

AGREEMENT BETWEEN

THE TOWN OF NARRAGANSETT

AND

RHODE ISLAND COUNCIL 94,

AFSCME, AFL-CIO, LOCAL 1179

JULY 1, 2023 – JUNE 30, 2026

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AGREEMENT

In this agreement entered into this _____ day of _____ by and between the Town of Narragansett, Rhode Island, hereinafter referred to as the "Employer" and the American Federation of State, County, and Municipal Employees, AFL-CIO, RI Council 94 on behalf of Local 1179, hereinafter referred to as the "Union", the parties hereby agree as follows:

PURPOSE

It is the purpose of this agreement to carry out the personnel policy of the Town of Narragansett in encouraging a harmonious and cooperative relationship which will facilitate free and frequent communications between the Employer and employees of the Town of Narragansett. By means of this agreement, therefore, the signatories bind themselves to maintain and improve the present standards of service to the people of the Town of Narragansett and agree further that high morale and good personnel relations are essential to carry out this end. The employees, as individual members of the Union, are to regard themselves as public employees, and as such, they are to be governed by the highest ideals of honor, loyalty, and integrity in all their public, personal and official relationships in order that they may merit the respect and confidence of the general public.

ARTICLE 1 – RECOGNITION

- 1.1** The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees except firemen, policemen, school department employees, managerial, supervisory, confidential, part-time, (under 20 hours per week) and seasonal employees (less than 120 working days per year) as certified in Rhode Island State Labor Relations Board Case #EE 1728, June 29, 1967 in all matters pertaining to hours, wages and working conditions.

- 1.2** The Town will provide the Union with a record of all hours worked by temporary/seasonal employees.
- 1.3** The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall explain the new employee's contractual rights and introduce him/her to the Union. The orientation will be held within twenty-eight (28) days of the employee's hire date and shall be during working hours at a time agreed upon by the employee's immediate supervisor, not to exceed one hour (1) in duration.

ARTICLE 2 - NON-DISCRIMINATION

- 2.1** The Employer agrees that it will not discriminate against, intimidate, or coerce any employees in the exercise of their right to bargain collectively, through the Union or on account of their membership in, or activities on behalf of the Union.
- 2.2** The Union and the Town agree not to discriminate against a person seeking or holding membership therein on account of race, color, national origin, gender, gender identity/expression, religion, creed, sex, sexual orientation, political affiliation, or any other lawfully prohibited basis of discrimination.
- 2.3** All reference to an employee covered by this Agreement as well as the use of any/all pronouns are intended to include any/all genders. When any gender reference is used, it shall be construed to include male, female, transgender, and/or non-binary employees.

ARTICLE 3 - UNION SECURITY

- 3.1** Under *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, United States Supreme Court – Decided June 27, 2018: “Neither an agency fee nor any other payment to the Union may be deducted from a nonmember’s wages, nor may any other attempt be made to collect such payment, unless the employee affirmatively consents to pay.” The Union may not charge any employee dues, a so-

called "service charge" or "service fees" without the employee's affirmative written consent. The Union negotiates this Agreement that sets forth the terms and conditions of employment of all positions in the bargaining unit. However, the decision whether to join or not join the Union belongs solely with each employee. If an employee should decide not to join the Union, their terms and conditions of employment shall nonetheless be those set forth in this Agreement provided however, that consistent with R.I.G.L. § 28-9.4-8 (f), any employee(s) in the bargaining unit, who are not members of the exclusive bargaining representative organization, may be required by the Union to pay a reasonable charge for representation in grievances and/or arbitrations brought at the nonmember's request. Each employee shall sign a form expressing his/her option and choice, by affirmative consent, whether to join or not join the Union and whether to permit the deduction of any dues, so-called "service charges" or "service fees."

- 3.2** The Union agrees to indemnify and hold the Town harmless against any or all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this section.
- 3.3** The Town shall deduct weekly the Union dues from all employees who have submitted signed authorization cards. The amount of weekly dues shall be as set forth in the constitution of the Union. The Town shall send the amount of dues monthly to Rhode Island Council 94, AFSCME, AFL-CIO, 1179 Charles Street, North Providence, Rhode Island 02904
- 3.4** The Town recognizes the Union's ability to increase dues, fees, and assessments lawfully and in accordance with its Constitution and By-Laws, and upon written representation by the Union that dues, fees, and assessments have been lawfully increased and in accordance with its Constitution and By-Laws, the Committee agrees to adjust the amount of the deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law. The union agrees to provide the Town with fourteen (14) calendar days' notice of any change in Union Dues prior to the effective date of change.

- 3.5** The Town shall give written notice to the Treasurer and President of the Union of all new employees within the bargaining unit who become eligible for membership in the local. Said notice shall be given within five (5) days of hire, and shall include the employee's name, address, and date of hire.
- 3.6** The Town will discontinue such deductions if notified by the Union in writing. In the event the Town receives such written notification by an employee, it shall refer the employee to the Union. If the Union does not confirm deductions or discontinuation after five (5) days, the District may discontinue said deduction. The Union shall notify the Town of the status of the employee's membership within five days of the referral. The Union is fully responsible for any objection by an employee regarding their dues, fees, assessments, and/or deductions.
- 3.7** The Employer shall have the right to hire additional employees who do not belong to the Union and such employees shall have the same rights to not join the union.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1** Management Rights - The Union recognizes that, except as specifically relinquished or abridged by the express terms of this Agreement or applicable law including the obligation to bargain, all rights to manage, direct or supervise the Town's operations and its employees are vested solely in the Town. For the purpose of this agreement, a past practice is accorded the equivalent force of express meaning within a contract only when the number of occasions of unvarying application over a reasonably extended time demonstrates a knowing and willing acceptance by both parties of a consistent and identical outcome. The Town pursuant to this Agreement has the right to:
- (1) Hire, discharge or discipline employees;
 - (2) Introduce new or improved work methods, procedures, equipment, or facilities;
 - (3) Lay off employees;
 - (4) Assign work by job description;

- (5) Control the types of work, amount of work, method of accomplishing work and scheduling of operations of the Town;
- (6) Determine the number of employees on any assignment and job content.

ARTICLE 5 – SENIORITY

- 5.1** The Employer shall establish a current seniority list, which shall be kept up to date, and the same shall be made available to the President and/or Secretary of the Union by the Town Manager upon request.
- 5.2** The Employer agrees in principle with the concept of seniority which is based on length of employment and further agrees that this principle and ability should be applied unless there are clear reasons to the contrary in individual instances with respect to:
 - Promotional Appointment
 - Preferred Shift Vacancies
 - Any other questions of preference among employees that may arise but are not specifically mentioned hereinabove, including preference in overtime in relation to job classifications on a rotating basis.
- 5.3** In the event of a vacancy in any position, said vacancy shall be posted on a Union Bulletin Board for seven (7) days in order that employees have an opportunity to apply for the position. The Town Manager or his/her designee shall have the right to review the performance of said employee during the twenty (20) working days in regard to their qualification of position. If said employee has not satisfactorily qualified for that position or if the employee chooses, the employee shall be placed in the last position the employee held. The Town of Narragansett is not required to post the vacant position until after the twenty (20) working day review period. Any employee bidding into a clerk position, who is not currently a clerk, will be subject to the same testing as used to test new hires by management.
- 5.4** All new employees shall serve a six (6) month probationary period and at the completion of said period, the employee shall be permanent and seniority shall be retroactive to his

or her first day of employment. A probationary employee may be terminated without recourse to the grievance procedure. All probationary employees shall be paid the probationary rate of pay. Notwithstanding the foregoing, the Town, at its option, may extend the probationary period from six (6) months to one (1) year for the purpose of allowing an employee to obtain a license or certification as required by his/her job description.

5.5 Seniority shall be considered lost for the following reasons:

- When an employee has been discharged for just cause;
- When an employee voluntarily terminates his or her employment;
- When an employee fails to respond to a recall notice;
- When an employee fails to report his or her absence from work within five (5) working days;
- When an employee fails to renew a leave of absence;
- When an employee is laid off in excess of eighteen (18) months from date of his or her most recent layoff;
- When an employee retires or is retired.

5.6 Should a grievance arise over the application of this article, by an appointing authority of the Employer, it shall be considered a grievance under the terms of this agreement and the use of the grievance procedure shall be applicable.

ARTICLE 6 - LAYOFF AND RECALL

6.1 In the event a permanent employee is laid off, his or her name shall be placed on a re-employment list by class of position and by division and shall remain on said list for a period of eighteen (18) months from the date of such layoff. Four (4) weeks' notice of layoff shall be given to any employee so affected.

6.2 Seniority shall accrue to such employee while on the reemployment list. No new employee will be hired, and no employee will be transferred into any class of position within a division until all employees on such reemployment list for that class and division

have been recalled to work. Upon recall and pending the return to work of the recalled employee, the appointing authority may transfer another employee to the vacant position.

- 6.3** The Town Manager, or his or her designee, for the purpose of recall, shall send a registered letter to the last known address of the employee, unless actual personal contact can otherwise be made by the Town, and the employee shall have five (5) days from the date of the sender's receipt, or the personal contact, to reply to such recall. If a recall to work does not reasonably assure the employee of four (4) weeks of continuous work, a failure to accept will not be considered a refusal. Upon return to work, a recalled employee shall receive that salary which applies to the position to which he or she returns.
- 6.4** The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide his or her department head with his or her current mailing address.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1** The purpose of the grievance procedure shall be to settle employee grievances including problems concerning working conditions on as low a level as possible and as quickly as possible to ensure efficiency and employee morale. This procedure also recognizes the right of any employee to discuss with his or her immediate supervisor and his or her Union representative any grievance or suggestions relative to his or her work. For the purpose of this article, a grievance is defined as a dispute or difference of opinion raised by an employee, or by a group of employees, covered by this agreement involving as to them or him or her the meaning, interpretation, or application of the express provisions of this agreement.

7.2 By means of this procedure, therefore, both the Union and the Employer agree to maintain and improve the present high standards of service to the people of the Town of Narragansett.

7.3 An employee who has a grievance must submit the grievance in writing to the Union and the Town Manager within ten (10) days of the occurrence of such grievance or it shall not be considered a grievance under the terms of this agreement. The word "days" in this article shall be defined as working days. Working days shall not include days off, approved discharge of leave, and/or holidays. The parties shall make good faith efforts to comply with all timelines specified within this article, but deadlines may be extended by mutual agreement of the parties if such agreement is reduced to writing.

