

JULY 1, 2018 - JUNE 30, 2021
COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE TOWN OF NORTH PROVIDENCE
AND
NORTH PROVIDENCE LODGE 13
FRATERNAL ORDER OF POLICE

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INTRODUCTION

This agreement is entered into for the period from the 1st day of July, 2018 through the 30th day of June, 2021, by and between the Town of North Providence, a municipality within the State of Rhode Island (hereinafter called the "Town" or "Employer") and North Providence Lodge 13, Fraternal Order of Police (hereinafter called "Lodge 13" or "Union").

This collective bargaining agreement (hereinafter "agreement") is entered pursuant to the authority granted by the provisions of § 28-9.2-1 et seq. of the General Laws of Rhode Island, known as the "Municipal Police Arbitration Act," including all amendments thereto.

All references in this agreement to "employee", "employees," "member," "patrolman" or "patrolmen" as well as use of the pronoun "he" or the noun "man" are intended to include both genders. When a word connoting the male gender is used, it shall be construed to include female and male employees.

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Section 1. Recognition

The Town hereby recognizes and acknowledges that the Union is the exclusive bargaining agent for all sworn law enforcement employees of the Police Department of the Town ("the department"), from patrolman up (excluding the ranks of Chief and Deputy Chief of Police) for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours, assignments, and working conditions. The Rhode Island State Labor Relations Board Certification in Case No. EE-1561 shall be amended by agreement to exclude the position of Chief of Police and Deputy Chief of Police.

The Town shall be prohibited from imposing any unilateral changes in the terms and conditions of the employment specifically expressed in this agreement.

Section 2. Job Security

All existing positions (excluding the ranks of Chief and Deputy Chief of Police) currently held by regular members of the department (sworn, non-civilian, full-time police officers), from patrolman up, shall continue to be considered job positions to be held by members of the Union. Should any vacancies occur within these positions, they shall be filled by members of the Union in accordance with the provisions of this agreement.

In the event any position, which is currently held by any member of the Union, is abolished if said position is later recreated or reestablished, regardless of its title, it shall be filled by members of the Union in accordance with provisions of this agreement.

In the event a new sworn law enforcement position is created within the department regardless of whether said position is considered a permanent or temporary position, said position shall be filled by members of the Union in accordance with the provisions of this agreement pertaining to the filling of permanent and/or temporary vacancies and/or assignments.

Nothing in this section shall be construed as to imply or restrict the Town from hiring civilian help within the department to perform those duties of a clerical nature, the dispatching function or other support functions. However, it shall be deemed to be in violation of the spirit and provisions set forth in this agreement and subject to the grievance procedure, the hiring of civilian personnel to perform those tasks, duties or assignments which are associated with and

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recognized as being part of the police profession.

Section 3. Right to Strike Prohibited

All employees subject to the terms of this agreement shall have no right to engage in any work stoppage, slowdown or strike against the Town, and Title 28 Chapter 9.2 Section 12 of the General Laws of Rhode Island, as amended, is hereby incorporated by reference into this agreement and made a part hereof.

Section 4. Dues and Assessments

Employees shall have the right to join or refrain from joining Lodge 13.

For any member of the bargaining unit who chooses not to join and thus become a member of Lodge 13, Lodge 13 may charge such member a "Service Fee" on an as needed basis and as permitted by applicable law, in accordance with the FOP's By-Laws where applicable, if said member wishes to utilize the Lodge for purposes of the Grievance Process set forth in this Agreement and/or for representation with respect to disciplinary matters, in the Lodge's capacity as the exclusive bargaining agent of all members of the bargaining unit. The Town shall deduct any such applicable lawful FOP Service Fee and remit said Service Fees so deducted to Lodge 13.

Those employees who do not choose to join Lodge 13 shall be under no further obligation or requirement of any kind to Lodge 13, other than the payment of such applicable and lawful FOP Service Fee on an as needed basis.

The Town shall deduct dues, initiation fees, and assessments from the wages of each employee in the bargaining unit who has authorized the Town in writing to do so by executing a lawful dues deduction instrument. Lodge 13 shall indemnify and hold harmless the Town and any of its agents and employees against any and all claims, liabilities or costs which may be incurred by the Town as a result of its compliance with the contractual payroll deduction requirements.

Section 5. Time Off for Union Business

All members of the bargaining unit, not to exceed three (3), who are officers of Lodge 13 or who are appointed by the President as members of the Union's Collective Bargaining Negotiating Committee, shall be allowed time off with pay for official Lodge 13 business in negotiations, conferences and/or grievance hearings with the Town, without any requirement to make up said time, provided however, that the foregoing shall not be construed as limiting Lodge

13 Negotiating and/or Grievance Committee to three (3) members, in such cases where Lodge 13 supports the financial replacement cost(s) for those committee members exceeding three (3).

The President or his designee and the State Trustee of Lodge 13 may be allowed time off with pay for their attendance at State Lodge Meetings of the Fraternal Order of Police, when such attendance does not create a manpower shortage below minimum standards.

The Chief shall be given two (2) weeks' notice prior to any meeting a member is requesting time off to attend. The Chief, may, at his discretion, ask for proof of said meeting.

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Section 1. Management Rights

The Union recognizes that except as limited, abridged or relinquished by the terms and provisions of this agreement, all rights to manage, direct or supervise the operation of the department and the employees are vested in the Town. For example, but not limited thereto, the Town shall have the exclusive rights, subject to the provisions of this agreement and consistent with applicable laws and regulations: (a) to direct employees in the performance of official duties; (b) to maintain the efficiency of the operations entrusted to it; (c) to issue reasonable rules and regulations; and (d) to suspend, discharge or otherwise discipline members of the department in accordance with the Law Enforcements Officers' Bill of Rights, R.I. G.L. 42-28.6-1, *et seq.* and (e) to exercise any and all rights and authority granted to the Town as an employer by statute, ordinance and applicable regulations, and to comply with its responsibilities thereunder.

No provision of this agreement shall be applied or construed to limit, impede or abridge any of the Town's authority or obligations granted to it under municipal, state or federal law.

Section 2. Non-Discrimination

The Town and the Union mutually agree that they will continue their policies of nondiscrimination on the basis of any individual's race, color, national origin, religious affiliation, sex, sexual orientation, gender identity, or age, and they will not discriminate against any employee on any other basis prohibited by state or federal law. The Town and the Union mutually agree that there will be no discrimination against any employee because he is not a member of the Union or because he engages or does not engage in any activities protected by the Rhode Island State Labor Relations Act.



**ARTICLE III
(Organization and Accreditation)**

Section 1. Organizational Chart

The Town shall supply the Union with the current Organizational Chart within thirty (30) days from the ratification of this agreement, upon which shall be listed the numbers and ranks of officers and patrolmen authorized to serve on the department. A copy of the Organizational Chart shall be incorporated by reference herein, but said Organizational Chart shall be subject to changes by the Town.

Any changes in the Organizational Chart, including but not limited to, changes in its design, staffing, numbers and/or ranks shall be management's prerogative.

Section 2. National Accreditation Program

The Town and Lodge 13 hereby agree to adopt and incorporate into this agreement, by reference, the General Orders which make up the National Accreditation Program for Law Enforcement Agencies.

The Town and Lodge 13 further agree that should any questions, disagreements, and/or grievances arise from any disputes or conflicts between language in this agreement and language in those General Orders encompassing the standards adopted and implemented for the National Accreditation Program, including but not limited to, disputes or conflicts involving meaning, application, intent or interpretation of language, the language and provisions of the agreement shall prevail and take precedence over those General Orders of the Accreditation Program.

Lodge 13 will be forwarded a copy for review of all proposed changes in General Orders encompassing the Accreditation Standards that affect working conditions. This will provide Lodge 13 an opportunity to reduce the potential for conflict between any proposed changes and the agreement, thus reducing the potential for the filing of any grievances on behalf of the members. This opportunity will then solidify the acceptance and application of any changes that are implemented.

In recognition of the department receiving National Accreditation's a law enforcement agency, each member of the department shall be paid on January 1st of the first year following the accreditation the sum of Two Hundred Fifty Dollars (\$250.00) and the sum of Five Hundred

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Dollars (\$500.00) in each subsequent year. This payment shall be made separate from the biweekly paycheck, payable no later than January 15th. Each member shall continue to receive this annual payment as long as the department maintains its accreditation status, by any accreditation agency, as of January 1st of each year.

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ARTICLE IV
(Probationary Employees)

Section 1. Probationary Employees

An employee shall be classified as a probationary employee effective upon his date of appointment to the department as a full-time police officer*, and remain on probation until twelve (12) months after the date of graduation from the Rhode Island Municipal Police Training Academy; however, in no instance shall an employee serve a probationary period greater than twenty-four (24) months from his date of hire.

Section 2. Limitation of Rights of Probationary Employees

During an employee's probationary period of employment, he shall be entitled to the rights and benefits established by this agreement, provided however, that he shall not be accorded (a) the right to invoke the grievance or arbitration processes to review, challenge or appeal the imposition of any form of discipline or a suspension or dismissal from employment with the Town; or (b) the right to exercise any rights, privileges or procedures set forth in the Law Enforcement Officers' Bill of Rights, Title 42, Chapter 28.6 et. seq. of the General Laws of Rhode Island.

Section 3. Changeover to Permanent Status

Upon successful completion of the probationary period, an employee shall automatically be classified as a permanent employee.

* See R.I.G.L. 28-9.2-2(a) and (b). See also, R.I.G.L. 28-92-3(2), which defines a police officer as a full-time police officer from the rank of patrolman up to and including the rank of chief.



ARTICLE V
(Work Schedules and Manning)

Section 1. Work Week

The regular work week shall be thirty-seven and one-half (37 ½) hours. Each employee shall work four (4) days in succession at eight (8) hours a day and shall have two (2) consecutive days off after the fourth day.

Section 2. Shifts

Shifts shall be as follows:

First Watch:	12:00 Midnight to 8:00 a.m.
Second Watch:	8:00 a.m. to 4:00 p.m.
Third Watch:	4:00 p.m. to 12:00 Midnight
Overlap Shifts:	11:00 p.m. to 7:00 a.m.
	7:00 a.m. to 3:00 p.m.
	3:00 p.m. to 11:00 p.m.

Section 3. Detectives

Detectives may be assigned second and third watches. However, they may be assigned other periods of duty by the Chief of Detectives or Chief.

