

**COLLECTIVE BARGAINING AGREEMENT**

BY AND BETWEEN

THE

TOWN OF SOUTH KINGSTOWN

AND

THE

SOUTH KINGSTOWN

MUNICIPAL EMPLOYEES'

ASSOCIATION / NEARI

July 1, 2009 - June 30, 2012

**ARTICLE 1  
AGREEMENT**

- 1.1 This Agreement is made and entered into this 24 day of May, 2012, by and between the Town of South Kingstown, Rhode Island, hereinafter referred to as the Town, and the South Kingstown Municipal Employees Association, National Education Association of Rhode Island hereinafter referred to as the Union.

**ARTICLE 2  
RECOGNITION AND UNION SECURITY**

- 2.1 The Town hereby recognizes the South Kingstown Municipal Employees Association, National Education Association Rhode Island, as the sole and exclusive bargaining agent for all employees in the positions as set forth in the Certification of Representatives, EE-3626, and as amended.
- 2.2 Nondiscrimination. The parties agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, sex, age, marital status, political belief, country of ancestral origin, sexual orientation, union activity, union membership or non-union membership.
- 2.3 Union Security and Dues Deduction
- a. All employees covered by this Agreement and who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing for the life of this Agreement.
  - b. All employees covered by this Agreement and who have not or do not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge as contribution toward the administration of this Agreement in an amount equal to or less than the regular monthly dues. Employees who fail to comply with this Agreement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
  - c. The Union agrees to indemnify and hold the Town harmless against any and all claims, suits, orders and judgments brought or issued against the Town as a result of any action taken by the Town under the provisions of this Article.
  - d. The Town agrees to the adoption of a Union check-off system whereby Union dues will be withheld from the Union member's pay upon written authorization of the individual employee, until such time as such authorization is revoked at source, in equal amounts from each pay, either biweekly, or otherwise, as the frequency of the pay period may require. Such withholdings are to be transmitted to the duly elected Treasurer of the Union for the previous month's earnings, not later than the 29<sup>th</sup> day of each successive month.
  - e. The Union will notify the Town within thirty (30) days prior to any change in the amount of Union dues.
  - f. A written list of Union officers and representatives shall be furnished to the Town

immediately after designation, and the Union shall immediately notify the Town of any changes therein.

### **ARTICLE 3 SAVINGS CLAUSE**

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

### **ARTICLE 4 SENIORITY**

4.1 Definition and Term

- a. Seniority shall be defined as the total length of continuous service with the Employer in a bargaining unit position and shall begin to accrue following completion of the probationary period. Seniority shall be prorated for part-time service. Upon completion of the probationary period, seniority shall be based upon the employee's first day of work in the bargaining unit. If an employee held a temporary appointment prior to commencing the probationary period and there was no break in service between the temporary appointment and the commencement of the probationary period, seniority shall be based on the first day of work in the temporary appointment.
- b. An employee who leaves the bargaining unit for a non-bargaining unit position with the Town, and then subsequently returns to a bargaining unit position, shall retain the seniority previously accrued in the bargaining unit. No seniority shall accrue while in a non-bargaining unit position.
- c. Probationary period. Individuals shall be considered on probation for six months after the first day of employment in their position (classification) and the Town shall have complete discretion during the probationary period to determine whether or not to retain any individual for any reason.

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

#### 4.2 Layoffs and Recall

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

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

- (1) completion of 6 months - completion of 2 years of employment: 1 year
- (2) beginning 3<sup>rd</sup> year - completion of 6 years of employment: 2 years
- (3) beginning of 6<sup>th</sup> year or more: 3 years

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

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

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

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

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

#### 4.3 Termination of Seniority

a. Seniority will be terminated in the event of:

- (1) Failure to accept recall or to report to work in accordance with Section 2 above;
- (2) Voluntary quit;

(3) Discharge for just cause;

(4) Layoff for a period exceeding the period during which an employee has recall rights;

#### 4.4 Seniority List

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

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

### ARTICLE 5 HOURS OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

a. Recreation supervisor

5.5 **Overtime/Compensatory Time**

a. Non-exempt employees, regardless of the assigned workday/work week, shall be paid time-and one-half for all work performed in excess of eight (8) hours in any workday or forty (40) hours in any work week. Hours worked in excess of seven (7) but less than eight (8) in any workday shall be compensated at the straight time rate. Vacation, sick, compensatory or holiday leave shall be credited as hours worked for purposes of determining overtime pay. All overtime must be approved in advance by the department manager. Overtime pay shall be based on base pay plus longevity, if longevity is paid biweekly. Work which is scheduled to occur immediately prior to the start of an employee's workday, and which was scheduled before the end of the employee's previous workday, is overtime and not callback.

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

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

1. GIS Administrator
2. Principal Planner
3. Senior Planner

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

1. For scheduled evening or weekend meetings, the employee shall receive compensatory time, on an hour for hour basis, for all such meeting time in excess of four and one-half (4.5) hours per calendar month.
2. To be eligible for compensatory time accrual for overtime hours worked which is not related to section 1 above, employees must receive prior approval from his/her department head, or designee, except in emergency situations.

- 5.6 Callback. A callback is defined as work performed by a non-exempt employee after having completed a regularly scheduled work day and having left the workplace, but before the employee is next scheduled to work. A callback occurs regardless of when the employee is called or notified of the callback so long as the work performed is not immediately contiguous to the end of the employee's regular work day.
- a. Callbacks Grade 11 or lower. When a non-exempt employee grade 11 or lower is called back to perform work, he/she shall receive a minimum of three (3) hours pay at the overtime rate.
  - b. Callbacks Grade 12 or higher. When a non-exempt employee Grade 12 or higher is called back to perform work, he/she shall receive a minimum of two (2) hours pay at the overtime rate. Overtime shall be paid in 15 minute increments after the second hour.
  - c. Holiday callbacks. All callback work defined above that is performed on a holiday shall be paid at double the regular hourly rate of pay.
- 5.7 Pagers and Cellphones.
- a. Any employee Grade 11 or below required to carry a pager or a cell phone when off duty, shall receive a \$20.00 stipend as standby pay for each day the employee is "On Call," provided no actual "Call-Out" occurs during the "On Call" period.
  - b. Any employee Grade 12 or higher required to carry a pager or a cell phone when off duty, shall receive one (1) hour's pay for each page received and telephonically responded to, or call received. Neither event shall be a callback.
- 5.8 Mileage reimbursement for use of a personal vehicle to conduct Town business shall be at the current IRS rate of \$.51 per mile. Should the IRS rate either increase or decrease during the term of this Agreement, said rate shall be adjusted accordingly effective the date of the IRS change.

