

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF SOUTH KINGSTOWN

AND

**LOCAL 489, INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS**

July 1, 2009 – June 30, 2012

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Pursuant to the Public Laws of the State of Rhode Island, 1963, entitled "An Act to Provide for Settlement of Disputes concerning the provisions of Chapter 54 of the Public Laws of the State of Rhode Island Wages and Rates of Pay and other Terms and Conditions of Employment of Employees of Police Departments", this Agreement is made and entered into this _____ day of _____, 2009, by and between the Town of South Kingstown (hereinafter "Town") and International Brotherhood of Police Officers, Local 489 (hereinafter "IBPO").

PREAMBLE

Pursuant to the provisions of said Chapter 54 of the Public Laws of Rhode Island, 1963, reference to which has previously been made, the Town recognizes that the full-time police officers of the Town have the statutory right to bargain collectively with the Town and to be represented by an organization in such collective bargaining as to wages, hours, rates of pay, working conditions and other terms and conditions of employment.

Nothing herein contained shall be construed to limit the right of the Town to regulate, manage and control the Police Department of the Town except as modified by the terms of this contract and except as specifically directed by said Chapter 54 of the Public Laws of Rhode Island, 1963, reference to which has previously been made.

This Agreement is subject to the provisions of said Chapter 54 of the Public Laws of Rhode Island, 1963, wherein the full-time police officers who are subject to its terms shall have no right to engage in any work stoppage, slowdown or strike.

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The word "employee" when used in this Agreement shall mean all full-time police officers, from the rank of patrol person up to but not including the rank of chief.

ARTICLE I

SECTION 1. RECOGNITION

The Town recognizes the IBPO as the exclusive bargaining agent for all full-time police officers from the rank of patrol person up to but not including the rank of chief, for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, working conditions and other terms and conditions of employment.

The rights of the Town and employees of the police department shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

SECTION 2. EMPLOYMENT SECURITY

The Town agrees not to discharge or discriminate in any way against any employee of the police department for membership or legitimate activities in the IBPO.

SECTION 3. UNION SECURITY AND DUES DEDUCTION

All permanent members of the police department shall have the right to join or refrain from joining Local 489, International Brotherhood of Police Officers. Any employee who chooses not to join Local 489, International Brotherhood of Police Officers, and who is covered by the terms of this Agreement shall, however, be required to pay to Local 489, International Brotherhood of Police Officers, a service charge as a

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contribution toward the negotiation and administration of the collective bargaining agreement in an amount equal to the membership dues and assessments of said organization.

The treasurer of the IBPO shall certify the amount of membership dues and assessments to the Town Manager. The Town shall thereafter deduct such dues and assessments each month from the salaries of all employees covered by this Agreement and remit this amount to the IBPO treasurer.

It is understood that the Town is not responsible for the application or use of such membership dues and the IBPO agrees to hold harmless and indemnify the Town to the extent the Town may be liable for the misuse of such membership dues.

SECTION 4. TIME OFF FOR BARGAINING

All employees covered by this Agreement who are officers of the IBPO or who are appointed by the IBPO as members of said Union's Collective Bargaining Negotiation Committee [not to exceed three (3)] shall be allowed time off with pay for official IBPO business in negotiations and/or conference with the Town Administration and without the requirement to make up said time. In no event shall more than three (3) employees be allowed such time off with pay.

Nothing in the foregoing paragraph shall be construed as limiting said Union's Negotiating Committee to three (3) members, but no more than three (3) members shall be allowed time off with pay.

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SECTION 5. TIME OFF FOR IBPO BUSINESS

No more than two employees covered by this Agreement who are members of the Executive Board of the IBPO and are on duty at the time of any meeting shall, with the permission of the Commanding Officer, be allowed time off with pay for all regular monthly meetings of the Executive Board of the IBPO and all regular meetings of the IBPO; such time off shall not exceed four (4) hours per meeting.

Time off under the foregoing provisions shall be with pay and without the requirement to make up said time.

ARTICLE II

SECTION 1. MANAGEMENT RIGHTS

The Town shall retain the right to issue through the Chief of Police rules and regulations governing the internal conduct of the police department as long as said rules and regulations do not conflict with the terms and conditions of this Agreement and provided that any changes in the department's rules and regulations from the date of the execution of this Agreement shall be in accordance with the Town Charter.

ARTICLE III

SECTION 1. SENIORITY

- A. Seniority of employees shall be computed according to continuous service in each rank, except for patrol persons, where seniority shall be computed according to continuous service from the date of the original employment by the Town at the start of said employee's training period; provided, however, as to any employee

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whose employment is interrupted for active service in the Armed Forces of the United States, such service shall be considered as part of said employee's continuous service; and provided further that such service shall not be considered as continuous service if such employee re-enlists or continues his/her military service after the time of his/her original service period.

- B. In computing seniority, the same shall be based upon the employee's length of employment as a police officer. Prior service with the Town in some other department shall not be considered in determining the employee's seniority within the police department.
- C. In the event that more than one employee has the same seniority or was promoted on the same day, determination of seniority shall be made by the Chief of Police. Such seniority shall then remain in effect while that officer maintains said position or rank.

ARTICLE IV

SECTION 1. VACANCIES - PATROL OFFICER'S RANKS

As far as possible, the police department shall continue to anticipate and plan for filling vacancies in the rank of patrol officer as now covered by Ordinance and Department Order.

Mid-year shift changes shall be made within thirty (30) days following the posting of the vacancy pursuant to Article VI, Section 2H. of the collective bargaining agreement.

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SECTION 2. VACANCIES - OFFICER'S RANKS

As far as possible, the police department shall continue to anticipate and plan for filling vacancies in the officers' ranks as such ranks are or may be established by Town Ordinance. The Town shall make promotions as soon as reasonable after a vacancy occurs.

SECTION 3. PROMOTIONS

Promotions to the ranks of Sergeant, Lieutenant and Captain within the police department shall be made on a competitive basis as prescribed by the regulations of the police department.

Any member of the police department who was accepted into the department without the requirement of a high school education shall be permitted to take any examination for promotion to higher rank even though Departmental Rules and Regulations may presently or in the future require a high school education in order to take such examination.

ARTICLE V

SECTION 1. DUTIES

The duties of the members of the police department shall be as set forth by State law, Town ordinances and the Department rules and regulations, but nothing herein shall be deemed to abrogate the power of the Town Council to vary organizational structure of the police department.

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SECTION 2. DETAIL TO OTHER DEPARTMENTS

The Town agrees that employees of the police department whose duties are as defined in Article V, Section 1 above, shall be detailed to other departments of the Town for the performance of police duties only.

ARTICLE VI

SECTION 1. HOURS

The regular work schedule for employees of the police department covered by this Agreement shall consist of four (4) days on and two (2) days off, to be worked in eight (8) hour continuous hours of duty including a one-half (1/2) hour for lunch on each tour of duty.

Except in emergency situations, the hours of an employee's normal tour of duty shall not be changed without his/her receiving at least eight (8) hours advance notice. The provision, however, shall not affect the right of the police department to "call back" as provided elsewhere in this Agreement.

Failure to give such notice shall not excuse an employee from reporting for duty, but such failure shall be construed as a call back subject to all of the provisions of this Agreement dealing with "call back" pay.

SECTION 2. SHIFTS

A. During the term of this Agreement, the Police Department shall maintain five (5) permanent shifts covering each 24-hour period as follows:

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First Shift	0700-1500 Hours
Second Shift	1500-2300 Hours
Third Shift	2300-0700 Hours
Fourth Shift	1100-1900 Hours
Fifth Shift	1900-0300 Hours

The fourth shift will be under the direction of the first shift OIC.

The fifth shift will be under the direction of the second shift OIC.

Minimum staffing levels per shift shall be as follows:

1st and 3rd shifts 1 Lt. and 8 patrol slots consisting of either Sgt. or Patrol Officer rank;

2nd shift to include 1 Lt. and 9 patrol slots consisting of either Sgt. or Patrol Officer rank;

If manned, 4th or 5th shift to include 2 Patrol Officers.

Deployment requirements for the five (5) permanent shifts shall be determined by the Police Chief on an annual basis in accordance with Paragraph C of this Article. Should the fourth shift not be manned, personnel will be assigned to first shift duty. Should the fifth shift not be manned, personnel will be assigned to the second shift. Movement of personnel from or to the fourth or fifth shift shall require a minimum one (1) month notice. A vacancy on the fourth or fifth shift shall be deemed to have occurred only when an officer has bid off the shift.

The Police Chief shall also determine the hours of the regular work schedule (5/2 to 4/2) for each position within the Detective Division and for the Administrative Assistant to the Police Chief in accordance with Paragraph B of this Article.

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Officers permanently assigned to a 5/2 schedule shall receive ten (10) days additional pay and seven (7) days of paid leave time off annually.

Payments for the additional ten (10) days shall be paid in the first pay period in December. Officers assigned to a 5/2 schedule after July 1st shall receive compensation on a prorated basis. Officers assigned to a 5/2 schedule after the first pay period in December shall receive said compensation in the second pay period following permanent assignment. In the event an officer shall terminate his/her employment or accept reassignment to a 4/2 schedule, prior to June 30th, then the officer shall be responsible to reimburse the Town the prorated portion.

Paid leave time shall be credited on July 1st in the amount of seven (7) days.

Subject to the same conditions as presented in Paragraph A above.

- B. Placement on these shifts will be made on the basis of a yearly bid system, by seniority. This bid system shall be instituted in June of each year for the upcoming contract year.
- C. Upon the execution of this Agreement, and yearly thereafter, thirty (30) days prior to June 1, the Town shall post a copy of the official seniority list in the roll call room.

