

AGREEMENT  
BETWEEN  
TOWN OF EAST GREENWICH  
and the  
RHODE ISLAND LABORERS' DISTRICT COUNCIL  
on behalf of LOCAL  
UNION 1322 of the  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO DEPT.  
OF PUBLIC WORKS EMPLOYEES  
JULY 1, 2022 TO JUNE 30, 2025



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**ARTICLE I**  
**UNION RECOGNITION AND SECURITY**

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications and categories of work covered by this Agreement for the purposes of Collective Bargaining as provided by the Rhode Island State Labor Relations Act of 1941, as amended, and so certified after election conducted by the Rhode Island State Labor Relations Board in Case No. EE-3346.

Section 2. The Employer agrees not to discharge or discriminate in any way against employees because of their membership in lawful Union activities. All employees who, on the effective date of this Agreement, are members of the Union, and all employees who become members thereafter, may maintain their membership in good standing to the extent of paying the periodic dues uniformly required as a condition of Union membership.

Section 3. All employees in the bargaining unit will be notified by the Union of their option to pay such dues or initiation fees or service fees after thirty (30) days of employment.

Section 4. [Reserved]

Section 5. The town agrees that it will deduct Union Dues, from the wages of members of the respective bargaining unit provided that the employees have executed written authorization on a form that has been agreed to by the parties. Such deductions shall be made equally each pay period each month for which they are due and shall be forwarded to the Secretary-Treasurer of the Union monthly, together with a check-off list setting forth the names of the employees and the amount of deduction. The Union will give the employer thirty (30) days' notice of any change in the amount of dues to be deducted.

Section 6. The employer agrees to notify the Union in writing within thirty (30) days of hire of all new LIUNA employees subject to this Agreement. The employer also agrees to notify the Union within ten (10) days of all terminations of bargaining unit employees.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

Section 1. It is understood and agreed that the employer has the sole right and authority, whether exercised or not, to operate and manage its affairs in all respects except as may have been modified by the express provisions of this Agreement.

Section 2. The rights of the employer through its management officials shall include, but are not limited to, the following:

1. The right to determine its mission, policies and to set forth all standards of service offered to the public;
2. To plan, direct control and determine the operations or services to be conducted by its employees;
3. To determine the methods, means and number of personnel needed to carry out the department's mission;
4. To direct the working force, including the right to assign work or overtime;
5. To hire and assign or to transfer employees;
6. To promote, suspend, discipline or discharge for just cause;
7. To layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
8. To make, publish and enforce reasonable rules and regulations subject to challenge under the grievance and arbitration provisions of this Agreement;
9. To introduce new or improved methods, equipment or facilities;
10. To take any and all action as may be necessary to carry out the operations of the employer in situations of civil emergency.

Section 3. The employer agrees it will not exercise its rights in a capricious or arbitrary manner.

**ARTICLE III**  
**HOURS OF WORK AND OVERTIME**

Section 1. Hours of Work.

- A. Except for employees assigned to the sewer plant or transfer station, the regular work week for all employees covered by this Agreement shall be Monday through Friday, 7:00a.m through 3:30p.m. (summer hours shall be Monday through Friday, 6:00am through 2:30pm from 6/1 to 8/31 each year), except the employer may schedule different eight (8) hour shifts for street sweeping operations and weed control and those employees who work this different eight (8) hour shift will be paid an additional fifty (\$.50) cents per hour.
- B. Sewer plant and transfer station employees shall work a regular work week of five (5) eight (8) hour days, but on a rotating schedule, which will include Saturdays and Sundays and holidays. Their hours of work shall be as required by waste water treatment plant or transfer station operations. An employee filling a Saturday vacancy at the transfer station will be paid overtime in accordance with the contract.

- C. Each employee's workday shall include a one-half hour unpaid lunch period to be taken at the job location.
- D. Employees shall be granted a fifteen (15) minute paid break during the first and second halves of each daily shift. It is expressly understood and agreed that the DPW Director or his designee retains the right to regulate and schedule these fifteen (15) minute breaks.
- E. For the purpose of training, the town may assign employees in an acting assignment to a higher competitive classification up to eighty (80) consecutive hours without commensurate rate of pay for that classification. If an employee has a special skill or trade, he may be used in that skill or trade without additional compensation.
- F. In the event of a shift change, the employer shall provide seventy-two (72) hours advance notice of the shift change to the employee, to the extent possible.

Section 2. Overtime.

Time and one-half shall be paid in wages for all work in excess of the regular eight (8) hour workday or forty (40) hour work week for all employees covered by this Agreement. In addition to holiday pay, time and one-half shall be paid in wages for all work performed by the employees covered by this Agreement on Saturdays, Sundays and holidays except for sewer plant and transfer station employees who are covered by a different provision of this Agreement. All vacation days, sick days, and holidays shall be credited as hours worked for purposes of determining overtime pay.

Whenever an employee is requested to work overtime, that employee shall be entitled to a one-half hour break after each five (5) hour period of overtime worked. During each such break, employees shall be allowed to leave the job location, providing they receive the prior approval of their foreman as to where they can be reached during the break. If such approval is not granted, non-alcoholic beverages and sandwiches shall be made available to employees at the job location at their expense at the start of the break by the foreman or an employee at the foreman's direction, which employee shall not lose any of his own break time in obtaining such beverages and sandwiches.

When an employee works more than twelve (12) hours overtime for snow removal, after having worked their regular shift before the twelve (12) hours of overtime, the employee shall be paid double time in wages for additional, consecutive hours worked on snow removal beyond twelve (12) hours of regular overtime pay as delineated in the Memorandum of Understanding dated 2017, Exhibit B and attached hereto.