Section 4. Two Shifts In One Day

No officer will be allowed or required to work more than sixteen (16) hours in any twenty-four (24) hour period. It is understood that special circumstances may arise causing a need for officers to exceed sixteen (16) hours of work in a twenty-four (24) hour period; provided, however, that if such circumstances arise, the Chief of Police may allow or require officers to exceed the sixteen (16) hour limit.

Section 5. Changes In Schedule

Any change in the above designated shifts (Section 2) or in the work week (Section 1) shall be negotiated with the Union, and waivers from individual officers for such changes shall be permitted.

Section 6. Administrative Schedule

In addition to the regular work week defined in Section 1, there shall be an administrative



schedule consisting of five days of work, Monday through Friday, with Saturday and Sunday off (the "Administrative Schedule"), otherwise known as the "five-and-two schedule." Officers assigned to the Administrative Schedule shall work eight-hour days and a forty-hour work week.

All officers are paid wages based on a 37.5-hour work week as provided in Article IX, Section 1. Officers who work the Administrative Schedule do not receive additional wages for work performed between 37.5 hours and 40 hours, but rather receive other forms of compensation, including but not limited to ATO, as provided in Article X, Section, Section 5.

Officers assigned to the Planning and Training Division, Community Policing Division, School Resource Officers, Traffic Division, Prosecution Division, Special Investigation Unit, Internal Affairs, Detective Division and all Captains shall be assigned to an Administrative Schedule. The Chief of Police may assign other Officers to and Administrative Schedule at his discretion.

Section 7. Minimum Manning

The Town and the Union hereby agree that it is in their best interest to have a minimum number of patrolmen and supervisors actually on duty to cover the road assignments within the Town for each tour of duty. In that context, the following is a schedule for the minimum number of patrolmen required to actually be on the street for each watch.

<u>WATCH</u>	<u>NUMBER OF PATROLMEN</u>
1st - Midnight to 8:00 a.m.	(4)
2nd - 8:00 a.m. to 4:00 p.m.	(5)
3rd - 4:00 p.m. to 12:00 Midnight	(5)

<u>WATCH</u>	<u>NUMBER OF SUPERVISORS</u>
1st - Midnight to 8:00 a.m.	(1)
2nd - 8:00 a.m. to 4:00 p.m.	(1)
3rd - 4:00 p.m. to 12:00 Midnight	(1)

In addition to the above minimum number of patrolmen that shall be working on the road during the times listed above, patrolmen shall also be assigned to work the Complaint Desk as follows:

<u>WATCH</u>	<u>NUMBER OF PATROLMEN</u>
1st - Midnight to 8:00 a.m.	Optional
2nd - 8:00 a.m. to 4:00 p.m.	Optional, but Mandatory when only one (1) supervisor is on duty in patrol
3rd - 4:00 p.m. to 12:00 Midnight	Optional, but Mandatory when only one (1) supervisor is on duty in patrol

An employee held over from a previous shift for more than four (4) hours shall be allowed his next working day off as compensable time and be paid for the extra shift worked at the rate of time and one-half (1 ½).

No more than two supervisors (Sergeants and Lieutenants) assigned to the Patrol Division shall be allowed scheduled time off per shift. Exceptions may be made by approval of the Chief of Police. No less than two (2) men (including civilian help) shall be assigned to the police station at all times, insofar as practicable.

Section 8. Call Back for Patrol

In the event it becomes necessary to call back officers to satisfy manning requirements within the Patrol Bureau, it shall be done in accordance with the following:

- Call back shall be done by seniority on a rotating basis.
- Call back shall first be offered to patrolmen.
- In the event that patrolmen are unable to fill the positions needed, call back shall then be offered to Detectives, by seniority on a rotating basis.
- In the event that patrolmen or Detectives are unable to fill the positions needed, call back shall then be offered to sergeants, by seniority on a rotating basis.
- If the manning requirement is still not satisfied, then the junior patrolman (on a rotating basis) shall be ordered back to work.

Section 9. Call Back for Supervisors

In the event it becomes necessary to call back supervisors to satisfy manning needs within the Patrol Bureau, it shall be done in accordance with the following:

- Call back shall be done by seniority on a rotating basis.
- Call back shall first be offered to sergeants and lieutenants.

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· In the event that sergeants or lieutenants do not fill the positions needed, call back shall then be offered to captains.

· If the manning requirement is still not satisfied, then the junior sergeant (on a rotating basis) shall be ordered back to work.

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**ARTICLE VI
(Seniority)**

Section 1. Computation of Seniority

The Town hereby recognizes the rights of seniority of the employees of the department.

Seniority of the employees shall be computed according to the continuous service in each rank, except patrolmen, where seniority shall be computed according to continuous service from the date of appointment by the Town as a police officer. Detective shall be considered a promotional rank, where seniority shall be calculated by date of original assignment to the Detective Division for all Detectives assigned prior to July 1, 2018, there after seniority will be calculated by date of promotion to the Detective Division. The active service of an involuntary nature in the Armed Forces of the United States shall be considered as part of said employee's continuous service.

When more than one (1) employee is employed as a police officer by the Town on the same date, their seniority shall be determined based on their score attained at the Municipal Police Training Academy with the highest scorer having greater seniority.

Section 2. Bidding for Assignments

Employees shall be permitted to choose their duty assignments on the basis of seniority when consistent with the efficient operation of the department. In the event an employee's seniority rights are denied and he is not permitted to choose his duty assignment, the Town shall contemporaneously provide the employee a written explanation as to how and why the allowing of the employee to choose the duty assignment in question would result in the inefficient operation of the department.

If said employee subsequently chooses to pursue the denial through the grievance procedure, the granting of the duty assignment shall be presumed to be consistent with the efficient operation of the department. The Town shall have the burden of proving how and why the granting of the duty assignment in question would have resulted in the inefficient operation of the department.

Notwithstanding the foregoing, the Chief shall be permitted to assign one officer to each of the following: Internal Affairs, Federal Drug Administration Task Force ("FDA"), High

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Intensity Drug Trafficking Task Force "HIDTA" and Accreditation without regard to seniority or rank. In addition, the Chief may establish criteria (to be agreed upon with the FOP) for bidding for the assignment of the department's K-9 officer(s).

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Section 3. Bidding for Work Shifts

Employees shall be permitted to choose their work shifts on the basis of seniority when consistent with the efficient operation of the department. Work shift availability shall be posted prior to January 1st of each year. In the event that an employee's seniority rights are denied and he is not permitted to choose his work shift, the Town shall contemporaneously provide the employee a written explanation as to how and why the allowing of the employee to choose the work shift in question would result in the inefficient operation of the department.

If said employee subsequently chooses to pursue the denial through the grievance procedure, the permitting of the employee to have chosen his work shift shall be presumed to be consistent with the efficient operation of the department. The Town shall have the burden of proving how and why the granting of the choice of the work shift in question would have resulted in the inefficient operation of the department.

Section 4. Bidding for Complaint Desk

Complaint Desk Duty Assignments shall be filled according to seniority, when such assignment is required by Article V (Work Schedule and Manning), Section 7 (Minimum Manning).

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**ARTICLE VII
(Vacancies)**

Section 1. Day-to-Day Vacancies

Day-to-day vacancies shall be filled on rotating seniority basis.

Section 2. Temporary Vacancies

A temporary vacancy is defined as an absence from a unit, section or division that has existed from the date the absence first occurred. Whether the absence is a result of a newly created position or from an existing position that becomes vacant is immaterial. The Chief shall have the option whether or not to fill such positions on a temporary basis. Provided, however, that when there is an absence within the patrol section for a sergeant or above for a duration greater than ninety (90) days, the Town agrees to fill said vacancy, after the ninety (90) day period, on an acting basis.

Whenever a temporary vacancy occurs within a division, and the Town chooses to fill said position on a temporary basis, the Chief shall fill the vacancy from the appropriate promotional list from among the top three (3) eligible candidates. All appointments pursuant to this section shall be considered temporary and not permanent.

Section 3. Permanent Vacancies

A permanent vacancy is created when any of the following personnel transactions occur: retirement, resignation, termination, permanent promotion, permanent demotion as a form of discipline providing the disciplinary ruling is final. A permanent vacancy shall be filled within thirty (30) days, subject to the provisions of Article III, Section 1.

Section 4. Posting of Vacancies

If the Town determines to fill vacancies, it shall send an e-mail and/or post on the bulletin board located in the squad room for a period of at least ten (10) consecutive days, all vacancies that have become available, including the posting of positions for day-to-day vacancies, annual bid assignments, temporary vacancies, permanent vacancies, and new positions. The Union shall also be provided a copy of all posted material.

Section 5. Filling Patrolmen Vacancies

Whenever a permanent vacancy occurs within the department, the Public Safety Director

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shall, within thirty (30) days therefrom, fill said vacancy by appointing to the department a probationary patrolman, from the eligibility list submitted by the Chief, subject to the provisions of Article III, Section 1.

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**ARTICLE VIII
(Promotions)**

Section 1. Promotional Examinations

Whenever there exists a vacancy in a supervisor's rank, or a detective rank, the Public Safety Director agrees to fill said vacancy through competitive examinations extended to those employees of the next lowest rank, or to eligible patrolmen in the case of detectives. The position of Detective shall be considered a promotional rank.

The Department shall anticipate for filling detective and/or supervisor vacancies, and shall endeavor to have Promotional Lists available at all times.

Not less than thirty (30) days in advance of the date that the competitive examination is to be given, the Union shall be advised of the person or persons compiling the competitive examination and the material from which the questions will be taken.

The Town agrees to fill vacancies within forty-five (45) days from the date the vacancy is recognized, subject to the provisions of Article III, Section 1. When a detective/promotional list is available, the vacancy must be filled from that list and the Town is prohibited from allowing any detective/promotional list to expire during the forty-five (45) day time period.

Section 2. Eligibility Requirements

A. Time-in-Grade Requirement: In order to be eligible to take competitive examinations, the following continuous service requirements must be met for the particular position in question.

Detective: Patrolmen with four (4) years of continuous service with the Department shall be eligible to take the competitive examination for promotion to the rank of Detective.

Sergeant: Patrolmen with five (5) years of continuous service with the Department shall be eligible to take the competitive examination for the rank of Sergeant.

Lieutenant: Sergeants with two (2) years of continuous service in that rank with the Department shall be eligible to take the competitive examination for the rank of Lieutenant.

Captain: Lieutenants with two (2) years of continuous service in that rank with the Department shall be eligible to take the competitive examination for the rank of Captain.