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- D. All employees shall have thirty (30) days to request corrections or changes in the list as posted, otherwise at the conclusion of the thirty (30) day period the seniority list shall become the official list for the ensuing year.
- E. Seniority shall be determined according to Article III, Section 1, above.
- F. All officers prior to their first anniversary date shall be placed on shifts at the discretion of the Chief of Police to assure their proper training. At the end of this one-year period, such officers shall be placed on shifts according to the bid system that is in effect. The Chief will give at least one (1) week notice prior to changing the shift of a probationary officer. Probationary officers shall be defined as an entry-level patrol officer.
- G. Should any conflict arise during the bidding process, it shall be resolved on the basis of seniority according to Article III, Section 1, above.
- H. All yearly bids shall be binding on the officer for the contract year, except in those situations where vacancies in other shifts arise and require filling. In this situation, the following system shall be instituted:
 - (1) All vacancies shall be posted for four (4) days.
 - (2) Notifications of such openings shall be mailed by registered mail to all off-duty officers who may be on extended vacation or absent for any reason when said officers have provided the Chief of Police with their names and mailing addresses in order to be so notified. Officers interested in the vacancy will submit in writing their application for said vacancy to the Chief of Police.
- I. A senior officer whose bid has been accepted may reject the position or benefit at his/her discretion without explanation and any such rejection shall not be

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construed as a waiver of seniority rights in any subsequent situation where seniority would prevail.

- J. Nothing in this Agreement shall be construed as to limit, interfere with, or otherwise challenge the management right of the Town through the Public Safety Director and/or the Chief of Police by means of any police department memorandum, standing order, or change in the Police Department Rules and Regulations to transfer any department member from any shift to another shift at the discretion of the Public Safety Director and/or the Chief of Police for any reason, when such transfer is in the best interest and conducive to the harmony, productivity and good order and discipline of the police department.

SECTION 3. OVERTIME

All employees covered by this Agreement who are required to perform police duties (except time spent in collective bargaining and voluntary search and rescue missions) in excess of their normal work schedule, as agreed to by the parties, shall be paid at the rate of time and one-half (1 1/2) their regular hourly rate of pay or at their option shall receive compensatory leave at the overtime rate.

The first fifteen (15) minutes of each hour of overtime and compensatory time shall be compensated as fifteen (15) minutes at the overtime rate.

With respect to required or mandated training, all employees involved shall be compensated for a minimum of two (2) hours at the overtime rate of time and one half.

The IBPO recognizes the value and benefit as well as the cost of elective training for department members. The IBPO further recognizes the need for all department

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members to participate in voluntary, sanctioned departmental training including seminars and other professional development. In order for the department to continue its proactive training schedule, it is agreed that members will receive compensatory time in lieu of pay on a straight time, hour for hour basis when participating in elective training sanctioned by the Chief. Straight compensatory leave pay shall also apply to honor guard service.

It is agreed that compensatory time taken will not create overtime. No more than two officers will be allowed off at any given time unless approved by the Chief. Effective July 1, 2001, it is agreed that compensatory time taken will not create overtime, and no more than three officers will be allowed off at any given time unless approved by the Chief.

Bargaining unit members may accumulate a maximum of ten days of compensatory time. Any unused comp leave balance as of June 30th of the fiscal year may not be carried forward to the next fiscal year. Employees will be paid for unused compensatory time at the end of the fiscal year and for available comp leave at the time of retirement, disability, or other termination from service. Notwithstanding the foregoing, comp time earned after June 1 may be carried through August 15.

SECTION 4. CALL BACK PAY

All employees covered by this Agreement who are called back to duty shall be compensated for at least four (4) hours at the rate of time and one-half as established by Article XII, Section 2. hereof.

Scheduled departmental work details shall not be considered "Call Back." These details shall be compensated at a rate of time and one-half for actual hours worked. In

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addition, officers must contact the on-duty OIC within two (2) hours of the scheduled detail to confirm the status of an overtime assignment. If the detail is subsequently canceled, the officer shall be compensated for one (1) hour's pay at a rate of time and one-half.

SECTION 5. SUBSTITUTIONS

- A. It is agreed that any employee covered by this Agreement who wishes to change his/her days off may either ask his/her superior in charge to change his/her days off, or he/she shall have the right to substitute with an employee of equal rank on his/her relief with the permission of his/her commanding officer, provided that a notice of not less than twenty-four (24) hours is given to the commanding officer.
- B. All employees covered by this Agreement shall be permitted to substitute with employees of equal rank on their platoon concerning vacations; provided that the employee seeking a substitution secures the permission of the Chief of the Department at least one (1) week in advance of said substitution.

SECTION 6. MANNING

- Effective July 1, 2002, a five-person minimum staff per shift for all shifts Sunday at 0700 hours through Thursday shift ending at 1500 hours.
- A six-person minimum staff per shift for all shifts between Thursday at 1500 hours through shift ending Sunday at 0700 hours.
- Officers-in-training (prior to graduation from RI Police Academy) shall be included in minimum staffing determination when on active duty within the Town.

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SECTION 7. OIC FILL-INS

When a shift supervisor takes time off, the slot will not be filled by another supervisor unless there is no supervisor scheduled to work on the shift where the vacancy occurs.

ARTICLE VII

SECTION 1. VACATIONS

- A. Vacation leave shall be allowed and considered earned by the employee who had completed the following number of years of service with the Town with pay in accordance with the following schedule:

YEARS OF SERVICE *	ACCRUAL RATE PER PAY PERIOD	YEAR ACCUMULATION
0 to 4 years	0.50	13 days
5 to 9 years	0.61	16 days
10 to 14 years	0.80	21 days
15 years or more	0.96	25 days

* the anniversary date of appointment shall be used to determine years of service for all employees with more than five (5) years of service; for employees with less than five (5) years of service, years of service shall be determined based on the number of full years served as of July 1.

- B. Any employee who leaves the employ of the Town having to his/her credit unused vacation leave shall be compensated therefor for each unused day at the then current daily rate of pay, daily rate of pay being 1/243.3 of the employee's annual

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salary, including longevity. The foregoing shall not apply to any employee who leaves the employ of the Town during his/her first year of employment.

- C. Vacation leave shall be granted as above provided and the employee shall be encouraged to take his/her full vacation time during the contract year in which it is accumulated. In the event an employee has not used his/her full accumulated vacation leave, any unused portion shall be carried forward; provided, however, that said accumulation shall not exceed thirty (30) working days. In any instance where an accumulation of unused vacation leave would exceed thirty (30) working days and the employee has taken at least sixteen (16) vacation days during the contract year, such employee will be paid for the accumulated days in excess of thirty (30) at his/her daily rate of pay in the second pay check of July following the end of the contract year. Daily rate of pay is to be the daily rate applicable in the contract year immediately preceding the date of payment.
- D. No vacation leave shall be granted for a period exceeding twenty (20) consecutive full working days at any one time without the consent of the Chief of the police department and provided further that the scheduling of such vacation does not conflict with the needs of the police department.
- E. Employees shall be notified no less than twice a year of the amount of his/her vacation entitlement and of his/her sick leave entitlement under the provisions of Article IX hereof.
- F. Vacation leaves may be scheduled and may be taken at any time during the entire calendar year with permission of the Chief of Police.

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SECTION 2. SENIORITY

Vacations shall be granted by bureaus according to rank and then according to seniority in the department.

SECTION 3. PAID HOLIDAYS

The following holidays shall be paid holidays for all employees of the police department:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
2nd Monday in August	Christmas Day

Any declared National or State Holiday for unusual events given to other employees of the Town.

All employees shall have the option to either take an additional day off for any of the foregoing named holidays, whether worked or not, or be paid as hereinafter set forth.

In exercising the foregoing option, each employee qualifying to elect the option shall, in writing, by March 1 of each year notify the Chief of the Department of his/her election to either take additional days off for the foregoing holidays or to be paid for the same. No employee shall be entitled to elect time off for some days and pay for other days, but rather such election shall be either to have additional time off for all of the

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foregoing holidays or receive an additional day's pay as defined above for each of the foregoing holidays.

In the event an employee elects to take additional days off for the foregoing holidays, the days off shall be agreed upon between the employee and the Chief of the Police Department. In the event an employee elects to receive an extra day's pay for the foregoing holidays, the same shall be paid to the employee at the end of the pay period during which said holiday occurs.

Unused holidays may be converted to vacation leave on the last day of the fiscal year for the purposes of carrying forward this leave time as long as the maximum accrual of the employee's vacation leave does not exceed 30 days. In the case where this would occur, the employee will receive compensation for all days in excess of the 30-day maximum accrual during the last pay period of the fiscal year.

ARTICLE VIII

SECTION 1. CLOTHING ALLOWANCE

All permanent members of the police department covered by this Agreement shall receive a complete initial issue and receive full replacement of all uniforms and equipment, including footwear, overshoes, insulated boots and gloves, based on need, with the approval of the Chief of the Department or his/her representative.

All employees in the Detective Division and all officers authorized by the Police Chief to wear civilian business attire "plain clothes" for their normal duty assignment shall receive a clothing allowance of Six Hundred Fifty and 00/100 (\$650.00) per contract year. The Town will continue to provide the same clothing allowance to the

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existing Administrative Captain and Prosecution Officer as long as they remain in their current position.

In the event an officer shall terminate his/her employment prior to June 30th, then the officer shall be responsible to reimburse the Town the prorated portion.

An officer who is permanently transferred mid-year to a “plain clothes” assignment will receive a clothing allowance on a prorated basis.

In the case of a temporary “plain clothes” assignment lasting in duration for at least six consecutive months, the Police Chief shall have the discretion to grant the employee with a clothing allowance in accordance with the same provisions of a mid-year permanent transfer on a prorated basis.

