COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE

TOWN OF SOUTH KINGSTOWN

AND

THE

SOUTH KINGSTOWN

MUNICIPAL EMPLOYEES'

ASSOCIATION/NEARI

July 1, 2015 - June 30, 2018

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ARTICLE 1: AGREEMENT

1.1 This Agreement is made and entered into this 24th day of July, 2015, by and between the Town of South Kingstown, Rhode Island, hereinafter referred to as the Town, and the South Kingstown Municipal Employees Association, National Education Association of Rhode Island hereinafter referred to as the Union.

ARTICLE 2: RECOGNITION AND UNION SECURITY

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

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

2.3 Union Security and Dues Deduction

a. All employees covered by this Agreement and who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing for the life of this Agreement.

b. All employees covered by this Agreement and who have not or do not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge as contribution toward the administration of this Agreement in an amount equal to or less than the regular monthly dues. Employees who fail to comply with this Agreement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

c. The Union agrees to indemnify and hold the Town harmless against any and all claims, suits, orders and judgments brought or issued against the Town as a result of any action taken by the Town under the provisions of this Article.

d. The Town agrees to the adoption of a Union check-off system whereby Union dues will be withheld from the Union members' pay upon written authorization of the individual employee, until such time as such authorization is revoked at source, in equal amounts from each pay, either biweekly, or otherwise, as the frequency of the pay period may require. Such withholdings are to be transmitted to the duly elected Treasurer of the Union for the previous month's earnings, not later than the 29th day of each successive month.

e. The Union will notify the Town within thirty (30) days prior to any change in the amount of Union dues.

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

ARTICLE 3: SAVINGS CLAUSE

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

ARTICLE 4: SENIORITY

4.1 Definition and Term

a. Seniority shall be defined as the total length of continuous service with the Employer in a bargaining unit position and shall begin to accrue following completion of the probationary period. Seniority shall be prorated for part-time service. Upon completion of the probationary period, seniority shall be based upon the employee's first day of work in the bargaining unit. If an employee held a temporary appointment prior to commencing the probationary period and there was no break in service between the temporary appointment and the commencement of the probationary period, seniority shall be based on the first day of work in the temporary appointment.

b. An employee who leaves the bargaining unit for a non-bargaining unit position with the Town, and then subsequently returns to a bargaining unit position, shall retain the seniority previously accrued in the bargaining unit. No seniority shall accrue while in a non-bargaining unit position.

c. Probationary period. Individuals shall be considered on probation for six months after the first day of employment in their position (classification) and the Town shall have complete discretion during the probationary period to determine whether or not to retain any individual for any reason.

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

4.2 Layoffs and Recall

a. In the event that a layoff is necessary, employees shall be laid off in the affected classification(s) in reverse order of seniority. Within a classification, an employee identified for layoff shall bump the least senior employee in said classification if senior to that employee. An employee notified of layoff may elect to bump into a classification which he/she previously held, and shall bump the least senior employee in that classification so long as senior to that employee. An employee notified of layoff shall have five (5) days to decide

if he/she wishes to bump or take layoff.

b. Employees on layoff shall be entitled to recall as follows:

1. completion of 6 months - completion of 2 years of employment: 1 year
2. beginning 3rd year - completion of 6 years of employment: 2 years
3. beginning of 6th year or more: 3 years

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

c. When a position becomes available which was previously held by an employee on the recall list, that employee shall be recalled. If more than one employee on the recall list held the position, recall shall be by seniority.

d. Notice of recall shall be sent to the employee by certified mail. Within 5 calendar days of receipt of the notice of recall, the employee must notify the Town of intention to accept the recall. Within 14 calendar days of notifying the Town of intention to accept the recall, the employee must return to Town employ. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail to the mailing address provided by the employee, who shall have the obligation to inform the Town of latest mailing address.

e. If a position becomes available which was not previously held by any employee on the recall list, all employees on the recall list will be notified of the vacancy, and may submit a letter of interest within the stated time period. The most senior employee on the recall list who is qualified for the position shall be appointed.

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

4.3 Termination of Seniority

a. Seniority will be terminated in the event of:

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

4.4 Seniority List

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

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

ARTICLE 5: HOURS OF WORK

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

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

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

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

a. Assistant Communication Superintendent: 40 hours; 8 hours per day exclusive of half hour lunch.

b. Facilities Manager (library/parks & rec./town hall/senior center/public safety): 40 hours; 8 hours per day exclusive of half hour lunch.

c. Building Maintenance Tech (public safety): 37.5 hours; 7.5 hours per day, exclusive of half hour lunch.

d. Assistant Wastewater Superintendent: 40 hours; 8 hours per day (exclusive of half hour lunch).

e. Water Operator: 40 hours; 8 hours per day, exclusive of half hour lunch.

f. Building Maintenance Technician (parks & recreation): 40 hours

g. Fire Inspector: 40 hours; 8 hours per day exclusive of half hour lunch.