STEP 1:

An employee who is aggrieved has the right to discuss his or her grievance with his or her immediate supervisor and with or without his or her chosen Union representative. His or her supervisor shall have five (5) days to submit his or her answer, in writing, to the aggrieved person and a copy of that answer shall be submitted to the Union.

STEP 2:

In the event the grievance is not resolved with his or her immediate supervisor, the aggrieved and/or his or her chosen Union representative shall submit the grievance in writing to the department head. The department head shall have seven (7) working days in which to give his or her answer in writing to the Union.

STEP 3:

In the event the grievance is not satisfactorily resolved with the department head, the aggrieved and/or his or her representative shall submit a grievance form in duplicate to the Town Manager. The Town Manager shall have seven (7) working days in which to give his or her answer, in writing, to the Union.

STEP 4:

If the grievance is not satisfactorily resolved with the Town Manager, the aggrieved and/or his or her representative shall meet with the Personnel Appeal Board within sixty

(60) days. The Personnel Appeal Board shall have ten (10) days in which to give an answer, in writing, to the Union.

STEP 5:

If the grievance is still unsettled, either party may, within fifteen (15) days after the reply is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within fifteen (15) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide an arbitrator.

- 7.4** Aggrieved Union employees shall be guaranteed the right to Union representation during the course of the grievance procedure. It is recognized that no procedure can possibly foresee all situations that might occur. It is further recognized that this procedure will be effective only as the good faith of both parties is concerned. To this end, it shall be incumbent upon the parties to seek to settle all grievances and disputes that arise at the lowest level possible.
- 7.5** The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services shall be borne equally by the Employer and the Union.
- 7.6** One (1) Union Officer and one (1) Steward shall be granted sufficient time off during working hours to investigate and process grievances without loss of pay. They shall also be granted time off to negotiate new contract proposals.

ARTICLE 8 - HOLIDAYS

- 8.1** All permanent employees paid on an hourly basis covered by this agreement shall be paid at their regular rate of pay for each of the following designated holidays:

½ Day New Year's Eve	Labor Day
New Years' Day	Columbus Day

Martin Luther King, Jr. Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	½ day Christmas Eve
Independence Day	Christmas Day
Juneteenth	Victory Day (2nd Monday in August)

*Easter Sunday shall be a holiday for Police Dispatchers, Animal Control Officers, and Sunday Parks Laborer only.

- 8.2** A proclamation of a national holiday by the President of the United States, or the proclamation of a state holiday by the Governor of the State of Rhode Island, shall be considered a paid holiday in accordance with this section.
- 8.3** Whenever a holiday falls during the employee's vacation, said employee shall be compensated at his or her regular rate of pay.
- 8.4** In the event any designated holiday falls on an employee's day off, the employee shall be entitled to the holiday at the regular rate of pay or compensatory time off. Compensatory time off shall be with the approval of the Town Manager and/or their designee, shall not be arbitrarily withheld.
- 8.5** Employees temporarily absent due to injury suffered in the course of employment, or due to bona fide illness causing temporary absence, will not be charged for sick leave for a holiday.

ARTICLE 9 – VACATIONS

- 9.1** Vacations shall be computed or based on the anniversary date of the employee. At the time of termination of employment, accrued earned vacation time shall be due and payable, unless terminated by justifiable discharge. The Employer agrees the employees may select their vacations in order of seniority provided such selections do not prevent an orderly conduct of the operation of the department in which the employee works. Senior employees must provide the Town with a notice of no less than ninety (90) calendar days after which time other employees may select their vacation time.

- 9.2** Any employee who has completed one (1) year of service shall be entitled to two (2) weeks' vacation. Any employee who has completed five (5) years of service shall be entitled to three (3) weeks' vacation. Any employee who has completed ten (10) years of service and up to fifteen (15) years of service shall be entitled to four (4) weeks' vacation. Any employee who works longer than fifteen (15) years shall receive four (4) weeks' vacation and one (1) additional day for every year worked beyond fifteen (15) years. The maximum amount of vacation shall not exceed five (5) weeks. Employees who now receive more than five (5) weeks' vacation shall continue to receive said benefit. Henceforth, additional days shall not be added to vacation schedules beyond twenty (20) years of service.
- 9.3** All vacations should be taken during the anniversary year in which they are due; however, a maximum of ten (10) days of earned unused vacation may be carried over from one year to the next.
- 9.4** Those employees who have accumulated vacation time prior to February 1, 1976, shall not lose said vacation time.
- 9.5** All vacation time shall be accounted for on an hourly basis.

ARTICLE 10 - BULLETIN BOARDS

- 10.1** The Town agrees to provide reasonable bulletin board space. Notices of official union matters submitted by the Union may be posted and such matters may not be removed from the bulletin board by anyone other than a person designated by the Union.

ARTICLE 11 - ALTERATION OF AGREEMENT

- 11.1** It is understood that any alteration or modification of the agreement shall be binding upon the parties hereto only if executed in writing.
- 11.2** The waiver of any breach or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.1** Upon written application, an employee may be granted unpaid leaves of absence, at the Town Manager's discretion, not to exceed six (6) months and subject to one (1) renewal not to exceed six (6) months for reason of personal illness, illness in the immediate family, disability, or for the purpose of furthering employee's education or training in skills related to his/her employment. Employees who are on unpaid leave of absence shall pay for his or her health and dental insurance during said leave. Any form of leave shall not accrue during an unpaid leave of absence.
- 12.2** Upon return to work, such employee will be placed in his or her former job. Seniority at the start of leave of absence shall be retained during all leaves of absence.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

- 13.1** Public Works:
- A.** The work week shall consist of five (5) consecutive eight (8) hour days, (hours beginning on Monday at 7:00 am to 3:30 pm) allowing one-half (½) hour lunch period. All shifts shall be posted. All hours worked on Saturday shall be paid for at the rate of time and one-half. All hours worked on Sunday shall be paid at the rate of double time. All hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be paid for at the rate of time and one-half.
 - B.** When the Highway Division is required to plow streets due to storms and it is necessary to call in outside help, all other employees of the Highway, Water, Wastewater and Parks Department shall be called in for overtime.
 - C.** Notwithstanding the above, those employees of the Water and Wastewater Divisions, who are on standby, shall not be called for overtime.
 - D.** Employees who are trainees and who do not have an "operator's license" may practice in the Highway yard under supervision of qualified personnel. It is the intent of the

parties that trainees shall not be utilized to take work away from equipment operators or to avoid overtime.

13.2 Coffee breaks shall be restricted to twenty (20) minutes total, including travel time.

When equipment is involved, coffee breaks shall be taken on the job site (April 1 through November 15). All coffee breaks shall be taken in the Town of Narragansett.

13.3 Clerks:

- A. All clerks shall work a thirty-five (35) hour week. Clerical employees shall be paid time and one-half of their regular rate for work performed over seven (7) hours in one (1) day and thirty-five (35) hours in one (1) week. Work hours shall be from 8:30 am to 4:30 pm Monday through Friday with the exception of the Public Works Clerk who shall work 7:30 am - 3:30 pm.**
- B. Summer Hours (July and August) for Clerks, 8:30 am to 3:30 pm with one (1) hour for lunch may be granted at the discretion of the Town Manager.**
- C. All clerks shall be granted two (2) ten (10) minute rest periods, one (1) in each half of the workday within the limits of efficient operation of the department. All Clerks shall receive a one (1) hour meal period.**
- D. Floater Clerk: A Floater Clerk is a position that works in the Finance Department, including Collectors, Assessors, Controllers and Finance fifty percent (50%) of the position hours. The Floater may work in any other Town Office that the Town Manager determines fifty percent (50%) of the position. This is not to be used in lieu of filling a full-time position.**

13.4 Water Division and Wastewater Division:

The Water Division working hours shall be from 7:00 am to 3:30 pm. The Town reserves the right to change this schedule to 7:30 am to 4:00 pm between October 31 and April 1 of each year. The Wastewater Division hours shall be 7:00 am to 3:30 pm. For both Christmas Eve day and New Year's Eve Day, one (1) Council 94 employee from the Water Division and one (1) from the Wastewater Division are assigned to standby duty. Effective as of December 24, 2001, three (3) hours' standby pay will be paid to each employee for each of those days.

13.5 Parks and Recreation:

- A.** The Parks and Recreation employees' hours shall be from 7:00 am to 3:30 pm. The hours of work for the Janitor in the Parks and Recreation Department may vary from the hours set forth in the above paragraph. Said work shall include laborer's work as well as janitorial when required.
- B.** The hours of work for the Clerk in the Parks and Recreation Department shall be the same as the Town Hall Clerks.
- C.** Employees of the Parks Department shall be called in for overtime for plowing and sanding, after their normal working hours, before outside help shall be called.

13.6 Police Department:

- A.** All Police Dispatchers shall work thirty-eight and a half (38 ½) hours per week which shall consist of four (4) consecutive eight (8) hour workdays followed by two (2) days off.
- B.** Based on seniority, they shall be assigned by the Captain of the Uniform division to work one (1) of three (3) shifts, which shall be bid on a semi-annual basis, during November and May, effective June 1 and December 1 of each year. Police Dispatchers shall bid on shifts based on their total length of continuous service as Police Dispatchers.
- C.** When a normal workday falls on a holiday, the dispatcher shall be paid an additional day's pay at one and a half (1 ½) times his/her regular rate of pay. The daily rate shall be one-fifth (1/5th) of the employee's base weekly salary: Any hours worked on holidays which are not part of a dispatcher's regularly scheduled hours of work (i.e. 4 + 2 schedule) shall be paid at the rate of two (2) times the dispatcher's regular rate of pay.
- D.** Dispatchers may exchange scheduled duty assignments pursuant to guidelines for mutual swap as effective on July 1, 1983.
- E.** The work schedule shall cover a twenty-four (24) hour period and be continuous as follows: 11:00 pm to 7:00 am; 7:00 am to 3:00 pm; 3:00 pm to 11:00 pm. All dispatchers agree to report to Police Headquarters no later than twelve (12) minutes prior to their assigned shift for the purpose of roll call or police briefing.