SECTION 2. CLEANING EXPENSES

The Town will provide cleaning for all uniformed members of the department based on the following schedule for departmental issued clothing:

- 5 shirts per week
- 1 pair trousers per week
- 1 blouse per week for 16 weeks
- 1 reefer with liner every 2 weeks for 8 weeks
- 1 blue jacket 16 times per year

The Town will provide cleaning for all members of the department required to wear civilian clothing in the performance of their duty based on the following schedule:

- 5 shirts per week
- 1 pair trousers per week
- 1 suit jacket or sport coat per week
- 1 overcoat, top-coat or raincoat once a month for 5 months

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SECTION 3. GROOMING STANDARDS

The Town will provide for the wearing of mustaches by all members of the department so choosing through an amendment to the Departmental rules and regulations enacted by Ordinance with grooming standards to be set up in said Ordinance at the discretion of the Chief of Police.

SECTION 4. WEAPONS QUALIFICATIONS

The Town shall provide for all members of the department to qualify with their weapons on a basis of every six (6) months.

ARTICLE IX

SECTION 1. SICK LEAVE

All employees covered by this Agreement shall receive .18 days of sick leave on the first day of the fiscal year and shall receive .57 days for sick leave purposes per pay period throughout the fiscal year, to accumulate to a maximum of fifteen (15) days per fiscal year.

All employees shall be allowed to accumulate unused sick leave time up to a maximum of two hundred (200) days. The Town further agrees to buy back any unused sick days over the accumulated two hundred (200) days that an employee has on the books on June 30 of the fiscal year. Payment shall be made at the rate of seventy-five (75) percent of the employee's daily rate of pay as of June 30 (as defined

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in Section 4 Severance Pay) and shall be paid in a lump sum no later than the second pay day thereafter.

Sick leave must be used in one-half day increments. However, in instances where an employee requires the use of sick leave after working a part of a regular shift, he/she shall be charged in minimum one-hour increments for actual hours used. The OIC shall have discretion to fill for the vacancy. If the vacancy created is less than four hours, any officer called voluntarily to duty shall be paid only for actual hours worked.

SECTION 2. REASONS FOR SICK LEAVE

A. Sick leave for members of the Police Department shall be granted for the following defined reasons:

- (1) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his/her present position.
- (2) Enforced quarantine when established and declared by the Department of Health and other competent authority for the period of such quarantine only.
- (3) The Chief of the Police Department may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided the employee involved has been told on the occasion of his/her last prior absence for sickness that such evidence might be required for any future sick leave request.
- (4) Attendance upon members of the family within the household of the employee whose illness requires the care of such employee, provided that no more than

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seven (7) working days, with pay, shall be granted to the employee for this purpose in any one (1) quarter nor more than fifteen (15) working days in any one (1) fiscal year.

B. The following leaves shall be granted, but shall not be deducted from sick leave:

(1) Death of a mother, father, spouse, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, or other member of the immediate household, provided that in such cases the leave shall not extend more than one (1) day beyond the date of burial of said deceased person, and provided further that in the case of employees of the Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.

(2) Each employee shall be entitled during each contract year to have off two (2) working days for personal purposes without any need of explanation on his/her part, provided that he/she has notified the Chief of the Police Department at least twenty-four (24) hours in advance of the commencement of this time off.

SECTION 3. PREGNANCY DISABILITY

An officer physically disabled from performing her normal job responsibilities as a result of pregnancy shall be treated in the same manner as an officer physically disabled from performing his/her normal job responsibilities due to other personal

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illness or physical incapacity, including the right to leave without pay after the exhaustion of sick leave if still disabled without loss of seniority.

SECTION 4. SEVERANCE PAY

At the time of an employee's retirement from the South Kingstown Police Department, he/she shall be entitled to receive in a lump sum, seventy-five (75%) percent of his/her accrued unused sick leave. Any employee forced to retire due to permanent disability, health reasons or other honorable reasons, shall be entitled to receive in a lump sum one hundred (100%) percent of his/her accrued unused sick leave.

In determining the amount to be paid, the number of unused accumulative days of sick leave shall be multiplied by the employee's then current daily rate of pay, which shall be 1/243.3 of the employee's annual salary including longevity.

SECTION 5. OFFICER IN NEED

Any employee covered by this agreement who is in need and who has not previously abused his/her sick leave and has exhausted all paid leave may be eligible to receive donated sick leave from fellow officers. The IBPO shall appoint a two-person committee to collectively assist and aid the Town Manager in making decisions regarding the use of donated sick leave, provided, however, that the Town Manager's decision shall be final. Employees who receive said donated sick leave shall not be required to reimburse employees who make said donations or to pay back the Town.

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SECTION 6. SICK LEAVE INCENTIVE

Employees who do not discharge any sick leave during any calendar quarter shall receive one-half day of administrative leave (no cash value).

ARTICLE X

SECTION 1. INJURIES

Members of the police department who are injured in the line of duty shall receive full salary while their incapacity exists or until they are placed on disability retirement. All injuries and recurrence of injuries shall be reported as required by the Department regulations.

The Town agrees that an employee will be considered as injured in the line of duty if such injury occurs any time while such employee is actually performing police work for and on behalf of the Town, even though said employee may not actually be on his/her regular tour of duty.

The Town further agrees to provide reimbursement for articles of personal property lost or damaged by individual members of the department through no negligence on their part while in the performance of their duty.

The Town further agrees that once an employee reports for work, he/she is actually on duty and shall be covered under this section for any injuries sustained until his/her tour of duty is completed.

SECTION 2. MEDICAL CARE FOR INJURIES

Medical for those injured in the line of duty shall be as follows:

- A. Those employees covered by this Agreement injured in the line of duty whose condition requires hospitalization shall have the right to select their own hospital and their own physician or chiropractic physician. The choice shall be made by the injured person or if his/her condition prevents him/her from making his/her choice, by the officer in charge. The employee shall at all times have the right to change physician or chiropractic physician. If the injured employee requires hospitalization and medical treatment outside the State of Rhode Island, he/she shall first secure the permission of the Chief of the Department for same, which permission shall not be unreasonably withheld.
- B. In other cases involving injuries in the line of duty which do not require hospitalization, the injured individual shall have the right to be treated by a physician of his/her own choice; provided, however that written notice of such choice is given by the employee to the Police Department surgeon.
- C. When a member has suffered a minor injury in the line of duty which does not require the care of a physician, a written report on the injury and treatment shall be made by the employee involved to the Chief of the Department in accordance with regulations.
- D. When a member has suffered an injury in the line of duty and subsequently claims a recurrence of that injury, he/she shall then be examined by the Police Department surgeon.

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If the Police Department surgeon finds that the present condition is not related to the previous injury, the member shall then be entitled to be examined by the physician who attended him/her for the original injury. If the opinion of the member's private physician is in conflict with that of the Police Department surgeon as to whether or not the member's condition is a recurrence of a previous injury in the line of duty, then a third physician mutually agreeable to the Police Department surgeon and the member's physician shall examine said member, and the opinion of the physician so selected shall be conclusive on the parties. If it is finally determined that said injury is a recurrence of a previous injury in the line of duty, the Police Department shall be responsible for payment of the member's medical expenses.

The opinions of all physicians and surgeons involved shall be in writing and shall be delivered to the Chief of the Department with a copy thereof to the employee involved.

SECTION 3. MEDICAL EXPENSES FOR INJURIES OR ILLNESS IN THE LINE OF DUTY

The Town agrees to pay for all expenses as set forth in Section 45-19-1, R.I.G.L., 1956, as amended, and further agrees that the time lost by said employee as the result of any injury received or sickness contracted in the performance of said employee's duty shall not be deducted from said employee's sick leave provided for in ARTICLE IX.

SECTION 4. MEDICAL EXPENSES FOR EMPLOYEE'S FAMILY

Subject to the approval of the Chief of the Department, the Town agrees to pay all expenses for inoculation or immunization shots for members of an employee's family

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residing in his/her household when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee had been exposed to said disease in the line of duty.

SECTION 5. LIFE INSURANCE

The Town shall provide life insurance upon the life of each member of the Department in the amount of Fifty Thousand (\$50,000.00) Dollars and Accidental Death/Dismemberment coverage in the amount of Fifty Thousand (\$50,000.00) Dollars.

SECTION 6. SOCIAL SECURITY

The Town shall continue to provide F.I.C.A. contributions for all members of the Department to include any new rate increase.

SECTION 7. SURVIVOR BENEFITS

- A. Upon the death of an employee covered under this Agreement, the Town will pay to the widow/widower all accrued vacation time, sick leave, and compensatory time owed to the employee.
- B. The Town will further provide medical insurance to the widow/widower of an employee killed in the line of duty. Said medical insurance shall continue for a period of ten (10) years following the death of the employee and shall be the same coverage then available if the employee were an active member of the Department. Notwithstanding the foregoing, the Town may cease coverage if the widow/widower remarries during said ten-year period.

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SECTION 8. DISABILITY RETIREMENT

Any member of the Police Department who becomes wholly or partially incapacitated by reason of injuries incurred or sickness contracted during the performance of their duties for a period of not less than 18 months during a 21 consecutive month period may, at the discretion of the Town, be placed on a disability retirement status in accordance with the Rhode Island General Assembly Laws pertaining to police retirement.

ARTICLE XI

SECTION 1. RULES AND REGULATIONS

The Town agrees to furnish each new member of the Police Department with a complete set of Rules and Regulations governing the Police Department within 30 days of his/her appointment.

ARTICLE XII

SECTION 1. SALARIES

Salaries for employees covered by this Agreement commencing July 1, 2009 shall be in accordance with Appendix A attached hereto and made a part hereof.

Any employee, including employees in the Detective Division, who is required to be on stand-by shall be compensated therefore at the rate of time and one-half (1 1/2) per hour; provided however, that in those instances where the Town provides an officer with an electronic paging device, it shall be excused from any payment.

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A patrol officer shall receive the entry (probationary) rate of pay until he/she completes a probationary period of not less than one year and is appointed to permanent status with the Department. The first step salary increase shall be made at the time a patrol officer becomes a permanent member. Each succeeding step increase shall be made on the anniversary date of the hire.