## ARTICLE 6 HOLIDAYS AND LEAVE

- 6.1 Holidays
- a. All employees covered by this Agreement shall be entitled to paid holidays, as follows:
    1. New Year's Day
    2. Martin Luther King Day
    3. President's Day
    4. Afternoon of Good Friday
    5. Memorial Day

6. Independence Day
7. Second Monday in August
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

- b. Whenever a holiday falls during an employee's scheduled vacation, the employee will not be charged vacation leave for that day.
- c. Whenever a holiday falls during a period of sick leave, the employee will not be charged sick leave for that day.
- d. In addition to the above listed holidays, employees shall receive a half-day floating holiday which cannot be carried over to the next fiscal year. An employee may utilize the one-half day floating holiday in the same manner as vacation.

## 6.2 Annual Leave

- a. Vacation leave is accrued each month. The accrual schedule is as follows:

Year's of Service (beginning-completion)	Year's Accumulation	Accrual per month	Granted on Anniversary Date
0 through 4 years	10 days	.83 days	+0.04 days
5 through 9 years	15 days	1.25 days	0.00 days
10 through 14 years	20 days	1.67 days	-0.04 days
15 years	21 days	1.75 days	0.00 days
16 through 19 years	22 days	1.83 days	+0.04 days
20 or more years	23 days	1.92 days	-0.04 days

- b. Years of service are determined as being a full year at the time of an employee's anniversary date of hire as an employee. Accumulated vacation leave can be carried forward up to a maximum of thirty (30) days. Accrued days in excess of thirty (30) days will be credited to sick leave provided the employee has not accumulated sick leave in excess of one hundred-ninety (190) days.
- c. 1. Employees must file a statement of intent each year by 4 p.m. on the first worked day following March 1<sup>st</sup> to Department and Division Heads for scheduling

purposes. The statement of intent shall indicate those dates on which the employee desires to discharge vacation time. Within ten (10) working days the vacation schedule shall be posted indicating both the "taken" periods and the remaining "open" periods.

2. Vacation requests will be approved at the discretion of the Department or Division Head. Where more than one employee has requested the same day(s) vacation, the senior employee's request shall be honored first. Following the posting of the annual schedule, requests for vacation on days remaining "open" shall be considered on a first come, first serve basis.
- d. At the start of the employee's fifth, tenth, fifteenth, sixteenth, and twentieth year of employment the vacation leave accrual will be changed during the pay period in which the anniversary date of hire occurs.
- e. Employees who retire or resign from Town service will receive payment for accrued vacation leave. Upon the death of an employee, accrued vacation leave will be paid to his/her estate.

## ARTICLE 7 ILLNESS AND INJURY

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

- a. Option 1. Employees shall accrue 1.25 days of sick leave per month throughout the year to equal fifteen (15) days per year. Employees shall be allowed to accumulate sick leave to a maximum of 190 days.
- b. Option 2. Employees shall accrue 1.0 day of sick leave per month throughout the year to equal twelve (12) days per year. Employees shall be allowed to accumulate sick leave to a maximum of 190 days. Personal leave shall be earned at a rate of .25 days per month in which sick leave was not used.

7.2 The following rules govern sick leave:

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

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

- b. Sick leave may be used for physician visits and testing for the treatment of chronic or acute illness, but not for routine examinations.
- c. Except as follows sick leave cannot be taken in less than one-half day increments. However, annually employees may utilize two days of accrued sick leave on an hour-for-hour basis.

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

### 7.3 Physician's certificate

- a. The department head may require a physician's certificate or other satisfactory evidence in support of any request for sick leave, provided the employee involved has been told on the occasion of his/her last prior absence for sickness that such evidence might be required for any future sick leave request. Any employee may be required to furnish a said certificate for an absence of five (5) or more consecutive days.
- b. In all cases involving sick leave on a day immediately before or after a paid holiday or vacation day, a certified physician's certificate may be required.
- c. The failure of an employee to produce a required certified physician's statement to validate sick leave taken shall constitute a reason for non-payment for the day or days taken.

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

### 7.5 Payment for Accumulated Sick Leave

- a. An employee who retires from Town service shall receive payment for 75 percent of his/her accumulated sick leave. However, employees who retire due to a disability certified by the State Retirement System will receive payment for 100 percent of accumulated sick leave. Retire shall mean eligible to retire in accordance with the terms of the Rhode Island Municipal Employees Retirement System.
- b. An employee with five or more years of service, who resigns and leaves Town service in good standing shall receive payment of 25 percent of all accumulated sick leave at the time of separation, up to a maximum of one-hundred ninety (190) days. In the event of an employee's death, payment for 75 percent of accumulated sick leave will be paid to his/her estate.

### 7.6 Advance Sick Leave

- a. Advance sick leave, not to exceed four work-weeks, may be granted by the Town Manager to regular employees after the first six months of employment in cases of serious disability or illness when it is to the advantage of the Town to do so.
- b. Requests for advance sick leave shall be submitted in writing stating the circumstances and the need for such leave, the time and date when the accrued sick leave will be exhausted, the amount of advance sick leave requested, and the date to which such leave will extend.
- c. Employees who receive advance sick leave shall pay back all days received at one-half of the rate of monthly accrual.
- d. To be eligible for advance sick leave, employees must exhaust all available sick, personal and vacation leave.