- F. Dispatcher's requests for vacation and/or personal time shall not be contingent upon nor denied because of vacation, personal leave, or sick leave of non-bargaining unit employees.**
- G. Any Dispatcher called back to appear in court as a result of work-related Police Department cases, on his or her day off, shall receive compensation at the rate of time and one-half with a minimum of four (4) hours.**
- H. All Dispatchers shall be granted a one-half (1/2) hour rest period during each shift.**
- I. Shift differential for Police Dispatchers shall be \$0.25 per hour for the 2nd shift and \$0.50 per hour for the third shift to be paid only when actually worked.**
- J. There shall be three (3) dispatchers assigned to each shift, 7 am to 3 pm, 3 pm to 11 pm and 11 pm to 7 am. This shall allow for two (2) dispatchers to be working each shift seven (7) days per week on a rotating schedule of four (4) on and two (2) off. All vacancies between the hours of 7 am through 3 am shall be posted and filled by a dispatcher. Should a vacancy not be filled, a dispatcher from the previous shift shall be held for the next shift in accordance with the seniority clause. Thursday through Saturday nights the 11 pm to 7 am shift shall be posted for eight (8) hour fills. Should a vacancy not be filled, a dispatcher from the previous shift shall be held for the next shift in accordance with the seniority clause. It shall be the discretion of the shift OIC to cancel the overtime from 3 am to 7 am on these nights if conditions so dictate. In the event that a dispatcher cannot be held to cover a vacant shift, a certified/authorized police officer may be used with approval of the Patrol Captain or his/her designee. A dispatcher can be ordered in to work in the event of a declared emergency. Upon approval of the Patrol Captain or his/her designee, should a shift vacancy become available at any time due to a dispatcher leaving the employment of the Department or Town, dispatchers will be afforded the right to transfer shifts in accordance with Section 13.6 B in regard to seniority within the Division.**
- K. Dispatchers will not be required to search prisoners or any other persons who are held by the police department for any reason.**

- L.** The Prosecution Clerk shall work thirty-five (35) hours per week, five (5) consecutive days, Monday through Friday, 7:00 A.M. to 3:00 P.M. The prosecution clerk shall receive a one (1) hour meal period.
- 13.7** Any employee who is called in or called back to work shall be paid a guarantee of at least three (3) hours at time and one-half his or her regular rate of pay. Any employee required to work on a Sunday, or a holiday as set forth in Article 8, shall be paid at the rate of two (2) times his or her regular rate of pay for all hours worked in addition to his or her holiday pay. For the purpose of this section, a holiday shall be the actual day that it occurs on the calendar. For the purpose of this section, multiple callbacks of the same employee during the first three (3) hour period shall be treated as a single callback for compensation purposes.
- 13.8** Employees who are assigned standby shall be paid at the rate of six (6) hours for each day of such standby and further any other provision of this agreement covering conditions prevalent during said period of standby shall be applicable. The period of standby shall commence immediately upon the termination of the last regularly scheduled day and shall extend to the start of the shift time on the next regularly scheduled day.
- 13.9** Animal Control Officer:

 - A.** The Animal Control Officer shall work forty (40) hours per week which shall consist of five (5) consecutive eight (8) hour workdays Monday through Fridays inclusive followed by two (2) days off.
 - B.** When a normal workday falls on a holiday, an Animal Control Officer shall not be required to work.
 - C.** The work period shall cover an eight (8) hour period from 6:00 am to 2:30 pm. When more than one (1) full-time Animal Control Officer is appointed, his/her schedule shall be set by the Chief of Police and the days worked shall be in conformance with 13.9(A) above.

- D.** The Animal Control Officer's requests for vacation time and/or personal time shall be granted on a seniority basis in accordance with police department policy. No two (2) ACO's shall be granted vacation and/or personal time for the same time period.
 - E.** An Animal Control Officer called back to appear in court as a result of work-related court appearances, on his or her time off, shall receive compensation at the rate of time and one-half (1 ½) for a minimum of three (3) hours.
 - F.** The Animal Control Officers shall be granted one (1) one-half (1/2) hour rest period during each shift.
- 13.10** All employees shall report any change in their telephone number and home address to their immediate supervisor within two (2) days of any change in said telephone number and/or home address.
- 13.11** All wastewater treatment plant operators (and such other classifications as may be appropriate) will be required to perform weekend and holiday laboratory duty on a rotating schedule determined in advance by the wastewater superintendent. Compensation for said duty will be as set forth within Section 13.7 of this agreement.
- 13.12** To the extent practicable, the Town agrees to use every effort in emergency situations to call in Town employees qualified to perform the required tasks prior to calling in non-Town personnel.
- 13.13** At the election of an employee, in lieu of payment for overtime, any such employee may opt to earn compensatory time for hours worked under this article. There shall be a cap of thirty-six (36) hours, or the employee's normal work week, whichever is greater, in total accumulated compensatory time off which, for purposes of this section, may be earned by any such employee. All compensatory time off must be used by the end of the fiscal year or said employee may opt for payment of accrued compensatory time, not to exceed thirty-six (36) hours, or the employee's normal work week, whichever is greater. Compensatory time shall be paid on the last pay date in June. Any compensatory time earned during the last week in June will be rolled over to the next fiscal year and not included in the final June pay period pay out of that current year. The

election referred to herein shall be made by the employee on a weekly basis. All compensatory time will be documented.

- 13.14** The Union shall create a list of qualified/eligible Union employees that are willing and available to work overtime events. The list shall have categories for department or task specific events (i.e. Parks related work, Public Works events, etc.) The list shall be updated by the Union twice every six (6) months, with copies forwarded to the applicable department heads. The Union is responsible for maintaining the accuracy of the list. Overtime call backs shall be made in accordance with the provisions of Article 13 first as applicable, and then based on seniority within the specific department, and rotation shall be tracked within each department accordingly.
- 13.15** The Utility Position shall receive shift differential, which shall be \$0.25 per hour for the second shift to be paid when only actually worked.

ARTICLE 14 - PAY FOR WORKING IN OTHER CLASSIFICATION

- 14.1** Any employee who works in a higher classification than his or her own shall receive the pay of the higher classification. Higher classification shall not include crossing from union to management jobs unless requested by management.
- 14.2** No employee, when assigned to a lower classification, shall suffer a reduction in his or her rate.
- 14.3** All job specifications shall be posted.

ARTICLE 15 - OFFICIAL TIME OFF

- 15.1** One delegate shall be granted official time off for State Conventions and Council meetings and also conferences, when they occur.

ARTICLE 16 - HEALTH AND WELFARE

16.1 All employees covered by this Agreement shall be covered by the following individual or family health program dependent upon his or her family status.

- 1. Effective July 1, 2011, all members of Council 94 shall pay twenty percent (20%) as co-payment for their health insurance (including dental).**
- 2. Effective July 1, 2011, all new employees who are members of Council 94 shall be required to participate in the revised health plan as presented during the negotiations. This health plan has a \$250 deductible as well as increased co-payment for various services including the emergency room and general office visits.**

Semi-private Blue Cross/Blue Shield 100 with Major Medical, with \$100.00 deductible, \$1,000,000 maximum and diagnostic rider. Blue Cross/Blue Shield Subscribers Plan shall include the Managed Benefits Program and the \$25.00 Emergency Room Co-payment Provision.

Effective July 1, 2001, all employees who are covered by Healthmate Coast to Coast Plan shall remain in said Plan. In the event an employee elects to be covered by the Classic Blue Plan, or any other plan, then he or she must pay the additional cost, if any, between the cost of Healthmate Coast to Coast and the Classic Blue Plan or other plan. Effective July 1, 2001, all newly hired employees will be provided with the Healthmate Coast to Coast Plan subject to the terms and conditions of the other provisions of this Article.

- 3. Effective January 1, 2015, all employees shall receive individual or family health care coverage under the Town standard health care plan, a summary description of which is attached (hereafter "Standard Health Plan"), on the condition that each employee contributes twenty percent (20%) annually to the cost of the health care coverage. The Standard Health Plan shall have the following design features:**
 - a. \$250 annual deductible plan, the deductible to be paid in full by the employee.**

b. Point of Delivery charges (co-pays): \$15/25 for medical office visits; \$50.00 for "Urgent Care" visits; and \$100.00 for hospital emergency room visits.

c. The employee shall pay twenty percent (20%) of all prescription drugs.

An employee who is hired on or after July 1, 2014, and who thereafter is eligible for and retired, shall be governed by the provisions contained in Article 16.5.

16.2 All employees covered by this agreement shall receive Delta Dental Levels I, II, III and IV Family Coverage. Dependents shall be covered until age twenty-six (26).

16.3 The Town will reimburse up to two-hundred dollars (\$200.00) per calendar year for prescription glasses or lenses for anyone covered under the health care plan.

16.4 All members shall have the following on-the-job accident or injury protection:

Salary to continue during period of incapacity reduced by:

- A. Workers' Compensation
- B. Pension
- C. Social Security Major Medical

Any employee injured on the job who is receiving Workers' Compensation wage benefits shall not be charged with Sick Leave.

16.5 Effective July 1, 1987, any employee who retires shall be allowed to enroll in the Town medical plan, at Town expense. This coverage shall be on an individual plan basis. In the event the employee has a spouse, the Town shall provide an individual plan for the spouse. This provision shall apply to Dental benefits. Effective July 1, 2001, Retirees who attain the age of sixty-five (65) years shall be provided with Blue Cross Plan 65 with the regulation 46 and Major Medical. Any employee retiring on or after July 1, 2011, shall not be entitled to have the Town reimburse them for the cost of the Medicare Part B supplement. They shall continue to be eligible for the Plan 65 supplement subject to the applicable co-payment. For any employee that retires on or after July 1, 2018, the Town will provide individual health and dental coverage, for the employee only, at retirement until age sixty-five (65) or Medicare eligibility, whichever is sooner. Any employee retiring on or after July 1, 2018, once having attained the age of sixty-five (65) or

Medicare eligibility, whichever is sooner, shall not receive any health or dental coverage. Provided, however, spousal coverage may be purchased by the retiree for his/her spouse at the Town's group rate, only if retiree and spouse are married at the time of retirement and shall cease if divorced subsequently unless a Court Decree requires the retiree to provide medical coverage to his/her spouse. Any members of the Union retiring on or after July 1, 2018, once having attained the age of sixty-five (65) or Medicare eligibility, whichever is sooner, shall not receive any health or dental coverage. Provided, however, the retiree may purchase such coverage at the Town's group rate, for himself/herself and for his/her spouse, provided the retiree and spouse are married at the time of retirement and shall cease if divorced subsequently unless a court decree requires the retiree to provide medical coverage to his/her spouse.

