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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF NORTH PROVIDENCE
RHODE ISLAND
DEPARTMENT OF PUBLIC WORKS

AND

R.I. COUNCIL 94, AFSCME, AFL-CIO

ON BEHALF OF LOCAL 1491A

(JULY 1, 2019 – JUNE 30, 2022)

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AGREEMENT

This Agreement entered into between the Town of North Providence, Rhode Island, hereinafter referred to as the "Employer" or "Town" and Rhode Island Council 94 of the American Federation of State, County and Municipal Employees (AFL-CIO) on behalf of the Town's Department of Public Works employees, hereinafter referred to as the "Union".

ARTICLE 1

RECOGNITION

1.1 The Town recognizes the Union as the sole and exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. The Town shall not be required to recognize any Employee's private legal counsel in any stage of the grievance and arbitration procedures set forth in this Agreement nor shall the Union permit any such counsel to participate in or observe any stage of those dispute resolution procedures in any capacity, it being understood that the Union is the sole and exclusive representative of all Town Employees.

1.2 The bargaining unit consists of all of the Town's Department of Public Works employees as defined in the Rhode Island State Labor Relations Board Case No. EE 3405 (Old EE 3031) but excluding executive, guards, professional employees and supervisors for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2

UNION SECURITY

2.1 Consistent with *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, United States Supreme Court – Decided June 27, 2018, upon written authorization of any employee covered by this Agreement, the Town shall

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deduct from the employee's salary his Union dues, service charges, or service fees on a bi-weekly basis and shall remit to the Union the amount deducted, together with a list of the members who have had payments deducted. Membership dues, service charges, or service fees shall be established in an amount determined by the Union.

2.2 The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization, or with any individual so long as the Union is the bargaining representative.

2.3 The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity on behalf of the Union, nor will the Employer encourage membership in another Union. The Union shall not discriminate against an employee for declining membership in the Union or for declining to participate in activity on behalf of or in support of the Union.

2.4 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, political affiliation or any other prohibited basis for discrimination under law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All references in this Agreement to an "employee" or "employees" as well as the pronouns "he", "him" or "his" are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3

DUES CHECK-OFF

3.1 Upon receipt by the Town of a signed, voluntary authorization form by an employee, the Employer agrees to the Union Check-off System whereby Union dues, service charges, or service fees will be withheld from the employee's check at regular intervals

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of no greater length than thirty-one (31) days made to the order of Rhode Island Council 94, 1179 Charles Street, North Providence, Rhode Island 02904, and accompanied by a list of employees paid.

3.2 The Union shall indemnify, save and hold harmless the Town and any of its agents, employees, or representatives performing required duties of the Town against any and all claims, suits, orders, judgments or other form of liability, of any nature, brought or issued against the Town as a result of the Town's compliance with the dues, service charges, or service fees deduction provisions of this article, including without limitation, all costs, expenses and counsel fees which may be incurred or imposed upon the Town.

3.3 Upon receipt of a voluntary written authorization from any employee covered by this Agreement on forms provided by the Union, the Town shall deduct from the pay of such employees the PEOPLE contributions authorized by the employee and forward said deduction to Council 94 A.F.S.C.M.E. Deductions shall not be coupled with Union dues and shall be forwarded separately.

ARTICLE 4

HOURS OF WORK

4.1 Eight (8) consecutive hours shall constitute a normal work day. At all times the hours shall be 7:00 a.m. to 3:30 p.m. Five (5) days shall constitute a normal work week, Monday through Friday inclusive. The Town retains the right to establish or change shifts. At the discretion of the Director of the Department of Public Works, and upon approval of the Mayor, the Town may implement different shifts to accommodate the demands of the department, to enhance the efficiency of the department or to maximize the delivery of services to the public. The Town shall meet and confer with the Union prior to implementing changes in shifts. In the event such a change in shifts is implemented, employees shall be paid an hourly shift differential of $2.00.

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ARTICLE 5

OVERTIME

5.1 Time and one-half shall be paid in each or any of the following instances:

All time worked in excess of eight (8) hours in any one (1) day.
All time worked in excess of forty (40) hours in any one (1) week.
All-time worked on Saturday as such.

5.2 Time and one-half shall be paid for all work performed on paid holidays in addition to holiday pay.

5.3 Double time shall be paid for all work performed on Sunday.

5.4 The Town will make every reasonable effort to distribute overtime equally among all employees. The Town will use the master seniority list established by date of hire to distribute overtime equally on a rotating basis among all employees. There shall be an additional seniority list for the purpose of sewer back-ups.

5.5 The Town agrees to make available to the Union a record of overtime work.

5.6 Overtime work may be withheld from employees who have not worked the entire eight (8) hour shift unless the absence was excused by the Department Head.

5.7 Overtime work on Saturday may be withheld from employees who have not worked the five (5) full days unless the absence was for a legitimate reason or the employee was excused by the Department Head.

ARTICLE 6

OUT OF GRADE PAYMENT

6.1 If any employee is requested to work in a higher classification for one (1) day, said employee shall receive pay in the higher classification.

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ARTICLE 7

CALL IN PAY

7.1 In the event an employee reports for work on his regular shift without having been previously notified not to report, he shall be given at least four (4) hours work or if no work is available, he shall be given four (4) hours pay at his rate. This section shall not apply when operations are suspended due to causes beyond the control of the Town.

7.2 Any employee called in and reporting for work after the termination of his regular shift shall receive time and one-half for all hours worked, but shall receive not less than three (3) hours pay at time and one-half.

ARTICLE 8

HOLIDAYS

8.1

Election Day	Fourth of July
Thanksgiving	**Victory Day
Day after Thanksgiving	Labor Day
½ day before Christmas	Columbus Day
Christmas Day	Veterans Day
½ day before New Year's Day	½ day Good Friday
New Year's Day	1 Floating Holiday
*Presidents' Day	Memorial Day
Martin Luther King Day	

*A skeleton crew will be needed on Presidents' Day. Those working shall receive compensatory time off at the rate of time and one-half.

**In the event that Victory Day is eliminated, a personal day will be added.

8.2 Whenever a holiday falls during the employee's scheduled vacation, said employee shall receive an additional day off.

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8.3 Employees absent due to any of the following reasons shall be eligible for holiday pay:

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a. Jury Duty
b. Military Leave
c. Bereavement Leave
d. Approved Sick Leave

8.4 To be eligible for holiday pay, an employee must work the scheduled work day immediately preceding the holiday and the scheduled work day immediately following the holiday, unless the employee's absence is excused by the employee's Department Head or extenuating circumstances are established to the reasonable satisfaction of the Town.

ARTICLE 9

BULLETIN BOARDS

9.1 The Town shall permit the Union to post notices on Bulletin Boards.

ARTICLE 10

POSTING OF VACANCIES & NEW POSITIONS

10.1 The Town agrees to post all vacancies which it determines to fill and new positions on all department bulletin boards within seven (7) days of their occurrence. Temporary vacancies that become permanent will be posted and will be filled within sixty (60) days. All other positions are to be filled within thirty (30) days. Vacancies and new positions which do not require postings are:

a. Positions not included within the bargaining unit.
b. Positions which will remain vacant.

10.2 When a position covered by this Agreement becomes vacant and the Town intends to fill the position, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7)

working days. Employees interested shall apply in writing within the seven (7) work day period. Within five (5) days of expiration of the posting period, the Town will award the position to the most senior qualified applicant. The successful applicant shall be given ten (10) working days as a trial period in the new position at the applicable rate of pay. If within the trial period it is determined by the Town that the employee is not qualified to perform the work, he shall be returned to his prior position and rate of pay.

10.3 If no applicant is qualified, the Town may fill the position from outside the bargaining unit.

ARTICLE 11

DISCIPLINARY ACTION

11.1 No employee who has completed his probationary period shall be discharged without just cause. Disciplinary action may be imposed upon an employee for just cause. If a supervisor intends to impose discipline on an employee, it shall be done in private and the employee may request the presence of the Union President. Disciplinary action shall include the following and may be imposed in circumstances where appropriate: Oral reprimand, written reprimand, suspension, demotion or discharge.

11.2 The Union acknowledges that the Town has the duty of maintaining good discipline since it is responsible for the efficient operation of the Town.

11.3 It is agreed that the Town may dismiss or suspend any employee only for just cause subject to the terms of this Agreement. Failure to obtain and maintain a Class B CDL as required in Section 30.5 shall constitute good cause for dismissal and termination of an employee; provided however, that said dismissal and termination shall not be subject to the grievance and arbitration provisions of this agreement.

11.4 An employee, on the anniversary date of any disciplinary action may request a hearing before the Director of Public Works and the Town Personnel Director to remove said disciplinary action from the employee's personnel file. The decision shall be based on

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the sole discretion of the Director of Public Works and the Town Personnel Director and shall not be subject to the grievance procedure.

11.5 Should there be any dispute between the Town and the Union concerning the existence of just cause, such dispute shall be adjusted through the grievance procedure in accordance with the terms of this Agreement.

ARTICLE 12

LEAVE OF ABSENCE

12.1 Upon application in writing to the Town, an employee shall be granted a leave of absence without pay for a period up to ninety (90) days for reasons of personal illness or illness in the immediate family if there is mutual consent for such leave of absence by the Town and Union; provided however, that consent shall not be unreasonably withheld by the Town and Union when a medical certification is submitted which substantiates the need for the leave of absence.

12.2 To the extent it may be applicable, the Town agrees to comply with federal and state parental and family medical leave statutes including the *Family and Medical Leave Act* ("FMLA") *of 1993*, Pub. L. No. 103-03, Section 405(b)(2), 107 Stat. 6 (1993) and the *Rhode Island Parental and Family Medical Leave Act* ("RIPFMLA"), R.I.G.L. 28-48-1, *et seq*. Each employee in the bargaining unit agrees to comply with all requirements of these statutes, including but not limited to, employee advance notice of leave, medical certifications and fit-for-duty certifications. Each employee understands that the Town may provide the employee with notice that any such leave taken will be counted against his annual sick leave entitlement. Additionally, an eligible employee is permitted to choose to substitute any form of accrued paid leave under this Agreement (e.g. sick leave, personal leave or vacation leave) for unpaid FMLA or RIPFMLA leave. If an employee does not choose to substitute accrued paid leave for FMLA or RIPFMLA leave, the Town may require that substitution by providing timely notice to the employee.

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12.3 Leave of absence for reasons other than those above shall be granted at the discretion of the Town. The Union and Town shall document in writing the amount of time which the Town has granted as a leave before the commencement of the leave.

12.4 Leaves of absence requested under this section shall not be unreasonably withheld.

12.5 At the termination of the leave of absence, the employee will, upon application, be returned to his former position if he is able to perform the work. In the event the former position has since been abolished, the employee will be returned to an equivalent position if one is available. In each case, the employee will receive the then prevailing rate of pay for the position to which he has been assigned. The provisions of this paragraph are subject to the seniority provisions of this Agreement.

12.6 Seniority shall be retained and shall accumulate during all leaves of absence.

12.7 Written application must be submitted to the Town thirty (30) days prior to the commencing date, except in cases of illness.

12.8 All employees shall have recall rights for up to eighteen (18) months.

ARTICLE 13

VACATIONS

13.1 All employees covered under this Agreement shall receive a vacation with pay, paid in advance, according to the following schedule:

YEARS OF SERVICE	VACATIONS
a. At least one (1) year but not more than five (5) years	2 weeks
b. At least five (5) years but not more than ten (10) years	3 weeks
c. Ten (10) years or more	4 weeks, 2 days

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Annual vacation requests, when approved by most seniority, must be submitted by all employees no later than March 15th each year. After this date, any vacation will be honored by first requests, regardless of seniority.

13.2 Vacation time may be granted during all months of the working year. All vacation requests must be submitted five (5) days in advance to the Director and approved by the Town. Provided, however, the Town reserves the right to deny vacation requests based on workload, or number of requests.

13.3 Employees completing the years of service shall be granted vacation accordingly. New employees, upon completion of a six-month period, shall be entitled to accrued vacation.

13.4 Department Heads shall be responsible for the approval of vacation periods for employees under their jurisdiction in accordance with seniority. If for any reason annual vacation days, holiday time, or personal days have not been discharged by the employee, such earned and unused time shall be carried forward automatically for use to any succeeding year.

13.5 Employees covered by this Agreement shall not be called back to work while on vacation, during their vacation period, except for emergency work and if called back, shall receive the regular vacation pay plus time and one-half for hours worked.

13.6 All employees covered by this Agreement shall receive two (2) personal days per year, with pay, to take care of personal business. Requests must be to the Director and approval shall not be unreasonably withheld.

ARTICLE 14

SICK LEAVE

14.1 All employees on the payroll as of the signing of this Agreement shall be granted whatever days accrued sick leave they have as of the date of the signing of this Agreement. Thereafter, paid sick leave shall accrue at the rate of one (1) full day per

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month up to a maximum of one hundred eighty (180) days; provided, however, that should an employee be on any form of leave for three (3) consecutive months, then the accrual of sick leave shall cease until said employee returns to work. For employees hired on or after July 1, 2012, paid sick leave shall accrue at the rate of (1) full day per month up to a maximum of ninety (90) days. Sick leave shall be discharged in increments of no less than one-half (1/2) of a sick day.

14.2 Paid sick leave shall be granted for sickness or injury and for absence due to quarantine in the family. Exposure to a contagious disease or enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only shall also entitle an employee to sick leave. If an employee cannot report to work due to illness or injury, then sick leave will not be allowed unless notification of the illness or injury is given to the DPW Director, or his designee, by the employee before the time he is scheduled to start work, or within thirty (30) minutes after the start of his scheduled shift, otherwise sick leave shall be denied.

14.3 The Town may require a doctor's certificate prior to the payment of sick leave after three (3) days, or if sick leave is being discharged in a pattern indicative of suspected abuse, provided advance notice is given to the Union to require a certificate for a suspected abuser of sick leave. The employee shall use the form that is attached and made a part hereof. The willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action. The Union and employees of the bargaining unit acknowledge that regular and predictable attendance is an essential function of each position within the bargaining unit.

14.4 Upon termination by retirement or death, if such employee shall not have used actual sick leave time equal to his sick leave credits, such employee or his estate shall on such termination be entitled to receive full pay for each sick leave day to his credit as of the date of his termination.

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14.5 Upon voluntary termination, after five (5) years of service, any employee covered by this Agreement shall receive all accumulated sick leave up to a maximum of thirty-five (35) days.

ARTICLE 15

BEREAVEMENT

15.1 In case of death of a mother, father, wife, husband, child, brother, sister, grandchild, mother-in-law, father-in-law, or grandparent, or in cases of other members of the employee's or spouse's immediate family, such employee shall be entitled to a leave of absence with pay from the time of notification of death to and including the day following the burial of the deceased, except in cases where unusual travel distances exist, when such period may be extended up to three (3) days.

15.2 In the event there is a death in the employee's immediate family, but not in his immediate household, the employee shall be granted leave for the day of the funeral services without loss of pay. In case of the death of an uncle, aunt, cousin, niece, nephew, brother-in-law or sister-in-law, including the same for the spouse's side of the family, bereavement leave with pay shall be granted for the day of the funeral.

ARTICLE 16

MILITARY SERVICE-JURY DUTY

16.1 The Town will comply with the provisions of the Veterans Re-employment Rights Act (VRR) 38 USC, Sections 2021-2026 and the Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994, 38 USC, Sections 4301-4333, as amended and re-codified as well as all other state and federal laws governing members of the armed services and veterans.

16.2 The Town agrees that when an employee is absent due to annual reserve military training of two (2) weeks, he shall receive the difference between his straight time hourly pay and that which he receives for his military service.

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16.3 An employee who has completed his probationary period, who is required by law to be absent from work for jury duty will be paid the difference between what the employee receives from the court and straight time, earning what he would have received had he worked. In order to qualify for such pay, the employee called for jury duty will be expected to report to work if the employee is excused prior to 11:00 A.M. To be eligible for payment, the employee must notify his immediate supervisor within twenty-four (24) hours after receipt of notice of selection for jury duty and must furnish a written statement showing the date and time served and the amount of pay received.

ARTICLE 17

UNION REPRESENTATIVE-OFFICIAL TIME OFF

17.1 The Town agrees that during regular working hours, on the Town's premises, Local Union Representatives shall be allowed time off with pay with prior approval from the DPW Director to:

a. Post Union notices,
b. Investigate and process grievances, and
c. To meet and/or confer with Council, Local and Town representatives.

17.2 All duly accredited Union business agents, upon advance notice to the DPW Director shall have access to the Town's premises during normal business hours for the purpose of investigating and processing grievances, conferring with Local representatives and/or the Town's representatives, provided that such visits do not hinder or disrupt efficient operations of the Department.

17.3 One (1) delegate per one hundred Union members or fraction thereof shall be granted time off without pay during working hours to attend AFSCME International, Regional, or State Conventions and/or AFL-CIO Regional or State Conventions with the knowledge of the Town. The Town must be given twenty (20) days notice.

17.4 Two (2) Executive Board Members may attend the funeral of a Local Union member with pay.

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ARTICLE 18

COMPENSATION FOR TOOLS AND CLOTHING

18.1 The Town shall furnish all tools necessary for the performance of the employee's assigned duties. Employees shall not destroy, abuse or otherwise disrespect various equipment, tools, etc. owned by the Town.

18.2 The Town shall furnish all necessary foul weather clothing when necessary for the performance of the employee's assigned duties. Gloves will be supplied to all workers. Boots will be supplied to the Asphalt Crew. Employees shall be provided with appropriate personal protective equipment for hazardous work.

18.3 The Town agrees to replace broken tools.

ARTICLE 19

SAFETY AND HEALTH

19.1 The Town and the Union shall cooperate in the enforcement of safety rules and regulations.

19.2 Should an employee complain that his work requires him to be in an unsafe or unhealthy situation in violation of acceptable safety rules, the matter shall be considered immediately by a representative of the Union and said employee's Department Head.

19.3 If the matter is not adjusted satisfactorily, a grievance may be processed according to the grievance procedure.

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ARTICLE 20

EMERGENCY

20.1 In the event of an emergency pertaining to Department of Public Works duties as determined by the Town, all employees are subject to assignment to additional duty by the Director. However, employees shall be given first choice to work in their proper work classification according to seniority, whenever possible.

20.2 In any twenty-four (24) hour period an employee who has worked sixteen (16) hours or more shall be entitled to eight (8) hours rest before re-assignment to Department of Public Works duties.

ARTICLE 21

SENIORITY

21.1 Seniority shall be the relative status of employees with respect to length of service with the Town's Department of Public Works.

21.2 New employees shall be considered probationary employees for a period of four (4) months from date of hire. Upon completion of this four (4) month period, the employee shall be placed on the seniority roster and the effective date of his seniority shall be the date of hire.

21.3 Seniority lists showing the seniority status of employees shall be compiled and thereafter corrected every six (6) months. Two (2) copies of each list shall be given to the Union.

21.4 Employees transferred or promoted to positions outside the bargaining unit shall be deemed to have quit for the purpose of this Agreement and may re-enter the bargaining unit as a new employee.

21.5 The Local Union President and the Chief Steward shall, during their terms of office, have top seniority for layoff and recall purposes only.

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21.6 An employee shall forfeit all seniority rights accrued to him in the event that:

a. He is discharged for just cause,
b. He terminates his employment voluntarily.
c. Upon failure to return to work upon the expiration of a leave of absence.
d. Upon failure to return to work when recalled under the provisions of this article.
e. When he engages in other work while on a leave of absence without the consent of the Town.
f. Upon failure to pay timely, the required Union Dues or Fees and/or to remain a Union member or fee payer in good standing under this contract and/or other appropriate agreements, constitution(s) or State Labor Relations and/or organizing laws (Ref. Letter of Understanding). Specifics of "f" application are governed exclusively by 7/4/92 1991-1993 contract 2 page letter of final additions, corrections and amendments.

21.7 Whenever a layoff becomes necessary, employees will be laid off on the basis of their seniority and those with the least seniority shall be laid off first. Whenever it becomes necessary to recall employees with recall rights who were laid off, they shall be recalled by classification or position in the inverse order of their layoff. Laid off employees shall retain recall rights for eighteen (18) months from date of layoff.

21.8 Employees whose jobs are abolished or eliminated shall be permitted to, exercise their seniority rights in accordance with the layoff provisions.

21.9 Employees subject to recall shall be notified by the Town by registered mail, return receipt requested. A copy of such recall letter shall be given to the Local Union President. The employee shall have seven (7) calendar days subsequent to the date of signature of the return receipt in which to notify the Town that he will return to work. Such registered letter shall be mailed to the employee's last known mailing address.

21.10 The Town agrees with the concept of seniority and further agrees that the principle shall be applied with respect to:

a. Any vacancies the Town declares to exist and determines to fill, excepting positions that require minimum qualifications as determined solely by the discretion of the Town; provided however, that it is expressly understood that: (i) seniority shall not be a controlling determinant in filling any vacancies; (ii) the Town shall fill vacancies with due consideration of a candidate's qualifications

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and ability, as well as his performance history, attendance, punctuality, and such other factors in the candidate's employment history as may be relevant, all as discretionarily determined by the Town; and (iii) an arbitrator shall have no authority to disturb the Town's decision in filling any vacancy, unless it is determined that the Town's discretionary decision was exercised in an arbitrary and capricious manner as proven by clear and convincing evidence.

b. Vacation schedules.

21.11 Disputes over the application of seniority shall be subject to the grievance and arbitration procedures of this Agreement; subject however to the limitations on the arbitrator's authority as set forth in Section 21.10.

ARTICLE 22

PLANNED OVERTIME

22.1 The Town agrees that all regular and foreseeable overtime shall be posted and, employees shall be notified forty-eight (48) hours in advance.

ARTICLE 23

NEW EMPLOYEES

23.1 All new employees hired by the Department of Public Works shall be deemed for the first four (4) months of their employment, to be probationary employees. All probationary employees may be dismissed during the probationary period without resort to the grievance and arbitration procedures of this Agreement.

ARTICLE 24

SUMMER HELP

24.1 The Town may continue its practice of hiring high school and college students to work during their school vacation, provided that said students working will not cause any layoff, suspension or termination of any employee covered under this Agreement.

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ARTICLE 25

STRIKES AND LOCKOUTS

25.1 No employee covered by this Agreement shall engage in, induce, cause or encourage any strike, sit-down, sit-in, work slowdown, work cessation, work stoppage, work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind for any reason during the life of this Agreement. The Town will not cause a lockout of any employee.

ARTICLE 26

SAVINGS CLAUSE

26.1 If any portion of this Agreement shall be found to be inconsistent with the laws, such portion shall be ineffective and the remainder of the Agreement shall remain in full force and effect. In addition, the Union may exercise the option of negotiating a replacement clause within ninety (90) days of the Union's knowledge of said loss.

ARTICLE 27

REST PERIODS

27.1 There shall be one fifteen (15) minute break each day taken in the morning.

27.2 There shall be a forty-five (45) minute lunch period - 12:15 - 1:00 p.m., the first fifteen (15) minutes of which shall be with pay and the final thirty (30) minutes of which shall be without pay.

27.3 Ninety-degree temperature work rule; Employees covered by this Agreement shall be allowed an extra 15 minutes rest period on days in which the temperature outdoors reaches 90 degrees Fahrenheit. Further, employees covered by this Agreement shall have the right to leave work provided they use their own time and at the discretion of the Director of Public Works or his designee. The thermometer used for this article will be placed at the Town Garage.

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ARTICLE 28

GRIEVANCE AND ARBITRATION

28.1 DEFINITION: EXEMPTION; EXCLUSIVITY.

A grievance is a dispute between an employee, employees, or the Union and the Town which involves the application, meaning or interpretation of the express provisions of this Agreement, provided however that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance.

Union stewards and officers shall be granted reasonable time off during working hours to investigate and to seek to settle grievances, without loss of pay. An aggrieved employee or employees shall be granted the right to Union representation during the course of the grievance procedure without loss of pay.

28.2 PROCEDURAL STEPS

Step 1. Not later than ten working (10) days after the event giving rise to the grievance, the Union may submit a grievance in writing to the DPW Director with a copy to the Chief of Staff. The department director or his designee shall respond to the Union in writing within ten (10) working days of the receipt of the grievance.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing by the Union to the Chief of Staff, within ten (10) working days thereafter. The Chief of Staff shall give his written answer to the grievance to the Union within ten (10) working days after receipt of the grievance.

Step 3. If the grievance is not settled at Step 2, it shall be presented in writing by the Union to the Mayor within ten (10) working days thereafter. The Mayor shall give his written answer to the grievance within ten (10) working days after receipt of the grievance.

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28.3 WRITTEN PRESENTATION/MEETING WITH CHIEF OF STAFF OR MAYOR

A good faith and bona fide effort shall be made to include in all grievances: the facts giving rise to the grievance; the provision(s) of the Agreement alleged to have been violated; the name(s) of the aggrieved employee(s); and remedy sought. All grievances shall be signed and dated by a duly authorized Union representative. The Chief of Staff or Mayor may request a meeting with the employee and his duly authorized Union representative.

28.4 WAIVER

Any grievance which is not presented at Step 1 within ten (10) working days excluding Saturdays, Sundays and holidays, of the date of occurrence or injury (whichever is later) shall be deemed to have been waived.

28.5 SUBMISSION TO ARBITRATION.

If a grievance is not resolved at Step 3, such grievance may, at the request of the Union, be referred to the American Arbitration Association in accordance with its governing rules for voluntary labor arbitration.

The submission to arbitration must be made within fifteen (15) working days of the receipt of the Mayor's answer, as stated in Step 3 or else it shall be deemed to have been waived.

28.6 ARBITRATOR'S AUTHORITY AND JURISDICTION

The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which violates or is inconsistent with any of the terms of this Agreement or applicable law.

28.7 BINDING EFFECT

Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties and they agree to apply the decision of the arbitrator to all substantially similar situations.

28.9 FEES AND EXPENSES OF ARBITRATION

The fees and expenses for arbitration shall be shared equally by the Union and the Town.

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ARTICLE 29

HEALTH, DENTAL AND WORKERS' COMPENSATION INSURANCE

29.1 Consistent with R.I.G.L. §28-7-49, the Town shall provide all members of the bargaining unit with the following health insurance coverage.

Preferred Provider Organization (PPO). The Town shall provide and pay a portion of the cost of a PPO plan, either individual or family, which shall be the standard health insurance plan offered to members of the bargaining unit. The PPO plan shall contain in and out of network benefits. Unless contrary to R.I.G.L. § 28-7-49, the PPO plan's network shall not contain less than 90% participation by Rhode Island physicians and include benefit, service and network levels no lower than those in effect at the time of execution of this Agreement. A summary of benefits for said PPO plan shall be appended hereto and incorporated herein. Additionally, a summary description of said PPO plan shall be available through the Town's Personnel Department.

Effective July 1, 2019 through June 30, 2022, each employee shall contribute one hundred thirty-eight and 49/100 ($138.49) dollars bi-weekly on a pre-tax basis by payroll deduction toward the Town's working rates for said PPO for a family plan and sixty-two and 43/100 ($62.43) dollars for an individual plan.

There shall be $100 employee point-of-service co-payments for emergency room visits without admittance to the hospital. In-patient and out-patient deductibles shall be $25 per visit with an annual cap of $100 per individual and $300 per family. Effective July 1, 2010, there shall be a $15 point-of-service co-payment for primary care physician visits.

29.2 In addition, the Town shall provide for all employees who have completed twenty (20) years of service, upon mandatory retirement, individual or family health insurance, whichever is applicable, as provided in the contract for a period not to exceed thirty-six (36) months from the date of said retirement. Said coverage will only be provided if the retiree is ineligible for either federal or state Medicare programs. Effective July 1, 2016, the cost of such coverage provided in this section shall be shared between the

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Town and any employee retiring on or after July 1, 2016 to the same extent as active employees co-share.

29.3 The Town agrees to provide workers' compensation benefits to employees covered under this Agreement in accordance with standards prescribed by applicable State of Rhode Island statutes.

29.4 Consistent with R.I.G.L. §28-7-49, the Town agrees to assume the full cost of providing each employee with a dental plan with substantially equivalent benefits and network to those existing on the date of execution of this Agreement. A summary of benefits for said dental plan shall be appended hereto and incorporated herein. Additionally, a summary description of said dental plan shall be available through the Town's Personnel Department. All employees covered by this Agreement shall receive vision care pursuant to the provisions of the PPO Plan referred to in Section 29.1 or upon election of another plan, shall receive vision care pursuant to the selected plan's provisions.

29.5 The employee shall have the option to accept the health insurance herein, or in lieu thereof, the sum of $1000.00, payment of which shall not be included in a regular payroll but shall be made separate and apart. Employees shall have the option to receive in lieu of the dental coverage herein, the sum of $275.00. The provisions of this section shall not apply to an employee who is married to another employee of the Town or its school department.

ARTICLE 30

MANAGEMENT RIGHTS

30.1 The Town shall have the right to discharge any new employees during said employee's probationary period of four (4) months.

30.2 Except as abridged or restricted by any provision of this Agreement or by applicable law, all of the authority, power, rights, jurisdiction and responsibilities of the Town are retained by and reserved exclusively to the Town, including but not limited to: the right to supervise and control all of its departments and employees; to direct, hire, layoff, promote, transfer

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and assign employees within the bargaining unit, or to suspend, demote, discharge or otherwise discipline said employees for just cause; to maintain the efficiencies of Town operations, and to determine the methods, means, processes and personnel by which such operations are to be conducted.

The Town has the right to promulgate reasonable policies, rules and regulations pertinent to the employees covered by this Agreement, so long as these policies, rules and regulations or any of the rights in this article do not conflict with the terms and conditions of this Agreement and applicable law.

The exercise of rights normally entrusted to management shall be subject to any obligations the Town may have under R.I.G.L. § 28-9.4, or obligations imposed upon the Town by relevant statute.

30.3 The Town shall establish safety rules.

30.4 The Town may introduce new jobs and the rates to be paid shall be a negotiable item.

30.5 All employees in the bargaining unit shall obtain and maintain in good standing a Commercial Driver's License (CDL) Class B, as a condition of continued employment with the Town. The failure of any employee to obtain and maintain in good standing a CDL shall be grounds for immediate termination of employment, and such termination shall not be subject to challenge or review through the grievance and arbitration procedures set forth in this Agreement. Notwithstanding the foregoing, all employees hired prior to July 1, 2016 are exempt from the requirements of this Section 30.5, unless listed on Exhibit A, which is attached hereto and made a part hereof. All new employees, employees who currently possess a CDL Class B (as listed on Exhibit A), and employees hired prior to July 1, 2016 who obtain a CDL Class B, shall be required to maintain in good standing a CDL Class B as a condition of continued employment with the Town. The failure of any such employee to obtain and maintain in good standing a CDL shall be grounds for immediate termination of employment, and such termination shall not be subject to challenge or review through the grievance and arbitration procedures set forth in this Agreement.

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ARTICLE 31

WAGES AND LONGEVITY

TITLE	07/01/2019	07/01/2020	07/01/2021
Working Foreman – Senior	$28.29	$28.86	$29.44
Working Foreman – Junior	$22.21	$22.65	$23.10
Parks Foreman	$23.43	$23.90	$24.38
Clerk***	$19.83	$20.23	$20.63
Equipment Operator/Truck Driver	$22.46	$22.91	$23.37
Truck Driver/Laborer	$20.80	$21.21	$21.64
Laborer	$19.83	$20.23	$20.63
Tree Trimmer	$20.74	$21.15	$21.57
Bus Driver/Truck Driver	$20.75	$21.16	$21.58
Tractor Driver	$20.75	$21.16	$21.58
Vac All Operator	$22.46	$22.91	$23.37
Water Jet Operator	$22.46	$22.91	$23.37

* All wages reflect rate per hour
** There shall be a fifty (.50) cent per hour stipend for CDL – Class B
*** The clerk who performs data entry shall receive a three thousand ($3,000.00) dollar stipend which shall not be included for longevity or pension calculation purposes. This stipend shall be paid in installments in each payroll period.
**** A crew of three (3) shall include a crew chief designated by the DPW Director using the criteria in Section 21.10a. The crew chief shall be paid an hourly stipend of one ($1.00) dollar.

31.2 All employees covered by this Agreement shall receive longevity payments according to the following schedule:

LONGEVITY

5 years service	6%
8 years service	9%
15 years service	11%
18 years service	11.5%

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ARTICLE 32

LABOR POSITIONS

32.1

Working Foreman, Senior	Truck Driver/Laborer
Working Foreman, Junior	Laborer
Bus Driver/Truck Driver	Tractor Driver
Parks Foreman	Tree Trimmer
Clerk	Vac All Operator
Equipment Operator/Truck Driver	Water Jet Operator

32.2 The Town agrees to forward to the Union the chain of command.

32.3 The Town agrees to furnish a seniority list to the Union upon request.

32.4 No one outside the bargaining unit shall perform work normally performed by employees within the bargaining unit, except as provided herein.

32.5 The Town shall supply each employee, on a monthly basis, an accrued hours report stating the number of hours each employee has accumulated to his credit for sick leave, annual leave or personal leave.

32.6 The Town shall provide clean and sanitary work areas and shall maintain such areas in a clean and orderly manner.

32.7 Each employee shall have access to his or her own personnel file in accordance with Rhode Island and Federal Statutes

ARTICLE 33

LIFE INSURANCE

33.1 Employees covered by this Agreement shall be provided with a $30,000.00 term life insurance policy.

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ARTICLE 34

DURATION

34.1 This Agreement shall become effective on the 1st day of July, 2019 and shall remain in effect through the 30th day of June, 2022.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective duly authorized signatures this 15th day of July, 2019.

For R.I. Council 94 A.F.S.C.M.E. AFL-CIO
Local 1491A

Silvio Napolitano IV
Attorney/Sr. Staff Representative
RI Council 94, AFSCME, AFL-CIO

Joseph Riccardi
President

For the Town of North Providence

Charles A. Lombardi
Mayor

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APPENDIX "A"

HEALTH CARE PROVIDER CERTIFICATE

I, _____, a health care provider duly licensed as
(Name of Health Care Provider)

a _____ to practice in the State of _____, do hereby
(Health Care Provider Licensure) (State Where Licensed)

certify to a reasonable degree of medical probability that:

1. I _____ examined _____ treated _____
(Check one or both) (Name of Patient/Town of North Providence Employee)
on _____.
(Date/Dates of Examination/Treatment)

2. The _____illness _____injury _____condition_____ symptoms which I
(Check all that apply)

_____ diagnosed _____ treated did functionally impair _____
(Name of Patient/Town of North Providence Employee)

from performing his/her regular duties and responsibilities as a _____
(Job Title or Position)
for the Town of North Providence from _____ and continuing through
_____ _____.
(Initial Date of Impairment) (Ending Date of Impairment)

3. I further certify and confirm that I have been provided with sufficient information, including a description of the regular tasks, duties, responsibilities and work schedule of
_____.
(Name of Patient/Town of North Providence Employee)

4. _____ is fit for full and unrestricted duty unless
(Name of Patient/Town of North Providence Employee)

specifically noted below.

_____

_____
(Carefully List Any and All Restrictions, Impairments or Other Limitations)

Name of Health Care Provider: _____
(Print Full Name)

Address of Health Care Provider:

_____

Signature of Health Care Provider: (Sign Here) _____

Date of Signature: _____

PLEASE RETURN THIS FORM TO THE TOWN OF NORTH PROVIDENCE,
ATTN. DPW DIRECTOR OR TO THE PATIENT/EMPLOYEE

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

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For Out-of-Network providers **$100** for an individual plan / **$300** for a family plan.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Doesn't apply to some services with a fixed dollar copay and prescription drugs.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply.
Are there other deductibles for specific services?	No	You don't have to meet deductible for specific services.
What is the out-of-pocket limit for this plan?	For In Network providers **$6350** for an individual plan / **$12700** for a family plan. For Out-of-Network providers **$6350** for an individual plan / **$12700** for a family plan.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out–of–pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No	You can see the specialist you choose without a referral.

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$10 copay per visit	$10 copay plus 20% coinsurance per visit	None
	Specialist visit	$10 copay per visit	$10 copay plus 20% coinsurance per visit	Chiropractic Services are limited to 12 visit(s) per year; $15 copay for allergy and dermatology office visits
	Preventive care/ screening/immunization	No Charge	$10 copay plus 20% coinsurance	Member liability for Out-of-Network is based on services received; You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for; For additional details, please see your plan documents or visit
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance	

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.BCBSRI.com.	Tier 1 generally low cost generic drugs	$5 copay per prescription for maintenance (retail & mail - order) $15 copay per prescription (mail- order non-maintenance)	Not Covered	No charge for certain preventive drugs; Preauthorization is required for certain drugs; Infertility drugs: 20% coinsurance; deductible does not apply
	Tier 2 generally high cost generic and preferred brand name drugs	$15 copay per prescription for maintenance (retail & mail order) $45 copay per prescription (mail-order non-maintenance)	Not Covered	
	Tier 3 non-preferred brand name drugs	$30 copay per prescription for maintenance (retail & mail order) $90 copay per prescription (mail-order non-maintenance)	Not Covered	
	Tier 4 specialty prescription drugs	$30 copay per prescription (Specialty pharmacy)	50% coinsurance; deductible does not apply	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is recommended; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fees	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
If you need immediate medical attention	Emergency room care	$100 copay per visit	$100 copay; deductible does not apply per visit	Emergency room: Copay waived if admitted; Urgent care: Applies to the visit only. If additional services are provided additional out of pockets costs would apply based on services received.
	Emergency medical transportation	$50 copay per trip	$50 copay; deductible does not apply per trip	
	Urgent care	$25 copay per urgent care center visit	$25 copay plus 20% coinsurance per urgent care center visit	

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	45 day limit at an inpatient rehabilitation facility; Preauthorization is recommended; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fee	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	$10 copay/office visit No Charge for outpatient services	$10 copay plus 20% coinsurance/office visit 20% coinsurance for outpatient services	Preauthorization is recommended for certain services
	Inpatient services	No Charge	20% coinsurance	
If you are pregnant	Office visits	$10 copay per visit	$10 copay plus 20% coinsurance per visit	Depending on the type of services, coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance	Private Duty Nursing: 20% Coinsurance
	Rehabilitation services	20% coinsurance	20% coinsurance	Includes Physical, Occupational and Speech Therapy; No Charge for services to treat autism spectrum disorder; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Habilitation services	20% coinsurance	20% coinsurance	
	Skilled nursing care	No Charge	20% coinsurance	Custodial care is not covered; Preauthorization is recommended
	Durable medical equipment	20% coinsurance	20% coinsurance	Preauthorization is recommended for certain services; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Hospice service	No Charge	20% coinsurance	None

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	$10 copay per visit	$10 copay plus 20% coinsurance per visit	Limited to one routine eye exam per year.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

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

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

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

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

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

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

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

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

Language Access Services:

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

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

如果需要中文的帮助，请拨打这个号码 1-800-639-2227.

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

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

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About these Coverage Examples:

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

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$0
Specialist copayment	$10
Hospital (facility) coinsurance	No Charge
Other coinsurance	20%

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

Total Example Cost	$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	$0
Copayments	$30
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$90**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$0
Specialist copayment	$10
Hospital (facility) coinsurance	No Charge
Other coinsurance	20%

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

Total Example Cost	$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	$0
Copayments	$300
Coinsurance	$200
What isn't covered	
Limits or exclusions	$30
The total Joe would pay is	**$530**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$0
Specialist copayment	$10
Hospital (facility) coinsurance	No Charge
Other coinsurance	20%

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

Total Example Cost	$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	$0
Copayments	$200
Coinsurance	$80
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$280**

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

DENTAL

Understanding Your Plan

Your Benefit Summary

PUBLIC WORKS (ACTIVE)

Group Number: 1429-0004

Dental Premier®

Effective: 07/01/2019 - 06/30/2020

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

Icons

- P Pre-treatment Estimate Recommended
- A Prior Authorization Required
- D Deductible Applies

Provisions

Annual Maximum: $1,500

Elective Orthodontic Lifetime Maximum: $1,200

Periodontal Maximum: $400

Maximum Lifetime Cap: Unlimited

Individual Deductible: $0

Family Deductible: $0

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

Procedure	Covered At	Frequency / Limitations
DIAGNOSTIC		
Oral exam	100%	Once per calendar year performed by a general dentist
Bitewing x-rays	100%	One set per calendar year
Complete x-ray series or panoramic film	100%	Once every 36 months. A panoramic film is a benefit for individuals ages 6 and older.
Single x-rays	100%	As required
PREVENTIVE		
Cleaning	100%	Twice per calendar year
Fluoride treatment	100%	For children under age 19 once per calendar year
Space maintainers	100%	Once every 60 months for lost deciduous (baby) teeth
RESTORATIVE		
Amalgam (silver) fillings	100%	Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
P Crowns over natural teeth, build ups, posts and cores	100%	Replacement limited to once every 60 months
Recementing crowns or bridges	100%	Once every 60 months
ENDODONTICS		
Root canal therapy on permanent teeth	100%	One procedure per tooth per lifetime.

Continued on back

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Icons

- P Pre-treatment Estimate Recommended
- A Prior Authorization Required
- D Deductible Applies

Beyond Benefits

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

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

Out-of-Network Coverage

You have the freedom to choose any dentist, but it is important to know that your out-of-pocket costs may be higher when you visit a dentist who does not participate in our network. Non-participating dentists have not agreed to accept the [illegible] vance as payment in full, so [illegible] out-of-network dentist may cost you more. You may also have to pay the dentist at the time of service and file a claim yourself. In Rhode Island, nine out of 10 dentists participate with us. To find a participating dentist near you, use our Find A Dentist tool at www.deltadentalri.com.

Procedure	Covered At	Frequency / Limitations
PERIODONTICS		
P Root planing and scaling	50%	Once per quadrant every 24 months
P Osseous (bone) surgery	50%	Once per quadrant every 36 months (bone grafts are not covered)
P Gingivectomies	50%	Once per site every 36 months
P Soft tissue grafts	50%	Once per site every 60 months
P Crown lengthening	50%	Once per site every 60 months
Periodontal maintenance following active therapy	50%	Two per year
PROSTHODONTICS		
P Bridges and crowns over implants	50%	Replacement limited to once every 60 months
P Partial and complete dentures	50%	Replacement limited to once every 60 months
Repairs to existing partial or complete dentures	100%	Once per calendar year
Rebasing or relining of partial or complete dentures	100%	Once every 60 months
EXTRACTIONS AND ORAL SURGERY		
Extractions and other routine oral surgery when not covered by a patient's medical plan	100%	
ORTHODONTICS		
P Elective braces and related services	50%	For dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.
OTHER SERVICES		
Palliative treatment (minor procedures necessary to relieve acute pain)	100%	Twice per calendar year
General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures	100%	

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

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

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