**ARTICLE 8  
PAID LEAVES**

8.1 Bereavement Leave

- a. When a death occurs in an employee's immediate family, paid leave from time of notification through one (1) day following the date of burial if required will be granted by the Town. For purposes of this provision, immediate family shall be construed to mean any of the following:  
  
mother, father, spouse, child, sister, brother, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, foster parents, foster children, former guardians and any other person residing in the employee's household.
- b. In no event shall paid bereavement leave exceed five (5) days.
- c. In the event of the death of an employee's aunt or uncle, the employee shall be granted one day of paid leave for attendance at the burial service.

8.2 Maternity and Parental Leave

- a. Employees may be granted a leave of absence, without pay or benefits, for maternity or parental leave at the discretion of the Town Manager. Written application must be filed with the Personnel Administrator at least sixty (60) days prior to the start of said leave. Such leave will not be unreasonably denied.
- b. Leave shall not exceed six (6) months.
- c. Upon return from leave of absence, the employee shall be placed in the assignment that he/she left excepting cases in which the assignment no longer exists whereupon the employee will be placed in a comparable position.
- d. The parties recognize that employees and the Town have rights as provided by federal and state FMLA laws, as they may be amended from time to time. If an employee receives a leave of absence as set forth in section 8.2.a, above, FMLA leave shall run concurrently with said leave.
- e. An employee on an unpaid leave of absence shall have the right to continue his/her medical coverage furnished by the Town upon the payment to the Town of at least one month group premium payment in advance and upon monthly payments thereafter. The failure of an employee to make said periodic payments shall cause the medical insurance to be cancelled.

8.3 Union Business Leave

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



- b. A union member who is a grievant or a necessary witness to provide testimony shall be granted reasonable time off during working hours without loss of pay to attend grievance or arbitration hearings or State Labor Relations Board hearing in which he/she is a direct participant.
- c. The President and any necessary union members who attend grievance or arbitration hearings or administrative meetings under this Article shall obtain approval from his/her department head or immediate supervisor prior to leaving the workplace.

8.4 Personal Leave

- a. Employees will be granted three (3) personal days per fiscal year, which will be granted on July 1. Personal leave may be taken in no less than one-hour increments and must be approved by the Department or Division head. Only fractions of a day of personal leave can be carried forward into the next year.

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

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

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

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

**ARTICLE 9  
GRIEVANCE PROCEDURE**

- 9.1 The purpose of the grievance procedure shall be to establish an amicable avenue for the resolution of disputes as quickly as possible.
- 9.2 A grievance shall be defined as any difference or dispute between the Town and the Union with respect to the interpretation, application or violation of any provision of this Agreement.
- 9.3 Procedure
  - a. A grievance shall be presented by the aggrieved employee and/or the Union to the employees immediate supervisor within ten (10) working days of the employee's or the Union's knowledge of the occurrence of the grievance. The immediate supervisor shall meet and discuss the grievance within three (3) working days of the receipt of the grievance. The supervisor shall answer the grievance in writing within three (3) working days of the hearing. Within three (3) working days of receipt of the supervisor's response,

the employee and the union may refile the grievance in writing to the employee's department head.

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

#### 9.4 Arbitration

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

#### 9.5 Miscellaneous

- a. The time limits herein shall be regarded as maximums, however, the parties may extend any time limit by mutual agreement.
- b. A grievance may be processed to the next step of the grievance procedure if a decision has not been rendered within the time limits prescribed herein.
- c. The failure of the Town to respond to a grievance shall be deemed a denial of the grievance.
- d. The failure of the Union to process a grievance within the time limits prescribed herein shall be deemed a waiver of the grievance.
- e. All grievances concerning the suspension or dismissal of an employee shall be commenced at the level of the Town Manager.

### **ARTICLE 10 SALARIES**

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

2009-2010:	0% increase
2010-2011:	2.25% increase
2011-2012:	2.25% increase



- 10.2 All wage/salary scales for employees covered by this Agreement shall be set forth in Appendix A and made a part hereof.
- 10.3 The Position Allocation To Pay Schedule shall be set forth in Appendix B and made a part hereof.
- 10.4 Longevity. All employees with four (4) years or more of service shall receive longevity payment by separate check according to the rate schedule listed below. Longevity payments shall be made in semi-annual installments due on the second pay date in July and the first pay date in January.
1. Effective July 1, 2009\_ \$2.05 x number of years service x 52.
  2. Effective July 1, 2010\_ \$2.15 x number of years service x 52.
  3. Effective July 1, 2011\_ \$2.20 x number of years service x 52.

**ARTICLE 11  
ADMINISTRATIVE LEAVE**

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

**ARTICLE 12  
DAMAGED OR STOLEN PERSONAL PROPERTY**

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

**ARTICLE 13  
PERSONNEL FILES**

- 13.1 An employee shall, upon request during normal business hours, be permitted to examine his/her personnel file, and copies of any material shall be furnished to the employee upon request and payment. However, letters of recommendation solicited in connection with initial employment shall not be available to that employee.
- 13.2 An employee shall have the right to make any written comments relative to any document in his/her personnel file if said employee believes information therein is incorrect or inaccurate. Any document(s) related to a complaint which is found to be groundless, shall be expunged from the employee's personnel file.
- 13.3 The content of an employee's personnel file shall be disclosed to the employee's union representative only with the written consent of the employee.
- 13.4 The official personnel file for each employee shall be maintained in the Town Personnel Office.
- 13.5 The Town shall provide each employee with access to a computer record of earned compensatory time, vacation time, and personal time. The record shall be updated monthly and posted on the



Employee Personal Inquiry System (EPIS). In the event that the Town ceases to provide such information through the Employee Personal Inquiry System (EPIS), or is unable for any reason to do so for any employee (i.e., the EPIS is unavailable at the employee's worksite), such information shall be posted within the facility or building.

