire. A maximum of one (1) day of personal leave can be carried forward into the next year.

- B. New employees hired after October 1st will be granted personal leave on a prorated basis during the fiscal year of appointment in accordance with the following schedule:

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

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

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

ARTICLE 45 - DURATION

45.1 The effective date of this agreement shall be July 1, 2021 to June 30, 2024.


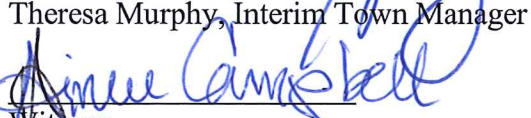
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 16 day of July, 2021.

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


David Signorelli, President

Witness

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


Theresa Murphy, Interim Town Manager

Doreen Campbell

Witness


James A Cenerini, Senior Staff Representative
RI Council 94, AFSCME, AFL-CIO

NEGOTIATING COMMITTEE:

APPENDIX A - WAGES
SECTION 1A: FY 2021-2022 (1.5% increase)

Full Time	Step	Hourly Rate	Annual*
AASM @ 8 hrs	0	\$20.0158	\$41,793
Assistant Animal	1	\$20.5163	\$42,838
Shelter Manager	2	\$21.2933	\$44,460
	3	\$21.7190	\$45,349
ACO @ 8 hrs	0	\$21.3544	\$44,588
Animal Control	1	\$21.8883	\$45,702
Officer	2	\$22.7185	\$47,436
	3	\$23.1728	\$48,385
ASM @ 8 hrs	0	\$23.6995	\$49,485
Animal Shelter	1	\$24.2923	\$50,722
Manager	2	\$25.2124	\$52,643
	3	\$25.7165	\$53,696
AM1 @ 8 hrs	0	\$20.0884	\$41,945
Auto Mechanic I	1	\$20.5903	\$42,992
	2	\$21.3714	\$44,624
	3	\$21.7990	\$45,516
AM2 @ 8 hrs	0	\$23.1538	\$48,345
Auto Mechanic II	1	\$23.7327	\$49,554
	2	\$24.6323	\$51,432
	3	\$25.1249	\$52,461
CF @ 8 hrs	0	\$23.2713	\$48,590
Crew Foreman	1	\$23.8529	\$49,805
	2	\$24.7198	\$51,615
	3	\$25.2144	\$52,648
EQ1 @ 8 hrs	0	\$20.2960	\$42,378
Equipment	1	\$20.8035	\$43,438
Operator I	2	\$21.5736	\$45,046
	3	\$22.0050	\$45,946
EQ2 @ 8 hrs	0	\$22.1405	\$46,229
Equipment	1	\$22.6942	\$47,385
Operator II	2	\$23.5544	\$49,181
	3	\$24.0255	\$50,165
EQ3 @ 8 hrs	0	\$22.5304	\$47,043
Equipment	1	\$23.0941	\$48,220
Operator III	2	\$23.9696	\$50,048
	3	\$24.4491	\$51,050
LBTO @ 8 hrs	0	\$22.9880	\$47,999
Lab Tech Operator	1	\$23.5623	\$49,198
	2	\$24.4550	\$51,062
	3	\$24.9440	\$52,083
CLRK @ 8 hrs	0	\$22.2398	\$46,437
Office Clerk	1	\$22.7960	\$47,598
	2	\$23.6722	\$49,428
	3	\$24.1456	\$50,416
PDF @ 8 hrs	0	\$25.4850	\$53,213
Parks Foreman	1	\$26.1218	\$54,542
	2	\$26.9448	\$56,261
	3	\$27.4837	\$57,386