**ARTICLE IV**  
**JOB TITLES, WAGES AND RATES**

Section 1. Wages.

Employees shall receive a 3% increase in wages for the period of July 1, 2022 to June 30, 2023;

3% for the period of July 1, 2023 to June 30, 2024; and 3% for the period of July 1, 2024 to June 30, 2025.

LIUNA employees shall be paid on a bi-weekly basis, 26 pay-periods in accordance with Schedule A. Bi-weekly pay will start in January of 2023.

## ARTICLE V SENIORITY AND PROMOTIONS

### Section 1.      Decision.

Seniority shall be defined as the total length of continuous service with the employer. Seniority shall apply for purposes of layoff, recall, transfers, vacation preference and promotions as outlined under Article XV. Seniority shall be acquired by a full-time employee after completion of six (6) months probationer period, at which time seniority shall be retroactive to the first day of employment. Union stewards shall be considered senior in service in their respective departments for layoff purposes only, however, during the term of this Agreement, the Union shall appoint not more than one (1) steward.

### Section 2.      Accumulation.

Seniority shall accumulate during absence because of illness, injury, vacation or other authorized paid leave.

### Section 3.      Break in Seniority.

Seniority shall be considered broken when an employee has been discharged or suspended for just cause. Seniority will not accrue while an employee is out of work in excess of thirty (30) days for a non job-related injury, leave of absence or personal leave of absence in excess of thirty (30) days.

### Section 4.      In the department, seniority shall be recognized and applied on the following basis with respect to:

- (1) **Overtime.** Overtime will be assigned in accordance with the following procedures:
  - a. **Unscheduled.** During the normal work day, if it appears that a job task will require overtime, those employees assigned to that task will have preferred rights to continue the task. Any vacancies will be filled by job title and ability to continue the task.
  - b. **Unscheduled Call Back Roster.** The employer will maintain a call back duty roster for all employees qualified by the Town to respond to emergency calls. The employee will be assigned to call back duty on a weekly basis Monday afternoon at 3:30p.m. to the following Monday at 7:00a.m. The list will rotate to each qualified employee. If the employee assigned for call back duty cannot respond, the Town reserves the right to call any employee to respond to an emergency.
  - c. **Unscheduled Winter Storms.** The Town will call each employee taking into consideration

the type of storm, expected duration, special equipment required, and manpower assigned to the special equipment.

- d. Scheduled overtime. The Town will post a notice of scheduled overtime, the date, number of people required and the task. Employees can request overtime based on skills and classification.

The Town has the right to require overtime work. However, before an employee is required to work overtime, the Town will make reasonable effort to obtain qualified volunteers for the required work. If no volunteers are available, employees may be assigned to work the required overtime.

Section 5. Reduction in work force shall be by department based upon seniority and qualifications needed to fulfill the work objectives of the department.

Section 6. Choice of time for vacation.

However, a senior man may reject the benefits at his discretion without the need for any explanation of his part. Further, in the event that an employee shall reject the benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail. The Town reserves the right to limit the total number of men on vacation status to 20% of the bargaining unit.

Section 7. The employer shall establish a seniority list for all employees of the Bargaining Unit. The list shall be made available to the Secretary of the Union. If the Union disagrees with the seniority list, it shall be called to the attention of the Town within ten (10) days of receipt by the Union.

Section 8. Residence.

All employees shall be required as a part of their working agreement to inform Personnel with any changes to their address, phone number and emergency contact information.

Section 9. In the event that two or more employees shall have equal seniority for the purpose of this contract, seniority shall be determined as follows:

- a. If a position held by such employee was obtained by competitive examination, the individual who scored the highest on the expert would be deemed to be the most senior man.
- b. If the position held by such employee was not obtained by competitive examination, seniority will be determined by a coin toss and through a joint review of pertinent information of the Town and Union Officials.



Section 10. Probation Period.

Every person appointed to a permanent position in the service of the Town shall be required to complete a probation period of six (6) months. Newly hired employees will be entitled to a prorated amount of sick leave which will accrue at the rate of one and one-fourth (1 ¼) days per month. In computing partial sick leave, the starting date is considered to be the first day of the month hired if hired up until the 10<sup>th</sup> of the month and the first of the following month if hired after the 10<sup>th</sup> of the month.

The department head shall use the probation period to closely observe and evaluate the work of all employees newly employed and to encourage their effective adjustment to the job, and the service of the Town. Department heads shall retain only those employees who meet an acceptable standard during the probationary period.

A new employee shall be dismissed without recourse to appeal rights at any time during the probation period when in the judgment of the department, division head or supervisor, the quality of his or her work is not such as to merit continuation in the service and such dismissal is approved by the Town Manager.

When a probationary employee is found to be physically unfit for performance of the duties of the position which they seek to hold, is determined to be unqualified, or has an unsatisfactory previous employment record in not meeting the work standards of the Town the Town Manager may terminate their employment at any time during the probationary period.

**ARTICLE VI**  
**HOLIDAYS**

Section 1. All employees covered by this Agreement shall be paid the regular rate of pay for each of the following holidays:

- |                             |                        |
|-----------------------------|------------------------|
| New Year's Day              | Washington's Birthday  |
| New Year's Eve ½            | Memorial Day           |
| Independence Day            | Victory Day            |
| Labor Day                   | Veterans Day           |
| Thanksgiving Day            | Christmas Eve ½        |
| Columbus Day                | Christmas Day          |
| Martin Luther King, Jr. Day | Day after Thanksgiving |

Section 2. When any authorized holiday falls on a Sunday, the following business day shall be considered the holiday. When any authorized holiday falls on a Saturday, either the preceding or following business day shall be considered the holiday.

