COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE TOWN OF COVENTRY, RHODE ISLAND

AND

LOCAL 3484
COUNCIL 94, A. F. S. C. M. E.

(July 1, 2016 – December 31, 2016)

GLW

Pursuant to the provisions of the Municipal Employees Arbitration Act, R.I.G.L. § 28-9.4-1 et seq., this Collective Bargaining Agreement ("Agreement") is made and entered into by and between the **Town of Coventry** (**"Town"**) and the **Local 3484, Rhode Island Council 94, AFSCME, AFL-CIO** (**"Union"**) (Collectively, "**Parties**").

All terms and conditions of the parties' Collective Bargaining Agreement that was effective from July 1, 2013 through June 30, 2016 shall govern the Parties' relationship for the period of July 1, 2016 to December 31, 2016, except as otherwise provided below:

ARTICLE 36 DURATION

The **AGREEMENT** shall be effective on July 1, 2016 and shall expire on December 31, 2016.

IN WITNESS WHEREOF, the parties set their hands and seals this 11 day of May, 2017.

TOWN OF COVENTRY

Glenford Shibley, Town Council President

Graham Waters, Town Manager

R.I. COUNCIL 94, AFSCME, AFL-CIO, LOCAL 3484

Louis Diamonte, President, Local 3484

~~Alexis Lyman, Senior Staff~~ Ex. Dir.
Representative, R.I. Council 94, AFSCME

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BETWEEN THE TOWN OF COVENTRY, RHODE ISLAND

AND

LOCAL 3484
COUNCIL 94, A. F. S. C. M. E.

January 1, 2017 – December 31, 2019

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This collective bargaining agreement ("Agreement") is entered into by and between the Town of Coventry, Rhode Island ("Town") and Local 3484, Council 94, A.F.S.C.M.E. ("Union") pursuant to the Municipal Employees Arbitration Act, R.I.G.L. § 28-9.4-1 *et seq.*, and has as its purpose the promotion of harmonious relations and peaceful procedures for the resolution of differences and the establishment of hours, salary, working conditions, and all other terms and conditions of employment.

ARTICLE 1 RECOGNITION

1.1 The Town recognizes the Union as the exclusive collective bargaining representative for those employees in the bargaining unit for the purpose of collective bargaining with respect to hours, salary, working conditions, and all other terms and conditions of employment.

1.2 The bargaining unit shall consist of all employees of the Department of Public Works, the Department of Parks and Recreation, the Police Department, and Town Hall, as further defined in Rhode Island State Labor Relations Board Cases #EE-2041 and #EE-2049 (both as amended), but excluding Executives, Guards, Professional Employees, Supervisors, and federally funded employees, for the purpose of collective bargaining with respect to hours, salary, working conditions, and all other terms and conditions of employment.

ARTICLE 2 UNION SECURITY

2.1 Each employee who, on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall maintain his membership in the Union. New Town employees whose position is in the bargaining unit must apply for Union membership after working six (6) months or pay an Agency Fee.

2.2 All employees who are not Union members and who do not apply for membership shall, as a condition of employment, pay the Union each month a lawful service charge as a contribution toward the Union's administration of this Agreement, beginning with the 60 day after the date of hire.

Employees who fail to comply with this requirement shall be discharged by the Town within thirty (30) days after receipt of written notice of such failure from the Union.

2.3 The Town will not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or make any Agreement with any such group or organization, or with any individuals, so long as the Union is the bargaining representative.

The Town will not interfere with or discriminate against any employee covered by this

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Agreement because of membership in, or legitimate activity on behalf of, the Union.

2.4 The Town and the Union affirm their disdain for unlawful discrimination and shall comply with all applicable federal and state anti-discrimination laws. All references in this agreement to "employee" or "employees" as well as 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.

ARTICLE 3 DUES CHECKOFF

3.1 The Town agrees to the union check off system whereby union dues or agency fees will be withheld from the employees pay in accordance with the applicable General Laws of Rhode Island. Such withholdings are to be transmitted by check at intervals of no greater length than thirty-one (31) days, made to the order of the Rhode Island Public Employees Council 94, 1179 Charles Street, North Providence, Rhode Island 02904.

3.2 The Union agrees to indemnify the Town for any and all costs and damages that the Town may incur as a result of the application of § 3.1 above. This obligation to indemnify includes without limitation, the obligation to defend, save and hold harmless the Town and any of its agents, employees or representatives performing required duties of the Town against any and all claims, demands, suits, orders, judgments or other forms of liability, of any nature, brought or issued against the Town as a result of the Town's compliance with the dues or agency fees deduction provisions of this article, including without limitation, all costs, expenses and counsel fees which may be incurred or imposed upon the Town.

ARTICLE 4 MANAGEMENT RIGHTS

The provisions of this Management Rights Article shall at all times be subject to the terms of this Agreement.

Except to the extent there is contained in this Agreement terms to the contrary, all of the authority, power, rights, jurisdiction, and responsibilities of the Town to manage, direct and supervise its operations and affairs are retained by and reserved exclusively to it, including without limitation, the rights to hire, terminate, layoff, promote, direct, transfer and assign employees; to determine work and duties to be performed; to schedule work, shifts and hours; to promote employees; to establish and maintain performance standards for quality and professionalism; to suspend, demote, terminate and otherwise discipline employees for cause; to maintain the efficiencies of the operations and affairs of the Town; to use time and attendance technology (employees have the right to inspect records); to purchase machinery and equipment and/or rearrange methods and procedures even though employees may thereby be displaced; and to determine the methods, means, and personnel by which the operations and affairs of the Town are to be conducted. Additionally, the Town shall promulgate such rules, regulations, general orders, policies, and standard operating procedures as it requires in its sole discretion for the governance of the operations and affairs of the Town, including the discipline of employees, as it discretionarily determines, provided

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such promulgations do not conflict with the express provisions of this Agreement and applicable law.

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

ARTICLE 5 HOURS OF WORK

5.1 A normal workday for employees with the Building Maintenance, Roads & Bridges, and Vehicular Maintenance Divisions of the Department of Public Works and for employees with the Department of Parks and Recreation shall consist of eight (8) hours between 7:00 a.m. and 3:30 p.m., with a one-half (1/2) hour unpaid lunch break, Monday through Friday, inclusive.

Sanitation Division hours are 7:00 a.m. to 3:00 p.m., provided delegated routes have been completed, including a one-half (1/2) hour paid lunch break. This change in policy will not affect any sanitation worker on bulk rotation.

5.2 The normal workday for Town Hall employees shall be 8:30 a.m. to 4:30 p.m., with a one (1) hour unpaid lunch break, Monday through Friday

The normal workday for the Facilities Maintenance (Town Hall, DPW and Annex) Custodian shall be 3:00 p.m. to 11:00 p.m., Monday through Friday.

5.3 **(a)** The normal workday for Police Dispatchers shall be:

A/3rd Shift	Midnight to 8:00 a.m.
B/1st Shift	8:00 a.m. to 4:00 p.m.
C/2nd Shift	4:00 p.m. to Midnight.

Police officers may perform Dispatcher duties when necessary or practical.

Police Dispatchers shall work on five (5) days, totaling thirty seven and one-half (37.5) hours, during each workweek. In the event of a vacancy in the Dispatch Division and the bidding system is being utilized for personnel shift change, a new day-off schedule that has been mutually agreed upon by the Town, the Union, and all personnel may be implemented.

Current Schedule for full-time and part-time dispatchers:

	Days of Week	Hours of Work
Dispatcher 1	Tuesday through Saturday	0800-1600
Dispatcher 2	Monday through Friday	0800-1600

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Dispatcher 3	Sunday through Thursday	1600-0000
Dispatcher 4	Wednesday through Sunday	0000-0800
Dispatcher 5	Sunday & Monday	0800-1600
	Tuesday	0000-0800
	Wednesday & Thursday	1600-0000
Part-time Dispatcher	Friday and Saturday	1600-0000
	Monday	0000-0800

(b) The normal workday for Police Department clerks shall be 8:00 a.m. to 4:00 p.m., Monday through Friday.

The normal workday for Animal Control Division shall be:

Animal Control Officer	Mon. — Fri. 8:00 a.m. - 4:00 p.m.
Asst. Animal Control Officer	Tues. — Sat. 9:00 a.m. - 5:00 p.m.
Asst. Animal Control Officer	Sun. — Thurs. 7:00 a.m. - 3:00 p.m.

The normal workday for the Custodian/Maintenance employee at the Police Department shall be 7:00 a.m. to 4:00 p.m. Monday through Friday, including a daily one hour (1) unpaid lunch break. The normal workday for the part-time Custodian/Maintenance employee at the Police Department shall be 7:00 a.m. to 11:00 a.m., Thursday through Monday.

5.4 The Town retains the right to establish or change shifts; providing both the Union and the Town agree.

5.5 Rest period shall be granted to all employees for ten (10) minutes during each one-half of the workday at the work or job site. All employees, except Town Hall, and Police Department employees, shall have thirty (30) minutes, without pay, as a lunch break at the work or job site, except during the months of December, January, February and March, when Public Works and Parks and. Recreation employees will be allowed to return to the Public Works or Recreational Center before the thirty (30) minute lunch break begins. Town Hall and Police Department employees' shall receive a one (1) hour unpaid lunch break; however, Animal Control employees shall have a thirty (30) minute, on call, paid lunch break, and Police Department dispatcher employees shall have a one (1) hour lunch break which includes thirty (30) minutes on-call with pay. In all the situations enumerated above, the employee must take a lunch period and may not work through the lunch or break time in order to complete their work day prior to its scheduled/normal time of completion, unless mutually agreed by employee and immediate supervisor.

5.6 (a) In the event of an emergency, as determined by the Town Manager or the next available non-bargaining unit management employee of the department, all employees are

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subject to assignment to additional duties which they are capable of performing. Employees shall be given first choice to work in their proper classification according to seniority as appropriate. As used in this section, the word "emergency" means a condition caused by natural forces, including storms, flooding, temperature effects, etc., in which the Town has full authority under Article 4 to direct its response to said condition.

(b) In the event that the Governor or designee determines that an emergency situation exists and as a result makes a public declaration that an emergency exists or that State offices are closed, the following provision shall apply:

1. Employees who are required to remain at their place of work or to travel to work shall be compensated at the rate of time and one half for each hour worked during said emergency. Employees shall have the option to receive equivalent compensatory time in lieu of payment.

5.7 In any twenty-four (24) hour period, an employee who has worked sixteen (16) hours or more shall be entitled to eight (8) hours rest at the discretion of the employee before reassignment to his duties. The Town reserves the right to reset the regular workday hours in the event that emergency circumstances exist, as it applies exclusively to § 5.6.

This provision is not intended to circumvent Article 6.

5.8 Employees who, for any reason, work beyond their regular quitting time and into the next shift shall be granted the regular rest periods that occur during the shift.

ARTICLE 6 OVERTIME

6.1 Time and one-half shall be paid in each or any of the following instances and each instance shall not be dependent upon any other instance:

All time worked in excess of seven (7), seven and one-half (7 1/2), or eight (8) hours in any one day.

All time worked in excess of thirty-five (35), thirty-seven and one half (37 1/2), or forty (40) hours in any one (1) week.

All time worked on the sixth (6th) consecutive day of the employee's workweek. Any time that is the sixth day, but not the consecutive 6th day, the overtime rate will be paid, but limited to (3) three annual applications unless mutually agreed upon.

All time worked on Saturday unless such day is the employee's regularly scheduled work day.

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When possible, overtime work shall be pre-approved and authorized by a Department Director or his designee.

6.2 Double time shall be paid in each or any of the following instances and each instance shall not be dependent upon any other instance:

- All time worked on the seventh (7th) consecutive day of the employee's workweek. Any time that is the seventh day, but not the consecutive 7th day, the overtime rate will be paid, but limited to three (3) annual applications unless mutually agreed upon.

- All time worked on Sunday, unless such day is the employee's regularly scheduled work day.

- Double time shall be paid for all hours worked on a paid holiday in addition to the employee's regular day's pay excluding the police dispatching unit.

- When a holiday occurs during the employee's work week, employees of the dispatching unit shall receive an additional day's pay whether they work said holiday or not.

6.3 The Town will make every reasonable effort to offer the opportunity to work overtime equally among all employees in their respective classification. The Town agrees to make available to the Union, a record of such overtime work.

6.4 All overtime will be offered first to Union members normally assigned to the said classification* within which overtime is required, then to Union members qualified to perform the required duties from within the division, then to Union members qualified to perform the required duties from within the department. As determined by the department head, Union members qualified to perform the required duties will then be offered the overtime before Town non-Union personnel can be utilized.

*For dispatching overtime only: All full-time dispatchers shall be offered the overtime first on a rotating basis. If no full-time dispatcher accepts the overtime, it shall be offered to the part-time dispatcher.

6.5 Overtime work may be withheld from employees who have not worked the entire work shift, unless the absence was excused by the department head.

6.6 Overtime work on Saturday may be withheld from employees who have not worked five (5) full days that workweek, unless the absence was for a legitimate reason or the employee was excused by the department head.

6.7 Paid absence, other than sick leave, shall be considered as regular time worked for the

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purpose of computing overtime payments.

6.8 In lieu of overtime payment, the employee has the option of being granted "comp-time" off. The decision to accrue or utilize comp-time or flex time shall be jointly determined by the employee and his supervisor. In no event shall an employee be permitted to accrue more than two hundred forty (240) hours of comp-time.

Comp-time and/or flex time shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. In the case of flex time, a trial period may be instituted and ceased at any point by the Town.

6.9 Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

6.10 All earned/accrued comp-time must be utilized prior to retiring from Town employment provided the Town has within sufficient time advised the employee in writing of the total time available. An employee requesting to discharge comp-time must have a sufficient balance of comp-time hours available to cover said leave as of the date the request is made. Furthermore, if an employee's comp-time balance should fall below the number of hours necessary to cover any approved comp-time request, then the approved request shall be adjusted and made equal to the balance of comp-time hours available.

6.11 Police dispatchers may split an overtime shift evenly with one another, provided that the dispatcher first accepting the., overtime assignment shall he responsible for covering the entire shift if the other person does not cover his share and provided that any employee who does not cover his full share of an overtime assignment shall be ineligible for any overtime for a period of two rotations.

ARTICLE 7 SHIFT PREMIUM

7.1 Any employee covered by this Agreement who works second shift shall receive a differential increase in pay of $1.00/hour. "Second shift" means hours worked between 4:00 p.m. and 12:00 midnight for Police dispatchers and 3:00 p.m. to 11:00 p.m. for Facilities Maintenance (Town Hall, DPW, and Annex) Custodians.

7.2 Any employee who works third shift shall receive a differential increase in pay of $1.25/hour. "Third shift means hours worked between 12:00 midnight and 8:00 a.m.

7.3 Shift premiums shall only apply to police dispatchers and Facilities Maintenance (Town Hall, DPW, and Annex) custodians.

7.4 The shift premium does not apply to voluntary OT shifts when 1st Shift is normal hours. However, employees assigned to mixed shifts qualify for the shift differential on the days where they work second and/or third shift.

ARTICLE 8 OUT-OF-GRADE PAYMENT

8.1 If an employee is requested to work in a higher classification, said employee shall receive pay in the higher classification in accordance with his step, for the actual hours that the employee works in that classification. If an employee in the Public Works Department or the Parks & Recreation Department operates a large tractor, large bucket loader, large mowing machine, road grader, or skid-steer, he shall receive the operator's rate of pay for the hours worked. The equipment list in this clause may be modified by the purchase of new equipment and mutual agreement. In order to receive this rate of pay the operator must be in possession of valid state licenses or permits for each piece of equipment. All employees of the Public Works and Parks and Recreation departments shall, as condition of continued employment, be required to maintain such licenses, permits and certifications as may be required by state and federal agencies to operate such equipment as may be required by the Town to discharge their assigned duties and responsibilities. Employees shall be provided reasonable opportunities to obtain such licenses, permits and certifications. The Town shall pay such licensing, permits and certification fees as may be necessary for an employee's job description.

8.2 If an employee is requested to work in a lower classification, said employee shall receive his regular rate of pay.

ARTICLE 9 CALL-IN PAY

9.1 In the event an employee reports for work on his regular shift without having been previously notified not to report, he shall be given at least four (4) hours work or if no Work is available he shall be !liven four (4) hours pay at his rate.

When the Town calls in an employee(s), the Town will offer the employee(s) any work available, subject to Articles 6, which he is able to perform. If the employee(s) at his/her discretion refuses such assignment, he shall not receive payment. This section shall not apply where operations arc suspended due to causes beyond the control of the Town.

9.2 Any employee called in and reporting for work after termination of his regular shift shall receive time and one-half (11/2) for all hours worked but shall receive not less than three (3) hours pay at the rate of time and one half (1 1/2).

ARTICLE 10 HOLIDAYS

10.1 All employees covered by this Agreement who have completed thirty (30) days of his probationary period and have met the eligibility requirements as set forth in § 10.5 shall receive holiday pay for each of the following designated holidays at a rate equal to their normal work day:

New Year's Day	Christmas Day
Presidents' Day	Labor Day

Memorial Day	Columbus Day
Independence Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Full Day Before Christmas	Day after Thanksgiving

½ Day before New Year's Day
Victory Day (automatic personal day if deleted through law)
Birthday (must be taken within year as floater or personal day)

10.2 Employees absent due to any of the following reasons shall be eligible for holiday pay:
Jury Duty
Military Leave
Bereavement Leave
Approved Sick Leave

Employees shall not be eligible for holiday pay if absent in excess of thirty (30) consecutive days immediately preceding the holiday.

10.3 To be eligible for holiday pay an employee must have worked the scheduled full workday immediately preceding and the scheduled full workday immediately following the holiday, unless the employee's absence is excused by the department head.

10.4 An employee who has agreed to work during regular work hours and/or overtime on any holiday but does not work said hours, shall receive no pay for said holiday, unless the employee's absence is excused by the department head.

ARTICLE 11 BULLETIN BOARDS

11.1 The Town Manager shall permit the Union to use the existing bulletin boards. All notices posted thereon must first be approved by a representative of the Town.

11.2 All employees are responsible for checking bulletin boards each workday for new regulations, work assignments, or other instructions. The Union President shall be notified and given a copy of new regulations and policies at the time they are posted.

11.3 There will be a designated mail receptacle for the Union steward in Town Hall, the Department of Public Works, the Police Department and the Parks and Recreation Department.

ARTICLE 12 POSTING OF VACANCIES AND NEW GROUPS

12.1 The Town agrees to inform the Union President on all vacant and/or new positions within seven- (7) days of their creation or occurrence. The Town also agrees to post all

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vacant and/or new positions on all department bulletin boards within seven (7) days of their creation or occurrence. The Personnel Director will provide the Union President with a copy of all permanent job postings for jobs within the bargaining unit as they are posted.

The Town alone shall determine whether and when there are any vacancies or new positions to be filled.

Vacancies and new positions which do not require posting are:

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

When a position is to remain vacant the Union President shall be notified in writing.

12.2 If the Town determines that a position covered by this Agreement has become vacant, such vacancy shall be posted on the bulletin board in the Town Garage, Town Hall, Town Hall Annex, Recreation Center and the Police Department, listing the pay, duties, and qualifications.

This notice of vacancy shall remain posted for seven (7) working days. Employees interested shall apply in writing within the seven (7) day period to the Personnel Director. Within five (5) working days of the expiration of the posting period, the Town will award the position to the most senior qualified full-time applicant within the Town. The successful applicant shall be given up to ninety (90) calendar days as a trial period in the new position at the applicable rate of pay. Said applicant must successfully complete the Town's evaluations during the trial period to retain the position. If the employee does not retain the position or requests to return to his former position, the Town shall return him/her to his former position and rate of pay. Finally, if no full-time member accepts the position then it shall be awarded to the most senior part-time employee within the Town.

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

12.4 The parties agree that employees who fill a vacancy pursuant to Section 12.2 of the Collective Bargaining Agreement will be evaluated according to the following procedure:

During the trial period, the employee's department head, or his designee, will provide the employee with a bi-weekly progress report that addresses his job performance. Said reports shall be provided to the employee, the manager, and union president. If there are any deficiencies in the employee's job performance, the union president, or official union representative, will meet with the employee and the department head, or his designee, in an effort to resolve said deficiencies. If, notwithstanding the foregoing, said employee's job performance is not satisfactory to management, the

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employee may be removed fi·om the position; provided that the department head, or his designee, and said union official meet with the employee prior to his removal. If the respective department head, or his designee, fails to follow the procedures set forth herein, the employee shall retain the new position; provided, however, that the department head, his designee, or the town manager, may submit a request to the Union president for an extension of time in which to perform any of the previously stated obligations. The Union president shall grant all reasonable requests for an extension in which case the Town will be considered to have performed its obligation in a timely manner.

This procedure shall not apply to probationary employees as defined in Article 23, Section 23.1.

ARTICLE 13 LEAVE OF ABSENCE

13.1 An employee, upon application in writing to the Personnel Director, may be granted a leave of absence, without pay, up to forty-five (45) calendar days for reasons other than personal illness or illness in the immediate family.

13.2 Leave of absence in excess of forty-five (45) calendar days shall be granted if mutually agreed to by both parties to this Agreement; however, when a medical certificate is submitted said leave of absence shall be extended up to a maximum of six (6) months from the time said leave began. Any extension beyond six (6) months must be by mutual agreement of the parties to this Agreement.

13.3 Leave of absence for reasons other than those above shall be granted at the discretion of the Town up to a period of ninety (90) days in accordance with the following schedule:

SENIORITY AS OF COMMENCEMENT OF LEAVE OF ABSENCE	MAXIMUM AMOUNT OF LEAVE OF ABSENCE
Six (6) Months	Fifteen (15) Days
One (1) Year	Thirty (30) Days
Two (2) Years	Sixty (60) Days
Five (5) Years	Ninety (90) Days

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

13.4 Employee medical benefits, all appropriate contract benefits and all union contract coverage shall continue for a maximum of ninety (90) calendar days from beginning of said leave.

However, the employee may participate in all medical and insurance coverage at the Town group rates, if desired, by making the appropriate payments directly to the Town Treasurer for the duration of the approved leave. In addition, the employee

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shall retain his full grievance protection under the provisions of this Agreement by making dues or agency fee payments directly to the Union treasurer for the duration of said approved leave.

13.5 At the termination of the leave of absence the employee, upon application, will be returned to his former position if he is able to perform the work and if one is available. The employee will receive the then current rate of pay for the position to which he has been returned.

13.6 Seniority on all leave of absence without pay shall be retained and shall accumulate to a maximum of one (1) year except as provided in Article 28, Section 28.3.

13.7 Written application must be submitted to the Town Manager or his designee thirty (30) days prior to the commencement date of such leave except in the case of illness.

ARTICLE 14 FAMILY, PARENTAL, AND MEDICAL MATERNITY LEAVE

The Town shall comply with applicable federal and state family, parental, and medical leave acts. Any employee approved for such leave shall be entitled to use accrued sick leave, then upon exhaustion of sick leave, any other accrued leave, for any time he is unable to work for reasons relating to this Article.

ARTICLE 15 VACATIONS

15.1 All employees covered under this Agreement shall receive a vacation with pay according to the following schedule:

YEARS OF SERVICE	ANNUAL VACATION
At least 1 but less than 5	Two (2) Weeks
At least 5 but less than 15	Three (3) Weeks
At least 15 but less than 20	Four (4) Weeks
At least 20	Five (5) Weeks

Employees will be credited for unused vacation on January first (1') of each year for earned vacation due them upon completion of their one year anniversary date. Department heads may allow advance use of vacation prior to an employee's one-year anniversary date only upon completion of their probationary period.

The employee's anniversary date of hire shall be used to determine completed years of service for actual vacation earned for adjustment on separation from Town service.

All accrued vacation pay shall be paid to the employee upon separation from Town service.

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Upon the death of an employee, such payment shall be made to the employee's estate.

15.2 When requested, the vacation paycheck may be obtained in advance upon two (2) weeks prior notice to the employee's department head.

15.3 Department heads shall be responsible for approval of vacation periods for employees under their jurisdiction in accordance with seniority.

15.4 Employees covered by this Agreement shall not be called back to work while on vacation during the regular vacation period except for emergency work and if called back, shall receive time and one-half (1 ½) for the hours worked. Employees called back shall receive at least four (4) hours work for four hours pay at double time and one-half (2 ½) inclusive of vacation pay.

15.5 A holiday shall not be counted as a vacation day and any holiday falling during a vacation period shall be taken as a holiday and not as a vacation day.

15.6 Each employee shall be allowed to carry forward ten days vacation into the next calendar year. All other accrued vacation must be taken in the calendar year in which it is accrued. Employees whose written vacation requests are denied in writing so they are unable to use their full allocation for the year will be paid for such unused and denied time at the first pay period in January of the next year.

ARTICLE 16 SICK LEAVE

16.1 Sick leave with pay shall be granted to employees covered by this Agreement subject to the conditions set forth in this Article. Sick leave will be authorized for a medically necessary absence from duty because of an inability to work caused by non-work related illness, injury, or exposure to contagious disease. Paid sick leave hours shall accrue at the rate of twelve (12) hours per month up to a maximum accrual of four hundred eighty (480) hours.

16.2 Employees and the Union understand and agree that regular and predictable attendance is an essential function of their employment duties and responsibilities. The Town shall require a Doctor's Certificate verifying an illness when sick leave in excess of three (3) working days is requested. No sick leave shall be paid to the employee until a Doctor's Certificate is provided to the Town. The Town retains the full option to require an employee to submit to an examination by a doctor of the Town's choosing in cases where it believes sick leave is being abused. The cost of this examination shall be borne entirely by the Town.

An employee who has discharged sick leave excessively, or in a pattern indicative of suspected abuse will be progressively disciplined and thereafter be required to submit a doctors' note or certificate to the Town to justify any subsequent request to discharge sick leave for a period of one hundred eighty (180) days from the date of the Town's letter.

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One-quarter (1/4) of all accrued sick time shall be paid upon a separation from Town service for other than the retirement or death of an employee. Such payment shall be made to the employee.

16.3 Sick leave shall be granted for the employee's or his family member's sickness or injury.

16.4 Employees absent due to non-occupational injuries shall be entitled to convert unused vacation leave to sick leave.

16.5 Employees who die or retire with un-discharged sick leave are entitled to receive full pay for each sick hour to their credit as of the date of their retirement or death. Such payment shall be made to the employee upon retirement, if retired, or to the employee's estate, if deceased. The time accumulated within an employee's sick-leave bank is not available to the employee upon separation by retirement or death.

16.6 Employees that accumulate the maximum of four hundred eighty (480) hours of sick time shall receive four (4) hours of 'Personal Leave" for each month that they maintain said maximum, up to a total of twenty-four (24) hours a year.

16.7 Employees who have accumulated four hundred eighty (480) hours of sick leave will continue to accumulate sick leave hours in excess of four hundred eighty (480) hours into a sick-leave bank. Employees who have reached this level will have their sick-leave bank available for their use if they require further recuperation time. The time accumulated within this sick-leave bank is not available to the employee upon separation from employment. No employee will be required to expend any earned benefit other than accrued sick leave before utilizing time accrued in his sick-leave bank.

16.8 The Town, in its discretion, may allow an employee of his own volition to donate sick leave to another employee under certain prescribed circumstances.

Recipients of transferred sick leave must be individuals who have worked at least six (6) months for the Town and whose sick, annual vacation, and compensatory leave balances, if applicable, have been exhausted. Authorization to use transferred leave must be approved by the department head and Town Manager. The decision of the Town Manager is not reviewable.

The purpose of transferred sick leave is to provide relief to an eligible employee who has suffered a catastrophic injury/illness or who otherwise requires a non-elective type of hospitalization or home care.

Requests for transfer of sick leave should be submitted to the Department of Records and Personnel.

16.9 Any employee who does not discharge any sick leave from January 1 — June 30th and/or

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from July 1st — December 30 shall receive a $100 bonus for each half of the year that they did not use sick leave. This bonus will be paid the second pay periods in January and July.

ARTICLE 17 BEREAVEMENT LEAVE

17.1 In the event of the death of an employee's father, mother, wife, husband, grandparent, brother, sister, son, daughter, grandparent-in-law, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster child, step-father, step-mother, step-child, adopted child, civil union partner (as provided for in Rhode Island's Civil Unions act, R.I.G.L. § 15-3.1 *et seq.),* or domestic partner (defined as a person with whom the employee has lived in a committed, quasi-marital relationship for a continuous period of at least three years at the time of death), the employee shall be entitled to four consecutive working days' leave with pay (five for employee's spouse), from the date of the death to the date of the funeral, where necessary in order to make arrangements and to attend the funeral. In the case of the death of an employee's stepbrothers or step-sisters, the employee shall be entitled to two (2) consecutive working days' leave with pay, from the date of the death to the date of the funeral, where necessary in order to make arrangements and to attend the funeral. An employee shall be granted one (1) day with pay to attend the funeral of an aunt or uncle related by consanguinity.

17.2 a. In the event of illness in the immediate family of an employee, such employee shall be allowed a maximum of three (3) days, whichever is applicable, a year with pay.

Family Illness leave is allowable when an employee's immediate family member's medical condition necessitates attendance.

The parties further agree that for purposes of § 17.2 the words "immediate family" shall mean: mother, father, brother, sister, husband, wife, civil union partner (as provided for in Rhode Island's Civil Unions act, R.I.G.L. § 15-3.1 *et seq.),* domestic partner (defined as a person with whom the employee has lived in a committed, quasi-marital relationship for a continuous period of at least three years at the time of death), son, daughter, foster child, grandparent, and/or any person living in the employee's domicile.

ARTICLE 18 MILITARY SERVICE - JURY DUTY

18.1 The Town recognizes and shall comply with federal and state laws, applicable to the employment and re-employment of persons who have provided service in the uniformed services.

18.2 The Town agrees that when an employee is absent due to annual reserve military training of two (2) weeks, he shall receive the difference between his straight time hourly pay and that which he received for his military service. A statement from his Commanding Officer certifying the period of such training and the compensation to be received shall be submitted by the employee.

18.3 An employee who is required by law to be absent from work for Jury Duty will

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be paid the difference between what the employee receives from the Court and the straight time earnings that he would have received had he worked. To be eligible for payment, the employee must notify his immediate supervisor within twenty-four (24) hours after receipt of notice of selection for Jury Duty and must furnish a written statement showing the date and time served and the amount of pay received.

ARTICLE 19 UNION REPRESENTATIVE OFFICIAL TIME OFF

19.1

(a) The Town shall recognize an employee as a Union representative provided that the Union has informed the Town in writing, of the employee's name and designation as a Union representative. Among the employees within the bargaining unit, the Union may designate and the Town will recognize not more than two (2) representatives to serve as the Union's agent in grievance representation of employees; provided however, that the Town will recognize up to four (4) representatives for collective bargaining.

(b) The Town will pay properly designated Union representative(s) (but in no event more than two (2) representatives for a grievance and four (4) representatives for collective bargaining) at his straight-time rate of pay for schedule work hours lost in attendance at meetings with the Town pertinent to collective bargaining, grievance adjustment or representing an employee at any step of the grievance procedure and arbitration. In no event will the Town compensate an employee for work hours lost in preparation for collective bargaining, grievance arbitration, mediation, interest arbitration, unfair labor practice hearings or any contested adversary proceeding between the Town and the Union (or any employee it represents). The Town may refuse to grant leave under this section if, in the judgment of the Town, the employee's absence would adversely impact the operations of the Town. When an employee intends to be absent because he will be serving as a representative at a grievance meeting, arbitration or unfair labor practice (ULP) hearing, he shall notify his department head and the Town Manager in writing of his intended absence at least one (1) week prior thereto.

19.2 All duly designated Local Union and Council Representatives shall have access to the Town premises during normal business hours for the purpose of investigating and processing grievances, conferring with local representatives and/or the Town's representatives. Prior to the commencement of said investigation, the department head responsible for the facility and the Town Manager shall be informed.

The Union shall inform the Personnel Director of all properly designated Local Union and Council Representatives and Officials on a current basis.

19.3 One (1) delegate per one hundred (100) Union members, or fraction thereof, shall be granted reasonable time off, without pay, during working hours, to attend AFSCME International, Regional, or State Conventions, and/or AFL-CIO Regional or State Conventions, with the knowledge of the Town and after giving twenty (20) days notice to the Town. -Time off for International Conventions is not to exceed five (5) days; time off for Regional or State Conventions is not to exceed two (2) days. This section shall apply to no

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more than one (1) of each type convention during the course of a calendar year.

19.4 Two (2) Executive Board Members may attend the funeral of a Union member. Such time off to be with pay.

19.5 The Union Executive Board may attend the funeral of other Executive Board Members. Such time off to be with pay.

ARTICLE 20 COMPENSATION FOR TOOLS AND CLOTHING

20.1 The Town will furnish all tools necessary for the performance of an employee's assigned duties.

20.2 The Town shall furnish all necessary foul-weather clothing for the performance of an employee's assigned duties.

20.3 The Town will provide members of the bargaining unit in Department of Public Works, Parks and Recreation, Animal Control, Maintenance, and Custodial with all necessary uniforms. Police Dispatchers shall be provided with the uniforms specified in Appendix A_. The Town shall allocate and reimburse up to $150.00 per employee, per fiscal year, for pre-approved safety footwear.

20.4 When an employee has damaged his eyeglasses on Town-connected work the Town agrees to replace or repair such eyeglasses up to a cap of $200.00; provided however, the employee shall not be entitled to this benefit if the damage to said employee's eyeglasses is attributable to the employee's neglect or carelessness or failure to wear personal protective equipment.

20.5 Work clothing shall be replaced by the Town if damaged on the job. Employees shall be required to wear and properly care for all mandatory protective clothing and gear assigned to them and failure to do so may result in discipline.

ARTICLE 21 SAFETY AND HEALTH

21.1 The Town and the Union shall cooperate in the enforcement of safety rules and regulations. The Town and its employees shall obey all OSHA Rules & Regulations.

21.2 Should an employee perceive an unsafe or unhealthy situation or working condition, he shall promptly report all relevant information which he perceives verbally and in writing to his department head and the Town Manager. The Town shall provide a form for employees to report any such condition.

Each employee of the bargaining unit shall receive a $100.00 increase to his annual salary in exchange for the elimination of Paragraph 2 of Article 21.2 of the 2013-2016

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Collective Bargaining Agreement. (The increase to annual salary will occur on January 1, 2017 only.)

21.3 The Town will provide safety training for equipment used by the Department of Public Works and Department of Parks and Recreation at least once every other year. The Town reserves the right to provide other job relevant health and safety training, as it deems appropriate.

ARTICLE 22 SENIORITY

22.1 The definition of seniority shall be as follows:

Town-wide seniority shall mean the total length of continuous service by an employee from date of hire into the bargaining unit.

Department-wide seniority shall mean the total length of continuous service within a Town Department from date of entry into the department.

Division-wide seniority shall mean the total length of continuous service within a division of a department from date of entry into the division.

Classification seniority shall mean the total length of continuous service within each job classification from date of entry into the classification within a division of any department.

**Seniority dates for all bargaining unit employees as of June 30, 2016 shall remain the same unless the employee changes classification, division, or department upon ratification of this Agreement.

22.2 New employees shall be considered probationary employees for a period of one hundred six (6) months on the job from the date of hire. Upon completion of said probationary period, the employee shall be placed on the Town-wide seniority roster and the effective date of his Town-wide seniority shall be the date of hire.

22.3 Seniority lists showing_ the Town-wide seniority status, of employees shall be compiled by the Town and submitted to the Union for concurrence every six (6) months.

22.4 Employees who transfer or are promoted to positions outside the bargaining unit shall be deemed to have quit for the purpose of this Agreement and may re-enter the bargaining unit as a new employee. However, if the employee returns to the bargaining unit within six (6) months, his seniority rights and any other contractual benefits shall continue to accrue up to six (6) months.

22.5 Nine (9) local union officers and stewards as designated to the Personnel Director on the anniversary date of each local union election shall, during their term of office, have Town-wide top seniority for layoffs and recall purposes only.

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22.6 An employee shall forfeit employee status and all seniority rights accrued to him/her in the event that:

He is discharged for just cause.

He terminated his employment voluntarily.

He fails to return to work upon expiration of a leave of absence.

He fails to return to work when recalled under the provisions of § 22.9.

Layoff exceeds the time prescribed in § 22.7.

He engages in other work, while on a leave of absence, without the consent of the Town.

He engages in any intentional falsification of Town records or other intentional act of dishonesty.

He reports to work under the influence of alcohol or illegal drugs. (The Town will continue to follow its Drug and Alcohol Policy.)

22.7 Whenever layoffs become necessary, employees will be laid off on the basis of their Town-wide seniority and those with the least seniority shall be laid off first within a classification and within a department. An employee made subject to layoff may exercise his seniority Town-wide and may bump an employee with less seniority provided he can perform the duties of the job bumped to as determined in the sole discretion of the Town. An employee shall be entitled to two (2) weeks notice before layoff. Whenever it becomes necessary to increase the working force, laid-off employees shall be recalled in the inverse order of their layoff before any new help is hired. Laid-off employees shall retain recall rights for eighteen (18) months from the date of layoff.

22.8 Employees whose jobs are abolished or eliminated shall be permitted to exercise their seniority rights in accordance with the layoff provisions of § 22.7.

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

22.10 The Town agrees with the concept of seniority Town-wide; If two or more persons enter the service of the Town on the same day, they shall have their seniority determined by lot in the presence of one representative determined by the Town and one

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representative determined by the Union.

For purposes of this Agreement, it is understood that the following is a list of departments and divisions:

DEPARTMENTS:	
Town Hall	All one department
Parks & Recreation	All one department
Police	All one department
Public Works	All one department

22.11 Should a grievance arise over the application of the seniority rule the grievance procedure shall be applicable.

ARTICLE 23 NEW EMPLOYEES

23.1 All new employees hired by the Town; shall be deemed for the first six (6) months of their employment to be probationary employees. All such probationary employees may be dismissed during their probationary period without recourse to the grievance and arbitration process. New employees shall be entitled to accrual of sick leave upon date of hire.

ARTICLE 24 STRIKE AND LOCKOUTS

24.1 The Union of the employees will not cause, call, or sanction any strike, work stoppage, or slow-down, nor will the Town-lockout or speed up its employees during the term of this Agreement.

ARTICLE 25 SAVINGS CLAUSE

25.1 If any portion of this Agreement shall be found to be inconsistent with law, such portion shall be ineffective and the remainder of the Agreement shall remain in full force and effect and the parties will have the immediate right to negotiate a substitute provision that is not inconsistent with law.

ARTICLE 26 GRIEVANCE AND ARBITRATION

It is recognized that no procedure can possibly foresee all situations that might occur. It is further recognized that this procedure will only be as good as the good faith of both parties concerned. To this end it shall be incumbent upon both parties to seek to settle all grievances and disputes at the lowest level possible.

26.1. DEFINITION: EXEMPTION; EXCLUSIVITY.

A grievance is a dispute or difference between an employee, employees, or the Union and the Town which involves the application, meaning or interpretation of the

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provisions of this Agreement, provided however that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance.

Grievances initiated by the Union concerning violations of this Agreement shall commence with Step 2 of the procedure and must be initiated within ten (10) days, excluding weekends and holidays, after the alleged violation or it shall not be considered a grievance under the terms of this Agreement.

26.2. PROCEDURAL STEPS

Step 1. Within ten (10) days, excluding weekends and holidays, after the event giving rise to the grievance, the employee must bring the grievance orally to his immediate supervisor and his Union steward or representative. A meeting will be held immediately whenever possible or will be held within the ten (10) days, excluding weekends and holidays, following the oral grievance report. If the grieving employee's immediate supervisor is also a Union member, then the meeting must also include the next level of supervision who is a non-Union member. The employee, the Union representative, the employee's supervisor, and the employee's non-Union supervisor, if necessary, should discuss the matter frankly and attempt to reach an agreeable solution and/or answer.

Step 2. If the employee is dissatisfied with the proposed resolution resulting from Step 1, the grievance must be submitted in writing to the employee's department head within ten (10) days, excluding weekends and holidays, after the date of the meeting held in Step 1.

If the grievance is initiated by the Union for an alleged violation of this Agreement, then the grievance must be submitted in writing to the department head within ten (10) days, excluding weekends and holidays, after the alleged violation or it shall not be considered a grievance under the terms of this Agreement.

The department head or his designee shall respond to the grievance in writing within seven (7) days of the receipt of the grievance, excluding weekends and holidays. If the Department Head fails to respond in writing within seven (7) days of his receipt of the grievance, it shall proceed to Step 3.

Step 3. If the grievance is not resolved at Step 2, it shall be presented in writing by the Union to the Personnel Director with a copy contemporaneously filed with the Town Manager, within seven (7) days, excluding weekends and holidays, after the department head's response was due in Step 2. The Personnel Director shall meet with the employee, the Union representative, and the department head within seven (7) days, excluding weekends and holidays, to further clarify the issue. The Personnel Director shall render a written decision within ten (10) days, excluding weekends and holidays. The failure of the Personnel Director or Town Manager to respond in writing within the time limits herein shall

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cause the grievance and requested remedy to be granted.

Step 4. If the grievance is not resolved at Step 3, either party may, within fifteen (15) days, excluding weekends and holidays, after the Personnel Director's response was due in Step 3, make a written demand for arbitration as set forth in § 5, below.

26.3 WRITTEN PRESENTATION

All grievances presented in accordance with the procedures set forth in § 2, Step 2 shall include a reasonable description of: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee(s); and remedy sought. All such grievances shall be signed and dated by a duly authorized Union representative. The Town Manager may request a meeting with the employee and his duly authorized Union representative. A duly authorized member of the Union shall be granted reasonable time off during working hours to investigate and to seek to settle grievances, without loss of pay. An aggrieved employee or employees shall be granted the right to Union representation during the course of the grievance procedure without loss of pay.

26.4 TIME LIMITATIONS

The time limitations set forth in this Article are of the essence of this Agreement and the failure by an employee, employees, or the Union to comply with the time limits shall be deemed a waiver and shall render an untimely filed grievance non-arbitrable. Notwithstanding the time limitations set forth in this article, the Town and Union may extend them by mutual written agreement.

26.5 SUBMISSION TO ARBITRATION.

Any grievance, as defined in § 1 of this Article, that has been properly and timely processed through all of the grievance Step 1 procedures set forth in Section 2 and that has not been settled at the conclusion thereof, shall be submitted to arbitration by the Union serving the Town Manager with a written demand for arbitration within fifteen (15) days, excluding weekends and holidays, after the response of the Personnel Director. The failure to file a demand for arbitration within the time limits set forth herein shall be deemed a waiver of the right to demand arbitration.

26.6 ARBITRATOR SELECTION

The demand for arbitration shall be submitted to the closest local office of the American Arbitration Association with a request that it furnish to the Union and the Town a list of at least fifteen (15) qualified and impartial arbitrators. The arbitrator selection process shall be governed by the Voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration.

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26.7 ARBITRATOR'S AUTHORITY AND JURISDICTION

The authority and jurisdiction of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the provision(s) of this Agreement and any duly established past practice in accordance with RIGL §28-9-2. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement or to establish or alter any wage rate or wage structure. Without intending to limit the generality of the foregoing, the arbitrator shall be without power or authority to issue an award which; (a) is violative or inconsistent with any of the terms of this Agreement or applicable law; (b) exceeds his jurisdiction and authority under law and this Agreement; (c) involves any matter which by law or under the terms of this Agreement, is within the exclusive authority or prerogative of the Town; or (d) involves any matter wherein the Town's decision is final and binding under either the terms of this Agreement or by applicable law.

The arbitrator shall have the right to determine the amount of retroactive pay, if any, an employee is due if the arbitrator overrules the Town's decision with respect to a suspension, discharge, or discipline.

Nothing herein shall be construed to limit the authority of an arbitrator to determine any claim by the Union of the existence of past practice, provided that the arbitrator's determination and application of the doctrine of past practice is in accordance with the provisions of R.I.G.L. § 28-9-27.

26.8 BINDING EFFECT

Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

26.9 FEES AND EXPENSES OF ARBITRATION

The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Union and the Town.

ARTICLE 27 DISCIPLINE

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

27.2 (a) It is agreed that the Town may apply progressive or appropriate discipline as warranted, in the presence of the appropriate Union representative, if the employee requests representation. Such discipline shall include counseling, oral and written reprimand, suspension, demotion, or dismissal for just cause. Written reprimands are to be placed in an employee's personnel folder and will be expunged two (2) years to date from

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last infraction, if no further infraction takes place during that two (2) year period.

(b)The Town shall endeavor to impose discipline in a timely manner.

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

27.4 No employee who has completed his probationary period shall be discharged without just cause.

27.5 When a department head is not satisfied with the performance of an employee, the employee shall first be given the opportunity to be counseled in the presence of a Union representative of his or her choice who is available at work in Town.

ARTICLE 28 HOSPITAL-SURGICAL, MEDICAL CARE AND LIFE INSURANCE

28.1 (a) Each employee, after thirty-one (31) days from the date of initial employment, shall be provided with the Town's Preferred Provider Organization (PPO) plan for each member and his family, as he may elect. A summary of benefits of said PPO plan, including the prescription drug coverage, is appended hereto and incorporated herein, and a benefits summary is also available to employees through the Town Manager. Effective July 1, 2017, the PPO plan benefits shall be redesigned as follows:

	In-Network	Out-of-Network
Specialist Office Visits	$25.00 per visit	20% per visit after deductible
Hospital Emergency Services	$100.00 per visit	20% per visit after deductible
Urgent Care	$50.00 per visit	20% per visit after deductible
Primary Care	$15.00 per visit	20% per visit after deductible

Each employee shall be provided with dental insurance, individual and family, as he may elect. A summary of benefits for said dental plan is appended hereto and incorporated herein, and a benefits summary is also available to employees through the Town Manager.

The Town may, in its discretion, substitute alternate equivalent coverage for any or all of the foregoing insurance programs. The Town shall provide advance notice to the Union of any change in said coverage.

Upon execution of this Agreement, the Town and Union shall form a joint committee to address implementation of a wellness program in the second year of this Agreement, commencing July 1, 2017. This committee shall be comprised of the Town Manager, Finance Director, a designee of the Town Council and two (2) designees of the Union, The committee shall meet periodically, utilize such experts and advisors as they deem reasonably necessary, and shall make recommendations for the structure and the

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implementation of a wellness program upon ratification by the Town Council and Union.

All employees shall have the option of waiving health insurance benefits as provided in this Article. In the event any employee exercises this option, then said employee shall receive a cash payment, per pay period, equivalent to one-half (112) the Town's cost of health insurance benefits for that pay period for that employee, up to a total of no more than $4,300 per calendar year for those eligible for family coverage and $2,000 per calendar year for those eligible for individual coverage. Employees exercising this option shall be required to sign a health insurance benefit waiver as agreed to by the parties. Employees may cancel the waiver by giving thirty (30) days notice in writing to the Town.

(b) All employees agree to contribute 15% to the cost of their health and dental insurance.

28.2 All employees covered by this Agreement shall be eligible for Rhode Island Temporary Disability Insurance at their expense. The Town agrees to such deduction.

28.3 (a) Employees who incur on-the-job injury or illness shall be subject to the Rhode Island Workers' Compensation Act. Employees may use accrued sick leave to cover the first three days of illness or injury, and if the injury or illness is subsequently determined to be compensable pursuant to Rhode Island's workers' compensation laws, the three days so used will be credited back to their sick-leave account. When an employee is injured on the job he shall not lose any benefits provided by this Agreement for a period of two (2) years from the date of injury. If after two (2) years, the employee is determined to be partially or permanently disabled and unable to return to his original position of employment, or perform the work of any position that may be vacant, and posted subject to the provisions of Article XII, then the employee will be placed on leave of absence without pay.

(b) When an employee has been determined to be partially or permanently disabled, as defined in subparagraph (a), and has been placed on leave of absence, the employee shall continue to receive Workers' Compensation and his previous position may be determined to be vacant while a disability retirement is being processed.

28.4 All employees covered by this Agreement, with no exception, shall be entitled to receive full paid life insurance in the amount of twenty thousand dollars ($20,000) effective January 1, 1986.

ARTICLE 29 WAGES

29.1 The pay scale and any adjustments thereto are set forth in the Wage Classification Schedule and are incorporated herein.

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(a) Wage Increases

Wage increases effective:

January 1, 2017	1 % increase in wages
July 1, 2017	2.5 % increase in wages
January 1, 2018	3 % increase in wages
January 1, 2019	3 % increase in wages

(b) Employees shall be paid a week in arrears. This change will be accomplished at the same time and using the same period as with other Town (non-school) employees.

(c) The entry pay for the part-time dispatcher shall be the dispatcher entry level rate listed in the contract. The part-time dispatcher shall receive benefits as provided for by the CBA.

ARTICLE 30 FEDERAL AND STATE PROGRAMS

30.1 Participants in Federal and State Programs shall not be employed to displace bargaining-unit employees.

ARTICLE 31 SUBCONTRACTING AND WORK BY EMPLOYEES OUTSIDE UNIT

31.1 No one outside the bargaining unit shall perform work normally assigned to employees within said unit. The Town shall continue to provide work for employees in the bargaining unit and shall avoid the subcontracting of work performed by employees in the bargaining unit. However, in the event the Town has a project that cannot be handled by the employees in the bargaining unit, based on lack of knowledge, ability, or if the Town does not have the equipment, then said project may be subcontracted provided:

That no members of the bargaining unit are laid off.
That the project will not result in future layoffs.

In the event that the Union does not agree with the Town regarding this section, then it shall be subject to the grievance and arbitration procedure.

ARTICLE 32 CLASSIFICATIONS

32.1 Attached to this Agreement and made a part hereof are a listing of the job classifications for the positions covered. In the event the Town decides to change, alter or abolish any job classification, it shall notify the Union immediately. In the event the Town creates a new job classification, it shall notify the Union immediately.

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ARTICLE 33 PENSION PLAN

33.1 The Town shall provide a pension program as negotiated between the parties for all employees in the bargaining unit equal to the program in existence as of the time of this Agreement with the following exceptions:

(a) Effective July 1, 1991 the retirement age of employees shall become sixty-two (62) years of age.

(b) Commencing October 1, 2013 all permanent full-time employees of the Town shall contribute eight (8%) percent of their gross wages toward the cost of the pension plan. Commencing July 1, 2014 all permanent full-time employees of the Town shall contribute nine (9%) percent of their gross wages toward the cost of the pension plan. Commencing July 1, 2015 all permanent full-time employees of the Town shall contribute ten (10%) percent of their gross wages toward the cost of the pension plan.

(c) All employees hired after June 30, 2013 shall participate in a defined-contribution plan in which the Town will match the employee contribution, up to 10% of an employee's annual base wages. All employees hired after June 30, 2013 shall contribute a minimum of one percent (1 %) of base annual wages which shall be payroll deducted as authorized by this provision.

33.2 Employees shall receive a copy of the Coventry Municipal Employees Retirement Plan Statement of Benefits on an annual basis.

ARTICLE 34 MISCELLANEOUS PROVISIONS

34.1 Employees hired after July 1, 1991, may be required to obtain and maintain a Commercial (CDL) driver's license. The Town agrees to provide equipment and up to one-half (1/2) hour of training on work time to assist employees in obtaining said license. Employees will be allowed to take this Commercial (CDL) driver's test during working hours without loss of pay. Employees hired before July 1, 1991 may be asked, but not required to, obtain and maintain a Commercial (CDL) driver's license.

The purpose of this Article is to provide backup drivers for an emergency. In the event a designated employee cannot maintain his license for reasons other than refusal, he shall be relieved of the obligation and the Town may designate another employee.

34.2 The Town agrees to deduct from the wage of any employee a contribution to P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) upon written authorization by the employee. The employee may revoke such authorization by serving written notice to the Town any deduction made pursuant to this provision shall be remitted to the Union on a monthly basis. The Union shall indemnify and hold harmless the Town and any of its employees and agents against any and all claims, suits, orders,

GHW

and judgments brought or issued against the Town as a result of its compliance with this provision, including without limitation, all costs, expenses and counsel feels which may be incurred or imposed upon the Town.

34.3 The Town will provide appropriate training to employees as required whenever new equipment and procedures are introduced.

34.4 Employees covered by this Agreement shall have the privilege of continuing education, with Town approval, provided that the education is job related. The Town will reimburse 75% of tuition in the fiscal year following completion of course work with a grade of C or better. Arrangements must be made with the Town before the training begins and may include commitments to stay in the Town's employ for stipulated periods of time depending upon the costs to the Town.

ARTICLE 35 ENTIRE AGREEMENT

35.1 This Agreement constitutes the complete and entire Agreement between the parties.

35.2 No individual employee in the bargaining unit or any representative, agent or employee of the Town may enter into any separate Agreement or understanding which will be inconsistent with the terms of this Agreement. Any such separate inconsistent Agreement will not be binding upon the parties or the employees they represent hereto, unless expressly adopted in writing and mutually agreed upon between the Town and the Union.

35.3 This Agreement may be altered or modified only by mutual written agreement of the parties hereto.

ARTICLE 36 DURATION

This Agreement shall become effective on January 1, 2017 and expire on December 31, 2019.

36.1 This Agreement shall be automatically renewed from year to year, unless either party shall notify the other, in writing, ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement to the other party.

GLW

IN WITNESS WHEREOF, the parties set their hands and seals this 11 day of May, 2017.

TOWN OF COVENTRY

Glenford Shibley, Town Council President

Graham Waters, Town Manager

R.I. COUNCIL 94, AFSCME, AFL-CIO, LOCAL 3484

Louis Diamonte, President, Local 3484

~~Alexis Lyman, Senior Staff~~ Ex. Dir. Brand O'Neill Representative, R.I. Council 94, AFSCME

GLW

APPENDIX A

The Town shall provide all Police Communications Dispatch personnel with the following uniforms:

The following uniforms will be a single issuance when hired:

5 pairs of pants	Black police slacks
5 summer polo style shirts	Short sleeve with CPD logo
5 winter polo style shirts	Long sleeve with CPD logo

The Town also agrees to provide annually, after July 1st, the following issuance of clothing:

5 pairs of pants	Black police slacks
3 summer polo style shirts	Short sleeve with CPD logo
3 winter polo style shirts	Long sleeve with CPD logo

This uniform shall be worn at all times when on duty and will be considered the uniform of the day.

May through September	Summer Shirts shall be worn.
November through March	Winter Shirts shall be worn.
April and October	Either summer or winter shirt may be worn.

Brands and vendors of clothing will be mutually agreed upon by the Town and the Union.
There will not be any designated footwear as part of this agreement.
If the Town imposes mandatory footwear for dispatchers, they will be afforded all footwear benefits as provided in the collective bargaining agreement.

GLW

Jan 1, 2017-June 30, 2017

Increase 101.00% Classification	STEP I 0 MONTHS	STEP II 6 MONTHS	STEP III 18 MONTHS	STEP V 36 MONTHS	5-YR	10-YR	15-YR	20-YR	25-YR
Deputy Treasurer	$29.23	$29.86	$30.99		$31.60	$32.22	$32.81	$33.40	$34.00
Working General Foreman	$26.94	$27.49	$28.06		$28.64	$29.23	$29.86	$30.99	$31.60
Working Foreman Lead Mechanic Park Maint. Supr. Animal Control Officer Lead Mechanic Parks & Rec	$23.96	$24.51	$25.48		$26.02	$26.55	$27.07	$27.58	$28.08
Laborer Custodian Assistant Animal Control Off.	$18.16	$18.64	$19.38		$19.92	$20.45	$20.99	$21.53	$21.92
Driver	$19.25	$19.70	$20.51		$21.05	$21.61	$22.14	$22.66	$23.07
Maint/Custodial (Police)	$18.70	$19.16	$19.90		$20.43	$20.99	$21.53	$22.05	$22.44
Operator Transfer Station Attendant	$20.34	$20.84	$21.71		$22.25	$22.79	$23.33	$23.82	$24.25
Town Maintenance Worker Maintenance Worker	$19.60	$20.15	$20.97		$21.51	$22.07	$22.60	$23.12	$23.53
Driver Collector	$20.52	$21.08	$21.91		$22.44	$23.01	$23.54	$24.06	$24.49
Mechanic Vehicular Maint Analyst Safety Compliance Officer	$22.29	$22.77	$23.65		$24.20	$24.73	$25.27	$25.78	$26.25
Lead Operator	$21.35	$21.86	$22.75		$23.33	$23.86	$24.40	$24.91	$25.37
Receptionist Switchboard Operator	$13.90	$14.26	$14.84		$15.74	$16.27	$16.61	$17.35	$17.66
Clerk	$18.75	$19.21	$19.98	$20.50	$21.10	$21.72	$22.34	$22.94	$23.36
Finance Clerk				$22.87	$23.49	$24.11	$24.73	$25.33	$25.78
Special Duties Clerk				$21.00	$21.62	$22.24	$22.86	$23.46	$23.88
Deputy Town Clerk				$24.67	$25.28	$25.90	$26.51	$27.12	$27.60
Dispatcher-Police	$19.62	$20.31	$21.42	$22.21	$22.76	$23.33	$23.88	$24.48	$24.92
Operator/Programmer-police	$19.64	$20.34	$21.42	$22.20	$22.81	$23.43	$24.04	$24.65	$25.10

July 1, 2017 - Dec 31, 2017

Increase 102.50% Classification	Step I 0 months	Step II 6 months	Step III 18 months	Step V 36 months	5-yr	10-yr	15-yr	20-yr	25-yr
Deputy Treasurer	$29.96	$30.61	$31.76		$32.39	$33.03	$33.63	$34.24	$34.85
Working General Foreman	$27.61	$28.18	$28.76		$29.36	$29.96	$30.61	$31.76	$32.39
Working Foreman Lead Mechanic Park Maint. Supr. Animal Control Officer Lead Mechanic Parks & Rec	$24.55	$25.12	$26.12		$26.67	$27.21	$27.74	$28.27	$28.78
Laborer Custodian Assistant Animal Control Off.	$18.61	$19.11	$19.86		$20.41	$20.96	$21.51	$22.07	$22.46
Driver	$19.73	$20.19	$21.02		$21.57	$22.15	$22.70	$23.23	$23.64
Maint/Custodial (Police)	$19.17	$19.64	$20.39		$20.94	$21.51	$22.07	$22.60	$23.00
Operator Transfer Station Attendant	$20.85	$21.37	$22.26		$22.80	$23.36	$23.91	$24.42	$24.85
Town Maintenance Worker Maintenance Worker	$20.09	$20.65	$21.49		$22.05	$22.62	$23.17	$23.69	$24.12
Driver Collector	$21.03	$21.60	$22.45		$23.00	$23.58	$24.13	$24.66	$25.10
Mechanic Vehicular Maint Analyst Safety Compliance Officer	$22.85	$23.34	$24.24		$24.80	$25.35	$25.90	$26.43	$26.90
Lead Operator	$21.88	$22.41	$23.32		$23.91	$24.46	$25.01	$25.54	$26.00
Receptionist Switchboard Operator	$14.25	$14.62	$15.21		$16.13	$16.68	$17.03	$17.78	$18.10
Clerk	$19.22	$19.69	$20.48	$21.01	$21.63	$22.26	$22.89	$23.52	$23.94
Finance Clerk				$23.44	$24.08	$24.71	$25.35	$25.96	$26.42
Special Duties Clerk				$21.53	$22.16	$22.80	$23.43	$24.05	$24.48
Deputy Town Clerk				$25.29	$25.91	$26.55	$27.17	$27.80	$28.29
Dispatcher-Police	$20.11	$20.82	$21.96	$22.76	$23.33	$23.91	$24.48	$25.09	$25.55
Operator/Programmer-police	$20.13	$20.85	$21.96	$22.76	$23.38	$24.02	$24.64	$25.27	$25.73

Jan 1, 2018-Dec 31, 2018

Increase 103.00% Classification	Step I 0 months	Step II 6 months	Step III 18 months	Step V 36 months	5-yr	10-yr	15-yr	20-yr	25-yr
Deputy Treasurer	$30.86	$31.52	$32.72		$33.36	$34.02	$34.64	$35.26	$35.90
Working General Foreman	$28.44	$29.03	$29.62		$30.24	$30.86	$31.53	$32.71	$33.36
Working Foreman Lead Mechanic Park Maint. Supr. Animal Control Officer Lead Mechanic Parks & Rec	$25.29	$25.88	$26.90		$27.47	$28.03	$28.57	$29.12	$29.64
Laborer Custodian Assistant Animal Control Off.	$19.17	$19.68	$20.46		$21.03	$21.59	$22.16	$22.73	$23.14
Driver	$20.32	$20.80	$21.65		$22.22	$22.82	$23.38	$23.93	$24.35
Maint/Custodial (Police)	$19.75	$20.23	$21.00		$21.57	$22.16	$22.73	$23.28	$23.69
Operator Transfer Station Attendant	$21.47	$22.01	$22.92		$23.49	$24.06	$24.63	$25.15	$25.60
Town Maintenance Worker Maintenance Worker	$20.69	$21.27	$22.13		$22.71	$23.30	$23.86	$24.41	$24.84
Driver Collector	$21.67	$22.25	$23.13		$23.69	$24.29	$24.85	$25.40	$25.86
Mechanic Vehicular Maint Analyst Safety Compliance Officer	$23.53	$24.04	$24.97		$25.55	$26.11	$26.68	$27.22	$27.71
Lead Operator	$22.54	$23.08	$24.02		$24.63	$25.19	$25.76	$26.30	$26.78
Receptionist Switchboard Operator	$14.67	$15.05	$15.67		$16.62	$17.18	$17.54	$18.32	$18.64
Clerk	$19.80	$20.28	$21.10	$21.64	$22.28	$22.93	$23.58	$24.22	$24.66
Finance Clerk				$24.15	$24.08	$25.45	$26.11	$26.74	$27.22
Special Duties Clerk				$22.17	$22.83	$23.48	$24.13	$24.77	$25.21
Deputy Town Clerk				$26.05	$26.69	$27.34	$27.99	$28.63	$29.14
Dispatcher-Police	$20.72	$21.44	$22.61	$23.45	$24.03	$24.63	$25.22	$25.85	$26.31
Operator/Programmer-police	$20.73	$21.47	$22.61	$23.44	$24.08	$24.74	$25.38	$26.02	$26.50

Jan 1, 2019-Dec 31, 2019

Increase 103.00% Classification	Step I 0 months	Step II 6 months	Step III 18 months	Step V 36 months	5-yr	10-yr	15-yr	20-yr	25-yr
Deputy Treasurer	$31.79	$32.47	$33.70		$34.36	$35.04	$35.68	$36.32	$36.97
Working General Foreman	$29.29	$29.90	$30.51		$31.15	$31.79	$32.48	$33.69	$34.36
Working Foreman Lead Mechanic Park Maint. Supr. Animal Control Officer Lead Mechanic Parks & Rec	$26.05	$26.65	$27.71		$28.29	$28.87	$29.43	$29.99	$30.53
Laborer Custodian Assistant Animal Control Off.	$19.75	$20.27	$21.07		$21.66	$22.24	$22.82	$23.41	$23.83
Driver	$20.93	$21.43	$22.30		$22.89	$23.50	$24.08	$24.64	$25.08
Maint/Custodial (Police)	$20.34	$20.83	$21.63		$22.22	$22.82	$23.41	$23.97	$24.40
Operator Transfer Station Attendant	$22.12	$22.67	$23.61		$24.19	$24.79	$25.37	$25.91	$26.37
Town Maintenance Worker Maintenance Worker	$21.32	$21.91	$22.80		$23.39	$24.00	$24.58	$25.14	$25.59
Driver Collector	$22.32	$22.93	$23.82		$24.40	$25.02	$25.60	$26.16	$26.63
Mechanic Vehicular Maint Analyst Safety Compliance Officer	$24.24	$24.76	$25.72		$26.31	$26.90	$27.48	$28.04	$28.54
Lead Operator	$23.22	$23.78	$24.02		$25.37	$25.95	$26.53	$27.09	$27.59
Receptionist Switchboard Operator	$15.12	$15.51	$16.14		$17.12	$17.69	$18.06	$18.87	$19.20
Clerk	$20.39	$20.88	$21.73	$22.29	$22.95	$23.62	$24.29	$24.95	$25.40
Finance Clerk				$24.87	$25.54	$26.22	$26.89	$27.54	$28.03
Special Duties Clerk				$22.84	$23.51	$24.18	$24.86	$25.51	$25.97
Deputy Town Clerk				$26.83	$27.49	$28.16	$28.83	$29.49	$30.01
Dispatcher-Police	$21.34	$22.08	$23.29	$24.15	$24.75	$25.37	$25.97	$26.62	$27.10
Operator/Programmer-police	$21.36	$22.11	$23.29	$24.14	$24.80	$25.48	$26.14	$26.80	$27.29

Seniority List

TOWN OF COVENTRY-LOCAL 3484 SENIORITY LISTING-AS OF 12/19/2016

	NAME	DEPARTMENT			
1	RATHBUN, BETHANY L.	POLICE DEPT.	1981	9	21
2	SMITH, CHARLES	PUBLIC WORKS	1982	11	22
3	SMITH, JOAN M.	TOWN HALL	1984	11	19
4	ROBITAILLE, MARK A.	PUBLIC WORKS	1986	3	3
5	BOWEN, ROBERT H.	PUBLIC WORKS	1987	8	17
6	CORNELL, EDWARD G.	PUBLIC WORKS	1987	12	4
7	DIAMONTE, LOUIS W.	PUBLIC WORKS	1988	1	4
8	FASCIO, DONALD R. JR.	PARKS & REC	1988	10	3
9	GREENE, RAYMOND R. JR.	PUBLIC WORKS	1988	12	12
10	BROWN, DENISE M.	TOWN HALL	1989	1	3
11	PHILLIPS, JOHN F.	PUBLIC WORKS	1989	5	22
12	ROBITAILLE, LORI J.	TOWN HALL	1989	9	11
13	BARRY, KIRK N.	PUBLIC WORKS	1990	8	14
14	HOPKINS, DAVID R.	PUBLIC WORKS	1991	4	29
15	McGEE, KEITH	PUBLIC WORKS	1991	5	13
16	CANIGLIA, MICHAEL A.	POLICE DEPT.	1991	7	15
17	LAWRENCE, ALAN R.	PUBLIC WORKS	1993	3	21
18	KANE, CHERYL A.	TOWN HALL	1993	7	5
19	HARUBEN, RAYMOND J.	PUBLIC WORKS	1993	11	29
20	YOST, DEBORAH J.	TOWN HALL	1993	12	20
21	GELINEAU, MATTHEW	PUBLIC WORKS	1994	3	14
22	WARZYCHA, KIM	TOWN HALL	1995	2	2
23	RUSSOTTI, DANIELE	PUBLIC WORKS	1996	4	1
24	SAVASTANO, MICHAEL J.	PUBLIC WORKS	1996	12	9
25	BRAYMAN, GEORGE	PUBLIC WORKS	1996	12	23
26	LACOMBE, CAROLYN A.	ANIMAL CONTROL	1998	5	28
27	LAVOIE, DEBORAH A.	TOWN HALL	1998	6	1
28	LESSARD, JOHN R.	PARKS & REC	1998	6	1
29	NARDOLILLO, ANTHONY	POLICE DEPT.	1998	6	21
30	SITZE, JEFFREY	PUBLIC WORKS	1998	12	21
31	BESSETTE, LEE	POLICE DEPT.	1999	2	2
32	FALCONIO, DINO	PUBLIC WORKS	1999	11	8
33	PAGE, MELISSA ANN	PUBLIC WORKS	2000	5	15
34	BUDDOCK, PAUL T.	PUBLIC WORKS	2000	8	8
35	ANDRIOTE, JUANE J.	PUBLIC WORKS	2000	9	25
36	ASSELIN, GREGORY M.	PUBLIC WORKS	2000	11	20
37	BROWN, DARLENE J.	TOWN HALL	2001	2	26
38	PACHECO, JAMES R.	PUBLIC WORKS	2001	10	10

	NAME	DEPARTMENT			
39	THEMUDA, DENISE	PUBLIC WORKS	2002	7	8
40	TEDESCHI, MICHAEL C.	PUBLIC WORKS	2002	7	8
41	SUNDELIN, JOHN	PUBLIC WORKS	2003	1	13
42	LaROCHE, CARL	PUBLIC WORKS	2003	9	1
43	JOHNSON, PETER	PUBLIC WORKS	2004	4	12
44	RYAN, TERESE	POLICE DEPT.	2005	2	14
45	PHILLIPS, KELLY	POLICE DEPT.	2005	5	11
46	McCORMICK, MATTHEW	ANIMAL CONTROL	2005	6	13
47	POMFRET, JEAN	TOWN HALL	2005	10	18
48	ZAKOWSKI, JESSICA	ANIMAL CONTROL	2005	11	7
49	NARDOLILLO, ERNEST	PUBLIC WORKS	2006	2	28
50	FOSTER, GREGORY	PUBLIC WORKS	2006	5	8
51	RATHBUN, JESSE	PUBLIC WORKS	2006	7	17
52	BARRETT, MARK	PUBLIC WORKS	2006	7	24
53	JACAVONE, MICHAEL	PUBLIC WORKS	2006	8	15
54	RIVARD, RICHARD	PUBLIC WORKS	2006	9	5
55	KARWOSKI, KERRI	TOWN HALL/PLANNING	2007	4	4
56	KAREEMO, DAVID	POLICE DEPT.	2008	1	8
57	ADAMS, GARY	PUBLIC WORKS	2008	1	21
58	KINGSBOROUGH, JOSEPH	PUBLIC WORKS	2008	3	19
59	ANDERSON, LORI	TOWN HALL	2008	4	25
60	GALLIGAN, CHARLES	POLICE DEPT.	2009	1	12
61	DeMATTEO, JOSEPH	PUBLIC WORKS	2010	1	4
62	POTVIN, JAMES	PUBLIC WORKS	2010	6	24
63	JERVIS, KENNETH	PARKS & REC	2011	5	16
64	VOLPE-ALMEIDA, SUSAN	POLICE DEPT.	2013	5	28
65	CADY, SCOTT	PUBLIC WORKS	2013	5	28
66	KEENAN, RICHARD	PUBLIC WORKS	2014	2	10
67	IRONS, ROBERT	PARKS & REC	2014	8	29
68	ROBITAILLE, LUC	PUBLIC WORKS	2014	9	9
69	ANDREWS, ALAN	PUBLIC WORKS	2014	12	8
70	BETTEZ, ROLAND	PARKS & REC	2015	3	16
71	SMITH, DEREK	PUBLIC WORKS	2015	7	6
72	SMITH, THOMS	PUBLIC WORKS	2016	4	4
74	PULSIFER, EDWARD	PARKS & RECREATION	2016	6	27
75					
76					
PT	SIMPANEN, WADE	POLICE DEPT.	2011	6	13

NEW HIRE/AGENCY

IMBRUGLIA, DOMENIC	PUBLIC WORKS	2016	8	22
PEZZUCO, STEPHEN	PARKS & RECREATION	2016	10	24

MEMBER SIX MONTHS FROM DATE OF HIRE

Health Care Summary

GeLW

HealthMate COAST•TO•COAST®

100/80
No Deductible

Understanding Your Benefits

- ***Deductibles***
  You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:
  - $0 per individual plan; $0 per family plan in network
  - $1,000 per individual plan; $2,000 per family plan out of network
  - The deductible has a hybrid calculation which means that all deductible amounts paid count toward the family deductible, but the individual will never pay more than their individual amount.
- ***Out-of-pocket Limits***
  The following is the maximum you would pay out of pocket for essential health benefits each year (including medical and pharmacy copayments, deductibles and coinsurance).
  - $6,350 per individual plan; $12,700 per family plan in network
  - $6,350 per individual plan; $12,700 per family plan out of network
  - The out-of-pocket limit has a hybrid calculation which means that all out-of-pocket amounts paid count toward the family out-of-pocket limit, but the individual will never pay more than their individual out-of-pocket amount.
- ***Please note:***
  The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered	What You Pay	
Service	**In-Network**	**Out-of-Network**
Preventive Care ▪ Adult preventive care ▪ Child preventive care ▪ Immunizations ▪ Preventive lab, X-ray, and imaging	$0 per visit	20% per visit after deductible
Primary Care Office Visits ▪ Adult primary care ▪ Adult gynecological exam ▪ Pediatric primary care	$15 per visit	20% per visit after deductible
Specialist Office Visits ▪ Specialty care ▪ Chiropractic (limit 12 visits per year) ▪ Routine eye exam (limit 1 visit per year)	$25 per visit	20% per visit after deductible
Outpatient Services ▪ Diagnostic lab, x-ray, and imaging ▪ Medical/surgical care ▪ High-end radiology (e.g., MRI/CT/PET), nuclear medicine and sleep studies	$0 per visit	20% per visit after deductible
Inpatient Services ▪ Hospitalization ▪ Maternity ▪ Mental Health ▪ Chemical dependency ▪ Rehabilitation (limit 45 days per year)	$0 per visit	20% per visit after deductible
Hospital Emergency Services	$100 per visit	$100 per visit

continued

What's Covered	What You Pay	
Service	**In-Network**	**Out-of-Network**
Urgent Care	$50 per visit	$50 per visit
Retail Based Clinic Visits	$15 per visit	20% per visit after deductible
Ambulance		
▪ Ground	$50 per occurrence	$50 per occurrence
▪ Air/Water	0% per occurrence	0% per occurrence
Durable Medical Equipment	20% per service/device	20% per service/device after deductible
Physical/Occupational Therapy (limit 30 visits per year)		
▪ Physical therapy ▪ Occupational therapy ▪ Speech therapy	20% per visit	20% per visit after deductible

Beyond Benefits

Sign in to your member page on BCBSRI.com, and you will have useful plan and wellness information at your fingertips.

Access Your Benefits:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible and out of pocket maximum.
- Check out our cost and quality tools.
- Find the member handbook to learn what to expect from BCBSRI.

Health Topics & Discounts:

- Read about thousands of health topics in the Health Center.
- Learn how you can get discounts on gym memberships, as well as free one-week trial memberships.

Need Help

Call Customer Service

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TTY/TDD (Telecommunication Device for the Deaf) Users should call 711

Hours:
Monday – Friday, 8:00 a.m. to 8:00 p.m., Saturday – Sunday, 8:00 a.m. to 12 p.m., Eastern Time

This is a summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call the number located on the back of your BCBSRI ID card. If you have questions about receiving medical care, please call your doctor.

Blue Cross Blue Shield of Rhode Island
www.bcbsri.com
500 Exchange Street • Providence, RI 02903-2699

Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.

Town of Coventry
Safety Hazard Report Form

Date: _____ Time: _____

Description of Hazard: _____

_____

_____

Location of Hazard: _____

Corrective action taken/required: _____

_____

_____

_____

_____

Signature of person reporting: _____

Supervisor/Director_____

Safety Compliance Officer_____

_____