**ARTICLE 14  
DISCIPLINE AND DISCHARGE**

- 14.1 No employee who has completed his/her probationary period shall be reprimanded, suspended, demoted or discharged without just cause.
- 14.2 Any disciplinary action taken against any employee covered by this Agreement shall be reported to the Union President or his/her designee in writing within twenty four (24) hours.
- 14.3 Written reprimands shall remain in an employee's file for the duration of his/her employment but may not be used in further disciplinary proceedings against said employee after a period of twenty-four (24) months unless the parties agree otherwise.

**ARTICLE 15  
TUITION REIMBURSEMENT**

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

**ARTICLE 16  
BULLETIN BOARDS**

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

**ARTICLE 17  
LEGAL EXPENSE**

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

**ARTICLE 18  
HEALTH AND SAFETY**

- 18.1 The Town shall provide a safe and healthy work environment.
- 18.2 The Union may appoint a designee to serve on the Town Safety Committee.

**ARTICLE 19  
RETIREMENT**

- 19.1 The Town shall continue to participate in the R.I. Municipal Employees Retirement System (R.I.G.L. §45-21) as amended, including Plan B COLA (R.I.G.L. §45-21 -52).

**ARTICLE 20  
VACANCIES AND PROMOTIONS**

- 20.1 Whenever a vacancy exists in a position covered by this Agreement, the Town shall post the vacancy in each building for a period of no less than 14 calendar days.
- 20.2 The posting shall include the job specifications and qualifications. All Job postings and advertisements for positions will include a summary listing of any testing requirements to be required of candidates for the position. The summary listing of the testing requirements will be provided to the Association President for review and comment prior to posting the position. The testing requirements will not, thereafter, be changed unless necessary, in which case the new test requirements will be provided to the Association President for review and comment (as indicated above); in such cases, the position, if already posted, shall be re-posted with the new testing requirements.
- 20.3 Transfers. A transfer shall be defined as movement from one location to another in the same job classification. Except for good cause, an employee who bids for a transfer shall be granted the transfer. In the event more than one employee bids for a transfer, except for good cause, the senior bidder shall receive the transfer.

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

- 20.4 Promotions
- a. A promotion shall be defined as movement to a position which is in the same or higher pay grade.
- b. Appointment to promotional positions shall be based upon qualifications. Where the qualifications of two or more of the applicants, either from within or outside of the bargaining unit are substantially equal, the applicant with the greatest seniority shall be appointed to the promotional position.
- 20.5 When a member of the bargaining unit is appointed to a new position within the bargaining unit,



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

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

- 20.6 A copy of all bargaining unit vacancies shall be sent to the Union President.
- 20.7 An Association representative (either the President or Vice President) shall participate in the selection interviews for bargaining unit positions to which a union member is seeking a promotion and which require skill or aptitude testing. The Town and the union shall discuss which member will serve as the union representative on the interview panel. However, the Town reserves the right to make the final designation

**ARTICLE 21  
ALTERATION OF AGREEMENT**

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

**ARTICLE 22  
HEALTH, DENTAL, AND LIFE INSURANCE**

- 22 SELECTION OF HEALTHCARE PROVIDER.

- 22.1 Health Care Program

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

- 22.2 Limitations

- a. There shall be no change in benefits, benefit levels or co-pays as provided in the subscriber agreement (incorporated by reference hereto) and summary of benefits (attached as Appendix C) or as defined in this collective bargaining agreement other than those changes mandated by Federal or State statute or regulation, or by a court of competent jurisdiction. Excluded from the foregoing are (1) the make-up of the network and (2) any adjustments to the prescription formulary.
- b. In the event that the Town elects to change health care provider, it shall reimburse those individuals whose Primary Care Physician, at the time of change of health care provider, does not

participate in the network of the selected health care provider for any out of network costs incurred for services provided in the Subscriber Agreement.

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

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

### 22.3 Limitation on Self-Insuring Option

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

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

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

### 22.4 Change in Health Care Coverage

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

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

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

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

### 22.6 HEALTH INSURANCE AND CO-SHARE OF PREMIUM SCHEDULE

- a. (i) All employees shall be provided with individual or family health insurance, dependent upon the marital status of the employee, payment of which shall be shared in accordance with the schedule below. Employees receiving healthcare insurance through the Town shall pay the percentage of premium corresponding to salary up to the maximum contribution specified.

7/1/2009 – 6/30/2010: No change in co-share

7/1/2010 – 6/30/2011: No change in co-share

7/1/2011 – 6/30/2012: Increase as follows:

Employees earning salaries below \$30,000:	No change from current
salaries of \$30,000 to \$49,999:	12.5% of premium
salaries of \$50,000 or more:	15% of premium

Effective June 30, 2012, each employee co-share shall be 15% of Premium, exclusive of those full time employees earning less than \$30,000 who shall co-share at 2% of Premium.

## 22.7 Life Insurance

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

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

## 22.8 Post-Employment Benefits

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

1. Thirty (30) years or more of service. For four years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$5,000 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.
2. Twenty-five (25) years of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$4,000 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.
3. Twenty (20) years of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$2,000 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.
4. To be eligible for post-retirement benefits, the employee must be eligible to retire under the MERS.

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

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

2. Twenty-five (25) years of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$2,666 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.
3. Twenty (20) years of service. For three years, the annual cost of health insurance shall be split between the Town and the retiree. The Town shall pay \$1,333 per year toward the annual cost, and the retiree shall pay the difference, payable on a quarterly basis.
4. To be eligible for post-retirement benefits, the employee must be eligible to retire under the MERS.

C. Other Terms, Conditions, and Definitions

1. Any retired employee who is eligible for a substantially equal or better health insurance plan, either through subsequent employment or a spouse, shall not be eligible for health insurance provided by the Town. In the event the retired employee loses said coverage prior to the completion of the specified duration (above), the Town will place the retiree back on the Town's health care plan within thirty (30) days of written notice.
2. An employee participating in the retiree healthcare program must pay his/her share quarterly in advance of the coverage period.
3. For purposes of this Article, the following definitions shall apply:

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

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

22.9 Dental Insurance

All employees shall be provided with Delta Dental, Levels I, II, or equivalent with a maximum annual benefit of \$1,200. Coverage shall be individual or family dependent upon the employee's marital status.