Section 3. All employees shall receive a normal day's pay on authorized holidays, and in the event that any employee is required to work on any authorized holiday, such employee shall receive in addition to his regular or normal day's pay time and one-half for all hours worked on such holiday, other than sewer plant and transfer station employees.

Section 4. Each employee shall be entitled to three (3) days of personal leave each contract year with pay. Personal leave shall not accumulate from contract year to contract year.

## ARTICLE VII VACATIONS

Section 1. Employees who have completed one (1) year of service are eligible for vacation leave days with pay based upon the following schedule and under the following rules and definitions:

| (a) Schedule                                  | Earned               |
|---|----------------------|
| <u>Years of Service Completed</u>             | <u>Vacation Time</u> |
| (1) Employed 1 year, but less than 5 years    | 12 days              |
| (2) Employed 5 years, but less than 10 years  | 16 days              |
| (3) Employed 10 years, but less than 15 years | 20 days              |
| (4) Employed 15 years, but less than 20 years | 24 days              |
| (5) Employed 20 years or more                 | 28 days              |

(b) Rules and Definitions

1. Vacation time. After the first full year of employment, the employee is required to take vacation time due during the calendar year, except, that an employee may accumulate up to ten (10) days of vacations to be carried over into the succeeding years. This accumulated vacation period may be joined with a current year vacation period to permit a total vacation period of up to twenty (20) consecutive working days. However, such extended period must be with prior approval of the Department Head, requested in writing not less than six (6) months prior to the beginning of the proposed extended vacation period and not more than one member of the department may be on an extended period at one time. This extended vacation is subject to the needs of the Department.
2. Vacation leave days are calculated on the employee's regularly scheduled base hours.
3. No vacation leave shall be granted for a period exceeding fifteen (15) consecutive full

workings days, except as set forth in (b)(1) above.

4. Termination of Employment.
  - a. Termination of employment prior to a full year of service does not ensure the employee to any paid vacation
  - b. Final payment of as accrued vacation pay must be approved by the Department Head or Town Manager.
5. Vacation dates shall be scheduled with the approval of the Department Head.
6. Written request for vacation leaves of five (5) consecutive days, or more must be made at least ten (10) days in prior to said vacation leave. The employer will attempt to honor all requests for vacation leave which are submitted less than ten (10) days in advance.

## **ARTICLE VIII** **SICK LEAVE**

**Section 1.** All employees of the bargaining unit regularly employed continuously for at least three (3) months shall be entitled to sick leave with full pay. Sick leave shall be granted for the following reasons:

- a. Physical illness or incapacity rendering the employee unable to perform the duties of his/her position or the duties of another position in their Department. However, Sick leave is a benefit which shall not be abused and an employee who abuses sick leave shall be subject to disciplinary action. The Town also reserves the right to require a physician's note after three (3) consecutive days out;
- b. When an illness in the immediate (family includes: mother, father, spouse, child, sister, brother, and any other person residing in the employee's household) family requires the care of such employee; provided, that it does not exceed four (4) consecutive working days;
- c. Sick leave may be used for physician, dentist visits and testing for the treatment of chronic or acute illness;

**Section 2.** All members of the bargaining unit shall receive sick leave at the rate of one and one-quarter (1-1/4) days per month or fifteen (15) days a year, which they can accumulate to a maximum of seventy (70) days. effective July 1, 2019.

When an employee dies or retires, the employer will pay to the employee or their estate, as the case may be, within six (6) months of the date of death or retirement, all unused accumulated sick leave credited to such employee on the date of death or retirement, but not in excess of forty-five (45) working days.

On separation from the service of the Town, no employee, with the exception of those who are eligible for retirement or die in the service of the Town, shall receive any pay for any accumulated sick leave.

Section 3. The Town will take those steps necessary to enable members of the unit to be covered by State of Rhode Island Temporary Disability Insurance at their own expense.

Section 4. Bereavement Leave

- a. In the case of the death of an immediate family member of an employee, such employee shall be entitled to leave of absence with pay, from the time of notification of the death to and including the day following the burial of the deceased, not to exceed five (5) work days, except in cases where unusual travel distances exist, proper travel time will be taken into consideration by the Town Manager.
- b. One (1) day bereavement leave shall be provided in the case of the death of a non-immediate family member.

**ARTICLE IX**  
**LEAVE OF ABSENCE**

The Town Manager may exercise discretion and grant a regular employee a leave of absence without pay for a period not to exceed one (1) year. No leave without pay shall be granted except upon written request of the employee and subject to approval of the Town Manager. Upon expiration of a regularly approved leave without pay, the employee shall return to work in a paid position equal to the one held when leave was granted. Failure on the part of the employee on leave to report promptly at its expiration without good cause shall be considered a resignation.

**ARTICLE X**  
**JURY LEAVE AND MILITARY LEAVE**

Section 1. Regular full-time employees shall be granted leaves of absence for jury duty requiring presence at court or if subpoenaed to appear before a court or government commission by representatives of the Town. Such employees shall receive that portion of their regular salary which will together with either jury duty fees or subpoena fees equal their total salary for the same period. This provision is not intended to apply to any instance in which the employee or employees in their Union is engaged in an action against the Town or any Town officials.

Section 2. Any regular full time employee who may be a member of the stand-by reserve or ready reserve of any branch of the armed forces and who may be required to perform military duties for a period often (10) days or less in any one fiscal year at a time while so employed by the Town, shall receive the difference between his regular salary paid by the employer and the compensation paid by either the State or Federal government during the performance of his military service in any one fiscal year.