Deputy Chief: Any employee holding the rank of lieutenant or above shall be eligible for promotion to the rank of deputy chief, which promotion shall be at the sole discretion of the Public Safety Director; provided however, that nothing herein shall require the Town or its

Public Safety Director to promote or appoint a Deputy Chief from within the department or bargaining unit.

The time-in-grade requirement must be satisfied on the day before the 2-year list expires. However, if the list expires before the normal 2-year period (e.g. all candidates on the list have been promoted or are otherwise no longer on the list), then the time-in-grade requirement must be satisfied as of the date the vacancy was created causing the need for the promotion.

B. Educational Achievement Requirement: The following educational requirements will serve as qualifying prerequisites for promotion.

Sergeant: Successful completion of 30 semester hours of degree program credit in a law enforcement course of study as offered by an accredited college or university.

Lieutenant: Successful completion of 60 semester hours of credit (Associates Degree in Law Enforcement) in a law enforcement course of study as offered by an accredited college or university.

Captain: Successful completion of 120 semester hours of credit (Bachelors Degree in Law Enforcement) in a law enforcement course of study as offered by an accredited college or university.

Section 3. Content of Promotional Examinations

The content of the Sergeant's examination shall be as follows:

- 40% on Supervision
- 20% on Principles of Administrative Organization
- 10% on Department Procedures
- 10% on State and Local Laws
- 20% on Police Investigations and other Patrol Procedures.

The content for the Lieutenant's and Captain's examination shall be as follows:

- 20% on Supervision
- 20% on Principles of Organization
- 20% on Administrative Procedures
- 20% on Field Operations Procedures
- 20% on Laws, Regulations and Local Procedures

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Section 4. Format of Examinations for Detectives

A. Oral Examination: Oral examinations shall be administered by an impartial group of three (3) examiners, all of whom shall be of an equal or higher grade to the position being applied for, two (2) members appointed by the Town who shall not be employees of the Town, and one (1) member appointed by the Union, who shall not be a member of Lodge 13. The final grade for the oral examination shall be based on one hundred (100) points.

B. Written Examination: Written examinations shall be given to permit adequate evaluation of the degree of achievement and preparation for the assignment involved. The final grade for the written examination shall be based on one hundred (100) points.

C. Order/Weighted Distribution: The order of the detective examination and the weighted distribution of each phase shall be as follows:

<u>PHASE</u>	<u>WEIGHT</u>
(1) Oral exam	35%
(2) Written exam	65%

Section 5. Format of Examinations for Supervisors

A. Oral Examination: Oral examinations shall be administered by an impartial group of three (3) examiners, all who shall be of an equal or higher grade to the position being applied for, two (2) members appointed by the Town who shall not be employees of the Town, and one (1) member appointed by the Union, who shall not be a member of the Lodge 13. The final grade for the oral examination shall be based on one hundred (100) points.

B. Written Examination: Written examinations shall be given to permit adequate evaluation of the degree of achievement and preparation for the rank involved. The final grade for the written examination shall be based on one hundred (100) points.

C. Order/Weighted Distribution: The order of the promotional examination and the weighted distribution of each phase shall be as follows:

<u>PHASE</u>	<u>WEIGHT</u>
(1) Oral exam	40%
(2) Written exam	60%

Section 6. Passing Grade

Each candidate must attain a combined weighted score of seventy (70) points or above, out of a possible score of one hundred (100) points, to pass the exam and be eligible for



promotion.

In the event that all employees eligible under the above subparagraphs take and fail to pass the examination for the position they are seeking, the Public Safety Director must, within sixty (60) days, give another examination.

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Section 7. Breaking Ties

In the event of a tie with respect to any competitive examination, same shall be broken based on seniority in accordance with Article VI, Section 1.

Section 8. Results of Examinations

The Town shall provide Lodge 13 with promotional lists upon determination of the final standings. These lists shall contain the names of the qualifying candidates, their respective order of finish, their scores for each phase of the examination process, their final combined weighted score, and if seniority was used as a tiebreaker.

Section 9. Reserved

Section 10. Method of Selection – Supervisors and Detectives

The top three candidates, in the order in which they finished the promotional testing process, shall be furnished to the Public Safety Director who shall make promotions from those three candidates until all three candidates have been promoted or removed from the list for any other reason. Once the original three candidates have been promoted or removed from the list for any other reason, then the next three candidates (i.e. #s 4, 5 and 6) from the original list shall be eligible to be promoted in the same fashion as the original three candidates. This process shall be repeated for the duration of each promotional list.

Section 11. Duration of Lists

All promotional lists shall remain active for two (2) years from the date that Lodge 13 receives a copy of the lists, except when necessary in order to remain active pursuant to the last paragraph in Section 1 of this Article, or until exhausted.

Section 12. Rights of Inspection and Appeal

All the materials, grades or other components of the testing process shall be retained by the Town at least until the expiration of each list and shall be subject to inspection and review by any employee who took the competitive exams.

Any component of the competitive examination process which does not comply with the provisions of this agreement and/or the provisions of the Department's General Orders regarding

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assignments as a detective or promotions shall be subject to the grievance procedure of the agreement.

Section 13. Interim Vacancies - Credit for Time-in-Grade

If the officer who has been filling the vacancy is the first officer assigned/promoted after the competitive examination has been given, then that officer will be credited with the time-in-grade for the period that he was filling said vacancy. However, if the officer who has been filling the vacancy is not the first one who is assigned/promoted after the competitive examination has been given, then the officer will not be credited with any time-in-grade for the period that he was filling the vacancy even if at a later date the officer eventually is awarded the assignment/promotion.

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ARTICLE IX
(Pay)

Section 1. Salaries

	<u>7/1/18 (4%)</u>	<u>7/1/19 (4%)</u>	<u>7/1/20 (3.5%)</u>
Patrolman 1 st Yr.	53,497.07	55,636.95	57,584.24
Patrolman 2 nd Yr.	58,246.62	60,576.48	62,696.66
Patrolman 3 rd Yr.	62,065.65	64,548.28	66,807.47
Detective	65,085.27	67,688.68	70,057.78
Sergeant	68,103.16	70,827.29	73,306.25
Lieutenant	74,382.44	77,357.74	80,065.26
Captain	81,873.68	85,148.63	88,128.83

*All salaries set forth above are based on a 37.5 hours per week schedule.

**All Patrolmen hired after January 1, 2019 shall work at Patrolman 1st Yr. rate for two years prior to being promoted to Patrolman 2nd Yr. rate and shall work at Patrolman 2nd Yr. rate for two years prior to being promoted to Patrolman 3rd Yr. rate.

Section 2. Longevity Pay

All employees shall receive, in addition to the base pay provided for herein, an additional percentage of their gross pay as longevity pay according to the following table, after having served the required length of time for that particular longevity increment.

<u>After:</u>	<u>Annual Longevity Percentage:</u>
Five (5) years of service	6.5%
Seven (7) years of service	9.5%
Twelve (12) years of service	11.5%
Seventeen (17) years of service	12.0 %

In addition, employees with between seven (7) and sixteen (16) years of employment shall receive an additional \$50.00 per year for each year covered by this Agreement.

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Section 3. Holiday Pay

On the following holidays, each employee shall receive two (2) days' pay regardless of whether the employee works the holiday:

- | | |
|------------------------|---------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents' Day | Veterans' Day |
| RI Independence Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Employee's Birthday |
| Victory Day | |

Officers working a 5-2 schedule (Monday through Friday with Saturday and Sunday off), shall be allowed all federal and state holidays off (excluding Election Day) when the holiday is celebrated on a weekday.

Section 4. Retroactive Pay

If, on July 1st of any year, the Town and the Union have not settled a new bargaining agreement, then retroactive payment for any negotiated salary increases shall be paid to each employee by a single payroll check, separate from the biweekly payroll check, within thirty (30) days from the date that the new agreement is signed by the Town and the Union.

Section 5. Administrative Schedule

Effective January 1, 2018, and every January thereafter, each officer assigned to work an Administrative Schedule shall be credited with forty-eight hours of ATO to be utilized on or before December 31 of each year. Any accrued ATO that has not been discharged by an officer by December 31 shall be lost.

ATO cannot be cashed out at the time of retirement and it cannot be discharged for early retirement. A request to discharge ATO may only be denied if it will cause an undue or unreasonable impact on operational effectiveness.

In the event that any officer is assigned to work the Administrative Schedule after the annual accruals are awarded, the officer will be provided with four (4) hours of ATO time for each full month remaining in the year. In the event that an officer who is assigned to work the Administrative Schedule as of January 1 is subsequently reassigned to work a different schedule, the officer will be debited for (4) hours of accrued ATO time for each full month remaining in



the year. To the extent that an officer has an insufficient accrual of ATO time to satisfy the amounts to be debited, the Town shall debit an equivalent amount of accrued compensatory time (or, if insufficient compensatory time is available, vacation time) from the officer.

Section 6. Overtime Pay/Comp Time

Any employee who performs work in excess of eight (8) hours per day or in excess of 37 ½ hours per week (40 hours per week for employees working the five (5) day week) shall be compensated at time and one-half the regular hourly rate.

The Chief, at his discretion, may offer compensatory time in lieu of overtime pay.

At his option, an employee may elect to take "compensatory time," when offered by the Chief, at the rate of time and one-half (1 ½) in lieu of overtime pay. The Town and the employee shall agree when the "compensatory time" shall be used.

No Officer shall be allowed to accrue compensatory time in excess of ninety-six (96) hours. An officer with in excess of ninety-six (96) hours of compensatory time prior to the signing of this agreement, shall not be required to use the accrued hours nor will they lose the accrued hours, but will not be allowed to accrue any additional compensatory hours until his accrued hours are below ninety-six (96).

Section 7. Call Back Pay

Any employee who is called back to duty on his day off shall be compensated for at least four (4) hours, in addition to any time required in excess of a minimum of four (4) hours. Under this section, call-back pay shall be computed at time and one-half (1 ½) of the regular hourly rate. The four-hour minimum shall apply one (1) time per day when applied to the same case report. Additional call-back on that case report will be computed at time and one-half (1 ½) for hours worked during that calendar day.

Section 8. Court Pay

Employees who are required to attend court or attend a hearing during off duty hours shall be compensated at their overtime rate of pay (time and a half) for time expended in connection with their court or hearing appearance, commencing from the time they leave their home or the North Providence Police Station. This section shall be in addition to all other benefits and pay herein provided for. This section shall apply to all courts and hearings, except departmental hearings, at which employees are required to appear.