- 16.6** The contribution by retirees for the cost of health care (including dental) shall be amended as follows:
- A.** Any person retiring on or after January 1, 2012, shall pay ten percent (10%) of the cost of health care premium.
 - B.** Any person retiring on or after July 1, 2012, shall pay twelve percent (12%) of the cost of health care premium.
 - C.** Any person retiring on or after July 1, 2013, shall pay fifteen percent (15%) of the cost of health care premium.
 - D.** Any person retiring on or after July 1, 2018, shall pay twenty percent (20%) of the cost of the health care premium.
- 16.7** Upon presentation of proof of alternative health care coverage pursuant to a non-Town paid plan satisfactory to the Town, employees eligible for paid health care insurance under this Agreement may choose not to be covered under the Town's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive fifty percent (50%) of the Town's cost for family plan coverage for each full contract year in which they are not covered for family coverage and those dropping individual coverage, the compensation shall be fifty percent (50%) of the Town's cost for individual coverage for each full contract year of non-coverage by a Town plan. For any

employee that retires on or after July 1, 2018, the Town will reimburse the retired employee fifty percent (50%) of the Town's cost of one (1) active individual employee's health and dental coverage, until age sixty-five (65) or Medicare eligible. For each year in which the employee opts under this Section, he/she shall receive no coverage pursuant to this Article, except that employees may opt back into the Plan in the event of a Major Life Event causing loss of alternative coverage, such as death or loss of employment of a spouse. Payments to employees under this provision shall be made at the end of each contract year, in arrears. If an employee has opted back into Town coverage during the course of a contract year, he/she shall be entitled to pro rata payment under this Section for that year. Payment by the Town shall be based upon the cost to the Town of the Plan the employee was enrolled in prior to opting out. Eligible employees must notify the Town of their election no later than June 30.

16.8 In the event that an employee has a spouse also employed with the Town of Narragansett who is eligible to receive health care and dental benefits, said employee shall not be entitled to receive any health and welfare benefits set forth in this Article 16. Rather, said employee shall be paid by the Town an amount equal to fifty percent (50%) of the cost of such benefits.

16.9 The Town reserves the right to change an employee's health and dental plan from a family coverage plan to a single individual plan, or two (2) single individual plans in the case of a surviving spouse, once the employee's dependent(s) are no longer eligible for coverage.

16.10 Employees may elect to waive Delta Dental insurance in the event there exists Medical/Dental reasons that demonstrate the employees would not at any time be in need of services covered by said insurance. In such cases, the employee shall receive the benefit in Article 16 (Health & Welfare) Subsection 16.7 of the Collective Bargaining Agreement.

16.11 Employees shall be eligible for a wellness stipend. The Town shall compensate each eligible bargaining unit member with a five-hundred-dollar (\$500) wellness incentive effective July 1, 2023 through June 30, 2024, effective July 1, 2024 through June 30,

2025, and effective July 1, 2025 through June 30, 2026, provided said bargaining unit member undergoes a physical examination and performs two (2) other wellness activities. Each bargaining unit member must register for the wellness program in the months of July 2023, July 2024, and July 2025 with Human Resources to be eligible for the benefit in those three (3) years. Each eligible bargaining unit member will present evidence of completing qualifying events before they are eligible for the wellness incentive. At the bargaining unit member's request, an employee can waive the wellness stipend, and direct the Town to contribute the stipend to a bargaining unit member's Town approved deferred compensation account. All members receiving health insurance supplied by the Town, or having alternative health insurance coverage, shall be eligible for the wellness stipends.

Examples of wellness/educational activities include: Attendance at the annual Safety & Wellness Fair; annual eye exam; annual dental cleaning/exam; proof of educational or tuition expense; preventative medical exam; register for Doctors Online; complete an online health assessment; complete a wellness activity offered by the Trust/Town; and/or proof of gym membership.

16.12 Medicare Advantage Plan Study - The Town agrees to study/explore, in conjunction with the Union, the implementation of a Medicare Advantage Plan, and necessary supplemental coverage, to provide retiree/retiree spousal health coverage. A report on the feasibility of the implementation of a Medicare Advantage Plan shall be made no later than February 1, 2024. This report will be non-binding/not require the Town to implement. If the Town and the Union agree to implement a Medicare Advantage Plan, a separate Special Purpose Agreement will be negotiated and executed by the parties.

ARTICLE 17 - SICK LEAVE POLICY

- 17.1** All Classified Employees shall be entitled to sick leave after they have completed three (3) months. Sick leave shall be granted to all employees at the rate of one and one-half (1 ½) working day for each full calendar work month of service. Sick leave shall not be granted to employees serving on a temporary or emergency appointment or to persons employed on a contractual basis not to exceed eighteen (18) days per year.
- 17.2** (A). An appointing authority or department head may require satisfactory evidence in support of any request for sick leave pay. An appointing authority or department head may require a physician's certificate in support of any request for sick leave pay in excess of three (3) days. However, a physician's certificate for each sick leave day over an absence of more than five (5) consecutive days must be furnished.
- (B). The Town may require, at its option, a doctor's certificate from any employee returning from sick leave due to a work-related injury certifying the said employee's fitness to return to work. The Town shall pay the customary fees of the employee's physician for any examination required pursuant to this section.
- 17.3** Sick leave with pay may not occur beyond a total of one hundred-eighty (180) days and no employee shall be granted more than one hundred-eighty (180) days sick leave with pay in any one (1) calendar year. A retiring employee shall receive one hundred percent (100%) of his or her accumulated sick leave in the form of a lump sum. Payment shall be made not later than the first pay period following the effective date of retirement. "Such employee is an employee who reached retirement age as provided under Social Security (FICA) or vested interest in the Pension Plan as provided by the Town."
- 17.4** Employees who expire while they are in the employ of the Town shall have one hundred percent (100%) of their accumulated sick leave paid to their estate. The maximum benefit shall be one hundred-eighty (180) days.
- 17.5** Employees shall be paid for all sick leave days accumulated in excess of one hundred-eighty (180) days. This payment shall be on or before December 15 of each year.

- 17.6** Sick leave is hereby defined to mean the absence from duty of any employee because of illness, bodily injury, or exposure to contagious disease.
- 17.7** Any employee who is hospitalized while on vacation shall be allowed to convert that vacation time to sick leave time upon return to work with supporting evidence.
- 17.8** All sick leave shall be accounted for on an hourly basis.
- 17.9** Sick leave shall be for the purpose of permitting an employee to be relieved of his or her duties during actual illness or disability. All employees who, because of illness, cannot report for work as scheduled, shall, except in the case of an emergency, notify their supervisor or other designated person, prior to the commencement of the workday. A failure to notify prior to the commencement of work shall be cause for the disapproval of sick leave for that employee and may be cause for disciplinary action.
- 17.10** Any employee covered under this collective bargaining agreement who becomes injured or ill and remains away from his/her regular employment for a period of eighteen (18) consecutive months due to becoming wholly or partially incapacitated by reason of injuries occurred or sickness contracted during the performance of his/her duties, shall, at the expiration of the eighteen (18) consecutive months, return to duty within thirty (30) calendar days thereafter or shall be deemed physically unfit for duty and therefore unable to return to his/her respective duties. Such persons who do not return to duty within thirty (30) calendar days as aforesaid shall be immediately placed upon a retirement list and shall receive benefits based on the provisions of the Town Pension Ordinance or applicable contractual benefits afforded under this collective bargaining agreement.
- 17.11** The employer will follow The Rhode Island Parental and Family Medical Leave Act RIGL §28-48-1 et. Seq. and Accommodation of Pregnancy - related conditions, RIGL §28-5-7.4, et. Seq.

ARTICLE 18 - BEREAVEMENT LEAVE

- 18.1** Bereavement leave shall be granted for a maximum of three (3) days for a death in the immediate family. Immediate family is defined for the purpose of this article to be: brother, sister, including foster and step relatives of the same degree of kinship, mother and father-in-law, sister and brother-in-law and grandparents. In the event of death of an employee's spouse, child, or parent, five (5) working days with pay shall be granted.
- 18.2** Bereavement leave may also be granted in the case of death of a relative other than the immediate family, as defined above, for the maximum of one (1) day to permit attendance at the funeral provided that the leave shall first be approved by the Town Manager.

ARTICLE 19 - PERSONAL LEAVE

- 19.1** When an employee finds it necessary to be absent for any of the reasons specified in this article, he shall cause the fact to be reported to his/her department head or his/her designee within the two (2) hours after the time set for performing his or her daily duties, except that where a relief employee is required, such notification must be made before the time set for performing his or her duties. Leave may not be granted unless such report has been made.
- 19.2** Three (3) personal leave days shall also be granted each fiscal year to attend to strictly personal matters, provided such leave is approved in advance by the Town Manager or his/her designee.
- 19.3** Personal leave of three (3) days with pay in any one (1) fiscal year may be granted with the approval of the Town Manager or his/her designee. Such leave shall not be charged to sick leave, nor construed as additional vacation time. In the event an employee does not use any sick leave days within a six (6) month period, commencing July 1 through December 31, and then January 1 through June 30 of each fiscal year, he or she shall be

granted one (1) additional personal day off for each such period, to be taken at his or her discretion.

ARTICLE 20 - DISCHARGE AND DISCIPLINE

- 20.1** The Town of Narragansett or its agent, Town Manager, shall have the right to suspend or discharge any new employee during the said probationary period.
- 20.2** With respect to employees who have established their seniority, demotion, discharge, or discipline of any such employee may be made only for just cause and in accordance with the following provisions:
- A.** To avoid arbitrary firings, when a department head is not satisfied with the performance of work of an employee, the employee shall be counseled in the presence of his or her Union Representative, President, Shop Steward or Staff Representative of Council 94, and the Department Head or the Town Manager in order to help improve the employee's performance work.
 - B.** All charges against an employee pertaining to discharge shall be made in writing and signed by the person making the same. One (1) copy of such charge shall be filed with the Personnel Appeal Board, one (1) copy with the Union, and a third copy with the employee against whom the charges have been made.
 - C.** In the event the Town of Narragansett or its agent suspends, disciplines, or discharges any employee as a result of such charge, the Local Union President shall immediately be notified in writing and the matter shall immediately be referred to the second or third step of the grievance procedure and a hearing shall be held as a part of this second or third step.
 - D.** No hearing shall be public except by mutual agreement of the Town of Narragansett or its agent, the Union and the employee involved.
 - E.** A discharged employee shall be represented by the Union, and the Union shall have the right to designate counsel to represent it and the employee. In a like manner, the Town

of Narragansett, or its agent and/or any person filing the charges shall have the right to retain counsel.