5.4 The following positions work a flexible work week, which incorporates existing weekend and/or evening work, and averages forty hours per week:

a. Recreation supervisor

5.5 Overtime/Compensatory Time

a. Non-exempt employees, regardless of the assigned workday/work week, shall be paid time-and one-half for all work performed in excess of eight (8) hours in any workday or forty (40) hours in any work week. Hours worked in excess of seven (7) but less than eight (8) in any workday shall be compensated at the straight time rate. Vacation, sick, compensatory or

holiday leave shall be credited as hours worked for purposes of determining overtime pay. All overtime must be approved in advance by the department manager. Overtime pay shall be based on base pay plus longevity, if longevity is paid biweekly. Work which is scheduled to occur immediately prior to the start of an employee's workday, and which was scheduled before the end of the employee's previous workday, is overtime and not callback.

b. Non-exempt employees may elect to accrue compensatory time in lieu of overtime pay. Comp time will be credited in the same manner as overtime pay. When used, comp time may be discharged in one-hour increments at the discretion of the Department Head provided that such incremental time be used at the beginning or the end of the scheduled work day, or immediately before or after the scheduled lunch break. Such approval shall not be unreasonably withheld. Employees may accumulate a maximum of 90 hours of comp time. Accrued comp time balances as of June 30 of each year shall be paid with the first full payroll in July. Payment will be made at the employee's hourly rate of pay in effect as of the immediately preceding June 30th. Employees with accrued compensatory time who resign or retire prior to June 30, shall receive payment for the compensatory time, which shall be treated the same as vacation leave.

c. The following positions shall be considered exempt employees for purposes of overtime:

    1. GIS Administrator

    2. Principal Planner

    3. Senior Planner

d. Exempt employees shall not receive overtime pay. However, exempt employees shall receive compensatory time as follows:

    1. For scheduled evening or weekend meetings, the employee shall receive compensatory time, on an hour for hour basis, for all such meeting time in excess of four and one-half (4.5) hours per calendar month.

    2. To be eligible for compensatory time accrual for overtime hours worked which is not related to section 1 above, employees must receive prior approval from his/her department head, or designee, except in emergency situations.

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

a. Callbacks Grade 11 or lower. When a non-exempt employee grade 11 or lower is called back to perform work, he/she shall receive a minimum of three (3) hours pay at the overtime rate.

b. Callbacks Grade 12 or higher. When a non-exempt employee Grade 12 or higher is called back to perform work, he/she shall receive a minimum of two (2) hours pay at the overtime rate. Overtime shall be paid in 15 minute increments after the second hour.

c. Holiday callbacks. All callback work defined above that is performed on a holiday shall be

paid at double the regular hourly rate of pay.

5.7 Pagers and Cellphones.

a. Any employee Grade 11 or below required to carry a pager or a cell phone when off duty, shall receive a $20.00 stipend as standby pay for each day the employee is "On Call," provided no actual "Call-Out" occurs during the "On Call" period.

b. Any employee Grade 12 or higher required to carry a pager or a cell phone when off duty, shall receive one (1) hour's pay for each page received and telephonically responded to, or call received. Neither event shall be a callback.

c. Employees Grade 11 or below required to carry a pager or cell phone when off duty on holidays shall receive a $30 stipend as standby pay.

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

ARTICLE 6: HOLIDAYS AND LEAVE

6.1 Holidays

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

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Afternoon of Good Friday
5. Memorial Day
6. Independence Day
7. Second Monday in August
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

b. Whenever a holiday falls during an employee's scheduled vacation, the employee will not be charged vacation leave for that day.

c. Whenever a holiday falls during a period of sick leave, the employee will not be charged sick leave for that day.

d. In addition to the above listed holidays, employees shall receive a half-day floating holiday which cannot be carried over to the next fiscal year. An employee may utilize the one-half day floating holiday in the same manner as vacation.

e. Employees shall be released 1.5 hours in advance of the end of their normal work schedule when Christmas Eve falls on a regular workday.

6.2 Annual Leave

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

Years of Service (Beginning-completion)	Year's Accumulation	Accrual per pay period
0 through 4 years	10 days	.3846 days
5 through 9 years	15 days	.5769 days
10 through 14 years	20 days	.7692 days
15 years	21 days	.8076 days
16 through 19 years	22 days	.8461 days
20 or more years	23 days	.8846 days

b. Years of service are determined as being a full year at the time of an employee's anniversary date of hire as an employee. Accumulated vacation leave can be carried forward up to a maximum of thirty (30) days. Accrued days in excess of thirty (30) days will be credited to sick leave provided the employee has not accumulated sick leave in excess of one hundred-ninety (190) days.

c. 1. Employees must file a statement of intent each year by 4 p.m. on the first worked day following March 1st to Department and Division Heads for scheduling purposes. The statement of intent shall indicate those dates on which the employee desires to discharge vacation time. Within ten (10) working days the vacation schedule shall be posted indicating both the "taken" periods and the remaining "open" periods.

2. Vacation requests will be approved at the discretion of the Department or Division Head. Where more than one employee has requested the same day(s) vacation, the senior employee's request shall be honored first. Following the posting of the annual schedule, requests for vacation on days remaining "open" shall be considered on a first come, first serve basis.

3. Employees may use vacation time in one hour increments provided that such incremental time be used at the beginning or the end of the scheduled work day, or immediately before or after the scheduled lunch break.

d. At the start of the employee's fifth, tenth, fifteenth, sixteenth, and twentieth year of employment the vacation leave accrual will be changed during the pay period in which the anniversary date of hire occurs.

e. Employees who retire or resign from Town service will receive payment for accrued vacation leave. Upon the death of an employee, accrued vacation leave will be paid to his/her estate.

ARTICLE 7: ILLNESS AND INJURY

7.1 Sick Leave can be accrued in one of two ways. At the beginning of their employment, or thereafter, on their employment anniversary date, employees elect one of the two accrual methods.

a. Option 1. Employees shall accrue 1.25 days of sick leave per month throughout the year to equal fifteen (15) days per year. Employees shall be allowed to accumulate sick leave to a

maximum of 190 days.

b. Option 2. Employees shall accrue 1.0 day of sick leave per month throughout the year to equal twelve (12) days per year. Employees shall be allowed to accumulate sick leave to a maximum of 190 days. Personal leave shall be earned at a rate of .25 days per month in which sick leave was not used.