**ARTICLE XI**  
**UNION BUSINESS**

Section 1. Union representatives, other than employees of the Town, shall be permitted to visit employees upon reasonable prior notice so long as no disruption of work results.

Section 2. The Union shall furnish the employer and appropriate department head with the name of a designated steward and shall, as soon as possible, notify appropriate Town officials of any changes thereto. Only those who are officers or stewards shall be recognized by the employer for the purpose of meetings unless otherwise authorized by the Town Manager or his designee. The Union shall be represented by the International representatives, representatives of the Rhode Island Laborers' District Council and/or counsel.

Section 3. There shall be no deduction of pay from a grievant or steward for time spent directly involved with meetings with management during working hours.

**ARTICLE XII**  
**HEALTH AND WELFARE**

Section 1. Health Insurance.

The Town agrees to provide health insurance according to the Blue Cross Blue Shield of Rhode Island, Blue Solutions High Deductible plan. The Town of East Greenwich agrees to carry a health insurance policy covering each regular member of LIUNA employees and his or her family by providing coverage in an amount no less than that provided by Blue Cross Blue Solutions for HSA \$2000/\$4000 or Blue Cross Blue Solutions HDHP for HRA \$2000/\$4000. A copy of said benefits is attached hereto as Exhibit A.

**Health Savings Account (HSA)**

The Town of East Greenwich and the LIUNA employees agree to participate in a Health Savings Account (HSA) and a High Deductible Health Plan, Blue Solutions HDHP, as provided below and delineated in Exhibit A attached hereto, or a plan providing equal or better coverage:

- a) Family Health Savings Account: Blue Solutions High Deductible Plan with a H S A shall include a \$4,000 annual deductible, of which the Town contributes 50% of deductible (\$2,000) on behalf of the member to a member's private HSA. The Town further agrees to front load the employee's portion of the deductible (\$2,000) and then thereafter the employee will contribute, by payroll deduction on a pre- tax basis or by lump sum, up to \$2,000 per year for the family medical coverage outlined in Exhibit A attached hereto.
  
- b) Individual Health Savings Account: Blue Solutions High Deductible Plan with a H S A shall include a \$2,000 annual deductible, of which the Town contributes 50% of deductible (\$1,000) on behalf of the member to a member's private HSA.

The Town further agrees to front load the employee's portion of the deductible (\$1,000) and then thereafter the employee will contribute, by payroll deduction on a pre-tax basis or by lump sum, up to \$1,000 per year for the individual medical coverage outlined in Exhibit A attached hereto.

- c) For those employees not selecting the HSA Plan and subscribing to the HDHP for the Health Reimbursable Account \$2000/\$4000 plan, the Town will self-insure the first 50% of the deductible with the balance being the responsibility of the member.
- d) Any employee leaving within five months of the beginning of the fiscal year shall have any remaining co-pay not repaid, deducted from his last payroll/vacation/sick check.

Those employees who are grandfathered into the deductible will continue with the schedule below:

| HSA/HRA Family Plan<br>Co-pay            | HSA/HRA Individual Plan<br>Co-pay      |
|--|--|
| \$1,500.00 per year<br>toward deductible | \$750.00 per year<br>toward deductible |

As of July 1, 2022, employees shall contribute a co-share towards the cost of healthcare premiums or working rates in accordance with the following schedule:

| <b>Employee Co-Share &amp;<br/>Deductible Requirements</b> | <b>Effective<br/>7/1/2022</b> | <b>Effective<br/>7/1/2023</b> | <b>Effective<br/>7/1/2024</b> |
|--|-------------------------------|-------------------------------|-------------------------------|
| Blue Solutions Health Plan                                 | \$500                         | \$750                         | \$1000                        |
| <b>Deductible Contribution</b>                             |                               |                               |                               |
| Family   | \$2,000                       | \$2,000                       | \$2,000                       |
| Individual   | \$1,000                       | \$1,000                       | \$1,000                       |

Co-share(s) on the health premium or working rates will be deducted through twenty-four (24) equal payroll deductions during the plan year. During months with three (3) pay dates, deductions will occur only in the first two (2).

## **RETIREMENT**

Medical coverage for current members of the LIUNA Union who may retire in accordance with the Retirement Act prior to age 65 will be provided Blue Cross Blue Shield of Rhode Island Blue Solutions HDHP Plan with an HRA account. Upon reaching age 65 or the age which qualifies for Medicare benefits, the

Town agrees to pay for Blue Cross Blue Shield Plan 65 for the retiree. The Town's payment for such Plan 65 or other coverage for Medicare eligible retirees over 65 shall be capped at \$250 per month. All costs above \$250 per month shall be borne by the retiree. Effective for individuals retiring after 7-1-93 with their existing plan, the Town's obligation to provide health care coverage for a retiree shall continue until the retiree or his/her spouse is obtaining accident and health care coverage from another employer. If the health care program obtained from the new employer of the retiree or his/her spouse ceases to be provided at any time before the retiree becomes eligible for Medicare, then the Town's obligation to pay for accident and health care coverage as aforesaid shall resume at the same co-share and deductible rate in place at the time of retirement.

Effective for individuals retiring after 7-1-93, each year, employees who are on pension shall be required to sign an affidavit as to any medical coverage they or their spouse may have. Such affidavit shall be in a form approved by the Town and shall be submitted to the Administrative Services Manager no later than June 25 of each contract year. Should the retiree fail to file the affidavit in a timely fashion after receiving 30 days written notice from the Town by certified mail, return receipt requested, the Town shall be relieved of its obligation to provide continued health care coverage hereunder for the contract year.