In no event shall any employee receive less than four (4) hours pay for any court or



hearing attendance.

The Town shall supply transportation to and from the police station for all court appearances.

The Town has the right to require the employee to stand-by for court appearance while off duty without pay. The employee must leave a telephone number where he can be reached. However, should the Town abuse this right, then at the option of the Union, the parties hereto agree to reopen this particular paragraph for renegotiation at any time during the term of this agreement.

Section 9. Contract Resolution Bonus

Effective July 1, 2018, the Town will pay all sworn law enforcement employees of the Department who are active members on the date of the execution of this agreement a Contract Resolution Bonus equal to four percent (4%) of their gross income from the Town, excluding all detail pay, during the period from July 1, 2017 through June 30, 2018. The Contract Resolution Bonus shall be paid in a separate check, subject to deductions for federal and state taxes and pension contributions.

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ARTICLE X
(Clothing and Equipment)

Section 1. Clothing Maintenance Allowance

All employees shall receive a One Thousand One Hundred Fifty Dollars (\$1,150.00) payment as a clothing maintenance allowance to be paid as follows: Five Hundred Seventy-Five Dollars (\$575.00) shall be paid directly to employees by July 15th, and Five Hundred Seventy-Five Dollars (\$575.00) shall be paid directly to employees by December 15th of each year.

New employees shall receive a prorated clothing maintenance allowance of Twenty-Two Dollars and Sixteen Cents (\$22.16) per week.

Section 2. Clothing Uniform Allowance

All employees shall receive an annual clothing allowance of Four Hundred Dollars (\$400.00), in the form of a voucher from the Town for the purchase of clothing and work-related equipment. Employees who do not wear a uniform shall receive their clothing allowance in the form of a check, payable no later than January 15th of each year. The Town shall be responsible for the record keeping of each employee's uniform account.

Money for uniform vouchers shall be credited to each employee's account on January 1st of each year. The Town can allow employees to carry over up to twenty-five percent (25%) of their uniform allowance into the next calendar year. Unused monies that are in employees clothing accounts at the end of the calendar year shall be returned to the Town, and cannot be cashed in, or converted to any other form of payment.

In the event that the Town requires a new type of uniform, the Town agrees to purchase and pay for such new uniforms.

The Chief and the Union shall agree on the amount and type of uniform articles each employee shall have.

New employees shall receive their clothing allowance when hired, to be prorated as follows:

Employees hired during the months of January, February and March shall receive the full allowance.



·Employees hired during the months of April, May and June shall receive three-fourths (3/4) of the annual clothing allowance.

·Employees hired during the months of July, August and September shall receive one-half (1/2) of the annual clothing allowance.

·Employees hired during the months of October, November and December shall receive one-fourth (1/4) of the annual clothing allowance.

The Town will replace or repair clothing and other personal property of employees that is destroyed or damaged in the course of their duties. Within seven (7) days after request has been made of the Chief for the repair or replacement of the clothing, the request shall be investigated and either granted or denied. If the request is denied, such denial can be subject to the grievance procedure.

The Chief may require an inspection of all employees during the months of April and November. Employees may be required to purchase items of uniform they may lack or replace items of uniform that are torn or appear in need of replacement.

Employees having money withheld for uniform replacement shall be reimbursed said money within thirty (30) days of their purchase of required articles of uniform. Plainclothes officers shall be exempt from uniform requirements during the duration of their plainclothes section assignments. Plainclothes officers are expected to be neatly attired.

Section 3. Required Clothing and Equipment

The Town shall provide for each new employee, at the time of the employee's appointment to the department, the protective gear, leather goods and other equipment or accessories as outlined below. These articles shall be issued by the Town separate from the clothing allowance at no cost to the employee.

- (1) Service Pistol (Uniform Personnel)—9mm Sig Sauer P320 Nitron and three (3) magazines.
- (1) Service Pistol (Plainclothes Personnel)—9mm Sig Sauer P320 Nitron and three (3) magazines.
- (1) Holster.
- (1) One (1) Double Magazine Pouch.
- (1) Sam Brown belt.
- (1) Hat Badge.
- (1) Uniform Badge.
- (1) Set of handcuffs with case.

(1) "Mace," or similar product, with holder.

(1) Nightstick.

(1) Traffic Vest.

(1) Reversible regulation raincoat.

(50) Rounds of fresh factory 9mm ammunition per employee, to be issued annually at the time of annual firearm qualification of each year, to replace the current rounds of ammunition in each employee's duty weapon and two (2) magazines.

(1) Key to the traffic boxes on the key rings for each cruiser, if practical.

Whenever any of the items listed above becomes damaged, destroyed, or worn out through use while on official duty, the Town agrees to replace or repair the item at no cost to the employee.

Section 4. Bulletproof Vest

The Town shall provide a new bulletproof vest/body armor level ~~III~~ II to each employee as needed when the manufacturers' guarantee expires; and it shall be mandatory for police officers to wear Town purchased bullet-proof vests/body armor level ~~III~~ II.

Section 5. Vehicles

The Town agrees to maintain all equipment and vehicles in safe operating condition.

All marked and unmarked police vehicles shall be equipped with the following:

- air conditioning.
- external spotlights with internal controls (marked cruisers only).
- rear window defrosters.

In addition, all marked police vehicles shall be equipped with the following:

- shotgun holders or lock box.
- protective screens.
- box of nitrile gloves.

All unmarked police vehicles shall also have portable flashing lights.

Police vehicles shall be inspected every 100,000 miles to determine suitability of the vehicle. Inspections of said vehicle shall be conducted by a representative of the Town and a representative of the Union.

Section 1. Vacations

The number of vacation days with pay to which employees of the department shall be entitled to during the calendar year shall be as follows:

- Six months, but less than one (1) year of service, seven (7) working days of vacation;
- During the employee's second year of service, he shall be entitled to twelve (12) working days of vacation;
- More than two (2) years, but less than five (5) years, entitled to seventeen (17) working days of vacation;
- More than five (5) years, but less than ten (10) years, entitled to eighteen (18) working days of vacation;
- More than ten (10) years, but less than fifteen (15) years, entitled to twenty-four (24) working days of vacation;
- More than fifteen (15) years, entitled to twenty-six (26) working days of vacation.

In utilizing vacation days, employees shall be allowed to take single vacation days on four (4) separate occasions provided the taking of the single day vacation does not require the Town to call back officers to satisfy the minimum manning requirements under Article V, Section 7 (Minimum Manning). These single vacation days are intended to be so-called "floating" days and in that context, they cannot be selected as part of the normal vacation selection process. Instead, these single vacation days may be applied for only after the normal vacation selection process has been completed.

Section 2. Vacation Selection

If more than one employee per shift or assignment desires the same vacation period, and if such request to have more than one employee on vacation causes a need to hire overtime to fulfill manning needs per Article V, Section 7, then the employee who has the highest rank shall have priority. If the employees are of equal rank, then the employee with the most seniority pursuant to Article VI, Section 1 shall have priority.

In the event an employee voluntarily transfers to another shift and/or assignment after the established deadline for submitting vacation requests has passed, that employee shall not be entitled to "bump" another employee's vacation time by invoking his own seniority rights.

In the event an employee is involuntarily transferred or assigned to another shift and/or

assignment for any reason after the established deadline for submitting vacation requests has passed, that employee shall be entitled to choose any vacation time which may coincide with the vacation time of other employees with equal or less seniority as he, and these other employees shall not be required to alter their vacation days, i.e., all employees shall be entitled to their original vacation request once approved.

The Town shall be responsible for filling any vacancies that may result when two (2) or more employees are scheduled for the same vacation days under the circumstances described in the above paragraph.

The Union recognizes the Town's need to establish a deadline for the submittal of vacation requests from the employees. However, any employee later requesting a change in his vacation schedule shall be allowed to do so, provided that such newly requested vacation time is available by not being in conflict with the vacation period of another employee on that shift or assignment regardless of seniority.

Each employee may exercise this option for rescheduling vacation days only once per calendar year, and it shall only apply to one consecutive vacation period. However, the Chief may, in an emergency, waive this "one per year" restriction and grant another rescheduling.

Section 3. Vacation Carryover

Vacation days shall be taken between January 1 and December 31 of each year.

An employee shall be allowed to carry over into the next calendar year, upon approval of the Chief or his designee, an amount of unused vacation days not to exceed four (4) days for those employees working a four (4) and two (2) schedule, and up to five (5) days for those employees working a five (5) and two (2) schedule.

Any amount of vacation time carried over must be exhausted during that year to which it was carried over, and the Chief may regulate the time during which carry over vacation may be taken. However, an employee may elect to have the Town "buy back" such unused vacation time that said employee may have to his credit as of December 31 of the year to which the time was carried over. Payment for unused vacation time shall be by separate check and issued to the employee no later than January 31 of the succeeding year at the employee's hourly rate of pay as of December 31 of the carryover year.



Section 4. Vacation While IOD

An employee on injury leave, whose vacation falls within the period of injury leave, shall not have his vacation period credited against him and shall be granted that vacation period at a later date, or at the employee's option such unused vacation time may be carried over to the employee's date of separation and converted to its monetary equivalent based upon the employee's rate of pay as of December 31 of the year of separation.

Section 5. Accumulated Vacation Payable to Estate

In the event an employee dies prior to retirement, all accumulated, unused vacation leave shall be paid to the duly authorized personal representative of his estate.

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**ARTICLE XII
(Sick Leave)**

Section 1. Sick Leave

Sick leave shall be defined as leave with pay because of an officer's inability to perform his regular duties caused by personal illness, physical or mental incapacity, non-work related injury and/or 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). Sick leave shall also be granted when the employee is required to care for an immediate family member or household member who is ill. Sick leave shall be granted at the rate of fifteen (15) working days per year, pro-rated to 1 1/4 days per month. However, whenever an employee is out of work for more than three (3) consecutive days, the Town, acting through the Chief, may require authentication of such illness.

An employee hired before July 1, 1995 may accumulate an unlimited number of sick leave days. An employee hired after July 1, 1995, may accumulate a maximum combination of two hundred twenty-five (225) vacation and sick leave days.

Section 2. Medical Examinations

If an employee exceeds fifteen (15) sick days leave during a twelve (12) month period without medical authentication for such illness or injury for any of those days from a duly licensed physician, he may be required by the Town to submit to a physical and /or psychological examination with cause, such examination to be at the expense of the Town.

It is understood that medically authenticated sick days shall not be included in the fifteen (15) day total sick days for the purpose of this Section.

Section 3. Effect on Details

An employee exceeding fifteen (15) sick days without medical authentication shall be suspended from the Detail List for a period of ninety (90) days.

An employee shall not be assigned a detail for a period of thirty-six (36) hours from the end of the employee's tour of duty on such sick day.

Section 4. Unexpended Sick Leave

Upon retirement an employee hired before July 1, 1995 has the option of receiving his accumulated sick leave by: (a) a lump sum payment by the Town to the employee at the existing rate of pay for his accumulated sick leave time; or (b) electing to take an early retirement equal to the number of sick days accumulated, in which case the employee will receive full pay and

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benefits for that period, and then be placed on retirement.

If an employee dies prior to retirement, his unused accumulated sick leave shall be paid to the duly authorized personal representative of his estate.

If an employee leaves the department prior to retirement, he shall receive a lump sum payment for all his accumulated sick leave at his existing rate of pay.

In the event an employee hired after July 1, 1995 retires, dies prior to retirement, or terminates his employment in good standing, his accumulated combined vacation and sick leave days, up to a combined maximum of two hundred twenty-five (225) days, shall be paid at the rate of fifty percent (50%) of his current salary calculated on a daily basis, or the employee may have the option to retire at an early date with pay using his two hundred twenty-five (225) days at a fifty percent (50%) value.

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Section 5. Sick Leave Incentive Pay

Employees who do not use any sick leave from July 1 until June 30 of the following year shall be paid a sum of money equal to four (4) days' pay, except patrol officers who were assigned to a patrol function for the entire twelve (12) month period who shall receive six (6) days' pay. An employee who uses sick leave on one (1) occasion during the above stated period shall be entitled to two (2) days' pay.

Section 6. Emergency Sick Leave

Each employee shall be permitted to use sick leave, comp time, or vacation time on an emergency basis for those emergencies that may arise and prevent the employee from either reporting for duty as scheduled or from completing the scheduled tour of duty.

No employee shall be denied the use of emergency leave. However, the Town, acting through the Chief, may require said employee to provide verification of such emergency.

Section 7. Light Duty Assignment

The provisions of Article XVI, Section 6 (IOD) shall also be applicable to employees on sick leave.

**ARTICLE XIII
(Other Leave)**

Section 1. Personal Leave

Employees with less than five years of service shall be entitled to receive one (1) personal day, and those employees having five (5) or more years of service with the department shall be entitled to two (2) personal days, upon approval of the Chief, who shall be provided with seven (7) days' written notice, except in the case of an emergency.

Personal days will be credited on January 1st of each year and must be used by December 31st of that year. No employee shall be permitted to carry over any unused personal days into the next year.

Personal days shall be treated as days worked for the purpose of this agreement and the employee shall not be required to make up such time.

Section 2. Family Leave Day

All employees shall receive one (1) Family Leave Day which shall be granted provided there is no cost to the Town for employee call backs to satisfy the minimum manning provisions pursuant to Article V, Section 7.

Section 3. Funeral Leave

Each employee shall be granted funeral or bereavement leave as follows. Employees shall not be required to make up such time, and these days shall be treated as days worked for the purpose of this agreement.

If a parent, spouse or child of an employee dies, such employee shall receive his next four (4) scheduled working days off after such death. For the purpose of this section, child shall also include any step, foster, or adopted child of the employee.

If a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, immediate aunt or uncle, grandmother, grandfather or grandchild of an employee dies, such employee shall receive his next three (3) working days off after such death.

If a grandmother or grandfather, or aunt or uncle, by blood or marriage of the employee's spouse dies, such employee shall receive his next scheduled working day off after such death or the day of the funeral, whichever he may choose.

If a niece or nephew of the employee dies, such employee shall receive the day of the funeral off.

Section 1. Health Insurance and Dental Insurance—Active Members

July 1, 2018 – June 30, 2019:

For the period from July 1, 2018 through June 30, 2019, the town shall continue to provide the PPO Plan presently in effect, as reflected in the summary of benefits attached hereto as Appendix 1.

Effective January 1, 2019, members of the bargaining unit will contribute, via payroll deduction by the Town, \$153.85 per pay period for family coverage and \$76.93 per pay period for individual coverage equivalent to the health coverage provided by the Town pursuant to the collective bargaining agreement in effect prior to the execution of this Agreement.

July 1, 2019 and thereafter:

Notwithstanding the foregoing, effective July 1, 2019, the Town will provide health coverage for all members of the bargaining unit pursuant to the following terms:

- a. the Town shall provide a healthcare plan with a benefit level, service level and network levels no less than those in existence prior to the execution of this agreement (Appendix 1) and as summarized in the “2000/4000 Deductible Plan” benefits summary attached hereto as Appendix 2.
- b. Employees shall select either family coverage or individual coverage.
- c. The healthcare plan shall be a high-deductible health plan with a Health Savings Account (“HSA”) having a yearly deductible of four thousand dollars (\$4000.00) for family coverage and two thousand dollars (\$2000.00) for individual coverage, a portion of which deductibles shall be paid by the member.
- d. Each member of the bargaining unit shall be issued a health care identification card for each family member and two prepaid HSA credit/debit cards (“HSA card”). The initial HSA cards shall be provided at no cost to the member, but any charges for additional cards or replacements shall be paid by the member.
- e. The Town agrees to advance on July 1 of each year to each member’s HSA card either four thousand dollars (\$4000.00) or two thousand dollars (\$2000.00), as is appropriate for the type of coverage selected by the member. Each member shall then

utilize their HSA card to pay for qualified medical expenses at point of service to satisfy their deductible.

- f. Department members shall reimburse the Town for its advancement of money toward their annual deductible. The amounts to be reimbursed are to be four thousand dollars (\$4,000.00) for family coverage and two thousand dollars (\$2,000.00) for individual coverage. These reimbursements shall be accomplished through bi-weekly payroll deductions. Each member's deduction shall be calculated by dividing the amount advanced by the Town on that member's behalf for a given year by the number of pay periods in that year. The amounts to be withheld are \$153.85 per pay period for family coverage and \$76.93 per pay period for individual coverage. These payroll deductions shall be withheld on a pre-tax basis.
- g. A third-party company will administer the HSA card for bargaining unit members. Any and all costs associated with the administration of HSA cards shall be borne by the Town.
- h. There shall be no premium co-share of the above referenced HSA plan to be contributed by the member toward the cost of the HSA plan. The only cost to the members for the HSA plan shall be the aforementioned deductibles.
- i. In the event that an employee elects not to be furnished with the town's health coverage plan pursuant to this section, the Town will pay that employee \$500 on the first pay day following January 1 of each year.
- j. When an employee who has an unpaid HSA reimbursement balance owed to the Town separates from employment (whether by retirement, death or otherwise), then the entire amount of that employee's unpaid HSA reimbursement balance becomes due and payable to the Town upon that employee's separation. To recover the unpaid HSA reimbursement balance owed by the employee, the Town may deduct the full amount owed from that employee's unpaid wages after other regular deductions have been made. For this purpose, these deductions shall be considered as authorized by R.I. Gen. Laws § 28-14-10(a). If the wage deductions are inadequate to cover the employee's unpaid HSA reimbursement balance, then the Town may cover such amount by deducting amounts as are appropriate from the employee's "bust-out pay" and/or sick leave balance, vacation balance, clothing allowance, clothing-

maintenance allowance, longevity and/or by bringing a legal action against the employee.

- k. Consistent with R.I. Gen. Laws § 28-7-49, the Town agrees to assume the full cost of providing each employee with a dental plan with substantially equivalent benefits and networks to those existing on the date of the execution of this agreement. A summary of benefits for said dental plan shall be appended hereto and incorporated here in as Appendix 3. Additionally, a summary description of said dental plan shall be available through the Town's personnel Department. In the event that an employee elects not to be covered by the dental plan under this section, the Town will reimburse said employee the amount of one hundred fifty dollars (\$150.00).

Section 2. Health Insurance—Retirees

Effective July 1, 1980, any police officer retired with twenty (20) years or more service shall be included in the group for purposes of medical coverage and the Town shall furnish and entirely pay the full premium. The medical benefits to be provided pursuant to this section shall be the ones in effect on the date of the execution of this agreement and attached hereto (Appendix 1 and Appendix 3). In the event a retired employee shall be employed by a firm, person, or corporation providing paid family plan medical benefits, the Town shall suspend the medical coverage it is required to pay under Article XIV, Section 2 for that period of employment; however, if the retiree's new employer requires a contribution for the medical benefits, then the Town shall reimburse the retiree for said contribution each month. Retired employees shall receive this benefit until eligible for federally funded health care (Medicare or equivalent). Additionally, as periodically requested by the Town, and as a condition to receiving continued medical coverage, each retiree and his employer must complete a sworn statement, questionnaire and/or affidavit, on a form satisfactory to the Town. Employees hired on or after January 1, 2015 shall pay five percent (5%) of the Town's working rates for health insurance received in retirement.

Section 3. Health Insurance—Disabled Retirees

Employees who retire on a disability retirement after July 1, 1979 shall be included in the existing contract group for the purposes of medical coverage and the Town shall pay the full premium for said coverage. The medical benefits to be provided pursuant to this section shall be the ones in effect on the date of the execution of this agreement and attached hereto (Appendix 1

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and Appendix 3).

Employees who retire on a disability retirement after July 1, 2004 shall be required to make co-payments for said coverage in accordance with the amount set forth in Section 1 of this Article, provided that the disability retirement benefits (which do not include the so-called supplemental disability payment) are tax-free.

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**ARTICLE XV
(Other Benefits)**

Section 1. Death Benefits

The Town agrees to pay a supplemental death benefit to the beneficiary of any employee who dies in the line of duty as follows:

If the employee is married, then his spouse shall receive sixty-six and two-thirds percent (66 2/3%) of the gross pay that the employee was receiving at the time of his death. The surviving spouse shall receive all yearly increases as provided for in Article XVIII, Section 5. The above payments are inclusive of any survivor benefits that might be paid by the pension carrier. The Town shall be responsible for funding the difference between the benefits specified in this paragraph, and the amount covered by the pension carrier. This supplemental benefit to the surviving spouse shall cease upon: (1) the surviving spouse reaching the age of sixty-five (65); or (2) remarriage of the surviving spouse; or (3) the death of the surviving spouse, at which time this benefit shall be paid to any of the employee's children up until their twenty-first (21st) birthday, unless said children are attending college full time, then said benefit shall continue until they graduate.