7.2 The following rules govern sick leave:

a. Sick leave is to be used when the employee is ill or incapacitated. In addition, up to seven days of sick leave per fiscal year may be used to attend to the illness of a family member.

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

b. Sick leave may be used for physician visits and testing for the treatment of chronic or acute illness, but not for routine examinations.

c. Except as follows sick leave cannot be taken in less than one-half day increments. However, annually employees may utilize two days of accrued sick leave on an hour-for-hour basis.

d. Sick leave can be accumulated to a maximum of 190 days.

e. Employees shall be eligible to apply for the conversion of up to fifteen (15) days of accumulated sick leave to family sick leave over a rolling twelve (12) month term with the following restrictions:

   1. Employees are eligible to apply for leave if they are full time employees who work an average of thirty (30) hours a week or more and have been employed continuously for at least twelve (12) months.

   2. Employees must first exhaust the seven (7) days allowed in Article 7 Section 2a.

   3. With the exception of seven and one half (7.5) days of accrued vacation leave, employees must exhaust all other accrued personal leave, vacation leave, and compensatory time prior to using approved accumulated sick time for Family Sick Leave.

   4. Family Sick Leave is limited to eligible family members including a parent, spouse, child, mother-in-law, or father-in-law.

   5. Use of Family Sick Leave is limited to a serious illness that involves an eligible family member. Serious illness is defined to mean a disabling physical or mental illness, injury, impairment or condition that involves in-patient care in a hospital, nursing home, or hospice, or out-patient care requiring continuous treatment or supervision by a health care provider.

   6. Parental Leave, under Family Medical Leave, means leave by reason of (1) the birth of a child of an employee, or (2) the placement of a child sixteen (16) years of age or less with an employee in connection with the adoption of such child by the employee.

7. The parties recognize that employees and the Town have rights as provided by federal and state FMLA laws, as they may be amended from time to time. If an employee is granted a conversion from sick to family sick leave as set forth in section 7.2(e), above, FMLA leave shall run concurrently with said leave.

f. In the event of an unexpected personal illness, the employee is required to notify his/her immediate supervisor one-half hour before the start of the employee's shift.

7.3 Physician's certificate

a. The department head may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided the employee involved has been told on the occasion of his/her last prior absence for sickness that such evidence might be required for any future sick leave request. Any employee may be required to furnish a said certificate for an absence of three (3) or more consecutive days.

b. In all cases involving sick leave on a day immediately before or after a paid holiday or vacation day, a certified physician's certificate may be required.

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

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

7.5 Payment for Accumulated Sick Leave

a. An employee who retires from Town service shall receive payment for 75 percent of his/her accumulated sick leave. However, employees who retire due to a disability certified by the State Retirement System will receive payment for 100 percent of accumulated sick leave. Retire shall mean eligible to retire in accordance with the terms of the Rhode Island Municipal Employees Retirement System.

b. An employee with five or more years of service, who resigns and leaves Town service in good standing shall receive payment of 25 percent of all accumulated sick leave at the time of separation, up to a maximum of one-hundred ninety (190) days. In the event of an employee's death, payment for 75 percent of accumulated sick leave will be paid to his/her estate.

7.6 Advance Sick Leave

a. Advance sick leave, not to exceed four work-weeks, may be granted by the Town Manager to regular employees after the first six months of employment in cases of serious disability or illness when it is to the advantage of the Town to do so.

b. Requests for advance sick leave shall be submitted in writing stating the circumstances and the need for such leave, the time and date when the accrued sick leave will be exhausted, the amount of advance sick leave requested, and the date to which such leave will extend.

c. Employees who receive advance sick leave shall pay back all days received at one-half of the rate of monthly accrual.

d. To be eligible for advance sick leave, employees must exhaust all available sick, personal and vacation leave.

ARTICLE 8: PAID LEAVES

8.1 Bereavement Leave

a. When a death occurs in an employee's immediate family, paid leave from time of notification through one (1) day following the date of burial if required will be granted by the Town. If the day following the date of burial is not a scheduled work day, the employee is expected to return to work on their next scheduled work day. For purposes of this provision, immediate family shall be construed to mean any of the following:

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

b. In no event shall paid bereavement leave exceed five (5) consecutive work days.

c. In the event of the death of an employee's aunt or uncle, the employee shall be granted one (1) day of paid leave. Said leave may be taken up to forty-eight (48) hours prior to or following internment services.

8.2 Maternity and Parental Leave

a. Employees may be granted a leave of absence, without pay or benefits, for maternity or parental leave at the discretion of the Town Manager. Such request must include the approximate date of return. Written application of intent to take leave and notice of intent to return must be filed with the Personnel Administrator at least sixty (60) days prior to the start of said leave and thirty (30) days prior to the end of said leave. Such leave will not be unreasonably denied.

b. Leave shall not exceed six (6) months.

c. Upon return from leave of absence, the employee shall be placed in the assignment that he/she left excepting cases in which the assignment no longer exists whereupon the employee will be placed in a comparable position.

d. The parties recognize that employees and the Town have rights as provided by federal and state FMLA laws, as they may be amended from time to time. If an employee receives a leave of absence as set forth in section 8.2.a, above, FMLA leave shall run concurrently with said leave.

e. An employee on an unpaid leave of absence shall have the right to continue his/her medical coverage furnished by the Town upon the payment to the Town of at least one month group premium payment in advance and upon monthly payments thereafter. The failure of an employee to make said periodic payments shall cause the medical insurance to be cancelled.