Section 2. Upon retirement at age 65, each employee, at Town expense, will receive the Blue Cross/Blue Shield Plan 65, provided such employee has a minimum of ten (10) years' service with the Town. In the event that the Town no longer subscribes to Blue Cross, it may substitute at its sole expense, the current contractual health care coverage offered employees of this bargaining unit. Upon reaching age 65 or the age which qualifies for Medicare benefits, the Town agrees to pay for Blue Cross Blue Shield Plan 65 for the retiree. The Town's payment for such Plan 65 or other coverage for Medicare eligible retirees over 65 shall be capped at \$250 per month. All costs above \$250 per month shall be borne by the retiree.

Section 3. For the employees retiring before age 65, the Town will pay 3.3% for each year of Town service toward the cost of the Town's current standard health insurance plan, provided such employee has a minimum of ten (10) years' service with the Town. No employee will receive such benefits until he or she has reached the minimum retirement age of 58 or any age after thirty (30) years of service.

Section 4. Dental Insurance.

The employer shall furnish dental insurance coverage in an amount not less than that provided by Delta Dental family coverage for all employees in the Bargaining Unit. The annual maximum allowance \$ 2000.

Section 5. Life Insurance.

The employer shall furnish group term life insurance in the amount of \$80,000. IRC Section 79 provides an exclusion for the first \$50,000 of group-term life insurance coverage provided under a policy carried direct or indirectly by an employer. The imputed cost of coverage in excess of \$50,000 must be included in income, using the IRS premium table and are subject to social security and Medicare taxes.

**ARTICLE XIII**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

Step 1. An employee with a grievance shall present said grievance within five (5) days of learning of the occurrence or from such time as he should have been aware of the occurrence to his steward who shall present such grievance verbally to the Wastewater Superintendent, Highway Superintendent, or Parks and Recreation Director, as appropriate, before the close of the fifth (5th) business day thereafter.

Step 2. In the event the grievance is not satisfactorily adjusted to in Step 1, the Union shall, within two (2) business days thereafter, present such grievance in writing to the Director of Public Works or Parks and Recreation Director, as appropriate, who shall respond within two (2) days in writing, otherwise the grievance shall automatically proceed to Step 3.

Step 3. If unable to reach a satisfactory adjustment, the union shall submit the grievance in writing to the Town Manager within five (5) working days of the completion of Step 2. A response to the Union by the Town Manager shall be in writing within five (5) working days after submission. The parties may waive the above time limits by mutual agreement.

Section 2. Arbitration.

A grievance which was not resolved under the grievance procedure may be submitted by the Union or the Town to arbitration within thirty (30) days. The selection of the arbitrator and the conduct of the proceedings shall be governed by the voluntary labor arbitration rules of the American Arbitration Association or such other agency as may be mutually agreed upon. The decision of the arbitrator shall be final and binding upon the parties to all matters. The expenses of the arbitration shall be borne equally by the parties, the employer and the Union agree to apply the decision of the arbitration to subsequent substantially similar situations.

Section 3. Cognizant of the statutory strike prohibition, the Union additionally agrees that neither it, nor its members, will engage in a strike, nor will the employer lock-out its employees over any matter which is the subject matter of this Agreement.



**ARTICLE XIV**  
**PROTECTIVE CLOTHING, BULLETIN BOARDS AND SAFETY**

Section 1. Rain Gear.

Any employee working during inclement weather will be supplied with adequate protective clothing at the Town's expense and whenever any employee is without protective clothing on a job and inclement weather occurs, he will be allowed to procure the same.

Section 2. The Town shall pay to each employee \$1,200 on July 1, 2022, 2023 and 2024 which must be used to obtain and maintain work clothes and work shoes.

Section 3. The Town agrees to provide at no cost to the employees of the Sewer Treatment Division and the Sewer Maintenance such inoculations as are reasonably necessary to protect said employees from illness which might arise as a result of their normal Town employment.

Section 4. The Town agrees to provide an appropriate location where notices of Union business may be posted by the Union.

**ARTICLE XV**  
**FILLING OF PROMOTIONAL VACANCIES**

Section 1. Definition.

A promotional vacancy shall be a vacancy in any position above laborer within the bargaining unit.

Section 2. The employer agrees to fill all promotional vacancies from the best qualified within the bargaining unit, subject to the provisions of Section 3 below and the needs of the department.

Section 3. The employer agrees that the first consideration will be given to filling all promotional vacancies from within the department where the vacancies exist. Notice of a vacancy shall be posted for a period of seven (7) working days on appropriate Town bulletin boards.

- a. Any employee who has completed his probationary period, who is interested in filling the vacancy in his department, shall apply in writing to the department head within seven (7) working days after said notice has been posted.
- b. The vacancy shall be filled on the basis of qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor. Should a question arise out of the decision made by the employer on the question of ability, this shall constitute a grievance and be subject to the grievance and arbitration procedure included in this Agreement.

Section 4. The successful bidder shall have a trial period of thirty (30) days, and if he is not

deemed qualified for the position, he shall be restored to his former job and the position shall be re-bid. An employee who has successfully bid into a position and returned to his former job shall be ineligible to bid a new position for a period of one (1) year.

**ARTICLE XVI**  
**CALLBACK PAY**

Any employee under this agreement, who is called back to work at any time after the completion of their regular shift, or prior to their regular shift, shall be compensated for a minimum of 4 hours at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

**ARTICLE XVII**  
**INJURIES AND ILLNESS**

Section 1. Workers Compensation.