- F. A decision, in writing, shall be forthcoming within five (5) calendar days after the termination of the hearing. A copy of such decision shall be immediately furnished by certified mail, return receipt requested, to the Union and to the employees involved.
- G. If at this point the employee is exonerated, he or she will be restored to service without prejudice and shall be compensated for any loss caused by such suspension or discharge.

20.3 In the event the Union feels that the decision of the Personnel Appeal Board is an improper one, it shall have the right to refer the matter to arbitration in accordance with Step 5 of the grievance procedure of this agreement.

20.4 The Town shall have the right to exercise its power with reference to any employee in order to make any department more efficient; and in this connection, the Town Manager shall have the right to discharge any employee he or she feels lacks efficiency in his or her work, or to reduce the number of employees in any department whenever he or she determines that any such department does not need so many employees in it.

ARTICLE 21 - QUARANTINE

21.1 There shall be no loss of salary or sick allowance when any regular employee is subject to quarantine by order of the Health Department for reasons other than the personal illness of the employee.

ARTICLE 22 - COURT LEAVE

22.1 The Employer agrees to make up the difference in an employee's wage between a normal week's wages and compensation received for jury duty.

ARTICLE 23 - MILITARY LEAVE

- 23.1** Any employee who has left or shall leave said position by reason of entering the Armed Forces of the United States (whether through membership in Reserve of the United States Military or Naval Force or in Rhode Island National Guard or In Naval Reserve, or the United States Coast Guard, or by reason of induction), and who has held a position in the Town of Narragansett for one hundred-eighty (180) or more calendar days within the twelve (12) months next preceding such entrance into the Armed Forces is entitled to and is hereby guaranteed military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the Armed Forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the Armed Forces. Reenlistment from a choice by the employee shall serve to cancel such leave.
- 23.2** Any employee on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.
- 23.3** At the conclusion of such military leave of absence, the employee shall be returned to his or her position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year, during such absence, annual leave and sick leave accumulation shall be carried over to the credit of the employee. Employees who, by reason of membership in the United States Military, Naval or Air Reserve or the Rhode Island National Guard or Naval Reserve, or the United States Coast Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State Military Force or special duty as part of the Federal Military Force, shall be granted military training leave with the Town paying the difference between military and Town pay, not to exceed (2) weeks in any one (1) calendar year. Should the employee be required to participate in such training activities for a period

greater than two (2) weeks, he or she shall be granted leave without pay for this purpose.

- 23.4** Employees shall be allowed to purchase, subject to existing rules and requirements, up to a maximum of four (4) years' continuous active-duty military service time. Employees shall be required to furnish the Town with their DD214 Form.

ARTICLE 24 - COMPENSATION

A. EYEGASSES

- 24.1** When an employee has damaged his or her eyeglasses on Town connected work, the Town of Narragansett shall replace such eyeglasses at the discretion of the Department Head.

B. TOOLS

- 24.2** The Town of Narragansett shall supply all tools used by members of the work force and agrees to replace all damaged tools where no negligence on the part of the employee is determined if the original tool is returned. Mechanics/Mechanic Foreman shall receive a tool stipend of two hundred-fifty dollars (\$250.00) per year.

C. CLOTHING ALLOWANCE

- 24.3** A clothing allowance of four hundred-fifty dollars (\$450.00) annually shall be granted to all permanent full-time Police Dispatchers and Animal Control Officers for uniform purchase. The Town shall purchase uniforms, foul weather gear, and work shoes/boots for employees (excepting clerks) in the Parks and Recreation Department, Public Works Department, Water Division, and Wastewater Division. The purchase and replacement schedule for the uniforms, foul weather gear and work shoes/boots shall be at the

discretion of the applicable department head. The Town reserves the right to order said employees to wear the purchased uniforms, foul weather gear, and work shoes/boots at all times while on duty. The employee is responsible for the cleaning and upkeep of all items issued and shall not wear them or use them for personal use. The boot allowance shall be two hundred dollars (\$200.00) per year.

ARTICLE 25 - SAFETY AND HEALTH

- 25.1** The Town of Narragansett or its agent and the Union shall cooperate in the enforcement of safety rules and regulations.
- 25.2** Should an employee complain that his/her work requires him to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the Town of Narragansett.
- 25.3** The Town shall provide protective equipment when needed for the safety of the workers.
- 25.4** The Town shall establish a safety committee including management and union representation for the purpose of promoting a safe work environment within the Town.
- 25.5** The Foreman on the job will require that people under his or her supervision will use available protective equipment and apply safe working procedures.
- 25.6** When an employee is required to plow snow, sand and/or salt for eight (8) hours straight, they shall be granted a thirty (30) minute rest period.

ARTICLE 26 - INCLEMENT WEATHER POLICY

- 26.1** In the event of inclement weather (as defined herein) at the start of a particular work assignment, the division superintendent shall assign inside work to the employees of his or her respective division. Should one (1) or more of the weather conditions listed herein develop during a work assignment, the division superintendent shall decide, based on his or her assessment of the condition and the work assignment, with the Shop

Steward, whether to continue the assignment or direct the employees to return to the garage or other Town building for inside work. This clause shall not be enforced in emergencies as defined herein and by the Town Manager, including but not limited to snowstorms, floods, hurricanes, fire, disasters, etc.

Inclement weather:

1. 100 degrees (100°) or above
2. 5 degrees (5°) or below
3. Rainfall that is steady and/or persistent

ARTICLE 27 - STRIKES AND LOCKOUT

- 27.1** The Union will not cause, call, or sanction strikes, work stoppage or slow down, nor will the Town of Narragansett or its agent lock out its employees during the term of this agreement. The Union agrees to comply with the law as stated in Step 5 of the grievance procedure.
- 27.2** Employees shall not be required to go through picket lines. Employees who do not cross picket lines will not receive pay for that period of time they are absent from work.

ARTICLE 28 – RETIREMENT

- 28.1** All employees covered by this agreement shall continue to receive the Town pension coverage as it exists as of June 30, 2001, and shall continue for the duration of this Agreement.
- 28.2** Employees who retire on or after July 1, 2002, shall annually receive a compounded cost of living adjustment of three percent (3%) effective July 1 of the year in which they turned fifty-eight (58) years old.
- 28.3** Effective July 1, 2004, employees shall contribute nine percent (9%) of their wages including longevity benefits as specified in Article 29 of this Agreement to the retirement

plan. Longevity pay shall be included in the calculation of average final compensation for the purposes of determining the retirement benefit under the Retirement Ordinance.

28.4 The employee shall increase their contribution towards the pension fund as follows:

July 1, 2011	9%
July 1, 2012	10.5%
July 1, 2013	11%

28.5 Effective July 1, 2011, the COLA shall be modified so that it only compounds until the pension benefit reaches thirty-five thousand dollars (\$35,000). Thereafter, it shall be a non-compounding COLA.

28.6 Employees hired on or after July 1, 2011, shall have the following pension benefits. The pension formula will be based upon two percent (2%) per year up to twenty (20) years of service and then increases two and a half percent (2.5%) per year after twenty (20) years.

28.7 Employees hired on or after July 1, 2014, shall be eligible to retire upon the completion of ten (10) years of credited service, provided that such employee has attained the age of sixty-five (65) years, or at any age after completion of twenty-five (25) years of credited service. The amount of unreduced monthly retirement benefit shall be equal to two percent (2%) of the average final compensation multiplied by the member's years of credited service, to a maximum benefit equal to seventy-five percent (75%) of the member's average final compensation. The cost-of-living adjustment for these retirees shall be suspended until 2021 at which time it shall be restored at a rate of three percent (3%) per year non-compounded.

ARTICLE 29 - SALARY AND CLASSIFICATIONS

29.1 Attached hereto and made part thereof shall be an addendum to this contract entitled Schedule A: Salary and Classification. Reflected in this schedule there shall be wage rates for all employees covered by this agreement. Salaries shall be increased as follows:

July 1, 2023	4%
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July 1, 2024 **3%**

July 1, 2025 **3%**

29.2 Longevity shall be for all permanent employees of the bargaining unit who have more than three (3) years of service in the bargaining unit. They shall receive longevity at the increment rates prescribed in the Longevity Table. The Weekly Longevity Increment is a percentage of weekly base pay. Longevity pay shall be added to their weekly pay up to a maximum of thirty (30) years.

The Longevity Table is as follows:

WEEKLY YEARS OF LONGEVITY	
Service Completed	Increment
3	1.0%
4	1.5%
5	2.0%
6	2.5%
7	3.0%
8	3.5%
9	4.0%
10	4.5%
11	5.0%
12	5.5%
13	6.0%
14	6.5%
15	7.0%
16	7.5%
17	8.0%
18	8.5%
19	9.0%
20	9.5%

21	10.0%
22	10.5%
23	11.0%
24	11.5%
25	12.0%
26	12.5%
27	13.0%
28	13.5%
29	14.0%
30	14.5%

29.3 Any increase in salary or other monetary benefits shall become effective in the first full pay period following July 1.

ARTICLE 30 - PEOPLE

30.1 Upon receipt of a voluntary written Individual order from any of its employees covered by this agreement, on forms provided by the Union, the Town of Narragansett will deduct from the pay of said employees those PEOPLE contributions authorized by the employees. A minimum of ten (10) employees in the bargaining unit must participate in order for this article to be effective.

ARTICLE 31 - SEVERABILITY

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

ARTICLE 32 - RECORD OF ACCUMULATED LEAVE

32.1 The Town will post record of accumulated leave three (3) times a year if not printed on paycheck.

ARTICLE 33 - PARITY

33.1 Any additional Health and Welfare or Medical Benefits negotiated or granted by or between the Town and any unit or group of Town employees, excluding School Department Employees, shall become part of this agreement.

ARTICLE 34 - NON-BARGAINING UNIT WORK AND ADDITIONAL POSITIONS AND HOURS OF WORK

34.1 Except as provided for herein, no person outside the bargaining unit shall perform work ordinarily performed by bargaining unit employees. This prohibition shall not apply under the following circumstances:

- A.** Emergency situations as agreed upon by both parties.
- B.** In the event that the absence of a bargaining unit employee exceeds, or is reasonably expected to exceed, ninety (90) days. In this situation, the Town may, at its discretion, hire a replacement employee that shall not be part of the bargaining unit to replace said absent employee for the duration of the absence, except that after six (6) months the employee shall become a member of the bargaining unit and may be laid off subject to the provisions of the agreement upon the return of the bargaining unit employee.

34.2 Except as provided for herein, seasonal employees, except for summer beach personnel performing normal beach functions and the Towers Coordinator, and The Kinney Bungalow Coordinator will not work more than forty (40) hours per week. In the event that the Town determines that additional hours of work are needed, then bargaining

unit employees will be offered the work prior to non-bargaining employees being offered the additional work.

34.3

- A.** During FY 2007-08, the Town will add one (1) full-time bargaining unit employee in the Department of Public Works under the classification of Laborer/Maintenance Person.
- B.** During FY 2007-08, the Town will add two (2) full-time bargaining unit employees in the Parks and Recreation Department, under the classification of Laborer/Maintenance Person.
- C.** During FY 2008-09, the Town will add one (1) full-time bargaining unit employee in the Department of Public Works, under the classification of Laborer/Maintenance Person.
- D.** During FY 2008-09, the Town will add one (1) full-time bargaining unit employee in the Police Department, under the classification of Assistant Animal Control Officer.
- E.** During FY 2009-10, the Town will add one (1) full-time bargaining unit employee in the Police Department, under the classification of Clerk.

34.4

- A.** The hours of work for the two (2) new positions within the Department of Public Works that are classified as Laborer/Maintenance Person shall be consistent with Article 13 of this agreement.
- B.** The hours of work for the two (2) new positions within the Parks and Recreation Department that are classified as Laborer/Maintenance:

1) One (1) employee shall be assigned as follows:

Five (5) consecutive eight (8) hour workdays; Sunday through Thursday, inclusive. Between April 1st and October 31st, the hours of work on Sunday shall be 7:00 am to 3:30 pm, and the hours of work on Monday through Thursday inclusive shall be 12 noon to 8:30 pm, with breaks as provided for within Article 13 of this Agreement. Between November 1st and March 31st, the hours of work on Sunday shall be 8:00 am to 4:30 pm, and the hours of work on Monday through Thursday inclusive shall be 7:00 am to 3:30 pm, with breaks as provided for within Article 13 of this Agreement.

2) One (1) employee shall be assigned as follows:

Five (5) consecutive eight (8) hour workdays; Tuesday through Saturday, inclusive. Between April 1st and October 31st, the hours of work on Saturday shall be 7:00 am to 3:30 pm, and the hours of work on Tuesday through Friday inclusive shall be 12 noon to 8:30 pm, with breaks as provided for within Article 13 of this Agreement. Between November 1st and March 31st, the hours of work on Saturday shall be 8:00 am to 4:30 pm, and the hours of work on Tuesday through Friday inclusive shall be 7:00 am to 3:30 pm, with breaks as provided for within Article 13 of this Agreement.

C. The hours of work for the one (1) new position within the Police Department that is classified as Assistant Animal Control Officer shall be as follows:

Five (5) consecutive eight (8) hour workdays; Thursday through Monday inclusive.

Thursday, Friday, and Monday; 2:00 pm to 10:30 pm, and Saturday and Sunday; 8:00 am to 4:30 pm, with breaks as provided for within Article 13 of this agreement.

D. Any hours worked after 5 pm in Section B and C above shall be subject to shift premium of \$0.25 per hour.

E. The hours of work for the one (1) new position within the Police Department that is classified as Clerk will be consistent with Article 13 of this agreement.

F. Effective July 1, 2014, the Municipal Court Clerk is classified as a Clerk and will be consistent with Article 13 of this agreement.

34.5 The following conditions will apply to the additional full-time bargaining unit positions classified as Laborer/Maintenance Person as created under Article 34.3 above:

A. All of the positions created herein shall be subject to transfer between the Parks and Recreation and Public Works departments (under the same job classification, with appropriate training) at the discretion of management.

ARTICLE 35 - LIFE INSURANCE

- 35.1** All employees shall receive a fifty-thousand-dollar (\$50,000) Group Life Insurance Policy, the premium of which shall be paid by the Town.
- 35.2** All employees who retire shall receive a fifty-thousand-dollar (\$50,000) Group Life Insurance policy, the premium of which shall be paid by the Town.

ARTICLE 36 - MODIFIED DUTY/LIGHT DUTY

- 36.1** An injured employee, an employee out sick, or an employee who is temporarily disabled in any circumstance as a result of an on-the-job injury where he/she is not confined to his/her home and where he/she is determined capable of performing modified duty assignments, shall at the discretion of the Town, be required to work under modified duty status. An injured employee, an employee out sick, or an employee who is temporarily disabled in any circumstance as result of a non-job-related injury where he/she is not confined to his/her home and where he/she is determined capable of performing modified duty assignments, may request to be placed in modified duty status. Any such placement shall be at the discretion of the Town. The following subsections shall apply in either case.
- 36.2** The capability to perform modified duty assignments shall be determined by the employee's physician.
- 36.3** Prior to reporting for modified duty, the employee will be advised in writing as to the type of work he/she must do while on modified duty. The employee's physician will use this work description to determine the employee's eligibility for modified duty. Employees on modified duty shall be allowed to work call back and overtime assignments.
- 36.4** Modified duty assignments shall in no way impede the employee's recovery.
- 36.5** While on modified duty, the employee shall be assigned to his/her regular shift.

- 36.6** The employee will be granted time off for injury-related doctor's visits or physical therapy.
- 36.7** All modified duty assignments are strictly temporary in nature and shall not exceed twelve (12) months in length.
- 36.8** Employees on modified duty assignments are prohibited from engaging in outside employment if such employment would impede the employee's recovery.
- 36.9** Temporary modified duty in no way will restrict the employee from exercising his/her rights under the Federal Medical Leave Act or the Rhode Island Parental and Family Medical leave Act.

ARTICLE 37 – TERMINATION

- 37.1** This agreement shall become effective July 1, 2023 and shall remain in effect for the ensuing years through June 30, 2026 and shall then be automatically renewed for one (1) year unless either party shall give written notice to the other party at least sixty (60) days before the subsequent anniversary date that it desires to negotiate, amend or modify any or all articles or sections of the agreement. In the event such notice shall be given, articles or sections so stated shall be renegotiated as of the beginning of the subsequent year.
- 37.2** All other articles or sections not under negotiations shall remain in full force and effect.

ARTICLE 38 – EVALUATION SYSTEM

- 38.1** Effective July 1, 2014, the Town will implement an employee performance evaluation system. The purpose of the evaluation system is to provide feedback to employees through measurable, objective outcomes. Performance evaluations shall not be used as a disciplinary measure, only to enhance or improve an employee's work performance. Once implemented all employees shall be evaluated on an annual basis.

CONCLUSION

In witness whereof, the parties have hereunto affixed their signatures this 16TH day of FEBRUARY, 2024.

For RI Council 94, AFSCME, AFL-CIO

Local 1179, Town of Narragansett Employees:

For the Town of Narragansett, Rhode Island:

Maura Tutico
Maura Tutico, President
Jennifa A. Lewis, V. President
James A. Conover, SENIOR STAFF REP.

J.R. DEANEY
James R. Deane

Schedule A: Salary and Classifications

	FY 2023-24 (07/01/2023) 4%	Probation	6 Months	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year +
Clerk I	\$21.81	\$24.46	\$25.00	\$25.32	\$25.32	\$25.32	\$25.63	\$25.63	\$0.00
Clerk II	\$0.00	\$25.48	\$26.17	\$26.50	\$26.50	\$26.50	\$26.92	\$26.92	\$0.00
Clerk III	\$0.00	\$0.00	\$27.93	\$28.34	\$28.34	\$28.34	\$28.83	\$28.83	\$0.00
Clerk IV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.25
Deputy Tax Coll/Assessor	\$0.00	\$29.98	\$30.39	\$32.02	\$32.02	\$32.02	\$32.48	\$32.48	\$0.00
Deputy Clerk	\$0.00	\$30.86	\$31.25	\$32.89	\$32.89	\$32.89	\$33.34	\$33.34	\$0.00
Laborer	\$24.32	\$26.49	\$26.97	\$27.30	\$27.30	\$27.30	\$27.60	\$27.60	\$0.00
Maintenance	\$24.32	\$26.49	\$26.97	\$27.30	\$27.30	\$27.30	\$27.60	\$27.60	\$0.00
Truck Driver	\$24.59	\$27.23	\$27.80	\$28.18	\$28.18	\$28.18	\$28.46	\$28.46	\$0.00
Meter Reader/Repair	\$24.59	\$27.23	\$27.80	\$28.18	\$28.18	\$28.18	\$28.46	\$28.46	\$0.00
Utility Person	\$24.59	\$27.23	\$27.80	\$28.18	\$28.18	\$28.18	\$28.46	\$28.46	\$0.00
Dispatcher	\$26.66	\$28.27	\$29.24	\$30.81	\$30.81	\$30.81	\$31.16	\$31.16	\$0.00
Animal Control	\$25.67	\$27.19	\$28.17	\$29.62	\$29.62	\$29.62	\$29.98	\$29.98	\$0.00
Assistant Animal Control Officer	\$24.59	\$27.23	\$27.80	\$28.18	\$28.18	\$28.18	\$28.46	\$28.46	\$0.00
Mechanic	\$26.84	\$27.48	\$28.17	\$29.62	\$29.62	\$29.62	\$29.98	\$29.98	\$0.00
Plant Operator	\$26.84	\$27.48	\$28.17	\$29.62	\$29.62	\$29.62	\$29.98	\$29.98	\$0.00
WW Operator II	\$0.00	\$0.00	\$29.40	\$30.71	\$30.71	\$30.71	\$30.99	\$30.99	\$0.00
Heavy Equip Operator	\$0.00	\$0.00	\$28.17	\$29.62	\$29.62	\$29.62	\$29.98	\$29.98	\$0.00
Arborist	\$0.00	\$0.00	\$28.17	\$29.62	\$29.62	\$29.62	\$29.98	\$29.98	\$0.00
Foreman	\$0.00	\$0.00	\$30.62	\$31.80	\$31.80	\$31.80	\$32.02	\$32.02	\$0.00

Clerk IV must have six (6) years of service as a clerk and currently a Clerk III and the Town Manager approval.

FY 2024-25 (07/01/2024) 3%	Probation	6 Months	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year
Clerk I	\$22.46	\$25.19	\$25.75	\$26.08	\$26.08	\$26.40	\$26.40	\$0.00
Clerk II	\$0.00	\$26.24	\$26.96	\$27.30	\$27.30	\$27.73	\$27.73	\$0.00
Clerk III	\$0.00	\$0.00	\$28.77	\$29.19	\$29.19	\$29.69	\$29.69	\$0.00
Clerk IV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.16
Deputy Tax Coll/Assessor	\$0.00	\$30.88	\$31.30	\$32.98	\$32.98	\$33.45	\$33.45	\$0.00
Deputy Clerk	\$0.00	\$31.79	\$32.19	\$33.88	\$33.88	\$34.34	\$34.34	\$0.00
Laborer	\$25.05	\$27.28	\$27.78	\$28.12	\$28.12	\$28.43	\$28.43	\$0.00
Maintenance	\$25.05	\$27.28	\$27.78	\$28.12	\$28.12	\$28.43	\$28.43	\$0.00
Truck Driver	\$25.33	\$28.05	\$28.63	\$29.03	\$29.03	\$29.31	\$29.31	\$0.00
Meter Reader/Repair	\$25.33	\$28.05	\$28.63	\$29.03	\$29.03	\$29.31	\$29.31	\$0.00
Utility Person	\$25.33	\$28.05	\$28.63	\$29.03	\$29.03	\$29.31	\$29.31	\$0.00
Dispatcher	\$27.46	\$29.12	\$30.12	\$31.73	\$31.73	\$32.09	\$32.09	\$0.00
Animal Control	\$26.44	\$28.01	\$29.02	\$30.51	\$30.51	\$30.88	\$30.88	\$0.00
Assistant Animal Control								
Officer	\$25.33	\$28.05	\$28.63	\$29.03	\$29.03	\$29.31	\$29.31	\$0.00
Mechanic	\$27.65	\$28.30	\$29.02	\$30.51	\$30.51	\$30.88	\$30.88	\$0.00
Plant Operator	\$27.65	\$28.30	\$29.02	\$30.51	\$30.51	\$30.88	\$30.88	\$0.00
WW Operator II	\$0.00	\$0.00	\$30.28	\$31.63	\$31.63	\$31.92	\$31.92	\$0.00
Heavy Equip Operator	\$0.00	\$0.00	\$29.02	\$30.51	\$30.51	\$30.88	\$30.88	\$0.00
Arborist	\$0.00	\$0.00	\$29.02	\$30.51	\$30.51	\$30.88	\$30.88	\$0.00
Foreman	\$0.00	\$0.00	\$31.54	\$32.75	\$32.75	\$32.98	\$32.98	\$0.00

Clerk IV must have six (6) years of service as a clerk and currently a Clerk III and the Town Manager approval.

FY 2025-26 (07/01/2025) 3%	Probation	6 Months	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year +
Clerk I	\$23.13	\$25.95	\$26.52	\$26.86	\$26.86	\$27.19	\$27.19	\$0.00
Clerk II	\$0.00	\$27.03	\$27.77	\$28.12	\$28.12	\$28.56	\$28.56	\$0.00
Clerk III	\$0.00	\$0.00	\$29.63	\$30.07	\$30.07	\$30.58	\$30.58	\$0.00
Clerk IV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.09
Deputy Tax Coll/Assessor	\$0.00	\$31.81	\$32.24	\$33.97	\$33.97	\$34.45	\$34.45	\$0.00
Deputy Clerk	\$0.00	\$32.74	\$33.16	\$34.90	\$34.90	\$35.37	\$35.37	\$0.00
Laborer	\$25.80	\$28.10	\$28.61	\$28.96	\$28.96	\$29.28	\$29.28	\$0.00
Maintenance	\$25.80	\$28.10	\$28.61	\$28.96	\$28.96	\$29.28	\$29.28	\$0.00
Truck Driver	\$26.09	\$28.89	\$29.49	\$29.90	\$29.90	\$30.19	\$30.19	\$0.00
Meter Reader/Repair	\$26.09	\$28.89	\$29.49	\$29.90	\$29.90	\$30.19	\$30.19	\$0.00
Utility Person	\$26.09	\$28.89	\$29.49	\$29.90	\$29.90	\$30.19	\$30.19	\$0.00
Dispatcher	\$28.28	\$29.99	\$31.02	\$32.68	\$32.68	\$33.05	\$33.05	\$0.00
Animal Control	\$27.23	\$28.85	\$29.89	\$31.43	\$31.43	\$31.81	\$31.81	\$0.00
Assistant Animal Control								
Officer	\$26.09	\$28.89	\$29.49	\$29.90	\$29.90	\$30.19	\$30.19	\$0.00
Mechanic	\$28.48	\$29.15	\$29.89	\$31.43	\$31.43	\$31.81	\$31.81	\$0.00
Plant Operator	\$28.48	\$29.15	\$29.89	\$31.43	\$31.43	\$31.81	\$31.81	\$0.00
WW Operator II	\$0.00	\$0.00	\$31.19	\$32.58	\$32.58	\$32.88	\$32.88	\$0.00
Heavy Equip Operator	\$0.00	\$0.00	\$29.89	\$31.43	\$31.43	\$31.81	\$31.81	\$0.00
Arborist	\$0.00	\$0.00	\$29.89	\$31.43	\$31.43	\$31.81	\$31.81	\$0.00
Foreman	\$0.00	\$0.00	\$32.49	\$33.73	\$33.73	\$33.97	\$33.97	\$0.00

Clerk IV must have six (6) years of service as a clerk and currently a Clerk III and the Town Manager approval.

Title: Clerk IV

Nature of Work:

The employee in this position will provide highly skilled clerical support and quality service to taxpayers and the general public in various departments throughout the Town of Narragansett. This employee is directly supervised by the Department Director or designees. The requirements of this position will not hamper the ability to transfer internally when available.

Essential Functions:

1. Provides assistance to taxpayers and the general public via the phone, email or in-person as related to the department; resolves complaints as needed.
2. Completes routine and non-routine administrative responsibilities including but not limited to personnel forms, purchase orders, letters, reports, polices, correspondences, forms, etc. in a timely and efficient manner.
3. Records and maintains files of records as required per town, local, state, or federal procedures or requirements.
4. Prepares and submits department payroll.
5. Assists with the training of full-time staff within the same division.
6. Assists with department budget preparation, research trends, equipment products, etc.
7. Maintains a close liaison with other departments, employees, and supervisors, in matters of mutual concern for all related inter-departmental activities.
8. Administers special programs and departmental procedures; research polices pertaining to department/division functions.
9. Coordinates the scheduling of department/division employees.
10. Satisfactory accomplishes all Department responsibilities.
11. Performs other such duties and responsibilities as may be assigned and are consistent with this position.

Critical Skills, Experience and Knowledge:

1. Skilled in the preparation and maintenance of accurate records and reports.
2. Ability to establish and maintain cooperative working relations with the public and co-workers.
3. Highly skilled in the use of computer-based systems including but not limited to word processing, spread sheets, and database applications.
4. Highly skilled in various bookkeeping functions including but not limited to purchasing procedures, payroll procedures, and accounts receivables which include the ability to operate various office equipment.
5. Ability to understand and follow complex oral and written instructions.
6. Must have the ability to plan and organize with an emphasis to detail, consistency, and accuracy.
7. Ability to supervise and motivate others.
8. Cross-trained in departmental tasks.

Minimum Required Qualifications:

1. HS Diploma or equivalent.
2. Six (6) years' experience as a Clerk III with a letter of recommendation from Department Director and approval from the Town Manager as pursuant to the collective bargaining agreement.
3. A valid driver's license, with no offenses which would prohibit or restrict insurability or bonding by any insurance carrier providing the Town coverage may be required.

Physical Environment/Working Conditions/Physical Demands

1. The work environment is typically within an office setting, although the employee may meet with other employees and agencies in an outside (jobsite) environment.
2. The working conditions (light, noise level, temperature, etc. are typical of (primarily) an office setting.
3. The employee may occasionally lift and/or move objects up to twenty-five (25) pounds.

4. Specific physical abilities include close vision and the ability to use computer monitors for long periods of time, as well as the ability to communicate verbally in person and on the telephone.

Effective Date: 10/16/2012

Town Council Adopted: 10/15/2012

Agenda Item: #7

LETTER OF UNDERSTANDING

The UNION and TOWN agree that the contract language 34.4 (B) be changed to:

- a) One (1) EMPLOYEE SHALL BE ASSIGNED AS FOLLOWS:
Five consecutive eight(8) hour days; Sunday through Thursday, inclusive,

Between April 1st and October 1st the hours of work on Sunday shall be 7:00 am to 3:30 pm, and the hours of work on Monday through Thursday inclusive shall be 9:30 am to 6:00pm, with breaks as provided for within Article 13 of this Agreement.

Between November 1st and March 31st the hours of work on Sunday shall be 7:00am to 3:30pm and the hours of work on Monday through Thursday inclusive shall be 7:00 am to 3:30 pm, with breaks provided for within Article 13 of this agreement.

- b) One (1) EMPLOYEE SHALL BE ASSIGNED AS FOLLOWS:
Five consecutive eight(8) hour days; Tuesday through Saturday, inclusive,

Between April 1st and October 1st the hours of work on Saturday shall be 7:00 am to 3:30 pm, and the hours of work on Tuesday through Friday inclusive shall be 9:30 am to 6:00pm, with breaks as provided for within Article 13 of this Agreement.

Between November 1st and March 31st the hours of work on Saturday shall be 7:00am to 3:30pm and the hours of work on Tuesday through Friday inclusive shall be 7:00 am to 3:30 pm, with breaks provided for within Article 13 of this agreement.

The UNION and the TOWN agree to delete section 34.5

FOR THE UNION:

Gerard E. O'Neil
Gerard E. O'Neil, Attorney/Sr. Business Agent

Kelly Flata
Kelly Flata, President Local 1179

Arthur E. Smith, Jr. 9.20.12
Arthur E. Smith, Jr., Vice President Local 1179

FOR THE TOWN:

[Signature]
[Name, Title]

Town of Narragansett - #01002469 – 0006, 0007, 0009, 0010, 0011 (\$250 Ded)
 Coverage Period: 07/01/2023 - 06/30/2024
 Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
 Blue Cross & Blue Shield of Rhode Island: HealthMate Coast to Coast
 Coverage for: See below Plan Type: PPO



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

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For In Network providers \$250 for an individual plan / \$500 for a family plan. For Out-of-Network providers \$1000 for an individual plan / \$2000 for a family plan.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Doesn't apply to preventive services, services with a fixed dollar copay, prescription drugs and diagnostic testing.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No	You don't have to meet deductible for specific services.
What is the out-of-pocket limit for this plan?	For In Network providers \$750 for an individual plan / \$1500 for a family plan. For Out-of-Network providers \$3000 for an individual plan / \$6000 for a family plan.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No	You can see the specialist you choose without a referral.



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

Common Medical Event	What You Will Pay			Limitations, Exceptions, & Other Important Information
	Services You May Need	In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay; deductible does not apply per visit	20% coinsurance	None
	Specialist visit	\$25 copay; deductible does not apply per visit	20% coinsurance	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge; deductible does not apply	20% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge; deductible does not apply	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.Caremark.com .	Tier 1 generic drugs	20% Coinsurance (Retail and Mail Order); deductible does not apply	Not Covered	CVS Health administers the Pharmacy benefit. All specialty and some non-specialty medications require a Prior Authorization before being dispensed. Frequency of fills are as follows: 30 days for retail; 90 days for mail; 30 days for Specialty. Infertility drugs: 20% coinsurance; deductible does not apply
	Tier 2 preferred brand name drugs	20% Coinsurance (Retail and Mail Order); deductible does not apply	Not Covered	
	Tier 3 non-preferred brand name drugs	20% Coinsurance (Retail and Mail Order); deductible does not apply	Not Covered	
	Tier 4 specialty prescription drugs	20% Coinsurance (CVS Specialty Pharmacy only); deductible does not apply	Not Covered	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Document was last saved: Just now (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is recommended. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Physician/surgeon fees	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Emergency room care	\$100 copay; deductible does not apply per visit	\$100 copay; deductible does not apply per visit	Emergency room: Copay waived if admitted. Air Ambulance: No Charge; Urgent care: Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received.
If you need immediate medical attention	Emergency medical transportation	\$50 copay; deductible does not apply per trip	\$50 copay; deductible does not apply per trip	
	Urgent care	\$50 copay; deductible does not apply per urgent care center visit	\$50 copay; deductible does not apply per urgent care center visit	
	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	Preauthorization is recommended; 45 day limit at an inpatient rehabilitation facility; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
If you have a hospital stay	Physician/surgeon fee	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Outpatient services	\$15 copay; deductible does not apply/office visit No Charge for outpatient services	20% coinsurance/office visit 20% coinsurance for outpatient services	Notification of admission may be required for certain Out-of-Network services.
	Inpatient services	No Charge	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you are pregnant	Office visits	\$25 copay; deductible does not apply per visit	20% coinsurance	Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance	Preauthorization is recommended
	Rehabilitation services	20% coinsurance	20% coinsurance	Services include Physical, Occupational and Speech Therapy; limited to 30 visits each (combined for in and out of network); No charge for services to treat autism spectrum disorder and are not subject to visit limits.
	Habilitation services	20% coinsurance	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Skilled nursing care	No Charge	20% coinsurance	Preauthorization is recommended; Custodial care is not covered
	Durable medical equipment	20% coinsurance	20% coinsurance	Preauthorization is recommended for certain services. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Hospice service	No Charge	20% coinsurance	None
	Children's eye exam	\$25 copay; deductible does not apply per visit	20% coinsurance	Limited to one routine eye exam per year.
If your child needs dental or eye care	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

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

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

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

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

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

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

Does this plan provide Minimum Essential Coverage? Yes.

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

Does this plan meet Minimum Value Standards? Yes.

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

Language Access Services:

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

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

如果需要中文的帮助，请拨打这个号码 1-800-639-2227.

Dinekehgo shika al'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 \$250
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Specialist office visits (prenatal care)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (ultrasounds and blood work)
 Specialist visit (anesthesia)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$250
Copayments	\$20
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$330

Managing Joe's type 2 Diabetes

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

- The plan's overall deductible \$250
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Primary care physician office visits (including disease education)
 Diagnostic tests (blood work)
 Prescription drugs
 Durable medical equipment (glucose meter)

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$250
Copayments	\$110
Coinsurance	\$390
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$770

Mia's Simple Fracture

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

- The plan's overall deductible \$250
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Emergency room care (including medical supplies)
 Diagnostic test (x-ray)
 Durable medical equipment (crutches)
 Rehabilitation services (physical therapy)

Total Example Cost \$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$250
Copayments	\$200
Coinsurance	\$70
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$520

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



Benefits Summary

TOWN OF NARRAGANSETT

Group Number: 5885-0261

Delta Dental PPO Plus Premier™

Annual Maximum

\$1,200

Elective Orthodontic Lifetime Maximum

\$1,200

Maximum Lifetime Cap

Unlimited

Carry Over Max: \$250

In Network Bonus: \$100

Carry Over Limit: \$1200

Deductible

Individual: \$0

Family: \$0

Dependent Coverage

Dependent children are covered under these benefits up until the end of the year that they turn 18.

P Pre-treatment Estimate Recommended

A Prior Authorization Required

See back page for additional information

Plan pays 100%; Member Coinsurance 0%

- Oral exams once per calendar year performed by a general dentist
- Cleaning twice per calendar year
- Fluoride treatment for children under age 18 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 unrescoured permanent molars
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings, composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers: unilateral space maintainers once per lifetime for lost deciduous (baby) teeth; bilateral 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 (IV) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth one procedure per tooth per lifetime.
- Crowns over natural teeth, build ups, posts and cores replacement limited to once every 60 months
- Repairs to existing partial or complete dentures once per calendar year
- Replacing crowns or bridges once every 60 months
- Relining or rebasing of partial or complete dentures once every 60 months

Plan pays 50%; Member Coinsurance 50%

- Bridges and crowns over implants replacement limited to once every 60 months
- Partial and complete denture replacement limited to once every 60 months
- Root planing and scaling once per quadrant every 34 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
- Periodontal maintenance following active therapy two per year

Plan pays 50%; Member Coinsurance 50%

- Elective braces and related services for dependent children under the age of 18. Subject to a lifetime maximum. No pre-approval required.

This is a summary of benefits. The information shown here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each service. Refer to the Certificate of Coverage for the full plan terms. The Certificate includes any limitations or exclusions not seen here. For a complete listing of frequencies and limitations go to deltadentalri.com/ri. To be covered, services must be dentally necessary and appropriate as per our review guidelines.

Note: If covered, crowns, bridges, partials and complete dentures are paid when the permanent structure is inserted (created) by the dentist. Member coverage must be active on the date that the permanent structure is inserted and payment is based on benefits available on that day – for example, if the member's annual maximum has been paid prior to the insertion of the permanent structure the service will not be paid.

* Time limits on services (e.g. 6, 12, 24, 36, or 60 months) are figured to the exact day. Services are then covered the following day. For example, when a service is covered once every 12 months, if the service was done on July 1, it will not be covered again until the following year on July 2 or after.

Out-of-Network Coverage

You have the freedom to choose any dentist, but it is important to know that your out-of-pocket costs may be higher when you visit a dentist who does not participate in our network. Non-participating dentists have not agreed to accept the Delta Dental allowance as payment in full, so services from a non-participating dentist may cost you more. You may also have to pay the dentist at the time of service and file a claim yourself. To be eligible, all claims must be filed within one year of the date of service. To find a participating dentist near you, use our Find a Dentist tool at deltadentalri.com.

How to Find a Dentist

When you choose from Delta Dental's extensive network of dentists, you're sure to find one that's right for you. Visit deltadentalri.com to use our online Find a Dentist tool. You can see if your current dentist is in our network or look for a new participating dentist by searching by name, location or specialty. Enter your address or other criteria important to you (extended hours, languages spoken, etc.), and our tool will return a list of participating dentists that meet your needs – as well as maps and driving directions.

Beyond Benefits

When you visit us at deltadentalri.com, you can access a wealth of important dental health information and manage your plan by:

- Checking your benefits and claims
- Reviewing your deductibles and maximums
- Using our Find A Dentist tool to find a dentist in your area

Notice of Nondiscrimination and Accessibility Policy

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

Español (Spanish): ATENCIÓN. Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llámese al 1-800-643-3552.

Português (Portuguese): ATENÇÃO. Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-643-3552.

TOWN OF NARRAGANSETT- DEP 26

Group Number: 5885-0252
Delta Dental PPO Plus Premier™

Annual Maximum
\$1,200

Elective Orthodontic Lifetime Maximum
\$1,200

Maximum Lifetime Cap
Unlimited
Carry Over Max: \$250
In Network Bonus: \$100
Carry Over Limit: \$1200

Deductible
Individual \$0
Family \$0

Dependent Coverage
Dependent children are covered under these benefits up until the end of the year that they turn 26.

P Pre-treatment Estimate Recommended
A Prior Authorization Required

See back page for additional information >

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 composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Space maintainers unilateral space maintainers once per lifetime for lost deciduous (baby) teeth. Bilateral 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.
- Crowns over natural teeth, build ups, posts and cores replacement limited to once every 60 months
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasement or refining of partial or complete dentures once every 60 months

Plan pays 50%; Member Coinsurance 50%

- Bridges and crowns over implants replacement limited to once every 60 months
- Partial and complete dentures replacement limited to once every 60 months
- 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
- Periodontal maintenance following active therapy two per year

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.

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Note: This plan does not include a missing tooth clause. In addition, if covered, crowns, bridges, partials and complete dentures are paid when the permanent structure is inserted (seated) by the dentist. Member coverage must be active on the date that the permanent structure is inserted and payment is based on benefits available on that day — for example, if the member's annual maximum has been paid prior to the insertion of the permanent structure, the service will not be paid.

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