Full Time	Step	Hourly Rate	Annual*
PMT @ 8 hrs	0	\$22.1405	\$46,229
Parks Maintenance	1	\$22.6942	\$47,385
Technician	2	\$23.5544	\$49,181
	3	\$24.0255	\$50,165
PDIS @ 8 hrs	0	\$23.0787	\$48,188
Dispatcher	1	\$23.6556	\$49,393
	2	\$24.5514	\$51,263
	3	\$25.0424	\$52,288
SSTS @ 7 hrs	0	\$20.5264	\$37,502
Senior Services Driver	1	\$21.0393	\$38,439
	2	\$21.9417	\$40,087
	3	\$22.3804	\$40,889
WWM1 @ 8 hrs	0	\$21.8579	\$45,639
Wastewater Mechanic I	1	\$22.4047	\$46,781
	2	\$23.2529	\$48,552
	3	\$23.7180	\$49,523
WWM2 @ 8 hrs	0	\$24.1184	\$50,359
Wastewater Mechanic II	1	\$24.7209	\$51,617
	2	\$25.6572	\$53,572
	3	\$26.1704	\$54,644
WWO1 @ 8 hrs	0	\$21.8579	\$45,639
Wastewater Operator I	1	\$22.4047	\$46,781
	2	\$23.2529	\$48,552
	3	\$23.7180	\$49,523
WWO2 @ 8 hrs	0	\$24.1184	\$50,359
Wastewater Operator II	1	\$24.7209	\$51,617
	2	\$25.6572	\$53,572
	3	\$26.1704	\$54,644
WWWK @ 8 hrs	0	\$20.1621	\$42,098
Wastewater Worker	1	\$20.6663	\$43,151
	2	\$21.4488	\$44,785
	3	\$21.8777	\$45,681

Part Time	Step	Hourly Rate
AACO	0	\$18.6600
Asst Animal	1	\$19.8711
Control Officer	2	\$20.2684
	3	\$20.7752
KAPT	0	\$17.0308
Kennel Assistant	1	\$17.4563
	2	\$18.1240
	3	\$18.4865
PDPT	0	\$23.0757
Dispatcher	1	\$23.6523
	2	\$24.5440
	3	\$25.0350

*Employees are hourly employees. The hourly figure is the controlling number. Annual rates may vary slightly due to rounding and number of regular work days (261 shown).

APPENDIX A - WAGES
SECTION 1B: FY 2022-2023 (2.5% increase)

Full Time	Step	Hourly Rate	Annual*
AASM @ 8 hrs	0	\$20.5162	\$42,838
Assistant Animal	1	\$21.0292	\$43,909
Shelter Manager	2	\$21.8256	\$45,572
	3	\$22.2619	\$46,483
ACO @ 8 hrs	0	\$21.8882	\$45,703
Animal Control	1	\$22.4355	\$46,845
Officer	2	\$23.2865	\$48,622
	3	\$23.7521	\$49,594
ASM @ 8 hrs	0	\$24.2920	\$50,722
Animal Shelter	1	\$24.8996	\$51,990
Manager	2	\$25.8427	\$53,959
	3	\$26.3595	\$55,039
AM1 @ 8 hrs	0	\$20.5906	\$42,993
Auto Mechanic I	1	\$21.1050	\$44,067
	2	\$21.9057	\$45,739
	3	\$22.3439	\$46,654
AM2 @ 8 hrs	0	\$23.7326	\$49,554
Auto Mechanic II	1	\$24.3260	\$50,793
	2	\$25.2481	\$52,718
	3	\$25.7530	\$53,772
CF @ 8 hrs	0	\$23.8531	\$49,805
Crew Foreman	1	\$24.4492	\$51,050
	2	\$25.3378	\$52,905
	3	\$25.8448	\$53,964
EQ1 @ 8 hrs	0	\$20.8034	\$43,438
Equipment	1	\$21.3236	\$44,524
Operator I	2	\$22.1130	\$46,172
	3	\$22.5551	\$47,095
EQ2 @ 8 hrs	0	\$22.6940	\$47,385
Equipment	1	\$23.2615	\$48,570
Operator II	2	\$24.1433	\$50,411
	3	\$24.6261	\$51,419
EQ3 @ 8 hrs	0	\$23.0936	\$48,219
Equipment	1	\$23.6714	\$49,426
Operator III	2	\$24.5689	\$51,300
	3	\$25.0603	\$52,326
LBTO @ 8 hrs	0	\$23.5627	\$49,199
Lab Tech Operator	1	\$24.1514	\$50,428
	2	\$25.0664	\$52,339
	3	\$25.5676	\$53,385
CLRK @ 8 hrs	0	\$22.7958	\$47,597
Office Clerk	1	\$23.3659	\$48,788
	2	\$24.2640	\$50,663
	3	\$24.7493	\$51,676
PDF @ 8 hrs	0	\$26.1222	\$54,543
Parks Foreman	1	\$26.7749	\$55,906
	2	\$27.6184	\$57,667
	3	\$28.1708	\$58,821

Full Time	Step	Hourly Rate	Annual*
PMT @ 8 hrs	0	\$22.6940	\$47,385
Parks Maintenance	1	\$23.2615	\$48,570
Technician	2	\$24.1433	\$50,411
	3	\$24.6261	\$51,419
PDIS @ 8 hrs	0	\$23.6556	\$49,393
Dispatcher	1	\$24.2470	\$50,628
	2	\$25.1652	\$52,545
	3	\$25.6684	\$53,596
SSTS @ 7 hrs	0	\$21.0396	\$38,440
Senior Services Driver	1	\$21.5653	\$39,400
	2	\$22.4902	\$41,090
	3	\$22.9400	\$41,911
WWM1 @ 8 hrs	0	\$22.4044	\$46,780
Wastewater Mechanic I	1	\$22.9648	\$47,951
	2	\$23.8343	\$49,766
	3	\$24.3110	\$50,761
WWM2 @ 8 hrs	0	\$24.7214	\$51,618
Wastewater Mechanic II	1	\$25.3390	\$52,908
	2	\$26.2986	\$54,911
	3	\$26.8246	\$56,010
WWO1 @ 8 hrs	0	\$22.4044	\$46,780
Wastewater Operator I	1	\$22.9648	\$47,951
	2	\$23.8343	\$49,766
	3	\$24.3110	\$50,761
WWO2 @ 8 hrs	0	\$24.7214	\$51,618
Wastewater Operator II	1	\$25.3390	\$52,908
	2	\$26.2986	\$54,911
	3	\$26.8246	\$56,010
WWWK @ 8 hrs	0	\$20.6661	\$43,151
Wastewater Worker	1	\$21.1830	\$44,230
	2	\$21.9850	\$45,905
	3	\$22.4247	\$46,823

Part Time	Step	Hourly Rate
AACO	0	\$19.1265
Asst Animal	1	\$20.3678
Control Officer	2	\$20.7751
	3	\$21.2946
KAPT	0	\$17.4566
Kennel Assistant	1	\$17.8927
	2	\$18.5771
	3	\$18.9487
PDPT	0	\$23.6526
Dispatcher	1	\$24.2437
	2	\$25.1576
	3	\$25.6608

*Employees are hourly employees. The hourly figure is the controlling number. Annual rates may vary slightly due to rounding and number of regular work days (261 shown).

APPENDIX A - WAGES
SECTION 1C: FY 2023-2024 (2.0% increase)

Full Time	Step	Hourly Rate	Annual*
AASM @ 8 hrs	0	\$20.9265	\$43,527
Assistant Animal	1	\$21.4498	\$44,615
Shelter Manager	2	\$22.2621	\$46,305
	3	\$22.7072	\$47,231
ACO @ 8 hrs	0	\$22.3260	\$46,438
Animal Control	1	\$22.8842	\$47,599
Officer	2	\$23.7522	\$49,404
	3	\$24.2271	\$50,392
ASM @ 8 hrs	0	\$24.7779	\$51,538
Animal Shelter	1	\$25.3976	\$52,827
Manager	2	\$26.3596	\$54,828
	3	\$26.8867	\$55,924
AM1 @ 8 hrs	0	\$21.0024	\$43,685
Auto Mechanic I	1	\$21.5271	\$44,776
	2	\$22.3438	\$46,475
	3	\$22.7908	\$47,405
AM2 @ 8 hrs	0	\$24.2073	\$50,351
Auto Mechanic II	1	\$24.8126	\$51,610
	2	\$25.7531	\$53,566
	3	\$26.2681	\$54,638
CF @ 8 hrs	0	\$24.3302	\$50,607
Crew Foreman	1	\$24.9382	\$51,871
	2	\$25.8446	\$53,757
	3	\$26.3617	\$54,832
EQ1 @ 8 hrs	0	\$21.2195	\$44,137
Equipment	1	\$21.7501	\$45,240
Operator I	2	\$22.5552	\$46,915
	3	\$23.0062	\$47,853
EQ2 @ 8 hrs	0	\$23.1479	\$48,147
Equipment	1	\$23.7268	\$49,352
Operator II	2	\$24.6261	\$51,222
	3	\$25.1186	\$52,247
EQ3 @ 8 hrs	0	\$23.5555	\$48,995
Equipment	1	\$24.1449	\$50,221
Operator III	2	\$25.0602	\$52,125
	3	\$25.5616	\$53,168
LBTO @ 8 hrs	0	\$24.0340	\$49,991
Lab Tech Operator	1	\$24.6344	\$51,239
	2	\$25.5677	\$53,181
	3	\$26.0790	\$54,244
CLRK @ 8 hrs	0	\$23.2517	\$48,363
Office Clerk	1	\$23.8332	\$49,573
	2	\$24.7493	\$51,479
	3	\$25.2443	\$52,508
PDF @ 8 hrs	0	\$26.6446	\$55,421
Parks Foreman	1	\$27.3104	\$56,805
	2	\$28.1708	\$58,595
	3	\$28.7342	\$59,767

Full Time	Step	Hourly Rate	Annual*
PMT @ 8 hrs	0	\$23.1479	\$48,147
Parks Maintenance	1	\$23.7268	\$49,352
Technician	2	\$24.6261	\$51,222
	3	\$25.1186	\$52,247
PDIS @ 8 hrs	0	\$24.1287	\$50,188
Dispatcher	1	\$24.7319	\$51,442
	2	\$25.6685	\$53,390
	3	\$26.1818	\$54,458
SSTS @ 7 hrs	0	\$21.4604	\$39,058
Senior Services Driver	1	\$21.9966	\$40,034
	2	\$22.9400	\$41,751
	3	\$23.3988	\$42,586
WWM1 @ 8 hrs	0	\$22.8525	\$47,533
Wastewater Mechanic I	1	\$23.4241	\$48,722
	2	\$24.3109	\$50,567
	3	\$24.7972	\$51,578
WWM2 @ 8 hrs.	0	\$25.2158	\$52,449
Wastewater Mechanic II	1	\$25.8457	\$53,759
	2	\$26.8246	\$55,795
	3	\$27.3611	\$56,911
WWO1 @ 8 hrs	0	\$22.8525	\$47,533
Wastewater Operator I	1	\$23.4241	\$48,722
	2	\$24.3109	\$50,567
	3	\$24.7972	\$51,578
WWO2 @ 8 hrs	0	\$25.2158	\$52,449
Wastewater Operator II	1	\$25.8457	\$53,759
	2	\$26.8246	\$55,795
	3	\$27.3611	\$56,911
WWWK @ 8 hrs	0	\$21.0794	\$43,845
Wastewater Worker	1	\$21.6066	\$44,942
	2	\$22.4247	\$46,643
	3	\$22.8732	\$47,576

Part Time	Step	Hourly Rate
AACO	0	\$19.5090
Asst Animal	1	\$20.7752
Control Officer	2	\$21.1906
	3	\$21.7205
KAPT	0	\$17.8057
Kennel Assistant	1	\$18.2505
	2	\$18.9487
	3	\$19.3276
PDPT	0	\$24.1257
Dispatcher	1	\$24.7285
	2	\$25.6608
	3	\$26.1741

*Employees are hourly employees. The hourly figure is the controlling number. Annual rates may vary slightly due to rounding and number of regular work days (260 shown).

APPENDIX A - WAGES
SECTION 2: LONGEVITY AND SHIFT DIFFERENTIAL

1. Wage rates for all employees covered by this agreement shall be as in this Appendix.
2. Longevity: Employees with four (4) years or more years of service shall receive one (1) lump sum payment by separate check, the first full pay period of July. For FY 2021-2024, Longevity payments shall be as follows:

$$\$2.52 \times \text{number of years of service} \times 52 = \text{payment}$$

3. Shift Differential

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

July 1, 2021-June 30, 2024 (\$0.50) for Second Shift

July 1, 2021-June 30, 2024 (\$0.55) for Third Shift

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

July 1, 2021 - June 30, 2024 (\$0.75) per hour

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

July 1, 2021 - June 30, 2024 (\$0.25) per hour

APPENDIX B - HEALTHCARE BENEFITS SUMMARY

Please see the following pages for the Blue Cross Blue Shield of Rhode Island (BCBSRI) HealthMate Coast-to-Coast Summary of Benefits and Coverage and the Delta Dental Summary of Benefits and Coverage for the coverage period July 1, 2021 – June 30, 2022. As the medical and dental Summary of Benefits and Coverage documents for July 1, 2022 – June 30, 2023 and July 1, 2023 – June 30, 2024 become available, the documents will be appended to this agreement.

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

Town of South Kingstown - #01002575 – 0001, 0006 (\$75 ER)
 Coverage Period: 07/01/2021 - 06/30/2022
 Coverage for: See below Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-639-2227 or (401) 459-5000 or TDD 711 or visit us at www.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 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 deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Doesn't apply to some services with a fixed dollar copay.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply.
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 \$6350 for an individual plan / \$12700 for a family plan. For Out-of-Network providers \$6350 for an individual plan / \$12700 for a family plan.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
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 network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider 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 specialist 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 provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay per visit	\$15 copay plus 20% coinsurance per visit	None
	Specialist visit	\$20 copay per visit	\$20 copay plus 20% coinsurance per visit	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge	\$20 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 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	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	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 Specialty Pharmacy: \$75 maximum charge per prescription (except infertility drugs)
	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	
More information about prescription drug coverage is available at www.Caremark.com .				

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	20% coinsurance	Preauthorization is recommended; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fees	No Charge	20% coinsurance	
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: Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received.
	Emergency medical transportation	\$50 copay 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	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	20% coinsurance	
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	

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 are pregnant	Office visits	\$20 copay per visit	\$20 copay plus 20% coinsurance per visit	Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	
	Home health care	No Charge	20% coinsurance	
If you need help recovering or have other special health needs	Rehabilitation services	20% coinsurance	20% coinsurance	Services include Physical, Occupational and Speech Therapy; No charge for services to treat autism spectrum disorder. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge. Preauthorization is recommended; Custodial care is not covered
	Habilitation services	20% coinsurance	20% coinsurance	
	Skilled nursing care	No Charge.	20% coinsurance	
	Durable medical equipment	20% coinsurance	20% coinsurance	
	Hospice service	No Charge	20% coinsurance	
If your child needs dental or eye care	Children's eye exam	\$20 copay per visit	\$20 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 Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • Acupuncture • Cosmetic surgery • Dental care (Adult) | <ul style="list-style-type: none"> • Dental check-up, child • Glasses, child • Long-term care | <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 plan 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. | <ul style="list-style-type: none"> • Private-duty nursing • 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) 462-5000 or TDD 711, state insurance department at (401) 462-9520 or by email at HealthInquiry@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.ccio.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: 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 HealthInquiry@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.

Dinekehgo 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 \$20
- 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 \$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$20
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$80

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 \$20
- 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 \$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$160
Coinsurance	\$860
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$1,040

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

- The plan's overall deductible \$0
- Specialist copayment \$20
- 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 \$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$200
Coinsurance	\$100
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$300

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

TOWN OF SOUTH KINGSTOWN - NEA, NON-UNION

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).

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. A panoramic film is a benefit for individuals ages 6 and older.
- Single x-rays as required
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth - one procedure per tooth per lifetime.
- 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
- Bridges and crowns over implants - replacement limited to once every 60 months
- Partial and complete dentures - replacement limited to once every 60 months
- 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
- 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 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.

NOTICE OF NONDISCRIMINATION AND ACCESSIBILITY POLICY

Delta Dental of Rhode Island does not discriminate on the basis of race, color, national origin, age, disability, or sex.

Español (Spanish): ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-843-3582.

Português (Portuguese): ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-843-3582.

Blue Cross Vision - Allowance Plan 2 Access Network



Vision Care Services	In-Network Member Cost	Out-of-Network Member Cost
Frames, Lenses, and Lens Options Package (Any frame, lens, and lens options available at provider location)	\$100 allowance for frames, lenses, and lens options; 20% off balance over \$100	Balance over \$50
Contact Lenses (Contact lens allowance includes materials only.)		
Conventional	\$0 copay, \$100 allowance; 15% off balance over \$100	Balance over \$80
Disposable	\$0 copay, \$100 allowance; remaining balance over \$100	Balance over \$80
Laser Vision Correction LASIK or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price	N/A
Additional Discounts	40% discount off complete pair of prescription eyeglasses 15% discount off conventional contact lenses once funded benefit has been used 20% off non-prescription sunglasses	N/A
Frequency Frames and lenses and contact lenses	Once every 12 months	Once every 12 months

Please Note: Your benefits cannot be combined with any other discounts, coupons, or promotional offers unless otherwise noted in an offer.



This is a summary of your vision benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your doctor. EyeMed Vision Care is an independent company, contracted by Blue Cross & Blue Shield of Rhode Island to provide vision benefit management services.



500 Exchange Street • Providence, RI 02903-2699

Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.

12/20 VSN-498803

USING YOUR VISION BENEFITS IS EASY AND HASSLE-FREE!

It's simple to use your Blue Cross Vision benefits! Your vision plan gives you 24/7 access to your benefits and plan information with our online self-service tools. Plus we've got thousands of independent providers and retail options where you can have an eye exam and purchase eyewear.

Here's how it works:

1. Review your benefits online

Visit **myBCBSRI** anytime from your laptop or mobile device to view your benefits, eligibility, and claims status. You can also use our enhanced provider search tool to easily find a provider and schedule your eye exam.

2. Selecting eyewear

When you go to get your eyewear, you don't even need your ID card – just your name and date of birth. The provider will take care of the rest. You don't even need to file a claim...there's no paperwork and no hassles. Just great benefits and service to help you get the most from your vision coverage. (If you prefer to have an ID card with you, you can also log in to **myBCBSRI** to download a copy.)

The EyeMedSM Access Network is the largest national network* of vision providers, including most independent providers and famous retail locations like:



You can even get the same great selection and service online at **ContactsDirect.com** and **Glasses.com**.



WE'RE HERE FOR YOU!

Have any questions or need assistance getting a copy of your ID card? Call our customer service center at **(401) 459-5000** or **1-800-639-2227** from outside Rhode Island.

Hours are Monday through Friday, 8:00 a.m. to 8:00 p.m.; Saturday and Sunday, 8:00 a.m. to noon.

*Based on EyeMed internal data compared to data on other vision benefit companies obtained through NetMinder, September 2015



www.bcbstri.com

500 Exchange Street • Providence, RI 02903-2699

Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.

10/20 VSN-471897