The Town agrees to be bound by the provisions of the Workers' Compensation Act, section 28-30-1 et seq. of the General Laws of the State of Rhode Island. as amended and agrees further that Benefits accruing to an employee under the Workers' Compensation Act shall be supplemented by such employee's accrued sick leave in order to ensure that such employee shall continue to receive his full compensation until such employee has exhausted all the sick leave to which he is entitled. An employee receiving Workers' Compensation benefits may be assigned light duty anywhere within Town government with appropriate medical clearance.

**ARTICLE XVIII**  
**LEGAL SERVICE FUND**

In order to provide employees and their dependents with assistance in defraying their cost of legal counsel, the employer agrees to contribute \$.12 per hour for each hour worked by each employee covered by this Agreement to the "RHODE ISLAND PUBLIC SERVICE EMPLOYEES' LEGAL SERVICE FUND" established by a declaration of Trust dated September 20, 1974. Said Fund shall be administered by a board of trustees selected by the Union.

- a. Said contributions shall be paid to such fund not later than the twentieth (20<sup>th</sup>) of each month and every month for the hours worked by said employees up to the end of the last completed payroll period for the preceding calendar month.
- b. It is agreed and understood that the benefits provided by this fund may not be used to reimburse, supplement or pay in any way in whole or in part for any action brought by a member of this Plan against the Town, its officers or its employees. Further, it is agreed and understood that such benefits may not be used on behalf of an employee in any matter in which the Town, its officers or employees are parties.

**ARTICLE XIX**  
**CHANGES OR AMENDMENTS**

Section 1. It is hereby agreed that this Agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement except by mutual consent in writing of the parties hereto.

**ARTICLE XX**  
**LONGEVITY PAY**

Section 1. Regular members of the bargaining unit hired prior to June 30, 2012, shall receive longevity pay based upon the terms of service in the employ of the Town as follows. Percentages are based on base salary only:

**SERVICE**

|    |               |      |
|----|---------------|------|
| 1. | 3-5 years     | 3%   |
| 2. | 6-10 years    | 4%   |
| 3. | 11-15 years   | 4.5% |
| 4. | 16-20 years   | 5%   |
| 5. | 21-25 years   | 5.5% |
| 6. | 26 plus years | 6%   |

Employees hired after June 30, 2012 shall be paid longevity in accord with the following schedule:

| <u>Years of service</u>     | <u>Longevity Pay</u> |
|-----------------------------|----------------------|
| Upon completion of 5 years  | \$ 800               |
| Upon completion of 9 years  | \$1,000              |
| Upon completion of 12 years | \$1,200              |
| 13-20 years                 | \$1,600              |
| 21 years                    | \$2,000              |

Longevity pay shall be disbursed on the first pay period of December.

## **ARTICLE XXI**

The Employer agrees to contribute to the Laborers' International Union of North America National (Industrial) Pension Fund (the "Pension Fund") for all employees covered by this Agreement in accordance with this Article. Beginning on July 1, 2022, and for the term of this Agreement, the Employer shall contribute to the Pension Fund Ninety-Six Cents (\$.96) for each hour paid to employees covered under the Collective Bargaining Agreement up to forty (40) hours a week for which an employee covered by this Agreement is paid by the Employer (including weeks or portions of weeks of paid holidays, vacation, sick leave, personal leave, other paid leave and overtime). Contributions shall be due and paid on a monthly basis. Specifically, contributions earned during a calendar month shall be due and paid by the twentieth (20<sup>th</sup>) day of immediately following calendar month.

## **ARTICLE XXII** **MUNICIPAL RETIREMENT SYSTEM**

All eligible employees covered by this Agreement shall participate in the Rhode Island Municipal Employees Retirement System. The Town will provide the Cost of Living Adjustment, Plan C, in accordance with Rhode Island General Laws 45-21-52 for eligible employees who retire on or after January 1, 2003.

## **ARTICLE XXIII** **PART-TIME EMPLOYEES**

As of the signing of this Agreement, part-time employees shall be accreted into the bargaining unit in accordance with State law. Their benefits will be pro-rated based on their average weekly work schedule. Part-time employees whose average weekly work schedule is less than 25 hours will work a flexible work schedule established by the Town Manager.

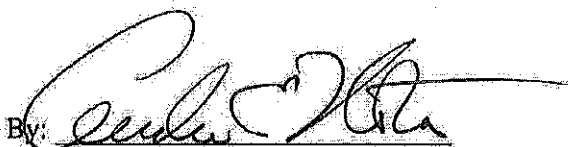
**ARTICLE XXIV**  
**DURATION OF AGREEMENT**

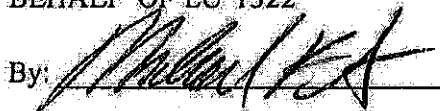
The provisions of this Agreement will be effective July 1, 2022 and will continue in force and effect until June 30, 2025, and shall automatically renew thereafter, from year to year, unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before expiration date.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by their duly authorized representative ON THE 13 DAY OF July, 2022.

TOWN OF EAST GREENWICH

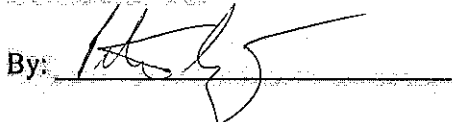
RHODE ISLAND LABORERS'  
DISTRICT COUNCIL OF THE  
LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA ON  
BEHALF OF LU 1322

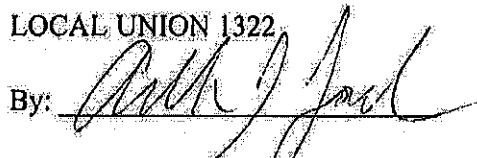
By:   
Andrew E. Nofa.  
Town Manager

By:   
Business Manager

ATTESTED TO:

LOCAL UNION 1322

By:   
Town Solicitor

By:   
Business Manager

**EXHIBIT A**

**HEALTH CARE AND DENTAL BENEFITS ATTACHED**

**See attached**

**Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services**  
**Blue Cross & Blue Shield of Rhode Island: BlueSolutions HSA**

**Coverage Period: 07/01/2022 - 06/30/2023**  
**Coverage for:** See below **Plan Type: HDHP**



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](http://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:   |
|---|--|---|
| <b>What is the overall <u>deductible</u>?</b>                             | For In Network providers <b>\$2000</b> for an individual plan / <b>\$4000</b> for a family plan.<br>For Out-of-Network providers <b>\$4000</b> for an individual plan / <b>\$8000</b> 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 policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.  |
| <b>Are there services covered before you meet your <u>deductible</u>?</b> | Yes.<br>Doesn't apply to preventive services.  | This <u>plan</u> 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. For example, this plan covers certain preventive services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> . |
| <b>Are there other <u>deductibles</u> for specific services?</b>          | No   | You don't have to meet deductible for specific services.  |
| <b>What is the <u>out-of-pocket limit</u> for this <u>plan</u>?</b>       | For In Network providers <b>\$2000</b> for an individual plan / <b>\$4000</b> for a family plan.<br>For Out-of-Network providers <b>\$12000</b> for an individual plan / <b>\$24000</b> for a family plan. | 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, the overall family <u>out-of-pocket limit</u> must be met.  |
| <b>What is not included in the <u>out-of-pocket limit</u>?</b>            | 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> .  |
| <b>Will you pay less if you use a <u>network provider</u>?</b>            | Yes. See <a href="http://www.BCBSRI.com">www.BCBSRI.com</a> 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.     |
| <b>Do you need a <u>referral</u> to see a <u>specialist</u>?</b>          | No   | You can see the <u>specialist</u> you choose without a referral.  |



- 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<br>(You will pay the least) | Out-of-Network Provider<br>(You will pay the most) |  |
| If you visit a health care <u>provider's</u> office or clinic   | Primary care visit to treat an injury or illness | No Charge                                       | 40% coinsurance                                    | None   |
|   | Specialist visit                                 | No Charge                                       | 40% coinsurance                                    | Chiropractic Services are limited to 12 visit(s) per year  |
|   | Preventive care/screening/immunization           | No Charge; deductible does not apply            | 40% coinsurance                                    | You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit <a href="http://www.BCBSRI.com/providers/policies">www.BCBSRI.com/providers/policies</a> |
| If you have a test  | Diagnostic test (x-ray, blood work)              | No Charge                                       | 40% coinsurance                                    | Preauthorization is recommended for certain services   |
|   | Imaging (CT/PET scans, MRIs)                     | No Charge                                       | 40% coinsurance                                    |  |
| If you need drugs to treat your illness or condition<br><br>More information about <u>prescription drug coverage</u> is available at <a href="http://www.Caremark.com">www.Caremark.com</a> . | Tier 1 generic drugs                             | No Charge (Retail & Mail Order)                 | Not Covered  | CVS Health administers the Pharmacy benefit. All specialty and some non-specialty medications require a Prior Authorization before being dispensed. Frequency of fills are as follows: 30 days for retail; 90 days for mail; 30 days for Specialty.  |
|   | Tier 2 preferred brand name drugs                | No Charge (Retail & Mail Order)                 | Not Covered  |  |
|   | Tier 3 non-preferred brand name drugs            | No Charge (Retail & Mail Order)                 | Not Covered  |  |
|   | Tier 4 specialty prescription drugs              | No Charge (CVS Specialty Pharmacy only)         | Not Covered  |  |



| Common Medical Event  | Services You May Need                          | What You Will Pay   |   | Limitations, Exceptions, & Other Important Information   |
|---|--|---|---|--|
|   |  | In Network Provider<br>(You will pay the least)             | Out-of-Network Provider<br>(You will pay the most)                      |  |
| If you have outpatient surgery  | Facility fee (e.g., ambulatory surgery center) | No Charge   | 40% coinsurance   | Preauthorization is recommended; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.   |
|   | Physician/surgeon fees                         | No Charge   | 40% coinsurance   | Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.  |
| If you need immediate medical attention                                   | Emergency room care                            | No Charge   | No Charge   | None   |
|   | Emergency medical transportation               | No Charge   | No Charge   |  |
|   | Urgent care                                    | No Charge   | No Charge   |  |
| If you have a hospital stay   | Facility fee (e.g., hospital room)             | No Charge   | 40% coinsurance   | Preauthorization is recommended; 45 day limit at an inpatient rehabilitation facility; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.   |
|   | Physician/surgeon fee                          | No Charge   | 40% coinsurance   | Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.  |
| If you need mental health, behavioral health, or substance abuse services | Outpatient services                            | No Charge/office visit<br>No Charge for outpatient services | 40% coinsurance/office visit<br>40% coinsurance for outpatient services | Preauthorization is recommended for certain services   |
|   | Inpatient services                             | No Charge   | 40% coinsurance   |  |
| If you are pregnant   | Office visits                                  | No Charge   | 40% coinsurance   | Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible 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   | 40% coinsurance   |  |
|   | Childbirth/delivery facility services          | No Charge   | 40% coinsurance   |  |