22.10 Healthcare Buy-Back

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

Members electing to participate in the health buy-back program shall deliver a signed, witnessed waiver form to the Personnel Office prior to each June 15<sup>th</sup>.

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

- (1) Except as provided in (2) below, reinstatement may be effective only at the beginning of the

plan year (July 1) and application must be made in writing to the Personnel Office no later than June 15.

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

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

### **ARTICLE 23 UNIFORMS**

- 23.1 Water and Wastewater employees shall be provided uniforms through a laundry service selected by the Town. The Town shall provide eleven (11) shirts, eleven (11) pairs of pants, three (3) jackets to all Water and Wastewater members for the duration of the agreement.
- 23.2 The Town may require custodial employees to wear uniforms. In lieu of the Town mandating uniforms, custodial employees may choose to wear uniforms provided by the Town. Uniforms shall include pants and shirts and shall be consistent with the service provided to Water and Wastewater employees.
- 23.3 Water and Wastewater employees, Public Services and Building Inspector field positions, Communications personnel, Building and Facility Maintenance shall be provided an annual shoe allowance of up to \$135.00, to be paid by June 30<sup>th</sup> of each year. Said allowance will be paid only upon presentation of receipt of purchase and shall be limited to a maximum of one allowance per fiscal year per employee.
- 23.4 Recreation employees shall continue to be provided shirts, sweatshirts, etc, in accordance with present practice.
- 23.5 Any employee required to work outside during inclement weather shall be provided with the appropriate protective gear. No employee shall be required to work outside in inclement weather without such protection.

### **ARTICLE 24 WORKING OUT OF CLASSIFICATION**

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

**ARTICLE 25  
EMERGENCY TIME-OFF**

- 25.1 Any employee covered by this Agreement who is an active volunteer firefighter within the Town of South Kingstown shall be allowed to respond to emergencies without loss of pay. All employees must return immediately to Town service once their help is no longer necessary. Said decision will rest with the Fire Chief
- 25.2 Employees must receive approval from the Department or Division head prior to leaving the work site to respond to an emergency.

**ARTICLE 26  
PART-TIME EMPLOYEES**

- 26.1 Part-time employees who work a minimum of 12.5 hours shall receive all of the rights and benefits contained in the collective bargaining agreement except as limited as follows:
- a. Holidays. Part time employees shall receive the holidays set forth in this Agreement if the holiday falls on the part-time employee's regularly scheduled work day.
  - b. Vacation and sick leave. Part time employees shall receive annual vacation and sick leave on a pro-rata basis based upon the assigned hours of work.
  - c. Hours of work. The normal hours of work for a part-time position shall be established based upon the assigned hours of work in effect as of July 1, 2002, and for those part time employees hired thereafter, upon the commencement of employment, and shall not be changed except by mutual agreement between the Manager and Union President.
  - d. Wages. Wages for part-time employees shall be determined as follows:
    - 1. If the job title of the part time position is the same as a full time position in the bargaining unit, the wages will be computed based upon the salary scales set forth herein for positions in the bargaining unit, and pro-rated based upon the number of hours worked; or
    - 2. If the job title of the part time position is not the same as a full time position in the bargaining unit, the duties and wages will be established by mutual agreement between the Manager and Union President. The wages for all such part time positions shall be set forth in Appendix A herein.
  - e. Health and Dental Insurance benefits. Part-time employees assigned to work an average of more than 22.5 hours per week, but less than full time in a job classification, shall be entitled to elect to receive individual plan health and or dental insurance and the Town and the employee shall each pay 50% of the annual premium. The employee's payment shall be made through payroll deductions. If the employee elects family health and/or dental insurance, the Town will pay 50% of the premium cost of individual health and/or dental, and the employee shall pay the difference, through payroll deductions for cost of the family health and/or dental plan.
  - f. Life Insurance. Part time employees may elect to receive the group term life insurance as



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

**ARTICLE 27  
NO STRIKE CLAUSE**

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

**ARTICLE 28  
MANAGEMENT RIGHTS**

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

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

**ARTICLE 29  
DURATION OF AGREEMENT**

29.1 This Agreement shall be for a period commencing July 1, 2009 and ending June 30, 2012.

IN WITNESS WHEREOF, the parties have hereunto affixed their Signature on this 24 day of May, 2012.

SOUTH KINGSTOWN MUNICIPAL  
EMPLOYEES ASSOCIATION/  
NEARI



FOR THE TOWN OF SOUTH  
KINGSTOWN, RHODE ISLAND



**APPENDIX A**

FY 2009-2010 MUNICIPAL PAY PLAN

TO BE ADJUSTED IN ACCORDANCE WITH THE AGREEMENT BETWEEN THE PARTIES.

GRADE	ENTRY	STEP A	STEP B	STEP C
1	20,709	21,018	21,327	21,637
2	29,571	30,591	31,610	32,630
3	30,591	31,610	32,630	33,650
4	32,630	33,650	34,669	35,689
5	33,650	34,669	35,689	36,709
6	35,689	36,709	37,727	38,747
7	37,727	38,747	39,767	40,786
8	39,766	40,786	41,806	42,826
9	41,759	42,729	43,701	44,865
10	44,670	46,613	48,555	50,497
11	50,497	51,508	52,801	54,382
12	53,411	55,353	56,713	59,238
13	61,071	63,507	65,412	67,374

FY 2009-2010 MUNICIPAL PAY PLAN (PART TIME SCHEDULE)

GRADE	ENTRY	STEP A	STEP B	STEP C
Custodian	14.10	14.46	14.83	15.21
Office Assistant	14.58	14.95	15.32	15.69
Fiscal Clerk	14.83	15.21	15.58	15.95
Electrical Inspector	21.11	21.75	22.40	23.07