SECTION 2. OVERTIME COMPENSATION

All compensation for time and one-half (1 1/2) covered by this Agreement shall be determined on the basis of combining all longevity payments to the base salary set forth in Section 1 above.

SECTION 3. LONGEVITY SCHEDULE

	<u>Currently</u>	<u>Effective July 1, 2010</u>	<u>Effective July 1, 2011</u>
Five (5) years of service but less than ten (10) years*	3 percent	3.5 percent	4 percent
Ten (10) years of service but less than fifteen (15) years*	5 percent	5.5 percent	6 percent
Fifteen (15) years of service but less than twenty (20) years*	7 percent	7.5 percent	8 percent
Twenty (20) years of service or more*	9 percent	9.5 percent	10 percent

*The anniversary date of appointment shall be used to determine years of service for purposes of this section.

ARTICLE XIII

SECTION 1. GRIEVANCE PROCEDURE

Alleged grievances of members of the Police Department in respect to wages, rates of pay, working conditions or other terms or conditions of employment set forth in this Agreement and which arise under this Agreement or in connection with the interpretation thereof shall be handled in accordance with the following procedure:

- A. An individual having a grievance shall present his/her grievance to his/her shift commander who shall answer said grievance within ten (10) days of receipt thereof. Every effort shall be made to resolve the grievance on this level before resorting to any further formal grievance procedures. If the grievant is not satisfied with the decision of his/her shift commander, he/she shall refer the grievance to the Executive Board of the IBPO.
- B. The Executive Board of the IBPO shall within five (5) days of receipt of said grievance arrange for the individual to present his/her alleged grievance at a meeting of the Executive Board. It shall be the responsibility of the Executive Board to determine the justification of the alleged grievance. If in the judgment of the Executive Board the nature of the alleged grievance justifies further action, it shall, through the President and Vice President of the IBPO, present the grievance in writing to the Chief of the Police Department.
- C. The Chief of the Police Department or his/her delegate shall meet with the President or Vice President of the IBPO within five (5) days of receipt of a request from said Officer of the IBPO. If either party feels it is necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Chief of

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the Police Department and the President or Vice President of the IBPO for the purpose of testifying on the grievance. Within five (5) days (unless otherwise agreed upon) of the first meeting between the Chief of the Police Department and the President or Vice President of the IBPO, the Chief shall render his/her decision in writing, a copy of the same to be delivered to the President or Vice President of the IBPO.

- D. If the decision of the Chief of the Police Department is not acceptable to the IBPO, the grievance shall be referred to the Town Manager who shall meet the President or Vice President of the IBPO within five (5) days of receipt of a written request from said officer of the IBPO. If either party feels it necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Town Manager and the President or Vice President of the IBPO for the purpose of testifying on the grievance. Within five (5) days (unless otherwise agreed upon) of the first meeting between the Town Manager and the President or Vice President of the IBPO, the Town Manager shall render his/her decision in writing, a copy of the same to be delivered to the President or Vice President of the IBPO.
- E. If the decision of the Town Manager is not acceptable to the IBPO, a committee shall be created for the purpose of arriving at a final resolution of the problem. This Committee shall be composed in the following manner:
- The Chief of the Police Department or some person designated by him/her as his/her representative; the President of the IBPO or a member of that organization so designated by the President of the IBPO; a third disinterested member who shall be agreed upon by the first two members. If agreement cannot be reached

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on the third member within five (5) days of the decision to follow this procedure, the IBPO may request the assignment of an arbitrator by the American Arbitration Association.

The decision rendered by this committee shall be submitted to the Town Manager and shall be binding in nature as to all matters. Fees and necessary expenses of the neutral member shall be borne equally by the parties.

- F. In addition to the foregoing grievance procedure, the IBPO shall have the right to bring a grievance on behalf of any employee covered by this Agreement or on its own behalf; provided, however, that said grievance shall be approved by and signed by at least sixty (60%) percent of the employees covered by this Agreement. This requirement is imposed since there are members of the IBPO who are not covered by this Agreement.

In any case where the grievance is brought by the IBPO as above provided, it shall be presented to the Chief of the Police Department under Paragraph C above, and the grievance shall then be processed thereafter in accordance with the provisions of Paragraphs D and E above.

- G. At any step in the grievance procedure if the party charged with making a decision has not made the same within the specified time, the grievance shall be advanced to the next step in the grievance procedure.

ARTICLE XIV

SECTION 1. MEDICAL INSURANCE

Effective July 1, 2006 all employees covered by this agreement shall be covered by Healthmate Coast-to-Coast, or equivalent, family or individual health plan dependent on marital status with prescription coverage of \$5/\$20/\$30. A summary of benefits provided under the current Healthmate plan is attached as Appendix B. (Note: Revisions in Health Care Benefits for FY 2010 forward are as follows:

- \$100 Emergency Room co-payment if not admitted to a hospital within 24 hours;

The Town shall pay for family or individual coverage, as the case may be, in Delta Dental Plan, Level II with an annual benefit level of \$1,200.00.

The Town agrees to provide the foregoing medical coverage for any employee who is retired as the result of disability incurred in the line of duty.

It is agreed that the Town may elect to substitute equivalent medical or dental coverage to the existing Blue Cross/Blue Shield or Delta Dental plans through alternate medical or dental insurers. Any proposed change in medical or dental plans will be discussed with the IBPO.

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SECTION 2. EMPLOYEE CO-SHARE

Employees hired before July 1, 2002 shall be required effective January 1, 2007 to contribute a five percent (5%) co-share toward the cost of health care premiums or working rate. Effective January 1, 2011, the employee co-share shall increase to ten percent (10%) of health care premiums or working rate and effective January 1, 2012, the employee co-share shall increase to fifteen percent (15%) of health care premiums or working rate. The employee co-share shall be made through regular bi-weekly payroll deduction and, if permitted under IRS regulations, shall be made on a pre-tax basis.

Employees hired on or after July 1, 2002 shall be required to contribute a twenty percent (20%) co-share toward the cost of health care premiums or working rate. The employee co-share shall be made through regular bi-weekly payroll deduction and, if permitted under IRS regulations, shall be made on a pre-tax basis.

Members of the bargaining unit who retire on or after July 1, 2006 will receive the same health care benefits (excluding dental coverage) as employees covered by this Agreement until they reach age 65. All employees retiring on or after July 1, 2007 shall contribute seventy percent (70%) of the health care premium co-share that he/she was paying as an active employee at the time of their retirement. (Example: A member who retires with a five percent (5%) co-share would pay seventy percent (70%) of the five percent (5%) co-share in retirement, and those paying twenty percent (20%) at the time of retirement would pay seventy percent (70%) of the twenty percent (20%) co-share in retirement) If any such retired employee has an alternative medical plan available

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through their spouse or new employer (s), then the Town shall not be required to provide a health care plan. Retired employees shall be required to sign an affidavit pertaining to the availability of alternative medical coverage on an annual basis.

For the purposes of this agreement, an alternative medical plan shall be defined as a health care plan that is reasonably comparable, but not necessarily equal in health care benefits. Should the alternative medical plan require a higher cost employee co-share of health care premium than required through the Town Health Care Plan, the Town shall have the option of reimbursing the retiree the difference in the two health care co-share costs, or in maintaining the retiree on the Town's Health Care Plan. In the event that a retiree's alternative health care plan becomes unavailable to the retiree, the Town will reinstate the retiree's health care benefits through the Town's Health Care Plan. The reinstated member will be responsible for employee co-share payments, provided the retired member was responsible for a co-share payment at the time of retirement, or in accordance with the provisions of the prior paragraph.

SECTION 3. BUYBACK

Any member who has coverage or is eligible for coverage under another health insurance plan may elect to waive the Town health plan and receive an annual payment equal to thirty percent (30%) of the value of the health care premium or working rate. Members responsible for a health care co-share who participate in the buyback program will receive thirty percent (30%) of the employer's share of the premium or

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working rate. Such payment will be pro-rated over bi-weekly pay periods throughout the fiscal year.

Any member may elect to waive the Town dental plan and receive an annual payment equal to thirty percent (30%) of the cost of the dental premium or working rate. Members responsible for a health care co-share who participate in the buyback program will receive thirty percent (30%) of the employer's share of the premium or working rate. Such payment will be pro-rated over bi-weekly pay periods throughout the fiscal year.

Members electing to participate in either the health and/or the dental buyback program shall deliver a signed, witnessed waiver form to the Personnel Office prior to each June 15th.

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

- (1) Except as provided in (2) below, reinstatement may be effective only at the beginning of the plan year (July 1) and application must be made in writing to the Personnel Office no later than June 15.
- (2) Reinstatement may be requested during the plan year if such request is due to loss of the other coverage for reasons beyond the member's control. A request for mid-year reinstatement must be made in writing to the Personnel Office. If the request is approved by the insurer, reinstatement shall be effective the first of the month which is at least fifteen (15) calendar days following such approval.

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

SECTION 4. HEALTH INSURER PLAN CHANGES

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

ARTICLE XV

SECTION 1. COURT ATTENDANCE

All employees with the exception of the Chief of the Department who are called for court attendance shall be compensated at the rate of time and one-half (1 1/2) as determined in accordance with the provisions of Article VI, Section 3 and Article XII, Section 2 hereof for a minimum of four (4) hours. In addition, any employee who uses his/her personal automobile shall be compensated therefore at the rate of twelve (12) cents per mile.

ARTICLE XVI

SECTION 1. DEPARTMENT FILL-INS

All permanent Department members will have first choice for all Department fill-ins. With respect to fill-ins which are necessitated by an employee's election to have compensatory time off for holidays, any Department member filling in for such day shall be paid at the rate of time and one-half (1 1/2) excluding the Chief, regardless of the number of hours he/she may have worked during said week. For all fill-ins above the rank of patrol person, if no permanent member elects to fill for said day, the Chief of the Department shall fill in for said officer with a person of equal rank or higher rank, said person to be paid time and one-half (1 1/2) regardless of the number of hours such person may have worked during said week.

Whenever a senior patrol person is assigned as a temporary officer in charge, either on a full or partial shift, he/she will be paid at a sergeant's rate of pay for that shift. If the sergeant's rate of pay is lower than the senior officer's current rate of pay, then the officer shall be paid at the lieutenant's rate of pay for that shift.

SECTION 2. SPECIAL DETAILS

All outside details paid from municipal accounts, other than the Police Department's accounts, shall be paid according to the following hourly rates:

- A minimum of one hour's pay will be granted for any scheduled municipal work detail that is canceled less than two hours before the start of the scheduled detail.

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- All non-municipal outside details shall be billed and paid based on the following hourly rates:

Effective July 1, 2006:	Harbor Patrol	\$20.39	Town Details	\$22.00
Effective Jan 1, 2010:	Harbor Patrol	\$21.39	Town Details	\$23.00
Effective Jan 1, 2011:	Harbor Patrol	\$22.39	Town Details	\$24.00
Effective Jan 1, 2012:	Harbor Patrol	\$23.39	Town Details	\$25.00

Labor Group	Work Detail	7/1/2009 to 12/31/2009	1/1/2010 to 12/31/2010	1/1/2011 to 12/31/2011	1/1/2012 to 6/30/2012
	Town Road Projects	\$ 24.60	\$ 25.60	\$ 26.60	\$ 27.60
IBPO	Commercial/Schools	\$24/ \$22.30	\$25/ \$23.23	\$25/ \$23.23	\$25/ \$23.23
Non-union	Commercial/Schools	\$24/ \$21.00	\$25/ \$21.87	\$25/ \$21.87	\$25/ \$21.87
IBPO	State Rd/TC/ Liquor	\$34/ \$31.58	\$35/ \$32.53	\$36/ \$33.46	\$37/ \$34.39
Non-union	State Rd/TC/ Liquor	\$34/ \$29.80	\$35/ \$30.62	\$36/ \$31.50	\$37/ \$32.37

The University will determine hourly rates for University of Rhode Island details. However, at no time will the rate of pay for members of the South Kingstown Police Department be lower than the rate of pay for the highest paid department working that particular detail. The rate paid by the University will serve as the billed rate.

ARTICLE XVII

SECTION 1. CARS

- Members covered by this Agreement shall not be required to wash, clean, vacuum or sweep any patrol car or other vehicle used by the Department.
- The Town shall make all reasonable efforts to replace marked patrol vehicles at the time they have traveled ninety thousand (90,000) miles.

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Should any vehicle not be replaced prior to its traveling 90,000 miles, the Town agrees to take the said vehicle to an outside garage, acceptable to both the Town and the IBPO, for an inspection and appraisal of the vehicle's condition. Said inspection shall be used as a means of determining whether the vehicle should be deadlined or remain in active service.

SECTION 2. AUTOMOTIVE EQUIPMENT

Prior to the operation of a motor vehicle by an officer assigned to the same, he/she shall first make a complete inspection of the condition of such motor vehicle. If he/she finds that such motor vehicle or its equipment is defective or inoperative to such an extent as to render his/her use of such equipment or motor vehicle dangerous to himself/herself, he/she shall cause the defects to be recorded on the day sheet and shall apprise his/her superior officer of the same. If his/her superior officer determines that the motor vehicle or its equipment is defective to such an extent as to render its use dangerous to the officer, such officer shall not be required to operate such motor vehicle. If no other motor vehicle is available for patrol, then such officer shall be assigned to other duty. At no time, except in an emergency, shall a motor vehicle be assigned to patrol duty without communication equipment functioning and operative therein.

The foregoing provisions of this section shall be subject to review pursuant to the grievance provisions of this Agreement.

ARTICLE XVIII

SECTION 1. FAMILY MEDICAL EXPENSE

- A. The Town hereby agrees that it will pay all medical expenses and hospital expenses for members not otherwise covered by insurance of any employee's immediate family who contract a contagious disease where such contagious disease may reasonably be considered to have been transmitted by the employee to such member of his/her family or is incurred by such family members as the result of said employee's exposure to said disease in the line of duty.
- B. The Town further agrees that it will pay all medical expenses, doctor's fees and other related expenses on behalf of any employee covered by this Agreement who was placed on disability where such expenses are incurred as a result of the injuries or illness which caused said employee to be placed on disability or which related to any recurrence of said injury or illness for which he/she was placed on disability; provided, however, that there shall be deducted there from any amounts which the employee may receive of Blue Cross coverage.

ARTICLE XIX

SECTION 1. POLICE OFFICER'S BILL OF RIGHTS

- A. Whenever a police officer is a suspect in any criminal or departmental matter and is being questioned concerning the same, he/she must be informed of the name, rank and command of each person present while he/she is being questioned.
- B. No threats, promises or coercion may be used at any time during the interrogation of a police officer while he/she is a suspect in a criminal or departmental matter.

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- C. When interrogating any police officer who is a suspect in a criminal or departmental matter, said interrogation may, at the request of the police officer, be recorded either mechanically or by departmental stenographer and a copy thereof shall be furnished to such police officer upon his/her request.
- D. If a police officer is under arrest or likely to be arrested, or a suspect in a criminal investigation, he/she shall be afforded the same constitutional rights as are accorded to a civilian, including, but not limited to, the right to counsel and the right to remain silent and shall be notified of these rights before any questioning commences.
- E. When any police officer has been charged with any violation of departmental regulations, no public statement shall be made concerning the violation or the alleged violation.

ARTICLE XX

SECTION 1. NO STRIKE CLAUSE

In consideration of the right of employees covered by this Agreement to a resolution of disputed questions under the Grievance Procedures hereinbefore set forth, the IBPO, for itself and for all employees covered by this Agreement, hereby agrees that no employee covered by this Agreement shall have any right to engage in any work stoppage, slowdown or strike and that if any such work stoppage, slowdown or strike shall take place, it will immediately notify such employee so engaging in such unauthorized activities to cease and desist and shall publicly declare that such work stoppage, slowdown or strike is illegal and unauthorized.

ARTICLE XXI

SECTION 1. LEGAL ASSISTANCE AND INDEMNIFICATION

In the event any employee covered by this Agreement is sued in any civil proceeding as the result of actions performed by said employee in the performance of his/her duties as an employee of the Town, the Town of South Kingstown agrees to provide such employee with all necessary legal assistance, and further agrees to pay any judgment rendered against such employee, provided such actions are not wanton, reckless, malicious or grossly negligent.

The provision of this Article shall be deemed to have been complied with as long as the Town has in effect the existing (or their equivalent) insurance policies for Comprehensive General Liability Insurance with coverage up to One Million (\$1,000,000) Dollars and including the employees as named insured while acting within the scope of their duties. The Town shall within thirty (30) days of this Agreement post in the Day Room a copy of any such insurance policies as information for bargaining unit members.

ARTICLE XXII

SECTION 1. 25/20 YEAR RETIREMENT PLAN

All full time members of the Bargaining Unit shall be members of the Municipal Employees Retirement System Optional Retirement Plan for Police & Fire Fighters (R.I. General Laws 45-21.2).

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Effective July 1, 1993, all full time members of the bargaining unit having twenty years of service shall be eligible for retirement and receipt of benefits pursuant to Municipal Employees Retirement System Optional Retirement Plan for Police & Fire Fighters. In accordance with the provisions of 45-21-52 (3) Plan C, the Plan shall provide an annual cost-of-living adjustment of three (3) percent of the retirement allowance for members retiring after January 1, 1993. The employee retirement contribution shall be at the rate of nine (9%) percent of salary.

Specific provisions of said Retirement Plan for Bargaining Unit Members are as follows:

- Upon retirement from service pursuant to Subdivision A, B or E, or 45-21.2-5, a member of the South Kingstown Police Dept. (Bargaining Unit) shall receive a retirement allowance which shall be a life Annuity to be distributed in accordance with Rhode Island General Laws and which shall be an amount equal to the sum of two-and-one-half percent (2.5%) of final compensation multiplied by the years of service accrued after July 1, 1993, and two percent (2%) of final compensation multiplied by the years of service accrued prior to July 1, 1993.
- The annual retirement allowance in no event shall exceed 75% of final compensation.

ARTICLE XXIII

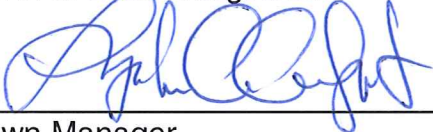
SECTION 1. DURATION OF AGREEMENT

This Agreement shall be for the term beginning July 1, 2009 and ending June 30, 2012.

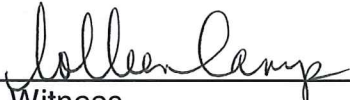
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IN WITNESS WHEREOF, the Town of South Kingstown has caused this instrument to be executed and its corporate seal to be affixed by Stephen A. Alfred its Town Manager duly authorized by the Town Council of the Town of South Kingstown as of the day and year first above written and the IBPO Local 489, has caused this instrument to be signed by its President, Damon Borrelli, duly authorized as of the day and year first above written.

Town of South Kingstown



Town Manager



Witness

Local 489, International Brotherhood of Police Officers
Negotiating Committee



President



Witness

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Appendix A
 Salary Schedule

		7/1/09-6/30/2010	7/1/10-6/30/11	7/1/11-6/30/12
		0%	2.25%	2.25%
CAPTAIN	ENTRY	64,053	65,494.19	66,967.81
LIEUTENANT	ENTRY	60,098	61,450.21	62,832.84
SERGEANT	ENTRY	56,378	57,646.51	58,943.56
PATROL OFFICER	ENTRY	38,508	39,374.43	40,260.35
	YEAR 1	40,114	41,016.57	41,939.14
	YEAR 2	41,718	42,656.66	43,616.43
	YEAR 3	43,771	44,755.85	45,762.86
	YEAR 4	45,901	46,933.77	47,989.78
	YEAR 5	53,878	55,090.26	56,329.77

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Contract Years FY 2009-2010 – 2011-2012**

Appendix B

Health Care Plan Summary of Benefits For IBPO Local 489

This Appendix is meant strictly for informational purposes only and is not intended to reflect the entire plan.

SUMMARY OF BENEFITS

This is a summary of our coverage levels under this agreement. It includes information about *copayments*, *deductibles*, and some benefit limits. This summary is intended to give you a general understanding of the coverage available under this agreement. **For more detailed information, please read Section 3.0 for the description of coverage for each particular covered health care service along with the related exclusions, and Section 5.0 for a list of general exclusions.** Words or phrases used throughout this agreement that are in italics are defined in Section 8.0 - Glossary.

IMPORTANT NOTE: All of our payments at the benefit levels noted below are based upon a fee schedule called our *allowance*. If you receive services from a *network provider*, the *provider* has agreed to accept our *allowance* as payment in full for *covered health care services*, excluding your *copayments*, *deductible*, and the difference between the *maximum benefit* and our *allowance*, if any. If you receive *covered health care services* from a *non-network provider*, you will be responsible for the *provider's charge*. You will then be reimbursed based on the lesser of the *provider's charge*, our *allowance*, or the *maximum benefit*; less any *copayments* and/or *deductibles*. The *deductible*, *maximum out-of-pocket expense*, and *plan lifetime maximums* are calculated based on the lower of our *allowance* or the *provider's charge*, unless otherwise specifically stated in this agreement.

* *Preauthorization* is recommended for this service. If you do not obtain *preauthorization* and the services are determined to be not *medically necessary* or the setting where services were received is determined to be inappropriate, we will not cover these services. *Network providers* are responsible for obtaining *preauthorization* for all applicable *covered health care services*. When the *provider* is *non-network*, you are responsible for obtaining *preauthorization*. If you receive services from a *provider* that participates with an out of state Blue Cross or Blue Shield *plan*, you are responsible for obtaining *preauthorization*. See Section 8.0 - definition of *preauthorization* for details.

***Copayment* amounts applicable to this benefit will not accumulate to the *maximum out-of-pocket expense*. This benefit level will not increase due to having satisfied the *maximum out-of-pocket expense* through other benefits. See Section 8.0 - Glossary for the definition of *maximum out-of-pocket expense*.

DEPENDENT AGE LIMITS	
Dependent Age	See Section 2.1 – Who is Eligible for Coverage.
Dependent Children	Unmarried dependent children are covered until January 1 st following their 19 th birthday.
Dependent Students	Unmarried dependent children are covered until January 1 st following their 25 th birthday when enrolled as a student and financially dependent upon you. If student status ends, coverage will end the first day of the month following the end of student status.

Continued		Summary of Medical Benefits		See Important Note from First Page	
			Level of Coverage		
Type of Service	Section	Benefit Limit	Network Provider	Non-Network Provider	
SUMMARY OF MEDICAL BENEFITS					
Deductible/Maximum Out-of-Pocket Expense/Plan Lifetime Maximum		Type of Contract		Network Provider	
Deductible		Single		None	
		Family		None	
		Single		None	
		Family		None	
Maximum Out-of-Pocket Expense (Deductible, prescription drug copayments, and office visit copayments do not apply.)		Single		None	
		Family		None	
<i>Copayment amounts for the services marked with a double asterisk (**) in the Summary of Medical Benefits DO NOT apply to the maximum out-of-pocket expense.</i>					
Plan Lifetime Maximum		Per Member		Unlimited	
			Level of Coverage		
Type of Service	Section	Benefit Limit	Network Provider	Non-Network Provider	
Ambulance	3.1				
• Ground	3.1		80% coverage	80% coverage** <i>Deductible does not apply.</i>	
• Air/water	3.1	Up to the <i>maximum benefit</i> of \$3,000 per occurrence.	80% coverage	80% coverage** <i>Deductible does not apply.</i>	
Behavioral Health	3.2				
Mental Health Services	3.2				
• <i>Inpatient</i> *	3.2	Unlimited days at a <i>general hospital</i> or a <i>specialty hospital</i> .	100% coverage	After <i>deductible</i> 80% coverage	
• <i>Outpatient</i> , in a <i>Provider's</i> office, or in your home	3.2	30 visits per <i>member</i> per <i>calendar year</i> . Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.	100% coverage less \$15 <i>copayment</i> per individual session/\$10 <i>copayment</i> per group session.	After <i>deductible</i> 80% coverage less \$15 <i>copayment</i> per individual session/\$10 <i>copayment</i> per group session.	

Continued	Summary of Medical Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Level of Coverage	
			Network Provider	Non-Network Provider
• Intermediate Care Services *	3.2	See Section 3.2 for details and limitations applicable to partial <i>hospital program</i> , intensive <i>outpatient program</i> , adult intensive services, and child and family intensive treatment.	100% coverage	After deductible 80% coverage
Chemical Dependency Treatment	3.2			
• Inpatient *	3.2	Detoxification: 5 admissions or 30 days per <i>calendar year</i> , which ever comes first. Rehabilitation: 30 days per <i>calendar year</i> .	100% coverage	After deductible 80% coverage
• Outpatient, In a Chemical - Dependency Treatment Facility, In a Provider's office, or in your home	3.2	30 hours per member per <i>calendar year</i> . Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.	100% coverage less \$15 copayment per individual session/\$10 copayment per group session.	After deductible 80% coverage less \$15 copayment per individual session/\$10 copayment per group session.
• Intermediate Care Services *	3.2	See Section 3.2 for details and limitations applicable to partial <i>hospital program</i> and intensive <i>outpatient programs</i> .	100% coverage	After deductible 80% coverage
Cardiac Rehabilitation	3.3			
• Outpatient	3.3	Benefit is limited to 18 weeks or 36 visits (whichever occurs first) per covered episode. See Section 3.3 for details.	80% coverage	After deductible 80% coverage**
Chemotherapy Services	3.32			
• Inpatient	3.32		100% coverage	After deductible 80% coverage
• Outpatient	3.32	Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.	100% coverage	After deductible 80% coverage
• In a doctor's office	3.32	Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.	100% coverage	After deductible 80% coverage
Chiropractic Medicine	3.4	12 visits per <i>calendar year</i> .	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.

Continued	Summary of Medical Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Level of Coverage	
			Network Provider	Non-Network Provider
Consultations in the Hospital	3.5	Must be requested by <i>doctor</i> in charge of your care.	100% coverage	After deductible 80% coverage
Contraceptive Drugs and Devices	3.6	Coverage varies based on type of contraceptive service. See Section 3.6. Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.		
Diabetic Equipment/Supplies	3.7			
<ul style="list-style-type: none"> Diabetic equipment/ supplies provided by a licensed medical supply <i>provider</i> (other than a pharmacy). 	3.7	See Section 3.7 for limitations.	80% coverage	After deductible 80% coverage**
<ul style="list-style-type: none"> Diabetic equipment/ supplies purchased at a retail pharmacy. 	3.7	See the Summary of Pharmacy Benefits for benefit limits and level of coverage.		
Diagnostic Imaging*, Lab, and Machine Tests	3.8	<i>Preauthorization</i> is recommended for certain diagnostic imaging services. See Section 3.8 for details. See Section 3.8 for benefit limitations.		
<ul style="list-style-type: none"> <i>Inpatient</i> 	3.8		100% coverage	After deductible 80% coverage
<ul style="list-style-type: none"> <i>Outpatient Hospital Facility</i> 	3.8		100% coverage	After deductible 80% coverage
<ul style="list-style-type: none"> <i>Outpatient Non-Hospital facility</i> 	3.8	See Section 3.8 for limitations.	100% coverage	After deductible 80% coverage
Doctor's Hospital Visits	3.9		100% coverage	After deductible 80% coverage
Early Intervention Services (EIS)	3.10	Up to the <i>maximum benefit</i> of \$5,000 per child, from birth to 36 months, per <i>calendar year</i> . The <i>provider</i> must be certified as an EIS <i>provider</i> by the Rhode Island Department of Human Services.	100% coverage	100% coverage Deductible does not apply.