If the employee is not married, but has surviving children, then the children shall each receive the benefit as set forth above in the immediate preceding paragraph.

If the employee is not married and has no children, then the employee's named beneficiary shall receive a Ten Thousand Dollar (\$10,000.00) lump-sum death benefit.

If any child of the employee who dies in the line of duty decides to pursue a career with the department, then said children shall have first preference to be hired to fill the next vacancy, upon successfully completing all of the selection requirements that are required by all other applicants at that time.

Section 2. Educational Benefits

The Town shall provide reimbursement for all tuition, books and supplies pursuant to R.I.G.L. 42-28.1-5 within two (2) weeks of successful completion of the courses.

An employee attending any school, pursuant to the so-called Incentive Pay Program shall notify the Town at least thirty (30) days prior to his enrollment at such school.

The Town will provide transportation for all employees attending mandatory schools. A car pool may be utilized.



Section 3. Incentive Pay

Incentive pay awarded to police officers pursuant to R.I.G.L. 42-28.1-6 shall be distributed through the Town by check separate from the biweekly paycheck and no retirement contribution shall be deducted from said incentive payment.

Section 4. Law Enforcement Officers' Bill of Rights

The Town agrees to accept and include as part of this agreement the Law Enforcement Officers' Bill of Rights Title 42, Chapter 28.6, et. seq. of the General Laws of Rhode Island and amendments thereto.

Section 5. Liability Insurance

The Town shall provide liability insurance coverage, the terms and conditions of which shall be consistent with the coverage through Travelers Insurance in effect as of July 1, 2016.

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**Article XVI
(IOD)**

Section 1. Injuries on Duty

Whenever an employee shall be wholly or partially incapacitated by reason of injuries or sickness contracted in the performance of his duties, the Town shall provide benefits pursuant to R.I.G.L. 45-19-1, subject to the conditions set forth in that statute.

Section 2. Initial Claim

When an officer claims to have suffered an injury in the line of duty, a report of the injury shall be made to the Chief in accordance with the rules and regulations. As soon as practical, the report shall be accompanied by certification from the officer's private physician supporting the officer's claim that the injury or illness was contracted or sustained in the performance of his duty.

Section 3. Continuation of Benefits

The Town shall be prohibited from denying the wages and medical expenses to an employee who shall become wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of their duties. The Town shall also be prohibited from deducting any accumulated sick leave or compensatory time or vacation days from an employee who has claimed to suffer a work-related injury or illness, unless and until it has been established that the claimed injury or illness does not qualify for IOD coverage under the Medical Arbitration Physician ("MAP") provisions set forth below.

Section 4. Town's Ability to Contest IOD Claim

In the event that the Town wishes to deny or contest the officer's claim that he has suffered a work related injury or illness, the Town must notify the officer of the same. Such notice shall be in writing, sent to the officer by certified mail, return receipt requested or by hand-delivery to the officer's residence.

After providing such notice, the Town may have a physician of its own choosing ("Town physician") examine the officer to determine the extent of the officer's injury and whether it occurred in the line of duty.

Following the examination, a copy of the report of the Town's physician shall be given to the officer along with a letter from the Town indicating whether the Town does intend to contest or deny the claim. If the opinion of the officer's private physician is in conflict with the Town

physician as to whether or not the officer should be carried IOD, then the MAP procedure set forth below shall govern. The officer shall continue to be carried in an IOD status until such time as the Chief receives a written report from the MAP indicating that the injury was not sustained on duty or that the officer is not wholly or partially incapacitated as provided in the statute.

Section 5. Return to Work

After the Town begins to carry an officer on IOD status, the Town may have a Town physician examine the officer to determine whether the officer is capable of return to work full duty. In the event the Town physician advises the Chief in writing that in his opinion an officer who is being carried IOD is capable of returning to work, then said officer shall be entitled to be examined by his private physician within a reasonable period. If the opinion of the officer's private physician is in conflict with the Town physician as to whether or not the officer is able to return to work, then the MAP procedure set forth below shall govern. The officer shall continue to be carried in an IOD status until such time as the Chief receives a written report from the MAP indicating that the officer is capable of returning to work. Except in case of emergency (in which case the officer shall notify his commanding officer prior to the scheduled appointment) if the officer should fail to attend the scheduled appointment at the MAP, the employee shall be removed from IOD status and shall not be entitled to any salary until such time that employee is examined by the MAP.

Section 6. Light Duty Assignments

An injured officer, or an officer who is partially disabled in any circumstances where he is not confined to his home and where he is determined capable of performing light duty assignments, shall be required to work light duty status, subject to the following conditions:

(a) Capability to perform light duty shall be determined by the officer's physician, or at the Town's election, the officer's physician and the Town's physician. If they fail to agree, then the MAP provisions set forth below shall govern. Both physicians must be informed of the particular light duty assignment proposed by the Town and both must be given the same written description of the job duties proposed prior to rendering his opinion. This will aid the physicians in determining if light duty is appropriate.

(b) Light duty assignments shall be made by the Chief of Police or his designee and shall be consistent with the officer's capabilities as determined by his physician and the Town physician, or if they disagree, as determined by the MAP.

(c) No employee shall be required to leave the station while on light duty.

(d) Prior to being examined for the purpose of whether he can report to light duty, the employee must be informed of the type of work he must do and the shift to which assigned and be given a list of the job duties as set forth in (a).

(e) The officer must be granted time off for doctor's visits or therapy.

(f) Light duty assignment shall in no way further impair or add to the officer's injury.

(g) An officer must waive the provisions of Article VI, sections 2, 3, and 4 and Article VII, Section 1 for such period of light duty. Employees working in staff or administrative positions shall be eligible for light duty assignments within their current assignments. Employees working in line operations shall be eligible for light duty assignments on the Complaint Desk for any of the three watches. They shall also be eligible for light duty assignments within staff or administrative positions, if available, at the discretion of the Chief.

(h) An officer shall not be assigned to light duty for a period of longer than eighteen (18) months commencing on the date of his assignment to light duty.

(i) Officers ordered back to work light duty must be given at least 48 hours' notice.

(j) An officer on light duty status may elect to work overtime in the light duty assignment at issue, if available.

(k) No employee shall be refused the right to work on a light duty basis unless the MAP determines that he is not capable of performing light duty.

Section 7. IOD Limits

Any officer who is absent from the job due to sickness, injuries sustained or contracted in the performance of his duties, including heart attack or heart condition continuously for a period of at least eighteen (18) months shall then report to active duty within a period of thirty (30) days or submit medical verification that he is physically or mentally unfit for duty, and therefore unable to return to his regular duties in any capacity. If the Town is of the opinion that because of the employee's sickness or injury that he will be unable to return to work within the eighteen (18) month period, it may, before the expiration of the eighteen (18) month period, direct the officer to submit to a medical examination by the Town physician to determine if the officer should be placed before the Police Pension Board.

The officer must submit to medical examinations as required by the Town and Pension Board, including, but not limited to a comprehensive examination and evaluation by a selection

of up to five (5) physicians or independent medical examiners, to be mutually agreed upon by the Town and Union.

The employee shall be placed on the retirement list or report back to duty according to the medical evaluation.

Should the Police Pension Board or Pension Plan carrier determine the employee in question to be ineligible for disability retirement benefits, then the Town shall continue to pay said employee's pay and allowances as provided for in 45-19-1 of the General Laws of Rhode Island, as amended, until such time as a determination can be made concerning the permanent future status of the officer.

Section 8. Heart Attacks

Should an employee suffer a disability due to heart attack or heart condition after ten (10) years of service, the heart condition will be considered a job-related illness or injury. An employee with less than ten (10) years of service shall provide evidence to the Police Pension Board of Review to substantiate that the condition was in fact job-related.

Section 9. Injury Recurrence

When an officer has suffered an injury in the line of duty and subsequently claims recurrence of that injury, that officer shall provide a certificate from his private physician indicating that the officer is suffering from a recurrence of a previous in the line-of-duty injury and the officer shall be carried IOD from the date of the recurrence of that injury and then be examined by the Town physician. If the Town physician finds that the present condition is not related to the previous injury, the officer shall then be entitled to be examined by a physician who attended him for the original injury or such other physician as the officer chooses. If the opinion of the officer's private physician is in conflict with that of the Town physician as to whether or not the officer's condition is a recurrence of the previous injury in the line of duty, then the MAP provisions below shall govern. If it should finally be determined that the injury is a recurrence of a previous injury in the line of duty, the Town shall be responsible for payment of the officer's medical expenses.

An officer who is absent from the job due to sickness, injuries sustained or contracted in the performance of their duties, including heart attack or heart condition for a period of eighteen (18) months and who returns to his normal duties and suffers a recurrence of the same sickness or injury that disabled him initially within a twelve (12) month period of his return shall be given

one additional thirty (30) day period to return to his regular duties or be placed on the retirement list.

An officer who is absent from the job due to sickness, injuries sustained or contracted in the performance of their duties, including heart attack or heart condition for a period of six (6) months or more, but less than eighteen (18) months and returns to their normal duties and suffers a recurrence of the same sickness or injury that disabled them initially within a twelve (12) month period of his return shall be given the difference between eighteen (18) months and the time period they were initially out of work, plus thirty (30) days to report to active duty or submit medical verification that they are physically unfit for duty and therefore unable to return to their regular duties.

Should the Police Pension Board or Pension Plan carrier determine the employee in question to be ineligible for disability retirement benefits, then, the Town shall continue to pay said employee's pay and allowances as provided for in 45-19-1 of the General Laws of Rhode Island, as amended, until such time as a determination can be made concerning the permanent future status of the officer.

Section 10. MAP

If the opinion of the employee's private physician is in conflict with that of the Town physician with respect to (1) the extent of injury or if it was incurred in the line of duty; (2) the ability to return to work; (3) the recurrence of previous injury; or (4) the ability to perform light duty, then the officer shall be required to be examined by a MAP whose decision on the issue shall be conclusive on the parties. The following shall be the procedure to select the MAP:

- The MAP shall be mutually agreed upon by both the officer's physician and the Town physician within two (2) weeks from the date when the conflict of opinion between the employee's private physician and the Town's physician is first documented.
- In the event that the officer's physician and the Town physician are unable to agree on the MAP within the two (2)-week time period above, then the FOP shall name two physicians and the Town shall name two physicians and one name shall be chosen by a lottery method. The lottery method selection shall be completed no later than one (1) week following the last day of the two (2)-week time period above.



Any MAP chosen through the above process shall be a physician who specializes in the area of the officer's complaint or injury. However, no MAP shall be a physician (or affiliated with a physician) who has previously treated or examined the officer (as either a treating physician or a Town physician) for the complaint or injury for which the member is seeking treatment under this Article.

The MAP shall examine the officer and shall render a written opinion with respect to which of the above questions are in dispute between the officer's physician and the Town physician, which report shall be delivered to the Chief and to the officer.

The cost of any MAP examination shall be paid for by the Town and the Union.

Neither the Town, nor any of its representatives, nor the FOP, nor any of its representatives, shall communicate *ex parte* with any MAP regarding the officer's condition, the type or length of treatment to be provided/received, the officer's capability of returning to work, and/or any other aspects of the officer's IOD status. Notwithstanding the foregoing, however, a designated representative of the Town and a designated representative of the FOP may jointly contact any MAP in order to address any questions or issues concerning the officer's condition, the type or length of treatment to be provided/received, the officer's capability of returning to work, and any other aspect of the officer's IOD status.

Section 11. Third Party Claims

In the event an employee's prosecution to enforce a claim against a third party for such injuries or damages sustained while on duty is successful, then the employee shall reimburse the Town for all such payments made by the Town pursuant to R.I.G.L. 45-19-1, less apportioned attorney's fees incurred. Provided, however, that the amount of such reimbursement shall not exceed the gross recovery of settlement received by the employee from the third party. It is understood, however, that the payments made by an insurance carrier in accordance with coverage for which the employee has paid premiums shall not be considered a third party.

Section 12. Inoculations

Subject to approval by the Chief, the Town agrees to pay all expenses of inoculation or immunization shots for members of an employee's family residing in his household when such becomes necessary as a result of the employee's exposure to contagious disease in the line of duty.



Section 13. Supplemental Disability Payments

Should an employee be declared totally and permanently disabled from employment upon service connected disability retirement, the Town agrees to supplement the pension plan as follows:

· Monthly payments to the employee in an amount equal to the difference between the pension benefit and the monthly net pay the employee received at retirement (not including deductions) up to the 20th anniversary of his employment with the department.

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ARTICLE XVII
(Details)

Section 1. Detail Assignments

Whenever there are details preference shall be given to employees as follows:

· Seasonal Weekly Details: Details known to be on a weekly basis between April 3rd and September 30th shall be distributed to employees every week with the senior employee having his preference of one (1) detail every other week.

· Other Details: Details occurring on a weekly basis between October 1st and March 31st and details not occurring on a weekly basis shall be distributed to the employees on a rotating basis. Each employee shall have the opportunity to have the same amount of details as every other employee within a six (6) month period.

Unless on duty or on vacation, a refusal by an employee to take a detail offered under this section shall be counted as a detail worked for each six (6) month total.

The Chief or his designee shall maintain a file on each detail.

Any employee shall have the right to withdraw his name from the detail list at any time, but the employee's name shall not be deleted from the list without his consent, unless for cause.

Section 2. Suspension From Detail List

An employee can be suspended from the detail list for a period of up to thirty (30) days for cause by the Chief. Details lost during suspension shall be counted toward the employee's six (6) month total.

An employee may appeal any suspension or any unfair application of this section through the grievance procedure.

Section 3. Detail Pay

The following rates of pay shall apply to all employees who are assigned details and shall be paid by the Town.

· All details shall be for a minimum of four (4) hours.

· An officer who works for longer than four (4) hours on a detail shall be paid for a minimum of eight (8) hours.

· Except as set forth below, the regularly hourly rate of pay for a detail shall be equivalent to the senior patrolman over-time rate of pay.

· After eight (8) consecutive hours, the detail rate shall be calculated at time and one-half (1 ½) the regular hourly rate set forth above.

· Details for traffic regulation and/or highway construction sites and/or utility sites on holidays listed in Article IX, Section 3 (except the employee's birthday) and/or Sundays shall be paid at twice the regular hourly rate set forth above.

· Employees working details where alcoholic beverages will be served shall be paid twice the regular hourly rate set forth above.

· All officers in charge of two (2) or more men shall receive a minimum of four (4) hours pay at the rate of Four Dollars (\$4.00) more per hour than the applicable detail rate as set forth above. The senior patrolman shall receive the officer in charge pay if no sergeant or above is assigned to a detail of three (3) or more police officers. After eight (8) consecutive hours, the additional hourly supervisory rate of pay will increase from Four Dollars (\$4.00) per hour to Six Dollars (\$6.00) per hour.

· All payments shall be at the conclusion of the detail and paid directly to the officer by the Town on a bi-weekly basis.

· After eight (8) hours, a part of an hour (exceeding ten minutes) is considered a full hour's work and compensation shall be for a full hour's worked.

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**ARTICLE XVIII
(Pension)**

Section 1. Contributions

For the purpose of providing retirement benefits for eligible employees under the provisions of the Town of North Providence Police Retirement Plan, the employees shall contribute nine percent (9%) of their annual base salary, including longevity payments, to the Town of North Providence Retirement Plan. This contribution of each member shall be deducted by means of a payroll deduction by the Town.

The Town shall contribute 35% or \$1,442,262.00 of the employee's annual base salary, including longevity payments, to provide a retirement benefit of two and one-half percent (2 ½%) of the employee's annual base pay, including longevity payments, when multiplied by the employee's years of service after he/she is included in the Plan.

Any increase in the cost of the plan will be added to the Town's contribution only if an increase would have been made in the Town's contribution by the State Municipal Pension Plan should the Town have been under that plan. Any decrease in the cost of the pension will be deducted from the employee's cost or left in the fund at the discretion of the Union.

Section 2. Normal Retirement—20 Years

The normal retirement period will be the first day of any month after the employee completes twenty (20) years of service. The complete details of the Retirement Plan are set forth in the North Providence Police Pension Plan document, as amended, which is administered by the Town and/or its designee. Said contract will remain on file in the Town Hall for examination. The pension will be based on the average of the employee's highest three (3) years of annual base salary, including longevity payments, within the previous ten (10) year period.

Normal retirement shall be based on the average of the three (3) highest years' salary (base pay and longevity pay), and shall not include overtime or any other payments, except as indicated in Section 4 below. The Police Pension Board shall verify that the employee has met the requirements as to time purchased or served.

Section 3. Service Over 20 Years

Employees who elect to remain after twenty (20) years of service will receive an additional two percent (2%) increase in retirement benefits for each additional year they remain on the department.

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Section 4. Supplemental Benefit

Employees who receive incentive monies for an Associates' Degree or a Bachelors' Degree pursuant to R.I.G.L. 42-28.1-6, may elect to have said monies included into their salary for retirement purposes, in addition to the basis for computing retirement benefits in Section 2 above.

Employees shall be responsible for their share, and the Town will make its contribution to the Retirement Plan according to the existing Town and employee contributions that are in effect at the time of each year's distribution and incentive monies. The contribution of each member shall be deducted by means of a payroll deduction from the "incentive check" by the Town.

Employees who are eligible for this supplemental retirement benefit shall have a one-time opportunity to elect this option. Employees must elect this supplemental benefit upon initially becoming eligible to receive incentive monies for an Associates or Bachelors Degree. Employees who currently receive incentive moneys for an Associates or Bachelors Degree must elect to waive this supplemental benefit upon receiving the 1992 payment.

Employees who initially elect to waive this supplemental benefit will not be eligible to select this benefit in subsequent years. The Town shall provide a form for qualifying employees to indicate whether they want to participate or decline this option.

In the event that the General Law known as the Incentive Pay Program is repealed prior to an employee retiring, the employee and the Town shall be reimbursed from the retirement fund any contributions, plus five percent (5%) annual interest, that they each had contributed to the fund for any incentive monies earned by the employee.

Section 5. Cost of Living Adjustment

All employees who retire on or after July 1, 1982 and the beneficiaries of those employees, shall on the 1st day of January next following date of such retirement receive a cost-of-living adjustment in an amount equal to three percent (3%) of the original retirement allowance. In each succeeding year thereafter in the month of January, the retirement allowance shall be increased an additional three percent (3%) of the original retirement allowance, not compounded. The Town shall pay the cost of this annual increase.

All employees who retire on or after July 1, 1986 and completing twenty (20) years or more of service and the beneficiaries of those employees shall on the 1st day of January next following the date of such retirement receive a cost-of-living adjustment in an amount equal to



three percent (3%) of the original retirement allowance. The cost of living adjustment will increase by one percent (1%) a year for a period of ten (10) years, which will start the second year of retirement and will be paid on the 1st day of January. At the end of the ten (10) year period, the cost of living adjustment would have reached twelve percent (12%) which will be paid every year thereafter.

EXAMPLE: The following chart is an illustration of how the cost of living adjustment is to be calculated.

<u>RETIREMENT ALLOWANCE</u>			
<u>ALLOWANCE</u>	<u>YEAR</u>	<u>PERCENT</u>	<u>AMOUNT</u>
\$10,000.00	1	3%	\$ 300.00
\$10,300.00	2	4%	\$ 412.00
\$10,412.60	3	5%	\$ 520.00
\$10,520.60	4	6%	\$ 631.24
\$10,631.24	5	7%	\$ 744.19
\$10,744.19	6	8%	\$ 859.54
\$10,859.54	7	9%	\$ 977.36
\$10,977.36	8	10%	\$1,097.74
\$11,097.74	9	11%	\$1,220.75
\$11,220.75	10	12%	\$1,346.49
	11	12%	\$1,346.49
	12	12%	\$1,346.49

All employees who retire after July 1, 2004 and completing twenty (20) years or more of service and the beneficiaries of those employees shall on the 1st day of January next following the date of such retirement (commencing on January 1, 2007), and on the 1st day of January for each year thereafter for fifteen (15) years receive a cost-of-living adjustment in the amount of 3% per year of the original retirement allowance not compounded. At the end of the fifteen-year period, the yearly cost of living adjustment shall not increase any further but shall be continued to be paid at the amount established in the fifteenth year.

EXAMPLE: The following chart is an illustration how the cost of living adjustment is to be calculated for post-July 1, 2004 retirees: Assuming an employee retires with \$20,000 as a retirement benefit.

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<u>Year</u>	<u>Percent</u>	<u>COLA</u>	<u>Pension Benefit Including COLA</u>
1	3%	\$600	\$20,600
2	3%	\$600	\$21,200
3	3%	\$600	\$21,800
4	3%	\$600	\$22,400
5	3%	\$600	\$23,000
6	3%	\$600	\$23,600
7	3%	\$600	\$24,200
8	3%	\$600	\$24,800
9	3%	\$600	\$25,400
10	3%	\$600	\$26,000
11	3%	\$600	\$26,600
12	3%	\$600	\$27,200
13	3%	\$600	\$27,800
14	3%	\$600	\$28,400
15	3%	\$600	\$29,000
16			\$29,000
17			\$29,000
Etc.			\$29,000

Employees who retire after July 1, 2004 but before January 1, 2006 and the beneficiaries of those employees shall receive a COLA benefit as set forth above for post-July 1, 1986 retirees until January 1, 2007 at which time their COLA benefit shall be calculated in accordance with the second chart in this section (i.e. 3% simple for 15 years).

Employees who retire after July 1, 2006 and completing twenty (20) years or more of service and the beneficiaries of those employees shall on the 1st day of January next following the date of such retirement, and on the 1st day of January for each year thereafter for twenty-five (25) years receive a cost-of-living adjustment in the amount of 3% per year of the original retirement allowance not compounded. At the end of the twenty-five-year period, the yearly cost of living adjustment shall not increase any further but shall be continued to be paid at the amount established in the twenty-fifth year.



Section 6. Early Retirement Benefit

Any cost associated with the implementation of the early retirement plan that was offered during the contract year beginning July 1, 1987, and ending June 25, 1988, shall be borne solely by the Town.

Section 7. Withdrawal from Plan

Withdrawal from the Pension Plan shall be by termination of employment only. An employee shall be eligible to withdraw his contribution only.

Section 8. Police Pension Board

The North Providence Police Pension Board consisting of five (5) members, two (2) policemen selected by Lodge 13, one with less than ten (10) years of service and one with more than ten (10) years of service, two (2) representatives of the Town selected by the Mayor and one (1) Town Council member appointed by the Town Council, will review and must approve, by majority vote, any pension in accordance with the rules and regulations of the Board. The Board will also review any proposed changes and is required to accept or deny requests on the basis of documented medical or actuarial evidence.

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**ARTICLE XIX
(Grievances)**

Section 1. Grievance Defined

A grievance shall mean a complaint filed by Lodge 13 that with respect to an employee of the bargaining unit, there has been a violation, misinterpretation or inequitable applications of any of the provisions of this contract or that a member of Lodge 13 has been treated unfairly or inequitably or discriminated against for any reason.

Section 2. Grievance Procedure

Alleged grievances of employees shall be handled in accordance with the following procedure:

(1) All grievances shall be filed in writing by the President of Lodge 13 or his designee (hereinafter simply referred to as "the President"), with the Chief or his designees (hereinafter simply referred to as "the Chief").

(2) The Chief shall meet with the President within five (5) working days of the receipt of the grievance. Within five (5) days, (unless otherwise agreed) of the first meeting between the Chief and the President, the Chief shall render his decision, in writing, a copy of the same to be delivered to the President.

(3) If the decision of the Chief is not acceptable to Lodge 13, then the Public Safety Director or his designee (hereinafter simply referred to as "the Public Safety Director") may meet with the President within ten (10) working days of the receipt of the unacceptable decision of the Chief. In the event there is not a meeting between the Public Safety Director and the President, or should the Public Safety Director not render his decision within said ten (10) days, a copy of the same to be delivered to the President, the grievance shall be deemed denied.

(4) If the decision of the Public Safety Director is not acceptable to Lodge 13, or should the grievance be deemed denied pursuant to Section 2(3) above, Lodge 13 may request an assignment of an arbitrator by the American Arbitration Association. The arbitrator shall have no authority or power to add to or subtract from the terms and conditions of this agreement. The costs and expenses of the arbitrator shall be shared equally by the Town and Union. The decision handed down by the arbitrator shall be binding in nature in all matters.

(5) Once a grievance has been filed with the Chief, neither the Town nor the Department nor any of their agents, shall compel a meeting with the grievant for the purposes of discussing or negotiating the grievance, or the particulars of the grievance, unless said meeting, discussions and/or negotiations are conducted in the presence of the Union representative.

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Section 3. Grievances Filed by North Providence Lodge 13

In addition to the foregoing grievance procedure, Lodge 13 shall have the right to initiate a grievance as a grievant on its own behalf by filing same in writing with the Chief of Police. In such event, the grievance shall be processed in accordance with the provisions of Section 2 above.

Section 4. Expedited Arbitration

On any matter submitted to arbitration, either the Town or the Union can request the matter be resolved through the Expedited Arbitration Rules of the American Arbitration Association.

Section 5. Time Limitations

If a grievance is not filed with the Chief of Police by Lodge 13 within twenty (20) days of the date of the event giving rise to the grievance, or if Lodge 13 fails to file a demand for arbitration under the rules of the American Arbitration Association within fifteen (15) days of an unacceptable decision of the Public Safety Director [Section 2(4) above], or the expiration of the ten (10) days referenced in Section 2(3) above, the grievance shall be deemed to have been waived.

Section 6. Continuance of Implied Benefits

Any and all benefits now in existence and which are not specifically contained herein shall continue to accrue to said employees and shall be made a part of this agreement.

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**ARTICLE XX
(Miscellaneous)**

Section 1. Duration of Agreement

This agreement shall be for a term of thirty-six (36) months, commencing July 1, 2018 and ending June 30, 2021.

Section 2. Honorable Service

The Town and the Union shall each appoint, two (2) representatives to serve on a labor/management committee to formulate language to be incorporated in this agreement to define the term "honorable service," and to establish honorable service as a condition precedent to the payment of various collective bargaining benefits. The incorporation of any language recommended by said committee into this agreement will be subject to approval by the Town and ratification by the Union.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate original on this 7th day of February, 2019.

In the presence of:

H. Richard Lassa

TOWN OF NORTH PROVIDENCE

By: *[Signature]*
Charles A. Lombardi, Mayor and Public Safety Director

In the presence of:

[Signature]
WALTER A. EMEANON, SECRETARY

NORTH PROVIDENCE LODGE 13,
FRATERNAL ORDER OF POLICE

By: *[Signature]*
Thomas Jones, President

[Handwritten initials]

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Appendix 1

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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 or visit us at www.BCBSRI.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other 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 <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual deductible until the total amount of <u>deductible</u> 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 services with a fixed dollar copay and prescription drugs.	This plan covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> 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. A separate prescription drug out-of-pocket of \$300 per individual / \$600 per family per calendar year. The \$300 / \$600 contributes to the \$6350 / \$12700 and prescription drug out-of-pocket maximum.	The <u>out-of-pocket limit</u> 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 <u>out-of-pocket limits</u> 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 <u>out-of-pocket limit</u> .
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 <u>network providers</u> .	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 <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.

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 BOOK 3003 Pg # 160

Do you need a referral to see a specialist?

No

You can see the specialist you choose without a referral.

DOC NO 00000602
BOOK 3303 Pg# 161

• 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)	
<p>If you visit a health care provider's office or clinic</p>	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 www.BCBSRI.com/providers/policies
<p>If you have a test</p>	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	
<p>If you need drugs to treat your illness or condition</p> <p>More information about prescription drug coverage is available at www.BCBSRI.com</p>	Tier 1 generally low cost generic drugs	20% coinsurance (retail & mail order)	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	20% coinsurance (retail & mail order)	Not Covered	
	Tier 3 non-preferred brand name drugs	20% coinsurance (retail & mail order)	Not Covered	
	Tier 4 specialty prescription drugs	20% coinsurance (Specialty pharmacy)	20% coinsurance; deductible does not apply	
<p>If you have outpatient surgery</p>	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is recommended
	Physician/surgeon fees	No Charge	20% coinsurance	None

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 immediate medical attention	Emergency room care	\$25 copay per visit	\$25 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	\$10 copay per urgent care center visit	\$10 copay plus 20% coinsurance per urgent care center visit	
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
	Physician/surgeon fee	No Charge	20% coinsurance	
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	
	Home health care	No Charge	20% coinsurance	
	Rehabilitation services	20% coinsurance	20% coinsurance	
	Habilitation services	20% coinsurance	20% coinsurance	
	Skilled nursing care	No Charge	20% coinsurance	
	Durable medical equipment	20% coinsurance	20% coinsurance	
If you need help recovering or have other special health needs	Hospice service	No Charge	20% coinsurance	Private duty nursing: 20% coinsurance Includes Physical, Occupational and Speech Therapy. No Charge for services to treat autism spectrum disorder. Custodial care is not covered; Preauthorization is recommended for certain services. Preauthorization is recommended for certain services.
	Children's eye exam	\$10 copay per visit	\$10 copay plus 20% coinsurance per visit	
	Children's glasses	Not Covered	Not Covered	
	Children's dental check-up	Not Covered	Not Covered	
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	
	Children's dental check-up	Not Covered	Not Covered	None

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

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

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

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for us and those agencies is: the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711, state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.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.cco.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 HealthInquiry@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.

Dinekehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-639-2227.

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

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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	\$0
Coinsurance	\$10
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$70

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	\$60
Coinsurance	\$1,200
<i>What isn't covered</i>	
Limits or exclusions	\$30
The total Joe would pay is	\$1,290

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	\$100
Coinsurance	\$80
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$280

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

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Appendix 2

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Appendix 3

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Understanding Your Plan

Your Benefit Summary

POLICE (ACTIVE) 00000602
 3303 Pa# 169
 Group Number: 1429-0003
 Delta Dental Premier®
 Effective: 07/01/2018 - 06/30/2019

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 www.deltadentalri.com/content/exclusionsandlimitations. To be covered, services must be dentally necessary and appropriate as per our review guidelines.

- Cons:**
- P** Pre-treatment Estimate Recommended
 - A** Prior Authorization Required
 - D** Deductible Applies
- Provisions**
- Annual Maximum: \$1,200
 - 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
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. Vital pulpotomy and apicoectomies also covered once per tooth per lifetime.

Continued on back

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- 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 Delta Dental allowance as payment in full, so services from an 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.

RECEIVED FOR RECORD
 NORTH PROVIDENCE, RI
 Feb 08 2019 09:03A
 MaryAnn DeAngelus
 Town Clerk

(Handwritten initials)
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