8.3 Union Business Leave

a. The Union president or his/her designee shall be granted reasonable time off during working hours without loss of pay to attend grievance arbitration hearings, State Labor Relations Board hearings, or other administrative meetings scheduled by the Town Manager.

b. A union member who is a grievant or a necessary witness to provide testimony shall be granted reasonable time off during working hours without loss of pay to attend grievance or arbitration hearings or State Labor Relations Board hearing in which he/she is a direct participant.

c. The President and any necessary union members who attend grievance or arbitration hearings or administrative meetings under this Article shall obtain approval from his/her department head or immediate supervisor prior to leaving the workplace.

8.4 Personal Leave

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

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

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

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

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

ARTICLE 9: GRIEVANCE PROCEDURE

9.1 The purpose of the grievance procedure shall be to establish an amicable avenue for the resolution of disputes as quickly as possible.

9.2 A grievance shall be defined as any difference or dispute between the Town and the Union with respect to the interpretation, application or violation of any provision of this Agreement.

9.3 Procedure

a. A grievance shall be presented by the aggrieved employee and/or the Union to the employees

immediate supervisor within ten (10) working days of the employee's or the Union's knowledge of the occurrence of the grievance. The immediate supervisor shall meet and discuss the grievance within three (3) working days of the receipt of the grievance. The supervisor shall answer the grievance in writing within three (3) working days of the hearing. Within three (3) working days of receipt of the supervisor's response, the employee and the union may refile the grievance in writing to the employee's department head.

b. The department head shall meet and discuss the grievance within three (3) working days of receipt of the grievance. The department head shall answer the grievance in writing within three (3) working days of the hearing. Within five (5) working days of receipt of the written answer, the employee and the union may refile the grievance in writing to the Town Manager.

c. The Town Manager shall meet and discuss the grievance within five (5) working days of receipt of the grievance. The Town Manager shall answer the grievance in writing within five (5) working days of the hearing.

9.4 Arbitration

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

9.5 Miscellaneous

a. The time limits herein shall be regarded as maximums, however, the parties may extend any time limit by mutual agreement.

b. A grievance may be processed to the next step of the grievance procedure if a decision has not been rendered within the time limits prescribed herein.

c. The failure of the Town to respond to a grievance shall be deemed a denial of the grievance.

d. The failure of the Union to process a grievance within the time limits prescribed herein shall be deemed a waiver of the grievance.

e. All grievances concerning the suspension or dismissal of an employee shall be commenced at the level of the Town Manager.

ARTICLE 10: SALARIES

10.1 Basic wage/salary—increase each step of each wage/salary scale:

2015-2016: 2.25% increase
2016-2017: 2.25% increase
2017-2018: 2.25% increase

10.2 All wage/salary scales for employees covered by this Agreement shall be set forth in Appendix A and made a part hereof.

10.3 The Position Allocation To Pay Schedule shall be set forth in Appendix B and made a part hereof.

10.4 Longevity. All employees with four (4) years or more of service shall receive longevity payment by separate check according to the rate schedule listed below. Longevity payments shall be made in semi-annual installments due on the second pay date in July and the first pay date in January.

Effective July 1, 2015 $2.30 x number of years service x 52
Effective July 1, 2016 $2.35 x number of years service x 52
Effective July 1, 2017 $2.35 x number of years service x 52

ARTICLE 11: ADMINISTRATIVE LEAVE

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

ARTICLE 12: DAMAGED OR STOLEN PERSONAL PROPERTY

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

ARTICLE 13: PERSONNEL FILES

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

13.2 An employee shall have the right to make any written comments relative to any document in his/her personnel file if said employee believes information therein is incorrect or inaccurate. Any document(s) related to a complaint which is found to be groundless, shall be expunged from the employee's personnel file.

13.3 The content of an employee's personnel file shall be disclosed to the employee's union representative only with the written consent of the employee.

13.4 The official personnel file for each employee shall be maintained in the Town Personnel Office.

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

ARTICLE 14: DISCIPLINE AND DISCHARGE

14.1 No employee who has completed his/her probationary period shall be reprimanded, suspended, demoted or discharged without just cause.

14.2 Any disciplinary action taken against any employee covered by this Agreement shall be reported to the Union President or his/her designee in writing within twenty four (24) hours.

14.3 Written reprimands shall remain in an employee's file for the duration of his/her employment but may not be used in further disciplinary proceedings against said employee after a period of twenty-four (24) months unless the parties agree otherwise.

ARTICLE 15: TUITION REIMBURSEMENT

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

ARTICLE 16: BULLETIN BOARDS

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

ARTICLE 17: LEGAL EXPENSE

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

17.2 Employees shall immediately notify the Town Manager of any legal action filed against the employee arising out of their employment with the Town.

ARTICLE 18: HEALTH AND SAFETY

18.1 The Town shall provide a safe and healthy work environment.

18.2 The Union may appoint a designee to serve on the Town Safety Committee.

ARTICLE 19: RETIREMENT

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

ARTICLE 20: VACANCIES AND PROMOTIONS

20.1 Whenever a vacancy exists in a position covered by this Agreement, the Town shall post the vacancy in each building for a period of no less than 14 calendar days.

20.2 The posting shall include the job specifications and qualifications. All job postings and advertisements for positions will include a summary listing of any testing requirements to be required of candidates for the position. The summary listing of the testing requirements will be provided to the Association President for review and comment prior to posting the position. The testing requirements will not, thereafter, be changed unless necessary, in which case the new test requirements will be provided to the Association President for review and comment (as indicated above); in such cases, the position, if already posted, shall be re-posted with the new testing requirements.

20.3 Transfers. A transfer shall be defined as movement from one location to another in the same job classification. Except for good cause, an employee who bids for a transfer shall be granted the transfer. In the event more than one employee bids for a transfer, except for good cause, the senior bidder shall receive the transfer.

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

20.4 Promotions

a. A promotion shall be defined as movement to a position which is in the same or higher pay grade.

b. Appointment to promotional positions shall be based upon qualifications. Where the qualifications of two or more of the applicants, either from within or outside of the bargaining unit are substantially equal, the applicant with the greatest seniority shall be appointed to the promotional position.

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

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

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

20.7 An Association representative (either the President or Vice President) shall participate in the selection interviews for bargaining unit positions to which a union member is seeking a

promotion and which require skill or aptitude testing. The Town and the union shall discuss which member will serve as the union representative on the interview panel. However, the Town reserves the right to make the final designation.

ARTICLE 21: ALTERATION OF AGREEMENT

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

ARTICLE 22: HEALTH, DENTAL, AND LIFE INSURANCE

22 SELECTION OF HEALTHCARE PROVIDER.

22.1 Health Care Program

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

22.2 Limitations

a. There shall be no change in benefits, benefit levels or co-pays as provided in the subscriber agreement (incorporated by reference hereto) and summary of benefits (attached as Attachment C) or as defined in this collective bargaining agreement other than those changes mandated by Federal or State statute or regulation, or by a court of competent jurisdiction. Excluded from the foregoing are (1) the make-up of the network and (2) any adjustments to the prescription formulary.

b. In the event that the Town elects to change health care provider, it shall reimburse those individuals whose Primary Care Physician, at the time of change of health care provider, does not participate in the network of the selected health care provider for any out of network costs incurred for services provided in the Subscriber Agreement.

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

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

22.3 Limitation on Self-Insuring Option

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

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

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

22.4 Change in Health Care Coverage

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

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

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

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

22.6 HEALTH INSURANCE AND CO-SHARE OF PREMIUM SCHEDULE

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

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

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

b. Employee Co-Pay Schedule:

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

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

22.7 Life Insurance

All employees covered by this Agreement shall be provided with a paid $20,000 group term life insurance policy.

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

22.8 Post-Employment Benefits

a. Employees hired before July 1, 2006 shall be eligible for post-employment benefits until Medicare eligible, as follows:

    1. Thirty (30) years or more of service. For four years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay $5,500 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.

    2. Twenty-five (25) years of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay $4,500 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.

    3. Twenty (20) years of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay $2,500 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.

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

b. Employees hired on or after July 1, 2006 shall be eligible for post-employment benefits until Medicare eligible, as follows:

    1. Thirty (30) years or more of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay $4,000 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.

    2. Twenty-five (25) years of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay $2,666 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.

    3. Twenty (20) years of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay $1,333 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.

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

c. Other Terms, Conditions, and Definitions

1. Any retired employee who is eligible for a substantially equal or better health insurance plan, either through subsequent employment or a spouse, shall not be eligible for health insurance provided by the Town. Upon retirement from the Town and continuing health coverage, retirees must annually sign and return to the Personnel Office an affidavit certifying that they do not have a substantially equal or better health insurance plan available to them through a current spouse or employer. In the event the retired employee loses said coverage prior to the completion of the specified duration (above), the Town will place the retiree back on the Town's health care plan within thirty (30) days of written notice.

2. An employee participating in the retiree healthcare program must pay his/her share quarterly in advance of the coverage period.

3. For purposes of this Article, the following definitions shall apply:

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

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

22.9 Dental Insurance

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

22.10 Healthcare Buy-Back

Any member who has coverage or is eligible for coverage under another health insurance plan may elect to waive the Town health plan and receive an annual payment equal to Two Thousand dollars ($2,000.00). Payments for the buy-back will be pro-rated over bi-weekly pay periods throughout the fiscal year.

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

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

1. Except as provided in (2) below, reinstatement may be effective only at the beginning of the plan year (July 1) and application must be made in writing to the Personnel Office no later than June 15.

2. Reinstatement may be requested during the plan year if such request is due to loss of

the other coverage for reasons beyond the member's control. A request for mid-year reinstatement must be made in writing to the Personnel Office. If the request is approved by the insurer, reinstatement shall be effective the first of the month which is at least fifteen (15) calendar days following such approval.

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

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

a. Covered former spouses must annually sign and return to the Personnel Office an affidavit certifying that they do not have a substantially equal or better health insurance plan available to them through a current spouse or employer.

b. Upon the re-marriage of a covered former spouse, said former spouse is no longer eligible for medical coverage through the Town.

ARTICLE 23: UNIFORMS

23.1 Water and Wastewater employees shall be provided uniforms through a laundry service selected by the Town. The Town shall provide eleven (11) shirts, eleven (11) pairs of pants, three (3) jackets to all Water and Wastewater members for the duration of the agreement.

23.2 The Town may require custodial employees to wear uniforms. In lieu of the Town mandating uniforms, custodial employees may choose to wear uniforms provided by the Town. Uniforms shall include pants and shirts and shall be consistent with the service provided to Water and Wastewater employees.

23.3 Water and Wastewater employees, Public Services and Building Inspector field positions, Communications personnel, Building and Facility Maintenance shall be provided an annual work boot allowance of up to $135.00, to be paid by June 30th of each year. Said allowance will be paid only upon presentation of receipt of purchase and shall be limited to a maximum of one allowance per fiscal year per employee.

23.4 Recreation employees shall continue to be provided shirts, sweatshirts, etc, in accordance with present practice.

23.5 Any employee required to work outside during inclement weather shall be provided with the appropriate protective gear. No employee shall be required to work outside in inclement weather without such protection.

23.6 Employees shall be provided an eye wear (prescription eyeglasses and/or contact lenses) allowance of up to $150.00, to be paid by June 30th of the year; however said payment shall be limited to a maximum of one allowance every other fiscal year per employee. Said allowance will be paid only upon presentation of a single receipt of purchase and acknowledgment that said eyewear was purchased for exclusive use of the employee.

ARTICLE 24: WORKING OUT OF CLASSIFICATION

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

ARTICLE 25: EMERGENCY TIME-OFF

25.1 Any employee covered by this Agreement who is an active volunteer firefighter within the Town of South Kingstown shall be allowed to respond to emergencies without loss of pay. All employees must return immediately to Town service once their help is no longer necessary. Said decision will rest with the Fire Chief.

25.2 Employees must receive approval from the Department or Division head prior to leaving the work site to respond to an emergency.

ARTICLE 26: PART-TIME EMPLOYEES

26.1 Part-time employees who work a minimum of 12.5 hours shall receive all of the rights and benefits contained in the collective bargaining agreement except as limited as follows:

a. Holidays. Part lime employees shall receive the holidays set forth in this Agreement if the holiday falls on the part-time employee's regularly scheduled work day.

b. Vacation and sick leave. Part time employees shall receive annual vacation and sick leave on a pro-rata basis based upon the assigned hours of work.

c. Hours of work. The normal hours of work for a part-time position shall be established based upon the assigned hours of work in effect as of July 1, 2002, and for those part time employees hired thereafter, upon the commencement of employment, and shall not be changed except by mutual agreement between the Manager and Union President.

d. Wages. Wages for part-time employees shall be determined as follows:

1. If the job title of the part time position is the same as a full time position in the bargaining unit, the wages will be computed based upon the salary scales set forth herein for positions in the bargaining unit, and pro-rated based upon the number of hours worked; or

2. If the job title of the part time position is not the same as a full time position in the bargaining unit, the duties and wages will be established by mutual agreement between the Manager and Union President. The wages for all such part time positions shall be set forth in Appendix A herein.

e. Health and Dental Insurance benefits. Part-time employees assigned to work an average of

more than 22.5 hours per week, but less than full time in a job classification, shall be entitled to elect to receive individual plan health and or dental insurance and the Town and the employee shall each pay 50% of the annual premium. The employee's payment shall be made through payroll deductions. If the employee elects family health and/or dental insurance, the Town will pay 50% of the premium cost of individual health and/or dental, and the employee shall pay the difference, through payroll deductions for cost of the family health and/or dental plan.

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

ARTICLE 27: NO STRIKE CLAUSE

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

ARTICLE 28: MANAGEMENT RIGHTS

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

28.2 Notwithstanding any other provision of this Agreement, the Town retains the right to take any reasonable action in emergency situations, to protect the public interest, even if such action is contrary to the express terms of this Agreement.

ARTICLE 29: DURATION OF AGREEMENT

29.1 This Agreement shall be for a period commencing July 1, 2015 and ending June 30, 2018.

IN WITNESS WHEREOF, the parties have hereunto affixed their Signature on this 24th day of July, 2015.

SOUTH KINGSTOWN MUNICIPAL EMPLOYEES ASSOCIATION/ NEARI

Anna R. Stone
President/NEA

FOR THE TOWN OF SOUTH KINGSTOWN, RHODE ISLAND

Stephen A. Alfred
Town Manager

APPENDIX A: MUNICIPAL PAY PLANS

FY 2015-2016 Municipal Pay Plan – Full Time

Grade	Step 0	Step 1	Step 2	Step 3
1	$23,493	$23,845	$24,195	$24,547
2	$33,546	$34,704	$35,860	$37,017
3	$34,704	$35,860	$37,017	$38,175
4	$37,018	$38,175	$39,330	$40,488
5	$38,175	$39,330	$40,488	$41,645
6	$40,488	$41,645	$42,800	$43,957
7	$42,800	$43,957	$45,115	$46,270
8	$45,114	$46,270	$47,428	$48,584
9	$47,374	$48,475	$49,576	$50,897
10	$50,677	$52,881	$55,083	$57,287
11	$57,288	$58,434	$59,901	$61,695
12	$60,592	$62,795	$64,339	$67,204
13	$69,284	$72,046	$74,208	$76,434

FY 2015-2016 Municipal Pay Plan – Part Time

Role	Step 0	Step 1	Step 2	Step 3
Custodian	$15.99	$16.41	$16.82	$17.25
Office Assistant	$16.54	$16.96	$17.37	$17.79
Fiscal Clerk	$16.82	$17.25	$17.68	$18.10
Account Clerk	$20.33	$20.97	$21.60	$22.24
Fire Inspector	$20.58	$21.13	$21.69	$22.25
Electrical Inspector	$23.95	$24.67	$25.41	$26.18