Continued		Summary of Medical Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Level of Coverage		
			Network Provider	Non-Network Provider	
Emergency Room Services	3.11	See Section 8.0 – definition of <i>Emergency</i> .	100% coverage less \$50 <i>copayment</i> . ER <i>copayment</i> waived if admitted as a <i>hospital inpatient</i> within 24 hours.	100% coverage less \$50 <i>copayment</i> . ER <i>copayment</i> waived if admitted as a <i>hospital inpatient</i> within 24 hours. <i>Deductible</i> does not apply.	
Experimental/ Investigational Services	3.12	Coverage varies based on type of service. See Section 3.12.			
Hemodialysis Services	3.13				
• <i>Inpatient</i>	3.13		100% coverage	After <i>deductible</i> 80% coverage	
• <i>Outpatient</i>	3.13		100% coverage	After <i>deductible</i> 80% coverage	
• In your home	3.13		100% coverage	After <i>deductible</i> 80% coverage	
Hemophilia Services	3.14				
• <i>Outpatient</i>	3.14		100% coverage	After <i>deductible</i> 80% coverage	
• In a <i>Doctor's Office</i>	3.14		100% coverage less \$10 <i>copayment</i> per visit.	After <i>deductible</i> 80% coverage less \$10 <i>copayment</i> per visit.	
Home Health Care *	3.15	Intermittent skilled services when billed by a home health care agency. Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.	100% coverage	After <i>deductible</i> 80% coverage	
Hospice Care *	3.16	When provided by an approved hospice care program. Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.	100% coverage	After <i>deductible</i> 80% coverage	
Hospital Services *	3.17	Unlimited days at a <i>general hospital</i> or a <i>specialty hospital</i> ; maximum of 45 days per <i>calendar year</i> for physical rehabilitation.	100% coverage	After <i>deductible</i> 80% coverage	

Continued		Summary of Medical Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Level of Coverage		
			Network Provider	Non-Network Provider	
House Calls	3.18		100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
Human Leukocyte Antigen Testing	3.19	See Section 3.19 for limitations.	100% coverage	After deductible 80% coverage	
Infertility Services	3.20	Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.	80% coverage	After deductible 80% coverage**	
Infusion Therapy	3.21				
• Inpatient	3.21		100% coverage	After deductible 80% coverage	
• Outpatient	3.21	Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.	100% coverage	After deductible 80% coverage	
• In the Doctor's office, or In your home	3.21	Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.	100% coverage	After deductible 80% coverage	
Lyme Disease Diagnosis and Treatment	3.22	Coverage varies based on type of service. See Section 3.22			
Medical Equipment*, Medical Supplies, and Prosthetic Devices	3.23	Preauthorization is recommended for certain services. See Section 3.23 for details.			
• Inpatient	3.23		100% coverage	After deductible 80% coverage	
• Outpatient	3.23		80% coverage	After deductible 80% coverage**	
• Hearing Aid Services	3.23	For an eligible person under the age of 19; coverage is limited to the maximum benefit of \$1,500 per ear, per 3-year period per member.	80% coverage	80% coverage** Deductible does not apply.	
		For an eligible person age 19 and over; coverage is limited to the maximum benefit of \$700 per ear, per 3-year period per member.	80% coverage	80% coverage** Deductible does not apply.	
• Hair Prosthesis (Wigs)	3.23	Benefit is limited to the maximum benefit of \$350 per member per calendar year when worn for hair loss suffered as a result of cancer treatment.	80% coverage	80% coverage** Deductible does not apply.	

Summary of Benefits

Continued	Summary of Medical Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Level of Coverage	
			Network Provider	Non-Network Provider
Office Visits	3.24	Prescription drug coverage benefit level is based on type of service and site of service. See Section 3.29 - Prescription Drugs for details.		
• Allergist and Dermatologist	3.24		100% coverage less \$15 copayment per visit.	After deductible 80% coverage less \$15 copayment per visit.
• Asthma Education	3.24		100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.
• Diabetes Education	3.24	Individual and group sessions are covered based on medical necessity.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.
• Hospital Based Clinic Visits	3.24		100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.
• Nutritional Counseling	3.24	Up to 6 visits per calendar year when prescribed by physician for treatment of illness.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.
• Office Visits (other than Pediatric Office Visits)	3.24		100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.
• Pediatric Office Visits	3.24	Well-Child Office Visits: Birth – 15 months: 8 visits 16 – 35 months: 3 visits 36 months – 19 years: 1 per calendar year.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.
		Sick Visit	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.
• Specialist Visits	3.24	Routine and non-routine visits.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.
• Urgent Care Center Visits	3.24	See Section 8.0 – definition of urgent care center.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.
Organ Transplants *	3.25	See Section 3.25 for detailed information.	100% coverage	After deductible 80% coverage
Physical/Occupational Therapy	3.26			

Continued	Summary of Medical Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Level of Coverage	
			Network Provider	Non-Network Provider
<ul style="list-style-type: none"> Inpatient 	3.26		100% coverage	After deductible 80% coverage
<ul style="list-style-type: none"> Outpatient hospital when therapy is rendered within 30-days following a hospital stay; home care program or ambulatory surgical procedure. 	3.26		100% coverage	After deductible 80% coverage
<ul style="list-style-type: none"> Outpatient hospital when therapy does not meet the criteria noted above. 	3.26		80% coverage	After deductible 80% coverage**
<ul style="list-style-type: none"> In a doctor's/therapist's office 	3.26		80% coverage	After deductible 80% coverage**
Podiatrist Services	3.27	See Section 3.27 for routine foot care exclusions.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.
Pregnancy Services and Nursery Care	3.28	Includes pre-natal, delivery, and postpartum services.	100% coverage	After deductible 80% coverage
Prescription drugs dispensed and administered by a licensed health care provider (other than a pharmacist)	3.29	See Section 3.29 - Prescription Drugs for details.		
<ul style="list-style-type: none"> Medications other than injected drugs, infused drugs, or Anti-neoplastic (chemotherapy) drugs used for Cancer Treatment. 	3.29	Medications are included in the allowance for the medical service being rendered. Includes chemotherapy drugs used for other than cancer treatment.		
<ul style="list-style-type: none"> Injectable drugs 	3.29	Includes chemotherapy drugs used for other than cancer treatment.	80% coverage	After deductible 80% coverage**
<ul style="list-style-type: none"> Infused drugs 	3.29	Includes chemotherapy drugs used for other than cancer treatment.	100% coverage	After deductible 80% coverage

Continued	Summary of Medical Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Level of Coverage	
			Network Provider	Non-Network Provider
• Anti-neoplastic (chemotherapy) drugs used for Cancer Treatment	3.29	Limited to injectable and infused anti-neoplastic drugs used for cancer treatment.	100% coverage	After deductible 80% coverage
Prescription Drugs Purchased at a Retail or Mail Order Pharmacy	3.29	See Summary of Pharmacy Benefits for benefit limits and level of coverage.		
Preventive Care Services and Early Detection Services	3.30			
• Cancer Screenings	3.30	The level of coverage for preventive care and early detection services is based on the type of service, with the exception of the cancer screenings mentioned below. See Section 3.30 for details.		
• <i>Outpatient Hospital Facility</i>	3.30	This level of coverage applies to the following cancer screenings: mammograms, pap smear, and PSA test. For information on other prevention services see Section 3.30.	100% coverage	After deductible 80% coverage
• <i>Outpatient Non-Hospital facility</i>	3.30	This level of coverage applies to the following cancer screenings: mammograms, pap smear, and PSA test. For information on other prevention services see Section 3.30.	100% coverage	After deductible 80% coverage
• Adult Immunizations	3.30		100% coverage	After deductible 80% coverage
• Pediatric Immunizations	3.30		100% coverage	After deductible 80% coverage
• Travel Immunizations	3.30	As recommended by the Centers for Disease Control and Prevention.	100% coverage	After deductible 80% coverage
Private Duty Nursing *	3.31		80% coverage	After deductible 80% coverage**
Radiation Therapy	3.32			
• <i>Inpatient</i>	3.32		100% coverage	After deductible 80% coverage
• <i>Outpatient</i>	3.32		100% coverage	After deductible 80% coverage
Respiratory Therapy	3.33	See <i>program</i> requirements in Section 3.33.	100% coverage	After deductible 80% coverage

Continued		Summary of Medical Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Level of Coverage		
			Network Provider	Non-Network Provider	
Skilled Care in a Nursing Facility *	3.34		100% coverage	After deductible 80% coverage	
Smoking Cessation Programs	3.35				
• Counseling	3.35	Coverage is limited to 8 sessions per member per calendar year.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	
• Nicotine replacement therapy	3.35	See the Summary of Pharmacy Benefits (below) for benefit limits and level of coverage.			
Speech Therapy	3.36				
• Inpatient	3.36		100% coverage	After deductible 80% coverage	
• Outpatient	3.36		80% coverage	After deductible 80% coverage**	
• In a doctor's/therapist's office*	3.36		80% coverage	After deductible 80% coverage**	
Surgery Services	3.37				
• Inpatient	3.37		100% coverage	After deductible 80% coverage	
• Outpatient	3.37		100% coverage	After deductible 80% coverage	
Vision Care Services	3.38	One routine eye exam per calendar year.	100% coverage less \$10 copayment per visit.	After deductible 80% coverage less \$10 copayment per visit.	

SUMMARY OF PHARMACY BENEFITS

PRESCRIPTION DRUGS PURCHASED AT A RETAIL OR MAIL ORDER PHARMACY

See Important Note from First Page

Type of Service and Site of Service	Section	Benefit Limit	Level of Coverage	
			Network Pharmacy	Non-Network Pharmacy
Prescription Drugs purchased at a Retail Pharmacy	3.29	<p><i>Copayment</i> applies to each 30-day supply or portion thereof of maintenance and non-maintenance drugs.</p> <p>Nicotine replacement therapy is limited to the day supply listed above for up to fourteen (14) consecutive weeks per <i>calendar year</i>.</p>	<p>100% coverage less your <i>copayment</i> of:</p> <p>\$ 5 Generic \$20 Preferred Brand Name \$30 Non-Preferred Brand Name</p> <p>You are responsible to pay the lower of your <i>copayment</i> or the retail price of the drug.</p>	<p>80% coverage less your <i>copayment</i> of \$30.</p> <p>Our reimbursement is based on the <i>pharmacy allowance</i>. You are responsible to pay up to the retail cost of the drug.</p>
<ul style="list-style-type: none"> Anti-neoplastic (chemotherapy) drugs used for Cancer Treatment purchased at any Pharmacy 	3.29	Oral prescription drugs, other than <i>specialty prescription drugs</i> , are covered.	100% coverage.	<p>100% coverage</p> <p>Our reimbursement is based on the <i>pharmacy allowance</i>. You are responsible to pay up to the retail cost of the drug.</p>
Diabetic equipment/ supplies when purchased at a Retail Pharmacy	3.29			
<ul style="list-style-type: none"> Glucometers 	3.29		<p>100% coverage less your <i>copayment</i> of:</p> <p>\$20 Preferred Brand Name</p> <p>You are responsible to pay the lower of your <i>copayment</i> or the retail price of the drug.</p>	<p>80% coverage less your <i>copayment</i> of \$30.</p> <p>Our reimbursement is based on the <i>pharmacy allowance</i>. You are responsible to pay up to the retail cost of the drug.</p>
<ul style="list-style-type: none"> Test Strips Lancet and Lancet Devices Miscellaneous Supplies (including alcohol swabs and calibration fluid) 	3.29		<p>100% coverage less your <i>copayment</i> of:</p> <p>\$ 5 Generic \$20 Preferred Brand Name</p> <p>You are responsible to pay the lower of your <i>copayment</i> or the retail price of the drug.</p>	<p>80% coverage less your <i>copayment</i> of \$30.</p> <p>Our reimbursement is based on the <i>pharmacy allowance</i>. You are responsible to pay up to the retail cost of the drug.</p>

Summary of Benefits

Continued		Summary of Pharmacy Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Level of Coverage		
			Network Pharmacy	Non-Network Pharmacy	
Infertility Drugs when purchased at a Retail Pharmacy	3.29		80% coverage Your <i>copayment</i> is based on the lower of the pharmacy allowance or the retail cost of the drug.	80% coverage Our reimbursement is based on the <i>pharmacy allowance</i> . You are responsible to pay up to the retail cost of the drug.	
Prescription drugs dispensed and administered by a licensed health care provider (other than a pharmacist)	3.29	See Summary of Medical Benefits for benefit limits and level of coverage.			
Prescription Drugs purchased at a Mail Order Pharmacy	3.29	Maintenance and Non-Maintenance Drugs. <i>Copayment</i> applies to each 90-day supply or portion thereof. Nicotine replacement therapy is not covered when purchased at a mail order pharmacy.	100% coverage less your <i>copayment</i> of: \$15 Generic \$60 Preferred Brand Name \$90 Non-Preferred Brand Name You are responsible to pay the lower of your <i>copayment</i> or the retail price of the drug.	Not Covered	
Diabetic equipment/supplies when purchased at a Mail Order Pharmacy	3.29				
• Glucometers	3.29		100% coverage less your <i>copayment</i> of: \$20 Preferred Brand Name You are responsible to pay the lower of your <i>copayment</i> or the retail price of the drug.	Not Covered	

Continued	Summary of Pharmacy Benefits		See Important Note from First Page	
Type of Service	Section	Benefit Limit	Level of Coverage	
			Network Pharmacy	Non-Network Pharmacy
<ul style="list-style-type: none"> • Test Strips • Lancet and Lancet Devices • Miscellaneous Supplies (including alcohol swabs and calibration fluid) 	3.29		100% coverage less your <i>copayment</i> of: \$15 Generic \$60 Preferred Brand Name You are responsible to pay the lower of your <i>copayment</i> or the retail price of the drug.	Not Covered

**BLUE CROSS & BLUE SHIELD OF RHODE ISLAND
GROUP PLAN AMENDMENT**

To comply with the applicable laws and regulations of the State of Rhode Island your Benefit Booklet has been amended. The following provisions are hereby included in your Benefit Booklet.

1. **Ambulance Service-Effective Date: January 1, 2009**

a) The Summary of Benefits is amended by replacing the section entitled "Ambulance" with the following:

Type of Service	Section	Benefit Limit	Level of Coverage	
			Network Provider	Non-Network Provider
Ambulance	3.1			
• Ground	3.1		100% coverage less \$50 <i>copayment</i> per ambulance service.	100% coverage less \$50 <i>copayment</i> per ambulance service. <i>Deductible</i> does not apply.
• Air/water	3.1	Up to the <i>maximum benefit</i> of \$3,000 per occurrence.	100% coverage less \$50 <i>copayment</i> per ambulance service.	100% coverage less \$50 <i>copayment</i> per ambulance service. <i>Deductible</i> does not apply.

b) Effective January 1, 2009, Section 3.1 entitled "Ambulance Services" is replaced with the following:

3.1 Ambulance Services

Ground Ambulance

In accordance with Rhode Island General Law § 27-20-55, ground ambulance services are covered up to the benefit limits and level of coverage listed in the Summary of Benefits.

Local professional or municipal ground ambulance services are covered when it is *medically necessary* to use these services, rather than any other form of transportation, to the following destinations:

- (a) to the closest available *hospital* for an *inpatient* admission;
- (b) from a *hospital* to home or to a skilled nursing facility or to a rehabilitation facility after being discharged as an *inpatient*;
- (c) to the closest available *hospital* emergency room immediately in an *emergency*; OR
- (d) to and from a *hospital* for *medically necessary* services not available in the facility where you are an *inpatient*.

Our *allowance* for the ground ambulance includes the services rendered by an emergency medical technician or paramedic, drugs, supplies and cardiac monitoring.

Related Exclusion

This *plan* does NOT cover ground ambulance transportation to a physician's office.

Air/Water Ambulance

Medically necessary air and water ambulance services are covered up to the *maximum benefit* limit and level of coverage listed in the Summary of Benefits. When you receive services from a *network provider* you are responsible to pay the *deductible*, *copayment*, and the difference between our *allowance* and the *maximum benefit* limit, if applicable. You are responsible to pay up to the total *charge* when a *non-network provider* renders air/water ambulance services.

Air ambulance service involves transportation by means of a helicopter or fixed wing aircraft. The aircraft must be a certified ambulance and the crew, maintenance support crew and aircraft must meet the certification requirements and hold a certificate for air ambulance operators under Part 135 of the Federal Aviation Administration (FAA) regulations.

Water ambulance involves transportation by a boat. The boat must be specially designed and equipped for transporting the sick or injured and it must also have such other safety and lifesaving equipment as is required by state or local authorities.

Use of an air/water ambulance is *medically necessary* when the time needed to transport a patient by land, or the instability of transportation by land, poses a threat to the patient's condition or survival or the proper equipment required to treat the patient is not available on a land ambulance.

The patient must be transported for treatment to the nearest appropriate facility that is capable of providing a level of care for the patient's illness and that has available the type of physician or physician specialist needed to treat the patient's condition.

This *plan* will only cover air and water ambulance services originating and terminating in the United States and its territories. Our *allowance* for the air/water ambulance includes the services rendered by an emergency medical technician or paramedic, drugs, supplies and cardiac monitoring.

Related Exclusions

This *plan* does NOT provide coverage for air/water ambulance transportation unless the destination is an acute care *hospital*. Examples of non-covered air/water ambulance include transportation to a physician's office, nursing facility, or a patient's home.

This *plan* does NOT provide coverage for transport from cruise ships when not in United States waters.

2. Enteral Nutrition Products-Effective Date: January 1, 2009

a) The Summary of Benefits section entitled "Medical Equipment, Medical Supplies, and Prosthetic Devices" is amended by adding the following to the end of the section:

Type of Service	Section	Benefit Limit	Level of Coverage	
			Network Provider	Non-Network Provider
• Enteral formula delivered through a feeding tube	3.23	Must be sole source of nutrition.	80% coverage	After deductible 80% coverage**
• Enteral formula or food taken orally*	3.23	Benefit is limited to a <i>maximum benefit</i> of \$2500 per member per calendar year. See Section 3.23 for details.	80% coverage	80% coverage** Deductible does not apply.

b) Effective January 1, 2009, Section 3.0 of the Benefit Booklet is amended by adding the following to the end of the sub-section entitled "Medical Equipment, Medical Supplies, and Prosthetic Devices":

Enteral formulas or food (enteral nutrition)

Enteral formula or food is nutrition that is absorbed through the intestinal tract, whether delivered through a tube for feeding or taken orally. The level of coverage differs depending on whether the enteral formula or food is the sole source of nutrition delivered through a feeding tube or taken orally.

This *plan* provides coverage for enteral formula and supplies to administer enteral formula when it is delivered through a feeding tube and is the sole source of nutrition. See the Summary of Medical Benefits for level of coverage.

In accordance with Rhode Island General Law §27-20-56, this plan covers *medically necessary* enteral formula taken orally for the treatment of malabsorption caused by Crohn's disease, ulcerative colitis, gastroesophageal reflux, chronic intestinal pseudo obstruction, and inherited diseases of amino acids and organic acids. Enteral formula is covered when a *doctor* has issued a written order and must be for home use. Also, food products modified to be low protein are covered for the treatment of inherited diseases of amino acids and organic acids. *Preauthorization* is recommended.

This *plan* will provide coverage for enteral formula up to the *maximum benefit*. You are responsible for paying the full amount due to the *provider*. If the full amount due to the *provider* is more than the *maximum benefit*, you are responsible for paying any difference. See Section 7.1 - How to File a Claim. This *plan* will reimburse the lesser of the *provider's charges* or the *maximum benefit* amount indicated in the Summary of Medical Benefits. The benefit limit and level of coverage will apply as shown in the Summary of Medical Benefits.

Related Exclusions

This *plan* does not provide coverage for enteral formula taken orally without a written order from the *doctor* and unless for the treatment of the conditions listed above. This *plan* does not cover enteral formula taken orally unless for home use. Modified low protein food products are not covered unless for the treatment of the conditions listed above.

c) Effective January 1, 2009, sub-section entitled "Infant Formula" in Section 5.0 of the Benefit Booklet is replaced with the following:

Infant Formula

This *plan* does NOT cover infant formula whether or not prescribed unless required by Rhode Island General Law §27-20-56, entitled "Enteral Nutrition Products" or delivered through a feeding tube as the sole source of nutrition.

d) Effective January 1, 2009, a new sub-section entitled "Food and Food Products" is added to the end of Section 5.0 :

Food and Food Products

This *plan* does NOT cover food or food products, whether or not prescribed, unless required by Rhode Island General Law §27-20-56, entitled "Enteral Nutrition Products" or delivered through a feeding tube as the sole source of nutrition.



James E. Purcell
President and Chief Executive Officer