| Common Medical Event  | Services You May Need      | What You Will Pay                               |  | Limitations, Exceptions, & Other Important Information  |
|---|----------------------------|---|--|---|
|   |                            | In Network Provider<br>(You will pay the least) | Out-of-Network Provider<br>(You will pay the most) |   |
| <b>If you need help recovering or have other special health needs</b> | Home health care           | No Charge                                       | 40% coinsurance                                    | Preauthorization is recommended   |
|   | Rehabilitation services    | No Charge                                       | 40% coinsurance                                    | Services include Physical, Occupational and Speech Therapy; limited to 30 visits each (combined for in and out of network); services to treat autism spectrum disorder are not subject to visit limits; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge. |
|   | Habilitation services      | No Charge                                       | 40% coinsurance                                    |   |
|   | Skilled nursing care       | No Charge                                       | 40% coinsurance                                    |   |
|   | Durable medical equipment  | No Charge                                       | 40% coinsurance                                    | Preauthorization is recommended for certain services; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.   |
|   | Hospice service            | No Charge                                       | 40% coinsurance                                    | None  |
| <b>If your child needs dental or eye care</b>                         | Children's eye exam        | No Charge                                       | 40% coinsurance                                    | Limited to one routine eye exam per year.   |
|   | Children's glasses         | Not Covered                                     | Not Covered  | None  |
|   | Children's dental check-up | Not Covered                                     | Not Covered  | None  |

### Excluded Services & Other Covered Services:

| Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other excluded services.) |  |  |
|--|--|--|
| <ul style="list-style-type: none"> <li>Acupuncture</li> <li>Cosmetic surgery</li> <li>Dental care (Adult)</li> </ul>   | <ul style="list-style-type: none"> <li>Dental check-up, child</li> <li>Glasses, child</li> <li>Long-term care</li> </ul> | <ul style="list-style-type: none"> <li>Routine foot care unless to treat a systemic condition</li> <li>Weight loss programs</li> </ul> |

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

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

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

**Does this plan provide Minimum Essential Coverage? Yes.**

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

**Does this plan meet Minimum Value Standards? Yes.**

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

**Language Access Services:**

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

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

如果需要中文的帮助，请拨打这个号码 1-800-639-2227.

Dinek'ehgo shika at'ohwol ninisingo, 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.* -----

## 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 <u>deductible</u>   | \$2000    |
| ■ <u>Specialist copayment</u>            | \$0       |
| ■ Hospital (facility) <u>coinsurance</u> | No Charge |
| ■ Other <u>coinsurance</u>               | No Charge |

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*)

|                           |                 |
|---------------------------|-----------------|
| <b>Total Example Cost</b> | <b>\$12,700</b> |
|---------------------------|-----------------|

In this example, Peg would pay:

| <i>Cost Sharing</i>               |                |
|-----------------------------------|----------------|
| Deductibles                       | \$2,000        |
| Copayments                        | \$0            |
| Coinsurance                       | \$0            |
| <i>What isn't covered</i>         |                |
| Limits or exclusions              | \$60           |
| <b>The total Peg would pay is</b> | <b>\$2,060</b> |

### Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

|  |           |
|--|-----------|
| ■ The plan's overall <u>deductible</u>   | \$2000    |
| ■ <u>Specialist copayment</u>            | \$0       |
| ■ Hospital (facility) <u>coinsurance</u> | No Charge |
| ■ Other <u>coinsurance</u>               | No Charge |

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*)

|                           |                |
|---------------------------|----------------|
| <b>Total Example Cost</b> | <b>\$5,600</b> |
|---------------------------|----------------|

In this example, Joe would pay:

| <i>Cost Sharing</i>               |                |
|-----------------------------------|----------------|
| Deductibles                       | \$2,000        |
| Copayments                        | \$0            |
| Coinsurance                       | \$0            |
| <i>What isn't covered</i>         |                |
| Limits or exclusions              | \$20           |
| <b>The total Joe would pay is</b> | <b>\$2,020</b> |

### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

|  |           |
|--|-----------|
| ■ The plan's overall <u>deductible</u>   | \$2000    |
| ■ <u>Specialist copayment</u>            | \$0       |
| ■ Hospital (facility) <u>coinsurance</u> | No Charge |
| ■ Other <u>coinsurance</u>               | No Charge |

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)  
 Diagnostic test (*x-ray*)  
 Durable medical equipment (*crutches*)  
 Rehabilitation services (*physical therapy*)

|                           |                |
|---------------------------|----------------|
| <b>Total Example Cost</b> | <b>\$2,800</b> |
|---------------------------|----------------|

In this example, Mia would pay:

| <i>Cost Sharing</i>               |                |
|-----------------------------------|----------------|
| Deductibles                       | \$2,000        |
| Copayments                        | \$0            |
| Coinsurance                       | \$0            |
| <i>What isn't covered</i>         |                |
| Limits or exclusions              | \$0            |
| <b>The total Mia would pay is</b> | <b>\$2,000</b> |

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

## TOWN OF EG-MANAGERS, DIRECTORS

Group Number: 5885-0400

Delta Dental PPO Plus Premier™

**Annual Maximum**  
\$2,000**Elective Orthodontic Lifetime Maximum**  
\$1,200**Maximum Lifetime Cap**  
Unlimited  
Carry Over Max: \$250  
In Network Bonus: \$100  
Carry Over Limit: \$1500**Deductible**  
Individual \$0  
Family \$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.**P Pre-treatment Estimate Recommended****A Prior Authorization Required**

See back page for additional information &gt;

**Plan pays 100%; Member Coinsurance 0%**

- Oral exam once per calendar year performed by a general dentist
- Cleaning twice per calendar year
- Fluoride treatment for children under age 19 once per calendar year
- Bitewing x-rays one set per calendar year
- Complete x-ray series or panoramic film once every 36 months.
- Single x-rays as required
- Sealants for children under age 14, once every 24 months on unrestored permanent molars
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings and composite (white) fillings
- Space maintainers unilateral space maintainers once per lifetime for lost deciduous (baby) teeth. