

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**TOWN OF EAST GREENWICH,  
RHODE ISLAND**

**and**

**EAST GREENWICH  
MUNICIPAL**

**EMPLOYEE'S ASSOCIATION**

**NEARI**

**CONTRACT TERM**

**JULY 1, 2019 through JUNE 30, 2022**

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## PREAMBLE

This Agreement entered into by and between the Town of East Greenwich, hereinafter referred to as the "Employer" or "Town" and the East Greenwich Municipal Employees' Association, NEARI, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Town and its employees, the establishment of equitable and peaceful procedures for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment. The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Employer and the Employees.

## ARTICLE I

### RECOGNITION AND UNION SECURITY

**Section 1. Recognition.** The Town recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining for all employees in the Bargaining Unit. The Bargaining Unit for purposes of this Agreement shall consist of all employees designated in the Rhode Island State Labor Relations Board Certification of Representatives in Case No. EE 3514, and as amended. Included in the Bargaining Unit shall be all Municipal Employees as defined under Rhode Island General Laws 28-9.4-2b (The Substance Abuse Coordinator shall not be a member of the Bargaining unit).

**Section 2. Exclusive Representative.** The Town will not engage in collective bargaining for members of the Bargaining Unit with any organization other than the Union unless and until such time as the Union is no longer the duly certified sole and exclusive representative of said members for purposes of collective bargaining.

#### **Section 3. Union Security and Dues Deduction \***

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

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

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

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

- b. An employee wishing to change their membership status may do so providing written notice to the Union and the Town. The change in membership status shall take effect upon receipt of the notice by the Union and the Town.
- c. The Treasurer of the Union shall certify to the Town Manager the dollar amount of membership dues and assessments (Option 1). The Union shall give the Town thirty (30) days notice prior to any change in these amounts.
- d. For employees who have elected Option 1, the Town agrees to withhold any membership dues and assessments from the employees' pay. The Town agrees to the adoption of a Union check-off system whereby Union dues will be withheld from the Union member's pay upon written authorization of the individual employee, until such time as such authorization is revoked at source, in equal amounts from each pay, or otherwise, as the frequency of the pay period may require. These withheld amounts shall be transmitted to the Treasurer of the Union for the previous month's deductions, not later than the 15<sup>th</sup> of each successive month.
- e. The Union agrees to indemnify and hold the Town harmless against any and all claims, suits, orders, and judgements brought or issued against the Town as a result of any action taken by the Town under the provisions of this Article. The Town is not liable or responsible for the application, use, or misuse of such membership dues and/or assessments and the Union agrees to hold harmless and indemnify the Town therefrom.

**Section 4. Change in Dues.** The Union will notify the Town in writing, not less than thirty (30) days prior, to any change in the amount of Union Dues.

**Section 5. Union Officers.** A written list of Union Officers and Representatives shall be furnished to the Town immediately after designation, and the Union shall immediately notify the Town of any changes therein.

\*This section was modified in light of the US Supreme Court's ruling of Janus v. AFSCME, June 27, 2018.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

**Section 1. Management Rights.** It is understood and agreed that the Employer has the sole right and authority, whether exercised or not, to operate and manage its affairs in all respects except as may have been modified, amended or abridged by the express provisions of this Agreement. The rights of the Employer, through its management officials, shall include but are not limited to the following:

- a) The right to determine its mission, policies and to set forth all standards of service offered to the public
- b) To revise job descriptions; seeking agreement through consultation with the Union and direct employees in the performance of their duties
- c) To plan, direct and control the services of its employees
- d) To direct the working forces, including the right to assign work or overtime
- e) To hire and assign or to transfer employees
- f) To promote, suspend, discipline or discharge employees for just cause
- g) To layoff or relieve employees due to lack of work or funds or for other legitimate reasons
- h) To introduce new or improved methods, equipment or facilities
- i) To make, publish and enforce reasonable rules and regulations
- j) To take any and all actions as may be necessary to carry out the operations of the Employer in situations of civil emergency

Unless otherwise provided herein, the Town shall act through its Town Manager in the implementation of this Agreement.

**ARTICLE III**  
**NON-DISCRIMINATION**

**Section 1. In General** Neither the Employer nor the Union shall unlawfully discriminate against any employee in the Bargaining Unit because of such employee's age, sex, marital status, race, religion, color, creed, national origin, physical handicap or political affiliation. The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, mindful that the public interest is enhanced with full utilization of each employee's skill and ability without regard to or consideration of race, color, creed, national origin or sex.

**Section 2. Union Activity** The Town shall not unlawfully discriminate against any employee in the Bargaining Unit because of membership in, or legitimate activity on behalf of, the Union.

## **ARTICLE IV**

### **HOURS OF WORK AND OVERTIME**

**Section 1.** This Article is intended to define the normal hours of work and the normal workweek and to provide the basis for calculation and payment of overtime.

**Section 2. Hours.** The normal workday for salaried and hourly rate employees is set forth in Article V, Section 1. The regular workweek shall consist of five (5) consecutive working days from Monday through Friday, except for the Park & Recreation Department's Recreation Coordinator and Program Assistant/Clerk who shall work a flexible schedule.

Salaried employees, including the Highway Superintendent and Parks and Recreation Superintendent, shall not receive overtime pay, however; salaried employees may be required to attend meetings or work additional hours related to Town business, other than during the normal workday, by the Department Head. Said employees shall receive compensatory time for attendance at all such required meetings in accordance with the following:

- 1) Between thirty-five (35) and forty (40) hours in a week - Compensatory Time shall be credited at the rate of one and one-half (1 ½) hours for each hour in attendance at a meeting or other work related event.
- 2) Over forty (40) hours in a week - Compensatory Time shall be credited at the rate of one and one-half (1½) hours for each hour in attendance at a meeting or other work related event.
- 3) An employee shall be credited with a minimum of one and one-half (1 ½) hours (in accordance with the foregoing) for each meeting, even if the meeting is for less the one and one-half (1 ½) hours.
- 4) Compensatory Time shall be discharged within four (4) months of the date credited.
- 5) No employee shall be required to attend more than fifty-two (52) meetings beyond the normal workday in any one (1) fiscal year.
- 6) Compensatory Time shall be credited to an employee for the additional time work as approved by the Department Head.

**Section 3. Overtime.** Hourly rate employees, as designated in Article V, may be

required to work overtime as needed and if designated as a forty (40) hour per week employee in Article V, shall be paid for all work performed in excess of forty (40) hours per week or eight (8) hours in one (1) day at a rate of time and one-half (1½). Work performed in excess of thirty-five (35) hours per week or seven (7) hours in one (1) day by hourly rate employees designated in Article V with a thirty-five (35) hour workweek shall be compensated at time and one-half (1½) either by payment in cash or compensatory time, which must be taken within four (4) months of the date earned, (the Employer shall have the option of paying in cash or by compensatory time for hours worked in excess of thirty-five (35) and less than forty (40) in a week; the employee shall have this option for hours worked in excess of forty (40) in a week); provided however, that should an hourly rate employee (except the Recreation Coordinator and Program Assistant/Clerk) be required to work on a Saturday or Sunday, said employee shall be compensated at time and one-half (1½) for each hour worked. All overtime shall be equitably distributed within each Department based on seniority and qualifications as defined in Article II (Management Rights).

## ARTICLE V

### Section 1 Chart of Hourly Rates & Salary Schedule FY 2020-2022

FY 2020

Hourly employees: Position & Grade	Grade	Hours	Step A	Step B	Step C	Step D	Step E
Meal site supervisor and center assistant	6	35	11.99	12.59	13.19	13.89	14.59
Transportation Coordinator	8	35	16.88	17.75	18.70	19.61	20.60
Senior Service Clerk, Senior Services Case Worker	10	35	18.10	18.96	19.92	20.90	21.95
Fiscal Clerk, Clerk, Municipal Court Clerk, Secretary, Program coordinator, Planning Tech	20	35	18.96	19.92	20.90	21.95	23.08
Assessors Aid/Administrative Asst	30	35	20.33	21.35	22.43	23.54	24.71
Canvassing Clerk	35	35	20.96	21.82	22.77	23.76	24.81
Fiscal Specialist	38	35	20.37	21.44	22.58	23.76	25.02
Payroll Specialist	40	35	22.02	23.09	24.23	25.41	26.67
Assistant WWTP Superintendent	50	40	25.95	27.22	28.60	30.06	30.91
Salaried employees: Position & Grade	Grade	Hours	Step A	Step B	Step C	Step D	
Main Street coordinator	53	28	34,703.92	36,437.77	38,234.52	40,172.54	
Deputy Town Clerk	60	35	51,929.79	54,510.69	57,248.86	60,124.99	
Building Inspector	65	35	51,516.47	54,136.55	56,835.54	59,671.94	
Chief Acct/System Operator	70	35	52,323.79	54,943.87	57,682.60	60,578.59	
Assistant Planner	80	35	54,060.00	59,160.00	64,260.00	69,360.00	
Parks & Grounds Superintendent	80 A	40	54,060.00	59,160.00	64,260.00	69,360.00	
	90		61,543.74	64,616.87	67,946.05	71,314.96	
Highway Superintendent	95 A	40	61,200.00	65,790.00	71,400.00	76,500.00	
Special Projects Coordinator	95	35	61,200.00	65,790.00	71,400.00	76,500.00	
Sewer Line Construction Manager	95	35					
	100		69,108.75	72,634.93	76,240.03	80,101.17	
Building Official, Assistant Town Engineer	105	35	73,344.89	77,011.60	80,861.40	84,905.01	
Superintendent WWTP	110	40	79,825.25	83,864.08	88,040.32	92,394.24	
Plumbing and Electrical Inspector		16	18,636.34				

**FY 2021**

Hourly employees: Position & Grade	Grade	Hours	Step A	Step B	Step C	Step D	Step E
Meal site supervisor and center assistant	6	35	12.23	12.84	13.45	14.17	14.88
Transportation Coordinator	8	35	17.22	18.11	19.07	20.00	21.01
Senior Service Clerk, Senior Services Case Worker	10	35	18.46	19.34	20.32	21.32	22.39
Fiscal Clerk, Clerk, Municipal Court Clerk, Secretary, Program coordinator, Planning Tech	20	35	19.34	20.32	21.32	22.39	23.54
Assessors Aid/Administrative Asst	30	35	20.74	21.78	22.88	24.01	25.20
Canvassing Clerk	35	35	21.38	22.26	23.23	24.24	25.31
Fiscal Specialist	38	35	20.78	21.87	23.03	24.24	25.52
Payroll Specialist	40	35	22.46	23.55	24.71	25.92	27.20
Assistant WWTP Superintendent	50	40	26.47	27.76	29.17	30.66	31.53
Salaried employees: Position & Grade	Grade	Hours	Step A	Step B	Step C	Step D	
Main Street coordinator	53	28	35,398.00	37,166.53	38,999.21	40,975.99	
Deputy Town Clerk	60	35	52,968.39	55,600.90	58,393.84	61,327.49	
Building Inspector	65	35	52,546.80	55,219.28	57,972.25	60,865.38	
Chief Acct/System Operator	70	35	53,370.27	56,042.75	58,836.25	61,790.16	
Assistant Planner	80	35	55,141.20	60,343.20	65,545.20	70,747.20	
Parks & Grounds Superintendent	80 A	40	55,141.20	60,343.20	65,545.20	70,747.20	
	90		62,774.61	65,909.21	69,304.97	72,741.26	
Highway Superintendent	95 A	40	62,424.00	67,105.80	72,828.00	78,030.00	
Special Projects Coordinator	95	35	62,424.00	67,105.80	72,828.00	78,030.00	
Sewer Line Construction Manager	95	35					
	100		70,490.93	74,087.63	77,764.83	81,703.19	
Building Official, Assistant Town Engineer	105	35	74,811.79	78,551.83	82,478.63	86,603.11	
Superintendent WWTP	110	40	81,421.76	85,541.36	89,801.13	94,242.12	
Plumbing and Electrical Inspector		16	19,009.07				

**FY 2022**

Hourly employees: Position & Grade	Grade	Hours	Step A	Step B	Step C	Step D	Step E
Meal site supervisor and center assistant	6	35	12.47	13.10	13.72	14.45	15.18
Transportation Coordinator	8	35	17.56	18.47	19.46	20.40	21.43
Senior Service Clerk, Senior Services Case Worker	10	35	18.83	19.73	20.72	21.74	22.84
Fiscal Clerk, Clerk, Municipal Court Clerk, Secretary, Program coordinator, Planning Tech	20	35	19.73	20.72	21.74	22.84	24.01
Assessors Aid/Administrative Asst	30	35	21.15	22.21	23.34	24.49	25.71
Canvassing Clerk	35	35	21.81	22.70	23.69	24.72	25.81
Fiscal Specialist	38	35	21.19	22.31	23.49	24.72	26.03
Payroll Specialist	40	35	22.91	24.02	25.21	26.44	27.75
Assistant WWTP Superintendent	50	40	27.00	28.32	29.76	31.27	32.16
Salaried employees: Position & Grade	Grade	Hours	Step A	Step B	Step C	Step D	
Main Street coordinator	53	28	36,105.96	37,909.86	39,779.19	41,795.51	
Deputy Town Clerk	60	35	54,027.75	56,712.92	59,561.71	62,554.04	
Building Inspector	65	35	53,597.74	56,323.67	59,131.70	62,082.69	
Chief Acct/System Operator	70	35	54,437.67	57,163.60	60,012.98	63,025.97	
Assistant Planner	80	35	56,244.02	61,550.06	66,856.10	72,162.14	
Parks & Grounds Superintendent	80 A	40	56,244.02	61,550.06	66,856.10	72,162.14	
	90		64,030.11	67,227.39	70,691.07	74,196.08	
Highway Superintendent	95 A	40	63,672.48	68,447.92	74,284.56	79,590.60	
Special Projects Coordinator	95	35	63,672.48	68,447.92	74,284.56	79,590.60	
Sewer Line Construction Manager	95	35					
	100		71,900.74	75,569.38	79,320.13	83,337.26	
Building Official, Assistant Town Engineer	105	35	76,308.02	80,122.87	84,128.20	88,335.17	
Superintendent WWTP	110	40	83,050.19	87,252.19	91,597.15	96,126.97	
Plumbing and Electrical Inspector		16	19,389.25				

**Section 2. Probationary Period.** There shall be a one (1) year probationary period required of a new employee hired to a position in Section 1 above. During the probationary period, the employee may be discharged without cause by the appointing authority and any such discharge shall not be subject to the grievance and arbitration procedure.

**Section 3. Payroll.** All Employees shall be paid on a weekly basis.

**Section 4. Step Increases.** Employees shall be paid at the Step A rate until completion of one (1) year of employment at which point the employee will be paid at the Step B rate. Employees shall advance to subsequent Steps upon completion of one (1) year of continuous Town service on the prior step.

**Section 5. Re-classification.** An employee who is promoted to a higher classification shall be placed at the lowest step in the higher pay grade, which would grant the employee a salary increase. Upon reclassification, the salary increment date will be the effective date of the re-classification action.

## **ARTICLE VI**

### **SENIORITY**

#### **Section 1. Definition.**

- (a) Seniority shall be defined as total length of permanent, continuous service with the Employer. For the purpose of applying for and filling vacancies, seniority shall be defined as the length of service within a Department. Seniority for permanent, continuous part-time employees shall be pro-rated based on their regular scheduled hours for a given fiscal year. A separate seniority list shall be sent to the Union President at the beginning of each fiscal year for permanent, continuous part-time employees stating actual date of hire and amount of accumulated seniority.
- (b) If two or more employees are hired on the same date, seniority will be determined by lottery.
- (c) Seniority shall be acquired by an employee after completion of a one (1) year probationary period, at which time seniority shall be retroactive to the first day of continuous employment.

**Section 2. Accumulation.** Seniority shall accumulate during authorized paid leave because of illness, injury, or vacation, but shall not accrue during any period of unpaid leave.

**Section 3. Break in Seniority.** Seniority shall be considered terminated for the following reasons:

- a) When an employee has been discharged.
- b) When an employee voluntarily terminates his or her employment.
- c) When an employee exceeds an authorized leave of absence.

**Section 4. Seniority List.** The Town shall compile a seniority list in accordance with the foregoing and a copy shall be sent to the Union President. Should a disagreement arise concerning an employee's placement on the seniority list, it shall be submitted to the grievance procedure.

**Section 5. Lay-offs.** Lay-offs within a Job Classification shall occur in accordance with the following:

- a) Lay-off within an affected class of position in a Department shall occur on the basis of seniority with the least senior employee in the Department being laid off.
- b) The Town will give two (2) week's notice of said lay-off to the affected employee or employees and the Union President.
- c) Any employee who is the subject of a lay-off shall be placed on a recall list for a period of six (6) months.
- d) Whenever a vacancy as defined in Article VII, Section 1 (a) is to be filled, prior to posting said position, the Town will recall the employee with the most seniority in the Department on the Recall List qualified to fill said vacancy. If there is no such person from the Department on the Recall List, the Town will recall the most senior employee on the Recall List whom the Town deems qualified for the position. Said person must successfully complete a thirty-day (30) trial period in order to be awarded the position. Any employee who does not successfully complete the thirty-day (30) trial period will be placed on the recall list for the remainder of the six (6) month Recall Period.
- e) An employee who is eligible for recall shall be given Notice of Recall by certified mail with a copy to the Union President. The employee must notify the Town of his/her intention to return within five (5) working days after the mailing of the Notice of Recall. The employee must return to Town employ within fourteen (14) calendar days of the mailing of Notice of Recall or forfeit his/her right of recall. The Town shall be deemed to have fulfilled its obligations by mailing the Recall Notice by certified mail, return receipt requested to the address provided by the employee.
- f) Seniority shall be cumulative during periods of lay-off up to a maximum of one (1) year.

**ARTICLE VII**  
**VACANCIES, TRANSFERS AND PROMOTIONS**

**Section 1. Vacancies.**

- a) Vacancy shall be defined as the availability of a position due to the resignation, retirement, promotion, death or dismissal of a member of the Bargaining Union or the creation of a new position.
- b) The Employer shall post a position within fourteen (14) calendar days of it becoming vacant or the creation of a new position. Posted vacancies will be filled within sixty (60) days after posting. If the Employer decides not to fill a vacant position, it will notify the Union in writing within the fourteen (14) calendar day time period.
- c) Vacancies shall be posted for at least seven (7) calendar days on all Union bulletin boards. A copy of all Union notices shall be sent to the Association President upon posting.
- (d) Vacancies shall be filled by the transfer of the qualified employee having the greatest seniority in the classification who has bid for the vacancy. In the event that a vacancy is not filled by transfer in accordance with the aforementioned, the Town will consider other members of the Bargaining Unit in different classifications who have bid for the vacancy. If deemed qualified by the Town, the employee with the greatest length of continuous service with the Town who has bid for the position shall be appointed. Said employee shall be given a trial period of thirty (30) calendar days, and if he or she is not deemed qualified for the position by the Employer, he or she shall be restored to his/her former job or position. During said thirty (30) calendar day trial period, the employee shall be restored to his/her former job or position at his/her request.

**Section 2. Transfers.**

Transfers are defined as movement from one location to another in the same classification.

**Section 3. Promotions.**

Promotions shall be defined as movement from one classification to another into a higher paying position. In order to be promoted, an employee must be found qualified by the Town. If two (2) or more employees are found to be qualified for promotion to a position, the employee with the most seniority in the classification shall be promoted. The trial period for promotions shall be the same as for vacancies as provided in Section 1 (d) hereof.

**ARTICLE VIII**  
**HOLIDAYS**

**Section 1. Designation of Holidays.** All employees covered by this Agreement shall be paid their regular rate of pay for each of the following designated holidays:

- |                            |                           |
|----------------------------|---------------------------|
| 1. New Year's Day          | 2. Martin Luther King Day |
| 3. Washington's Birthday   | 4. Memorial Day           |
| 5. 4 <sup>th</sup> of July | 6. Victory Day            |
| 7. Labor Day               | 8. Columbus Day           |
| 9. Veteran's Day           | 10. Thanksgiving Day      |
| 11. Day after Thanksgiving | 12. Christmas Day         |

**Section 2. Holidays on Weekends.** Whenever holidays fall on a Saturday or Sunday, the holiday will be celebrated on the following Monday.

**Section 3. Christmas Eve and New Year's Eve.** All employees shall have a 1/2 day holiday beginning at noon on the last workday before Christmas and New Year's Day.

**Section 4. Holiday Worked.** An hourly rate employee required to work on a holiday recognized by this Agreement shall be paid double time for such day.

**Section 5. Vacation Holidays.** Official holidays occurring during a vacation shall not be charged to vacation time.

**ARTICLE IX**  
**VACATION LEAVE**

**Section 1.** During the first year of employment, an employee shall accrue, but not be entitled to or take any, paid vacation. During said one (1) year period, the employee shall accrue 7.58 working hours per month paid vacation as a 35 hour/week employee and 8.66 working hours per month paid vacation as a 40 hour/week employee, which shall be deemed earned and which shall be taken only after completion of one (1) year of employment, and in accord with the

schedule in Section 2.

**Section 2.** Any employee who has been in the employ of the Employer for more than one (1) year of continuous service shall accrue vacation time on a monthly basis in accordance with the following schedule:

Effective July 1, 2019, Members of the Union shall be entitled to a vacation period as follows:

1. Upon completion of at least twelve (12) months of service, thirteen (13) working days;
2. Upon completion of five (5) years, seventeen (17) working days;
3. Upon completion of ten (10) years, twenty-one (21) days;
4. Upon completion of fifteen of fifteen (15) years, twenty-five (25) working days;
5. Upon completion of twenty (20) years, twenty-nine (29) working days.

**Section 3.** Vacation leave must be taken in increments of at least three and one-half (3 ½) hours. Accrued vacation time shall be credited to each employee and available for use as of January 1 of each year except for employees who have less than one (1) year of service.

On an employee's first year Anniversary date; he/she shall be credited with vacation time actually accrued from the date of hire to the first year Anniversary date (no credit being given on January 1 of the first year of employment). On January 1 of the second year of employment, the employee will be credited with vacation time accrued from the first year anniversary date through the remainder of that year. Each succeeding January 1, the employee will be credited with vacation time accrued during the previous year.

Beginning in the fifth, tenth, and fifteenth years of employment, monthly accrual shall increase in accordance with Section 2 of this Article. On January 1 of the fifth, tenth, and fifteenth years, the employee will be credited with vacation time accrued during the previous year. On the anniversary date of the fifth, tenth, and fifteenth year of employment, the employee will be credited with vacation time accrued since January 1 of that year. On January 1 of the sixth, eleventh, and sixteenth years, the employee will be credited with the balance of vacation time accrued since the prior anniversary date.

**Section 4.** All vacation time except for up to seven (7) days must be taken during the calendar year in which it is credited or be forfeited as of December 31 of that year. Up to seven (7) days may be carried over to the next year and must be used prior to October 1 of said year or be forfeited.

**Section 5.** Any Employee covered by this Agreement taking leave of absence without pay shall cease to accrue vacation leave during the period of such absence.

**Section 6.** Written requests for vacation leave of five (5) consecutive days or more must be made at least thirty (30) days prior to said vacation leave. The Employer will attempt to honor requests for vacation leave which are submitted less than thirty (30) days in advance. Said requests for vacation leave of seven (7) consecutive days or more will be submitted to the Town Manager. All other requests for vacation leave shall be submitted to the Department Head.

**Section 7.** Accrued vacation pay will be paid to any employee upon termination of employment. In case of an employee's death, payment of such accrued vacation time will be made to the employee's estate.

## **ARTICLE X**

### **SICK LEAVE**

**Section 1. Reporting.** Accrued sick leave balances shall be provided to all employees in writing on a quarterly basis.

**Section 2.** Sick leave shall be for the purpose of permitting an employee to be relieved of his or her duties during actual personal illness.

**Section 3.** Sick leave with pay shall accrue on a monthly basis and shall be computed at the rate of 8.750 hours per month.

**Section 4.** New employees shall not be eligible to take sick days until they have been in the employ of the Town for six (6) months.

**Section 5.** Sick leave may accumulate from year to year to a maximum of seventy-five (75) days. When an employee retires on the municipal retirement system or dies while in the employ of the Town, said employee or his/her estate shall be paid for said accumulated sick leave up to a maximum of forty (40) days.

**Section 6.** The Town Manager may require a physician's certificate in support of any request for sick leave for a duration longer than three (3) consecutive days. Should an employee utilize sick leave on three (3) separate occasions within a ninety (90) day period within a contract year, the Town Manager may require a

physician's certificate in support of any request for sick leave by that employee for a duration longer than one (1) day during the remainder of that contract year.

**Section 7.** Sick leave shall be taken in increments of at least one (1) day. If an employee leaves work because of illness before the end of the workday, said sick leave will be pro-rated.

**Section 8.** In the event of an illness of a member of the immediate family living in the household of an employee, such employee shall be granted leave for attendance upon the member of the family whose illness requires the care of the employee, provided that not more than three (3) working days per contract year chargeable to sick leave shall be granted the employee for this purpose.

**Section 9.** In the event of serious illness in the household of an employee, such employee shall be granted leave for attendance upon members of the family whose illness requires the care of the employee, provided that not more than three (3) working days per contract year with pay chargeable to sick leave shall be granted the employee for this purpose. In the event that the employee may be required to attend to a member of the household for longer than three (3) working days, said employee may be granted extended leave or emergency leave of absence on the recommendation of the Department Head and approved by the Town Manager. Department Heads may require satisfactory proof of illness or of the need for attending a member of the immediate family and may disallow family illness leave in the absence of such proof.

**Section 10. Sick Leave Bank.**

Effective July 1, 2016 the Sick Leave Bank will be closed to further donations. The balance of the sick leave bank as of that date will not be forfeited. Instead prior contributing members may continue to request extended sick leave provided there is leave available for distribution in the sick leave bank. Once the sick leave bank is fully depleted and the balance has dropped to zero, the sick leave bank program will be suspended. The maximum allowable days that were allowed in the Sick Leave Bank was one hundred thirty (130) days.

Each employee who depletes their personal sick leave prior to the depletion of the Sick Leave Bank may then request to use the Sick Leave Bank, as long as they were once a contributing member.

The Sick Leave Bank shall be administered by a Committee consisting of two (2) members, the Town Manager and the Association President or their designees. The Committee shall determine individual eligibility for the use of

the Bank, the amount of leave to be granted and its decision to allocate days shall be in writing. Decisions of the Sick Leave Bank Committee shall be final and binding and not subject to the grievance procedure.

**Section 11.** If an employee uses five (5) days of sick days or less per year, he or she will receive one (1) day of compensatory time, as approved by his or her Department Director. The one (1) day of compensatory time referenced above must be taken before the end of the following fiscal year, or it will be forfeited.

## ARTICLE XI

### BEREAVEMENT LEAVE

**Section 1.** In the case of the death of a father, mother, wife, husband, partner as defined by civil union, son, daughter, brother, sister, step-parent, step-child, mother-in-law or father-in-law of an employee, such an employee shall be entitled to a leave of absence with pay from the time of notification of the death up to and including the day following the day of the burial of the deceased, not to exceed five (5) working days, except in cases where unusual travel distances exist, then additional leave time may be granted at the discretion of the Town Manager.

**Section 2.** In the case of the death of a grandmother, grandfather, grandchild, nephew, niece, uncle or aunt of an employee, the employee shall be entitled to a leave of absence with pay for the day of the funeral.

**Section 3.** Bereavement leave on the basis of certain circumstances shall be handled on an individual basis by the Town Manager and such employee requesting leave.

## ARTICLE XII

### JURY/COURT LEAVE

Employees shall be granted leaves of absence for required jury duty or appearances before a court or other public body when required by subpoena. Such employees shall pay to the Town upon receipt all jury service and witness fees and shall receive their regular pay during such period. The time spent in such service shall be reported as jury service or court leave; mileage and meal allowances for such services may be retained by the employee.

**ARTICLE XIII**  
**CIVIC DUTY LEAVE**

All employees entitled to vote at national, municipal or special elections shall, when necessary, be allowed sufficient time off with pay to exercise this right.

**ARTICLE XIV**  
**EMERGENCY LEAVE**

At times when an employee may be called home for a short period during the normal work day for an emergency, emergency leave with pay may be granted at the discretion of the Town Manager.

**ARTICLE XV**  
**ADMINISTRATIVE LEAVE**

During times of severe storms when roads are declared hazardous according to the East Greenwich Police, administrative leave shall be granted to employees by the Town Manager. Leaves of this nature shall be with pay and shall not be chargeable against accrued sick or vacation leave.

**ARTICLE XVI**  
**MILITARY LEAVE**

**Section 1. Regular Duty.** Every employee who is called to regular duty in the Armed Forces of the United States shall be entitled to military leave of absence without pay or benefits. The employee shall be entitled to re-employment to the same or a comparable position as the one he or she left if application therefore is made within thirty (30) days of termination of service with the Armed Forces.

**Section 2. Stand-by-Duty.** Any employee who is a member of the stand-by branch of the Armed Forces and who is required to perform military duties for a period of fifteen (15) days or less in any one contract year while employed by the Town shall continue to receive his or her regular pay during such period of military service and shall pay to the Town upon receipt all compensation (excluding allowances) paid by the federal or state governments for said military service.

**ARTICLE XVII**  
**MATERNITY LEAVE**

**Section 1. Duration.** Maternity leave shall be for the period of time during the employee's pregnancy in which she is physically disabled by reason of the pregnancy from performing her duties as an employee and extending until the employee is physically able to perform her duties as an employee.

Normally maternity leave shall commence on the date of delivery and terminate eight (8) weeks after delivery. If the employee seeks to begin maternity leave prior to delivery or extend it beyond eight (8) weeks from delivery, she must file with the Town Manager, a physician's letter stating that the employee is physically disabled from performing her job duties during such time period. The employee may return less than eight weeks after delivery if she is physically able to perform her job duties.

**Section 2. Notification.** The employee must notify the Town Manager at least thirty (30) days in advance of her intention to take maternity leave. The employee must also notify the Town Manager within thirty (30) days after the termination of the pregnancy of the estimated date when she will be able to return to her duties.

**Section 3. Payment.** While absent on maternity leave, the employee shall be entitled to utilize her accumulated sick leave. When the maternity leave extends beyond the number of days of sick leave accumulated by the employee, then the remainder of the maternity leave shall be without pay. Benefits will be continued if the employee elects parental leave to the extent benefits are provided by Article XVIII, Parental Leave. The employee must return from maternity leave as soon as she is physically able to perform her duties. If the employee seeks to extend maternity leave beyond eight (8) weeks, the Town Manager shall have the right to obtain a second qualified medical opinion as to the employee's inability to perform her job duties. Such opinion shall be at the Town's expense.

**Section 4. Return to Work.** Upon her return, the employee shall be placed in the assignment that she left, if the position is still open, and if the position that she left is not open, the employee shall be placed in as nearly comparable a position as is available.

**ARTICLE XVIII**  
**PARENTAL LEAVE**

**Section 1. Duration.** An employee may elect parental leave for a period of thirteen (13) weeks commencing with the date of birth of a child or adoption of a child under the age of sixteen (16) by the employee or the employee's spouse. Parental leave shall be without pay or credit toward seniority. Parental leave shall be granted in accordance with all applicable federal and state laws.

With the approval of the Town Manager, an employee may extend leave granted for the birth or adoption of a child up to six (6) months from the date of birth or adoption. Said leave shall be without pay, benefits or credit toward seniority.

**Section 2. Return to Work.** Upon his or her return from a thirteen (13) week leave or less, the employee shall be placed in the assignment he or she left. Upon his or her return from a leave longer than thirteen (13) weeks, the employee shall be placed in the assignment that he or she left if the position is still open, and if the position he or she left is not open, the employee shall be placed in as nearly comparable a position as is available. Upon return, all unused benefits accrued prior to said leave shall be credited to the employee.

**ARTICLE XIX**  
**LEAVE WITHOUT PAY**

**Section 1. Leave.** It is agreed that, upon written application, the Town Manager may grant an employee with permanent status, a leave of absence without pay, not to exceed six (6) months, for reasons of the employee's personal illness or disability. The Town Manager may also grant a leave of absence without pay to a permanent employee for a period not to exceed thirty (30) calendar days for any reason deemed by the Town Manager to be meritorious.

If any employee is granted a six-month (6) leave hereunder, the Employer will hire a replacement employee for the duration of the leave within sixty (60) working days of the commencement of the leave, unless the Employer notifies the Union in writing within fourteen (14) calendar days of the leave that it intends to abolish the position.

**Section 2. Return.** When an employee returns from an unpaid leave of absence, he or she shall be reinstated to the position he or she previously held if the

position still exists. When the previously held position no longer exists, the returning employee shall be permitted to exercise his or her job classification seniority, whatever that may be.

**Section 3. Accrual.** An employee taking any form of unpaid leave of absence shall cease to accrue sick leave, vacation leave and seniority during the period of such absence.

## **ARTICLE XX**

### **PERSONAL LEAVE**

Upon seventy-two (72) hours advance notice to the Town Manager, an employee shall be entitled to three (3) days of personal leave with pay each contract year. The advance notice shall be waived in the case of an emergency. Personal leave shall not be granted on the day before or after a holiday, or on a day when two or more other employees in the Department are on leave, except in the case of an emergency. Personal leave shall not accumulate from contract year to contract year.

## **ARTICLE XXI**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

**Section I. Purpose.** The purpose of the grievance procedure shall be to settle employee grievances arising out of the interpretation and application of this Agreement on as low a level as possible and as quickly as possible to ensure efficiency and high employee morale.

**Section 2. Definition.** A grievance is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement, which affects the welfare and/or conditions of employment of an employee or group of employees.

**Section 3. Procedure.** It is mutually understood and agreed that all grievances of employees shall be dealt with in accordance with the following procedure:

**Level I:** The employee(s) involved and the Union Representative shall meet with the Department Head within ten (10) calendar days of the incident occurring to discuss the grievance and to attempt to resolve it.

**Level II:** If no agreement is reached after the meeting with the Department Head, the grievance shall be reduced to writing and submitted to

the Department Head within ten (10) calendar days of the Level I meeting. Within five (5) calendar days of submission, the Department Head shall meet and discuss the grievance with the grievant(s) and Union Representatives. A written decision will be given by the Department Head within (5) calendar days after such meeting. Any grievance which is not reduced to writing and presented to the Department Head within fifteen (15) calendar days of occurrence shall be deemed to have been waived.

**Level III:** If unable to reach a satisfactory adjustment within ten (10) calendar days of submission of the grievance to the Department Head, the grievant shall submit the grievance in writing to the Town Manager within three (3) calendar days thereafter. The Town Manager shall issue a written decision to the Union within fourteen (14) calendar days of the submission, otherwise the grievance shall be deemed to be denied.

**Section 4. Waiver of Grievance Procedure.** Notwithstanding the steps outlined above, said steps may be waived by agreement in writing, signed by authorized representatives of the parties to this Agreement, which waiver will permit prompt submission to arbitration, thus promoting the welfare of both parties to this Agreement.

**Section 5. Arbitration.** If a grievance is not resolved at Level III, such grievance shall, at the request of the Union, be referred to the American Arbitration Association in accordance with its rules then pertaining.

The Arbitrator shall hold a hearing as soon as possible, and his or her decision shall be final and binding upon the parties, except for salaries (Article IV) and longevity (Article XXXVII), subject to any further limitations of law. The expenses of such arbitration shall be borne equally by the parties. The Arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Agreement.

The submission to arbitration must be within twenty (20) calendar days of the date of the Town Manager's Level III decision; otherwise the grievance shall be deemed to be waived.

**ARTICLE XXII**  
**UNION RIGHTS**

**Section 1. Union Business Leave.** The President of the Union or the President's designee shall be granted reasonable time off during working hours, without loss of pay, for negotiations. The President or the President's designee also shall be granted reasonable time off during working hours, without loss of pay, to investigate and settle grievances, attend meetings, including grievance hearings with the Town Manager and/or arbitrator. Leave shall not be granted under this section if it would unreasonably interfere with the employee's normal duties.

**Section 2. Bulletin Boards.** The Town agrees to provide bulletin board space in each building where notice of Union matters may be posted.

**ARTICLE XXIII**  
**PERSONNEL FILES**

**Section 1. Inspections.** The employee shall, upon giving at least five (5) working days advance notice, be permitted to examine the contents of his or her personnel file, except for letters of reference, recommendations and confidential reports from prior employers.

This inspection shall be made in the presence of the Town Manager or his designee.

The employee may not remove the personnel file from the immediate place of inspection on the business premises and the Employer may charge the employee a fee reasonably related to the cost of supplying copies of requested documents.

An employee may inspect his or her personnel file often as needed.

**Section 2. Contents.** No materials derogatory to an employee's conduct, service, character or personality shall be placed in his or her personnel file until he or she has had an opportunity to review and sign the material. The employee's signature shall not necessarily indicate agreement with the contents of the material and the employee may elect to file a response to said material. Materials shown to be false shall be removed from the personnel file.

**ARTICLE XXIV**  
**HEALTH & WELFARE**

**Section 1. Health Insurance.**

The Town of East Greenwich shall provide health insurance, covering each regular member of the NEA and his or her family by providing coverage in an amount no less than that provided by Blue Cross Blue Solutions for HSA \$2000/\$4000 or HRA \$2000/\$4000. A copy of said benefits is attached hereto as Exhibit A.

- a) Family HSA: This HSA Blue Cross BLUE SOLUTIONS Plan shall include a \$4,000 annual deductible, of which the Town contributes 50% of deductible (\$2,000) on behalf of the member to a member's private HSA. The Town further agrees to front load the employee's portion of the deductible (\$2,000) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis up to \$2,000 per year for the family medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the Plan covers 100% of medical expenses as delineated in Attachment A.
- b) Individual HSA: This HSA Blue Cross BLUE SOLUTIONS shall include a \$2,000 annual deductible, of which the Town contributes 50% of deductible (\$1,000) on behalf of the member to a member's private HSA. The Town further agrees to front load the employee's portion of the deductible (\$1,000) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis, up to \$1,000 per year for the individual medical coverage outlined in Exhibit A attached hereto. Once the deductible is met, the Plan covers 100% of medical expenses as delineated in Attachment A.
- c) Any employee leaving within five months of the beginning of the fiscal year (July 1<sup>st</sup>) shall have any remaining co-pay not repaid, deducted from his/her last payroll/vacation/sick check.

For those employees not selecting the HSA Plan and subscribing to the HDHP for the HRA \$2000/\$4000 plan, the Town will self-insure the first 50% of the deductible with the balance being the responsibility of the member.

Effective July 1, 2013, employees who currently have no co-pay shall start paying a co-pay based upon the following schedule:

2013-2014 HSA/HRA Family Plan Co-pay	2013-2014 HSA/HRA Individual Plan Co-pay
\$1,040.00 per year toward deductible	\$520.00 per year toward deductible
2014-2015 HSA/HRA Family Plan Co-pay	2014-2015 HSA/HRA Individual Plan Co-pay
\$1,500.00 per year toward deductible	\$750.00 per year toward deductible

### **Section 2 - Dental Insurance**

The Employer agrees to provide 100% of the cost of dental insurance coverage in an amount not less than that provided by Delta Dental Level I, Level II, Level III and Level IV, "family" or "individual" coverage, as appropriate, for all employees hired before 7/1/96. For all employees hired between 7/1/96 and 6/30/98, the Employer shall pay 85% of the cost of said dental insurance plan. For employees hired on or after 7/1/97, said coverage shall include a \$50/\$150 calendar year deductible. For employees hired after 7/1/98, the Employer shall pay 80% of the cost of said dental insurance plan. A copy of said benefits is attached hereto as Exhibit B.

### **Section 3. Family Coverage/Insurance "Buy Back"**

With respect to the coverages referred in Sections 1 and 2 above, if a husband and wife are both Employees of the Town (including the School Department), the Town will pay for "family" coverage for one Employee and "individual" coverage for the other. In lieu of providing said "individual" coverage, the Town, upon written election of an eligible Employee, submitted prior to June 1, shall pay a lump sum of \$1,000.00 annually. Employees who are eligible and elect this lump sum after July 1, shall be paid a pro rata portion of the lump sum for the balance of the fiscal year.

Until 6/30/96, any Employee who is covered by outside (i.e. non-Town and non-School) medical/dental plans comparable to the coverages set forth in Sections 1 and 2 above, may elect to receive an annual lump sum equal 50% of the Town's cost for the standard plan for which the Employee would be eligible (the "50% buy back") in lieu of said coverage. Employees who have elected this 50 percent buy back, and do not reenter one of the Town's medical/dental

plans, will receive the 50% buy back annual lump sum payment. Beginning 7/1/96, employees who are eligible and who elect a buy back will receive an annual lump sum payment of \$1,000.00

In the event an electing Employee's outside medical/dental coverage should cease for any reason, said Employee shall be allowed to reenter the plan said Employee would have been entitled to under Sections 1 and 2 above within 30 days of the Town's receipt of written notice from the Employee. As a condition of reentry, the Employee shall pay in one payment in advance of the Town a sum equivalent to the pro rate balance of the above lump sum payment.

**Section 4. Term Life Insurance.** The Employer will pay the full premium for \$80,000 (effective July 1, 2019) Group Term Life Insurance coverage on the life of each employee covered by this Agreement. Said life insurance shall be administered in accordance with the terms and conditions of the carrier.

**Section 5. Workers' Compensation.** All members of the Bargaining Unit shall be subject to the provisions of the Rhode Island Workers' Compensation Act.

**Section 6. Temporary Disability Insurance.** All employees covered by this Agreement shall be eligible to receive temporary disability insurance.

**Section 7. Pension.** All employees covered by this Agreement shall participate in the Rhode Island Municipal Employees Retirement System. The Town will provide the Cost of Living Adjustment, Plan C, in accordance with Rhode Island General Laws 45-21-52 for eligible employees who retire on or after January 1, 2003.

## **ARTICLE XXV**

### **UNIFORMS**

**Section 1. Uniforms.** Any uniforms which are required by the Town shall be paid for by the Town.

**Section 2. Clothing allowance.** Due to working conditions, those employees filling the following eleven (11) positions will be provided an annual clothing allowance of \$350.00 to be paid on the second pay date in December:

- Highway Superintendent
- Parks & Grounds Superintendent
- Wastewater Treatment Plant Superintendent
- Wastewater Treatment Plant Assistant Superintendent

- Special Project Manager (2 positions)
- Assistant Town Engineer
- Building Official
- Assistant Town Planner
- Planning Technician
- Transportation Coordinator

All other employees not listed above shall receive two (2) shirts and one (1) jacket per calendar year not to exceed \$150.00 with the embroidered Town logo. The purchase of subject clothing shall be procured by a designated Union member.

**Section 3. Inoculations.** The Town agrees to provide, at no cost to the employees of the Sewer Treatment Division and the Sewer Maintenance, such inoculations as are reasonably necessary to protect said employees from illness which might arise as a result of their normal Town employment.

## **ARTICLE XXVI**

### **EDUCATIONAL REIMBURSEMENT**

**Section 1. Employee Reimbursement** Upon successful completion of any course approved by the Town Manager and for which a grade of B or better is received, the Employer will reimburse the employee for 90% of tuition, lab, registration fees and books of any course related to the duties of the employee's position. The maximum amount of payment shall be up to \$1,500 per person in a single fiscal year, less any aid or financial assistance from any source received by the employee. The decision by the Town Manager of whether or not to reimburse is not a grievable event.

**Section 2.** The Town will reimburse any Union employee who requires a certification or specific license in order to perform said job.

## **ARTICLE XXVII**

### **USE OF TOWN VEHICLES OR PROPERTY**

**Section 1. Use of Property.** Town vehicles and/or property shall only be used by employees in the performance of their duties as authorized by the Town Manager. The cost of repair for damages to Town vehicles or property as a result of an Employee's gross negligence shall be reimbursed to the Town by the employee.

**ARTICLE XXVIII**  
**CAR ALLOWANCE**

**Section 1. Personal Automobiles.** Employees who are required to use a personal automobile for Town business due to the unavailability of a Town vehicle shall be compensated for the miles driven on Town business at the then current IRS rate.

**ARTICLE XXIX**  
**PAY CHECKS**

**Section 1. Checks.** Payroll checks shall be enclosed in sealed envelopes before being disbursed.

**ARTICLE XXX**  
**HEALTH AND SAFETY**

**Section 1. Safe Workplace.** No employee shall be required to work in an unsafe area nor required to participate in hazardous activities for which he or she has not been properly trained.

**ARTICLE XXXI**  
**PART-TIME EMPLOYEES**

All permanent, continuous, part-time employees who are members of the Bargaining Unit shall receive the benefits, leaves and holidays provided for by this Agreement on a pro-rated basis. The pro-ration shall be based on their regular scheduled hours for a given fiscal year.

**ARTICLE XXXII**  
**ORDINANCE AMENDMENTS**

**Section 1. Ordinances.** The Town shall provide the Union with a copy of Town Ordinances each time said ordinances are amended or new ordinances are enacted.

**ARTICLE XXXIII**  
**NEGOTIATION PROCEDURE**

**Section 1. Negotiations.** Negotiations for a successor contract shall convene in accordance with the General Laws of Rhode Island.

**ARTICLE XXXIV**  
**SAVINGS CLAUSE**

**Section 1. Severability.** Should any provision of this Agreement be found to be in violation of any Federal or State law by a Court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XXXV**  
**CHANGES OR AMENDMENTS**

**Section 1. Agreement.** It is hereby agreed that this Agreement contains the complete and entire Agreement between the parties, and that no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement, except by mutual consent, in writing, of the parties hereto. It is the intent of the parties that this Agreement shall govern the relations between them and not the Town Personnel Regulations.

**ARTICLE XXXVI**  
**DURATION OF AGREEMENT**

**Section 1.** This Agreement shall be effective and retroactive for the period July 1, 2016 through June 30, 2019 except as provided hereafter. Negotiations for a subsequent Agreement shall be in accordance with the General Laws of Rhode Island.

**ARTICLE XXXVII**  
**LONGEVITY PAY**

**Section 1.** In addition to an employee's base salary, as provided for in Article V, Hourly Rates and Salary, each full time employee hired before July 1, 2012 shall

receive longevity pay based upon their years of service with the Town of East Greenwich. For the purpose of this Article, years of service shall be determined in accordance with Article VI, Seniority, Section 1, Definition. This longevity pay shall be based upon the employee's base salary in accordance with the following schedule:

<u>Years of Service</u>	<u>Longevity Pay</u>
3 - 5 years	2%
6 - 10 years	3%
11 - 15 years	3.5%
16- 20 years	4%
21- 25 years	4.5%
26 and above	5%

Employees hired after June 30, 2012 should be paid longevity in accord with the following schedule:

<u>Years of service</u>	<u>Longevity Pay</u>
Upon completion of 5 years	\$800
Upon completion of 9 years	\$1000
Upon completion of 12 years	\$1200
13-20 years	\$1600
21 years	\$2000

Longevity checks will be distributed on the second pay date in December, based upon longevity as of December 1.

### ARTICLE XXXVIII

#### RETIREE HEALTH INSURANCE

At the age of 65, each employee/retiree, at Town expense, will receive Blue Cross/Blue Shield Plan 65 single plan, provided such employee has a minimum of ten (10) years of service with the Town. The employee may purchase a Blue Cross/Blue Shield Plan 65 for their spouse at the employee's expense. The employee may choose to enroll in Blue Chip; however, they will be required to pay the monthly premium difference between the Plan 65 and the Blue Chip monthly premium. The Town will only provide gap coverage, with the Town's payment toward the premium capped at \$250.00 per month, with the retiree responsible for anything over \$250.00.

Regarding employees who retire before age 65 with a minimum of ten (10) years of service with the Town; the Town will pay 3.3% for each year of Town service

toward the cost of the standard plan's premium and 50% of the deductible under a Health Reimbursement plan. The retired employee shall be responsible for the other 50% of the deductible of the Health Reimbursement Account and any of the remaining premium balance. Medical coverage for current members of the NEA who may retire in accordance with the Retirement Act prior to age 65 will be provided a Blue Solutions HRA plan.

Any employee leaving within five months of the beginning of the fiscal year (July 1<sup>st</sup>) shall have any remaining co-pay not repaid, deducted from his/her last payroll/vacation/sick check.

No employee will receive such benefits until he or she has reached the minimum retirement age in accordance with the State Pension System (MERS) or any age after thirty (30) years of Town service.

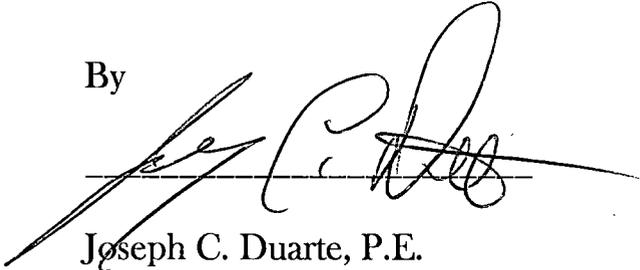
Effective for individuals retiring after 7-1-93 with their existing plan, the Town's obligation to provide health care coverage for a retiree shall continue until the retiree or his/her spouse is enjoying health care coverage from another employer. If the health care coverage enjoyed from the new employer provides coverage in an amount less than that provided by the Town plan, the Town shall pay to the health care provider the additional premium required to provide medical benefits not less than that provided by the Town plan. If the health care program enjoyed from the new employer of the retiree or his/her spouse ceases to be provided at any time before the retiree becomes eligible for Medicare, then the Town's obligation to pay for health care coverage as aforesaid shall resume.

Effective for individuals retiring after 7-1-93, each year, employees who are on pension shall be required to sign an affidavit as to any medical coverage they or their spouse may have. Such affidavit shall be in a form approved by the Town and shall be submitted to the Human Resources Director no later than June 1 of each contract year. Should the retiree fail to file the affidavit with the Human Resources Director in a timely fashion after receiving 30 days written notice from the Town by certified mail, return receipt requested, the Town shall be relieved of its obligation to provide continued health care coverage hereunder for the contract year.

IN WITNESS WHEREOF the parties have hereunto set their hand and seals  
this 26 day of June 2019.

FOR THE TOWN OF  
EAST GREENWICH

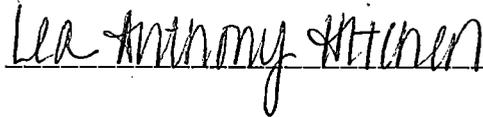
By



Joseph C. Duarte, P.E.  
Acting Town Manager

FOR THE EAST GREENWICH  
MUNICIPAL EMPLOYEES  
ASSOCIATION (NEARI)

By



Lea Anthony Hitchen  
President  
East Greenwich Municipal Employees

Witnessed By:



Witnessed By:





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](http://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:
<b>What is the overall deductible?</b>	For In Network providers <b>\$2000</b> for an individual plan / <b>\$4000</b> for a family plan. For Out-of-Network providers <b>\$4000</b> for an individual plan / <b>\$8000</b> for a family plan.	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
<b>Are there services covered before you meet your deductible?</b>	Yes. Doesn't apply to preventive services.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain preventive services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
<b>Are there other deductibles for specific services?</b>	No	You don't have to meet deductible for specific services.
<b>What is the out-of-pocket limit for this plan?</b>	For In Network providers <b>\$2000</b> for an individual plan / <b>\$4000</b> for a family plan. For Out-of-Network providers <b>\$12000</b> for an individual plan / <b>\$24000</b> for a family plan.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family <u>out-of-pocket limit</u> must be met.
<b>What is not included in the out-of-pocket limit?</b>	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
<b>Will you pay less if you use a network provider?</b>	Yes. See <a href="http://www.BCBSRI.com">www.BCBSRI.com</a> or call 1-800-639-2227 or (401) 459-5000 for a list of <u>network providers</u> .	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
<b>Do you need a referral to see a specialist?</b>	No	You can see the <u>specialist</u> you choose without a referral.



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you visit a health care provider's office or clinic</b>	Primary care visit to treat an injury or illness	No Charge	40% coinsurance	None
	Specialist visit	No Charge	40% coinsurance	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/ screening/immunization	No Charge; deductible does not apply	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit <a href="http://www.BCBSRI.com/providers/policies">www.BCBSRI.com/providers/policies</a>
<b>If you have a test</b>	Diagnostic test (x-ray, blood work)	No Charge	40% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	40% coinsurance	
<b>If you need drugs to treat your illness or condition</b>  More information about <b>prescription drug coverage</b> is available at <a href="http://www.BCBSRI.com">www.BCBSRI.com</a> .	Tier 1 generally low cost generic drugs	No Charge (retail & mail order)	Not Covered	No charge for certain preventive drugs; Preauthorization is required for certain drugs; Infertility drugs: out of network; 40% coinsurance
	Tier 2 generally high cost generic and preferred brand name drugs	No Charge (retail & mail order)	Not Covered	
	Tier 3 non-preferred brand name drugs	No Charge (retail & mail order)	Not Covered	
	Tier 4 specialty prescription drugs	No Charge (Specialty pharmacy)	50% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	No Charge	40% coinsurance	Preauthorization is recommended. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge
	Physician/surgeon fees	No Charge	40% coinsurance	
<b>If you need immediate medical attention</b>	Emergency room care	No Charge	No Charge	None
	Emergency medical transportation	No Charge	No Charge	
	Urgent care	No Charge	No Charge	
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	No Charge	40% coinsurance	45 day limit at an inpatient rehabilitation facility; Preauthorization is recommended. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge
	Physician/surgeon fee	No Charge	40% coinsurance	
<b>If you need mental health, behavioral health, or substance abuse services</b>	Outpatient services	No Charge/office visit No Charge for outpatient services	40% coinsurance/office visit 40% coinsurance for outpatient services	Preauthorization is recommended for certain services
	Inpatient services	No Charge	40% coinsurance	
<b>If you are pregnant</b>	Office visits	No Charge	40% coinsurance	Depending on the type of services, coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	40% coinsurance	
	Childbirth/delivery facility services	No Charge	40% coinsurance	

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

**Excluded Services & Other Covered Services:**

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

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

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

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

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: contact the plan at 1-800-639-2227 or (401) 459-5000 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](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your appeal. Contact your state insurance department at (401) 462-9520 or by email at [HealthInquiry@ohic.ri.gov](mailto:HealthInquiry@ohic.ri.gov).

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

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

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

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

**Language Access Services:**

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

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

如果需要中文的帮助, 请拨打这个号码 1-800-639-2227.

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

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

**About these Coverage Examples:**



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

**Peg is Having a Baby**

(9 months of in-network pre-natal care and a hospital delivery)

- **The plan's overall deductible** \$2000
- **Specialist copayment** \$0
- **Hospital (facility) coinsurance** No Charge
- **Other coinsurance** No Charge

**This EXAMPLE event includes services like:**

Specialist office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
 Diagnostic tests (*ultrasounds and blood work*)  
 Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,800</b>
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**In this example, Peg would pay:**

<i>Cost Sharing</i>	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$2,060</b>

**Managing Joe's type 2 Diabetes**

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

- **The plan's overall deductible** \$2000
- **Specialist copayment** \$0
- **Hospital (facility) coinsurance** No Charge
- **Other coinsurance** No Charge

**This EXAMPLE event includes services like:**

Primary care physician office visits (*including disease education*)  
 Diagnostic tests (*blood work*)  
 Prescription drugs  
 Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$7,400</b>
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**In this example, Joe would pay:**

<i>Cost Sharing</i>	
Deductibles	\$2,000
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$30
<b>The total Joe would pay is</b>	<b>\$2,030</b>

**Mia's Simple Fracture**

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

- **The plan's overall deductible** \$2000
- **Specialist copayment** \$0
- **Hospital (facility) coinsurance** No Charge
- **Other coinsurance** No Charge

**This EXAMPLE event includes services like:**

Emergency room care (*including medical supplies*)  
 Diagnostic test (*x-ray*)  
 Durable medical equipment (*crutches*)  
 Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$1,900</b>
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**In this example, Mia would pay:**

<i>Cost Sharing</i>	
Deductibles	\$1,900
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$1,900</b>

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

## APPENDIX B

### DENTAL INSURANCE BENEFITS



#### TOWN OF EAST GREENWICH -B

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

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%, 80%). Your group number is 1543-0051. 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: \$1,500.00 per member per calendar year  
The annual deductible is: \$50 individual/\$150 family  
The maximum lifetime cap: Unlimited

#### Pretreatment estimates are recommended for underlined procedures.

##### Plan pays 100%; Member Coinsurance 0%

- Oral exam - once per calendar year performed by a general dentist
- Cleaning - twice per calendar year
- Fluoride treatment - for children under age 19 once per calendar year
- Bitewing x-rays - one set per calendar year
- Complete x-ray series or panoramic film once every 36 months
- Single x-rays as required
- Sealants for children under age 14, once every 24 months on unrestored permanent molars
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings and composite (white) fillings
- Space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth - one procedure per tooth per lifetime. Vital pulpotomy, apicoectomies and retreatments also covered once per tooth per lifetime.
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasing or relining of partial or complete dentures once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months

##### Plan pays 50%; Member Coinsurance 50%

- Periodontal maintenance following active therapy - two per year
- 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

##### Orthodontics:

##### Plan pays 50%; Member Coinsurance 50%

- Elective braces and related services for dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.

Lifetime maximum (orthodontics only) is \$1,200.00

Dependent coverage - Dependent children are covered up until the end of the year that they turn age 19.  
Dependent children who are students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 23.

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

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

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

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