FY 2010-2011 MUNICIPAL PAY PLAN

GRADE	ENTRY	STEP A	STEP B	STEP C
1	21,175	21,491	21,807	22,124
2	30,236	31,279	32,321	33,364
3	31,279	32,321	33,364	34,407
4	33,364	34,407	35,449	36,492
5	34,407	35,449	36,492	37,535
6	36,492	37,535	38,576	39,619
7	38,576	39,619	40,662	41,704
8	40,661	41,704	42,747	43,790
9	42,699	43,690	44,684	45,874
10	45,675	47,662	49,647	51,633
11	51,633	52,667	53,989	55,606
12	54,613	56,598	57,989	60,571
13	62,445	64,936	66,884	68,890

FY 2010-2011 MUNICIPAL PAY PLAN (PART TIME SCHEDULE)

GRADE	ENTRY	STEP A	STEP B	STEP C
Custodian	14.42	14.79	15.16	15.55
Office Assistant	14.91	15.29	15.66	16.04
Fiscal Clerk	15.16	15.55	15.93	16.31
Electrical Inspector	21.58	22.24	22.90	23.59

FY 2011-2012 MUNICIPAL PAY PLAN

GRADE	ENTRY	STEP A	STEP B	STEP C
1	21,651	21,975	22,298	22,622
2	30,916	31,983	33,048	34,115
3	31,983	33,048	34,115	35,181
4	34,115	35,181	36,247	37,313
5	35,181	36,247	37,313	38,380
6	37,313	38,380	39,444	40,510
7	39,444	40,510	41,577	42,642
8	41,576	42,642	43,709	44,775
9	43,660	44,673	45,689	46,906
10	46,703	48,734	50,764	52,795
11	52,795	53,852	55,204	56,857
12	55,842	57,871	59,294	61,934
13	63,850	66,397	68,389	70,440

FY 2011-2012 MUNICIPAL PAY PLAN (PART TIME SCHEDULE)

GRADE	ENTRY	STEP A	STEP B	STEP C
Custodian	14.74	15.12	15.50	15.90
Office Assistant	15.25	15.63	16.01	16.40
Fiscal Clerk	15.50	15.90	16.29	16.68
Electrical Inspector	22.07	22.74	23.42	24.12

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## APPENDIX B

### SKMEA POSITION ALLOCATION SCHEDULE

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

**APPENDIX C**

**HEALTHCARE INSURANCE SUMMARY OF BENEFITS AND DEFINITIONS.  
Healthmate Coast-To-Coast**

Dependent/Student Age	See Section 2.1 – Who is Eligible for Coverage.		
Dependent Children	Dependent children are covered until January 1 <sup>st</sup> after their 19th birthday.		
Full-time Student	Dependent children are covered until January 1 <sup>st</sup> after their 25th birthday when enrolled as a full-time student. If full-time student status ends, coverage will end the first day of the month following the end of student status.		
<b>SUMMARY OF MEDICAL BENEFITS</b>			
<i>Deductible/Out-of-Pocket Expense/Plan Lifetime Maximum</i>		<i>In-Network</i>	<i>Out-of-Network</i>
<i>Deductible per calendar year</i>	Single	None	\$200 per person per calendar year
	Family	None	\$200 per person per calendar year for up to 3 family members
<i>Annual Maximum Out-of-Pocket Expense (deductible and office visit copayments do not apply)</i>	Single	None	\$3,000 per person per calendar year
	Family	None	\$3,000 per person per calendar year for up to 3 family members
<i>Plan Lifetime Maximum</i>	Per Person	Unlimited	Unlimited
<i>Service</i>	<i>Section</i>	<i>Benefit Limit</i>	<i>In-Network</i>
<i>Ambulance</i>	3.1		
• Ground	3.1		80% coverage
• Air/water	3.1	\$3,000 maximum per occurrence	80% coverage
<i>Behavioral Health</i>	3.2		
• <i>Inpatient Mental Health *</i>	3.2	Unlimited	100% coverage
• <i>Outpatient Mental Health</i>	3.2	30 visits per member per calendar year	100% coverage less \$15 copayment per individual session/\$10 copayment per group session
• <i>Transitional Outpatient Services *</i>	3.2	See Section 3.2 for programs and limitations.	100% coverage
• <i>Inpatient Chemical Dependency *</i>	3.2	Detoxification: 5 admissions or 30 days per calendar year, which ever comes first.  Rehabilitation: 30 days per calendar year.	100% coverage
• <i>Outpatient Chemical Dependency</i>	3.2	30 hours per member per calendar year.	100% coverage less \$15 copayment per individual session/\$10 copayment per group session
<i>Cardiac Rehabilitation</i>	3.3		

*Handwritten initials/signatures*

• <i>Inpatient</i>	3.3		100% coverage	80% coverage
• <i>Outpatient</i>	3.3	Up to 3 visits/week up to 12 weeks	80% coverage	80% coverage**
Chemotherapy Services	3.29			
• <i>Inpatient</i>	3.29		100% coverage	80% coverage
• <i>Outpatient</i>	3.29	Drug coverage benefit level is based on service type and site of service. See Section 3.27 - Prescription Drugs for details.	100% coverage	80% coverage
• In a <i>doctor's</i> office	3.29	Drug coverage benefit level is based on service type and site of service. See Section 3.27 - Prescription Drugs for details.	100% coverage	80% coverage
Chiropractic Medicine	3.4	12 visits per calendar year	100% coverage less \$10 <i>copayment</i> per visit	80% coverage less \$10 <i>copayment</i> per visit
Consultations in the <i>Hospital</i>	3.5	Must be requested by <i>doctor</i> in charge of your care. Limited to one (1) consultation per specialty per period of hospitalization.	100% coverage	80% coverage
Contraceptive Drugs and Devices	3.6	Coverage varies based on type of contraceptive service. See Section 3.6.		
Diagnostic Imaging, Lab, and Machine Tests	3.7	See Section 3.7 for limitations.		
• <i>Inpatient</i>	3.7		100% coverage	80% coverage
• <i>Outpatient</i>	3.7		100% coverage	80% coverage
• <i>Outpatient</i> Non-Hospital facility	3.7		100% coverage	80% coverage
Preventive Imaging, Lab, and Machine Tests	3.7	See Section 3.7 for limitations.		
• <i>Inpatient</i>	3.7		100% coverage	80% coverage
• <i>Outpatient</i>	3.7		100% coverage	80% coverage
• <i>Outpatient</i> Non-Hospital facility	3.7		100% coverage	80% coverage
<i>Doctor's Hospital</i> Visits	3.8		100% coverage	80% coverage
Early Intervention Services (EIS)	3.9	Up to \$5000 per child, from birth to 36 months, per calendar year. 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 <i>Deductible</i> does not apply.
<i>Emergency</i> Services	3.10	Coverage for true <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>Experimental/</i>	3.11	Coverage varies based on type of		