FY 2016-2017 Municipal Pay Plan – Full Time

Grade	Step 0	Step 1	Step 2	Step 3
1	$24,022	$24,382	$24,739	$25,099
2	$34,301	$35,485	$36,667	$37,850
3	$35,485	$36,667	$37,850	$39,034
4	$37,851	$39,034	$40,215	$41,399
5	$39,034	$40,215	$41,399	$42,582
6	$41,399	$42,582	$43,763	$44,946
7	$43,763	$44,946	$46,130	$47,311
8	$46,129	$47,311	$48,495	$49,677
9	$48,440	$49,566	$50,691	$52,042
10	$51,817	$54,071	$56,322	$58,576
11	$58,577	$59,749	$61,249	$63,083
12	$61,955	$64,208	$65,787	$68,716
13	$70,843	$73,667	$75,878	$78,154

FY 2016-2017 Municipal Pay Plan – Part Time

Role	Step 0	Step 1	Step 2	Step 3
Custodian	$16.35	$16.78	$17.20	$17.64
Office Assistant	$16.91	$17.34	$17.76	$18.19
Fiscal Clerk	$17.20	$17.64	$18.08	$18.51
Account Clerk	$20.97	$21.44	$22.09	$22.74
Fire Inspector	$21.04	$21.61	$22.18	$22.75
Electrical Inspector	$24.49	$25.23	$25.98	$26.77

FY 2017-2018 Municipal Pay Plan – Full Time

Grade	Step 0	Step 1	Step 2	Step 3
1	$24,562	$24,931	$25,296	$25,664
2	$35,073	$36,283	$37,492	$38,702
3	$36,283	$37,492	$38,702	$39,912
4	$38,703	$39,912	$41,120	$42,330
5	$39,912	$41,120	$42,330	$43,540
6	$42,330	$43,540	$44,748	$45,957
7	$44,748	$45,957	$47,168	$48,375
8	$47,167	$48,375	$49,586	$50,795
9	$49,530	$50,681	$51,832	$53,213
10	$52,983	$55,288	$57,589	$59,894
11	$59,895	$61,093	$62,627	$64,502
12	$63,349	$65,653	$67,267	$70,262
13	$72,437	$75,325	$77,585	$79,912

FY 2017-2018 Municipal Pay Plan – Part Time

Role	Step 0	Step 1	Step 2	Step 3
Custodian	$16.72	$17.16	$17.59	$18.04
Office Assistant	$17.29	$17.73	$18.16	$18.60
Fiscal Clerk	$17.59	$18.04	$18.49	$18.93
Account Clerk	$21.26	$21.92	$22.59	$23.25
Fire Inspector	$21.51	$22.10	$22.68	$23.26
Electrical Inspector	$25.04	$25.80	$26.56	$27.37

APPENDIX B: SKMEA POSITION ALLOCATION SCHEDULE

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

APPENDIX C: HEALTHCARE SUMMARY OF BENEFITS

Please see the following pages for the Blue Cross Blue Shield of Rhode Island (BCBSRI) HealthMate Coast-to-Coast Summary of Benefits and Coverage for the coverage period July 1, 2015 – June 30, 2016. As the Summary of Benefits and Coverage documents for July 1, 2016 – June 30, 2017 and July 1, 2017 – June 30, 2018 become available, the documents will be appended to this agreement.

Blue Cross Blue Shield of Rhode Island **HealthMate Coast-to-Coast**

Coverage Period: 07/01/2015 - 06/30/2016

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: See below **Plan Type:** PPO

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.BCBSRI.com or by calling 1-800-639-2227 or (401) 459-5000.

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. Doesn't apply to services with a fixed dollar copay and prescription drugs.	You must pay all the costs up to the **deductible** amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the **deductible**.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 3 for other costs for services this plan covers.
Is there an out–of–pocket limit on my expenses?	Yes. 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 during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
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**.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 3 describes any limits on what the plan will pay for *specific* covered services, such as office visits.
Does this plan use a network of providers?	Yes, this plan uses in-network providers. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of participating providers.	If you use an in-network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network **provider** for some services. Plans use the term in-network, **preferred**, or participating for **providers** in their **network**. See the chart starting on page 3 for how this plan pays different kinds of **providers**.

Questions: Call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 or visit us at www.BCBSRI.com.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 to request a copy.

Do I need a referral to see a specialist?	No. You don't need referral to see a specialist.	You can see the **specialist** you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 7. See your policy or plan document for additional information about **excluded services**.

- **Copayments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is $1,000, your **coinsurance** payment of 20% would be $200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called **balance billing**.)
- This plan may encourage you to use In Network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$10 copay per visit	$10 copay plus 20% coinsurance after deductible per visit	——————none——————
	Specialist visit	$15 copay per visit	$15 copay plus 20% coinsurance after deductible per visit	——————none——————
	Other practitioner office visit	$15 copay per visit	$15 copay plus 20% coinsurance after deductible per visit	Chiropractic Services are limited to 12 visits per year
	Preventive care/screening/immunization	No Charge	$10 copay plus 20% coinsurance after deductible	Member liability for Out-of-Network is based on services received; 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 after deductible	Preauthorization is recommended for certain services

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance after deductible	Preauthorization is recommended
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.BCBSRI.com.	Tier 1 generally low cost generic drugs	20% coinsurance per prescription (retail/mail-order)	Not covered	No Charge for certain preventive drugs
	Tier 2 generally high cost generic and preferred brand name drugs	20% coinsurance per prescription (retail/mail-order)	Not covered	Preauthorization is required for certain drugs
	Tier 3 non- preferred brand name drugs	20% coinsurance per prescription (retail/mail-order)	Not covered	Preauthorization is required for certain drugs
	Tier 4 specialty prescription drugs	20% coinsurance per prescription (specialty pharmacy only)	50% coinsurance	Infertility drugs: 20% coinsurance; Preauthorization is required for certain drugs
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance after deductible	Preauthorization is recommended
	Physician/surgeon fees	No Charge	20% coinsurance after deductible	——————none——————
If you need immediate medical attention	Emergency room services	$75 copay per visit	$75 copay per visit	Copay waived if admitted
	Emergency medical transportation	$50 copay per trip	$50 copay per trip	——————none——————
	Urgent care	$20 copay per urgent care center visit	$20 copay plus 20% coinsurance after deductible per urgent care center visit	Applies to the visit only. If additional services are provided additional out of pockets costs would apply based on services received.
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% coinsurance after deductible	45 day limit at an inpatient rehabilitation facility; Preauthorization is recommended
	Physician/surgeon fee	No Charge	20% coinsurance after deductible	——————none——————

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	$15 copay/office visit No Charge for outpatient services	$15 copay plus 20% coinsurance after deductible/office visit 20% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services
	Mental/Behavioral health inpatient services	No Charge	20% coinsurance after deductible	Preauthorization is recommended
	Substance use disorder outpatient services	$15 copay/office visit No Charge for outpatient services	$15 copay plus 20% coinsurance after deductible/office visit 20% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services
	Substance use disorder inpatient services	No Charge	20% coinsurance after deductible	Preauthorization is recommended
If you are pregnant	Prenatal and postnatal care	No Charge	20% coinsurance after deductible	——————none——————
	Delivery and all inpatient services	No Charge	20% coinsurance after deductible	Preauthorization is recommended

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance after deductible	——————none——————
	Rehabilitation services	20% coinsurance	20% coinsurance after deductible	Includes Physical, Occupational and Speech Therapy. Speech Therapy preauthorization is recommended for all visits.
	Habilitative services	20% coinsurance	20% coinsurance after deductible	Includes Physical, Occupational and Speech Therapy. Speech Therapy preauthorization is recommended for all visits.
	Skilled nursing care	No Charge	20% coinsurance after deductible	Preauthorization is recommended; Custodial Care is not covered
	Durable medical equipment	20% coinsurance	20% coinsurance after deductible	Preauthorization is recommended for certain services.
	Hospice service	No Charge	20% coinsurance after deductible	Preauthorization is recommended
If your child needs dental or eye care	Eye exam	$10 copay	$10 copay plus 20% coinsurance after deductible	Limited to one routine eye exam per year.
	Glasses	Not Covered	Not Covered	——————none——————
	Dental check-up	Not Covered	Not Covered	——————none——————

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover **(This isn't a complete list. Check your policy or plan document for other excluded services.)**		
• Acupuncture • Cosmetic surgery • Dental care (Adult)	• Dental check-up, child • Glasses, child • Long-term care	• Routine foot care unless to treat a systemic condition • Weight loss programs

Other Covered Services **(This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)**		
• 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:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051. You may also contact your state insurance department at (401) 462-9520 or by email at HealthInsInquiry@ohic.ri.gov, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact your state insurance department at (401) 462-9520 or by email at HealthInsInquiry@ohic.ri.gov, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

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, kwiijigo holne' 1-800-639-2227.

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

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby
(normal delivery)

- **Amount owed to providers:** $7,540
- **Plan pays** $7,490
- **Patient pays** $50

Sample care costs:

Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	**$7,540**

Patient pays:

Deductibles	$0
Copays	$0
Coinsurance	$20
Limits or exclusions	$30
Total	**$50**

Managing type 2 diabetes
(routine maintenance of a well-controlled condition)

- **Amount owed to providers:** $5,400
- **Plan pays** $4,490
- **Patient pays** $910

Sample care costs:

Prescriptions	$2,900
Medical Equipment and Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	**$5,400**

Patient pays:

Deductibles	$0
Copays	$70
Coinsurance	$800
Limits or exclusions	$40
Total	**$910**

These examples are based on coverage for an individual plan.

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 or visit us at www.BCBSRI.com.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 to request a copy.

Memorandum of Agreement

Between the

South Kingstown Municipal Employees Association

and the

Town of South Kingstown

The South Kingstown Municipal Employees Association and the Town of South Kingstown agree to clarify the definition and term of seniority in the collective bargaining agreement.

The parties agree:

1. Whenever two members have the same length of continuous service with the Town of South Kingstown in a bargaining unit position (commencing 7/1/2002) but began working for the Town before the bargaining unit was certified by the state labor relations board, the seniority date shall commence with the first day of work as a Town employee. However, if any portion of an employee's service with the Town was part-time, that portion of service, and therefore seniority, will be prorated accordingly.

For the Town

10/21/15
Date

For the Association

10/21/15
Date

Memorandum of Agreement

Between the

South Kingstown Municipal Employees Association

and the

Town of South Kingstown

The South Kingstown Municipal Employees Association and the Town of South Kingstown agree to add the following section to *Article 5 Hours of Work* in the collective bargaining agreement.

5.3(h) Pretreatment Coordinator/Onsite Wastewater Specialist: 40 hours; 8 hours per day (exclusive of half hour lunch).

For the Town	For the Association
2/10/16	2/10/16
Date	Date