Investigational Services		service. See Section 3.11.		
Hemodialysis Services	3.12	When under the supervision of a <i>hospital</i> or <i>program</i> approved by us.		
• <i>Inpatient</i>	3.12		100% coverage	80% coverage
• <i>Outpatient</i>	3.12		100% coverage	80% coverage
• In your home	3.12		100% coverage	80% coverage
Hemophilia Services	3.13	Limited to 56 treatments per calendar year.		
• <i>Outpatient</i>	3.13		100% coverage	80% coverage
• In a Doctor's Office	3.13		100% coverage less \$10 <i>copayment</i> per visit	80% coverage less \$10 <i>copayment</i> per visit
Home Health Care *	3.14	Intermittent skilled services when ordered by a physician and approved by the <i>plan</i> . Drug coverage benefit level is based on service type and site of service. See Section 3.27 – Prescription Drugs.	100% coverage	80% coverage
Hospice Care *	3.15	When provided by an approved hospice care <i>program</i> . Drug coverage benefit level is based on service type and site of service. See Section 3.27 – Prescription Drugs.	100% coverage	80% coverage
<i>Hospital Services</i> *	3.16	Unlimited days at a <i>general hospital</i> or a <i>specialty hospital</i> ; maximum of 45 days per calendar year for physical rehabilitation.	100% coverage	80% coverage
House Calls	3.17		100% coverage less \$10 <i>copayment</i> per visit	80% coverage less \$10 <i>copayment</i> per visit
Human Leukocyte Antigen Testing	3.18	Once per <i>member</i> per lifetime	100% coverage	80% coverage
Infused Therapy	3.19			
• <i>Inpatient</i>	3.19		100% coverage	80% coverage
• <i>Outpatient</i>	3.19	Drug coverage benefit level is based on service type and site of service. See Section 3.27 – Prescription Drugs.	100% coverage	80% coverage
• In the Doctor's office, or In your home	3.19	Drug coverage benefit level is based on service type and site of service. See Section 3.27 – Prescription Drugs.	100% coverage	80% coverage
Lyme Disease Diagnosis and Treatment	3.20	Coverage varies based on type of service. See Section 3.20		
Medical Equipment, Medical Supplies, and Prosthetic Devices	3.21			

• <i>Inpatient</i>	3.21		100% coverage	80% coverage
• <i>Outpatient</i>	3.21		80% coverage	80% coverage**
• Hearing Aid Services	3.21	Hearing Aid coverage limited to \$1,000 per ear, per 3-year period for a covered dependent child under the age of 18.	80% coverage	80% coverage**
• Diabetic equipment and supplies provided by a licensed medical supply provider (other than a pharmacist)	3.21		80% coverage	80% coverage**
Office Visits	3.22			
• Adult Immunizations	3.22	Level of coverage is for the administration of the injection.	100% coverage	80% coverage
• Allergist & Dermatologist	3.22		100% coverage less \$15 <i>copayment</i> per visit	80% coverage less \$15 <i>copayment</i> per visit
• Diabetes Education	3.22	Individual and group sessions are covered based on medical necessity.	100% coverage less \$10 <i>copayment</i> per visit	80% coverage less \$10 <i>copayment</i> per visit
• <i>Hospital Based Clinic Visits</i>	3.22		100% coverage less \$10 <i>copayment</i> per visit	80% coverage less \$10 <i>copayment</i> per visit
• Nutritional Counseling	3.22	Up to 6 visits per calendar year when prescribed by physician for treatment of illness.	100% coverage less \$10 <i>copayment</i> per visit	80% coverage less \$10 <i>copayment</i> per visit
• Office Visits (other than Pediatric Preventive)	3.22		100% coverage less \$10 <i>copayment</i> per visit	80% coverage less \$10 <i>copayment</i> per visit
• Pediatric Preventive	3.22	Birth – 12 months: 7 visits 13 – 35 months: 3 visits 36 months – 19 years: 1 per year.	100% coverage less \$10 <i>copayment</i> per visit	80% coverage less \$10 <i>copayment</i> per visit
• Specialist Visits	3.22	Routine and non-routine visits.	100% coverage less \$10 <i>copayment</i> per visit	80% coverage less \$10 <i>copayment</i> per visit
• Urgent Care Centers	3.22	See Section 8.0 - free-standing <i>emergency</i> medical center.	100% coverage less \$10 <i>copayment</i> per visit	80% coverage less \$10 <i>copayment</i> per visit
Organ Transplants *	3.23	See Section 3.23 for detailed information.	100% coverage	80% coverage
Physical/ Occupational Therapy	3.24			
• <i>Inpatient</i>	3.24		100% coverage	80% coverage
• <i>Outpatient</i> — Following a <i>hospital stay</i>	3.24	Therapy must begin within 30-days following a hospital stay, home care <i>program</i> , or ambulatory surgical procedure.	100% coverage	80% coverage
• <i>Outpatient</i> -Not following a <i>hospital stay</i>	3.24		80% coverage	80% coverage**

• In a <i>doctor's/</i> therapist's office	3.24		80% coverage	80% coverage**
Podiatrist Services	3.25	See routine foot care exclusions.	100% coverage less \$10 <i>copayment</i> per visit	80% coverage less \$10 <i>copayment</i> per visit
Pregnancy Services and Nursery Care	3.26	Includes pre-natal, post-natal and delivery services.	100% coverage	80% coverage
Infertility Treatment	3.26	Includes oral or injectable infertility drugs regardless of where dispensed.	80% coverage	80% coverage**
Prescription drugs dispensed and administered by a licensed health care <i>provider</i> (other than a pharmacist)	3.27	See Section 3.27 - Prescription Drugs for details.		
• Medications other than injected or infused	3.27	Medications are included in the allowance for the medical service being rendered. Includes chemotherapy drugs used for other than cancer treatment.		
• Injectable medications	3.27	Includes chemotherapy drugs used for other than cancer treatment.	80% coverage	80% coverage**
• Infused medication	3.27	Includes chemotherapy drugs used for other than cancer treatment.	80% coverage	80% coverage**
• Chemotherapy Drugs used for Cancer Treatment	3.27		100% coverage	80% coverage
Prescription Drugs Purchased at a Pharmacy	3.27	See Summary of Pharmacy Benefits below.		
Private Duty Nursing *	3.28		80% coverage	80% coverage**
Radiation Therapy	3.29			
• <i>Inpatient</i>	3.29		100% coverage	80% coverage
• <i>Outpatient</i>	3.29		100% coverage	80% coverage
Respiratory Therapy	3.30	See <i>program</i> requirements in Section 3.30.	100% coverage	80% coverage
Skilled Care in a Nursing Facility *	3.31		100% coverage	80% coverage
Speech Therapy	3.32			
• <i>Inpatient</i>	3.32		100% coverage	80% coverage
• <i>Outpatient</i> *			80% coverage	80% coverage**

<ul style="list-style-type: none"> <li>In a <i>doctor's/</i></li> <li>therapist's office *</li> </ul>	3.32		80% coverage	80% coverage**
Surgery Services				
<ul style="list-style-type: none"> <li><i>Inpatient</i></li> </ul>	3.33		100% coverage	80% coverage
<ul style="list-style-type: none"> <li><i>Outpatient</i></li> </ul>	3.33		100% coverage	80% coverage
Vision Care Services	3.34	One routine eye exam per calendar year.	100% coverage less \$10 <i>copayment</i> per visit	80% coverage less \$10 <i>copayment</i> per visit
<b>SUMMARY OF PHARMACY BENEFITS</b> <b>Prescription Drugs Purchased at a Pharmacy</b>				
Drugs purchased at a pharmacy	3.27	<i>Coinsurance</i> applies to each 30-day supply or portion thereof of maintenance and non-maintenance drugs.	80% coverage  Your <i>coinsurance</i> is based on the retail cost of the drug.	50% coverage**  <i>Deductible</i> does not apply.  Our reimbursement is based on the retail cost of the drug. You are responsible to pay up to the retail cost of the drug.
Mail Order	3.27	Maintenance and non-maintenance drugs. <i>Coinsurance</i> applies to each 90-day supply or portion thereof.	80% coverage  Your <i>coinsurance</i> is based on the retail cost of the drug.	Not Covered
Injectable Drugs	3.27	Same as pharmacy coverage, except for injectable infertility drugs. Infertility drugs are covered the same as infertility services. See Section 3.26.		
Chemotherapy Drugs used for Cancer Treatment	3.27	Oral, injectable or infused drugs are covered.	100% coverage	100% coverage <i>Deductible</i> does not apply.
Prescription drugs dispensed and administered by a licensed health care <i>provider</i> (other than a pharmacist).		See Summary of Medical Benefits, above.		
Diabetic equipment and supplies purchased at a pharmacy	3.27			
<ul style="list-style-type: none"> <li>Glucometers</li> </ul>	3.27		80% coverage <i>Deductible</i> does not apply.	50% coverage** <i>Deductible</i> does not apply.
<ul style="list-style-type: none"> <li>Test Strips</li> </ul>	3.27		80% coverage <i>Deductible</i> does not apply.	50% coverage** <i>Deductible</i> does not apply.

<ul style="list-style-type: none"> <li>Lancet and Lancet Devices</li> </ul>	3.27		80% coverage <i>Deductible</i> does not apply.	50% coverage** <i>Deductible</i> does not apply.
<ul style="list-style-type: none"> <li>Miscellaneous Supplies (including alcohol swabs and calibration fluid)</li> </ul>	3.27		80% coverage <i>Deductible</i> does not apply.	50% coverage** <i>Deductible</i> does not apply.

*llc*

MEMORANDUM OF UNDERSTANDING

between


TOWN OF SOUTH KINGSTOWN

and

SOUTH KINGSTOWN MUNICIPAL EMPLOYEES ASSOCIATION

The parties' agree to implement the following articles of this agreement according to the table below.

Article/Issue	Implementation Date
Article 4.2 – Layoffs	Start of Contract
Article 5.5 – Overtime Call back	Start of Contract
Article 5.6 – Callback	April 1, 2012
Article 5.7 – Cell phone	April 1, 2012
Article 5.8 – Mileage	April 1, 2012
Article 7.2 & 7.5 – Sick Leave	Start of Contract
Article 8.1 – Bereavement	April, 1, 2012
Article 8.4 – Personal Leave	April 1, 2012
Article 10 – Salaries and Longevity	Start of Contract
Article 22.1 though 5 – Health Care	Start of Contract
Article 22.6 Co-share	Start of Contract
Article 22.8-a - Post Employment Benefit	April 1, 2012
Article 22.10 – Buy-Back	April 1, 2012
Article 23.5 – Clothing	Start of Contract
Article 29.1 – Evergreen Contract Provision	Deleted
Housekeeping Revisions	Start of Contract

  
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 For the Town  
 5/24/12

  
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 For the Union  
 5/24/12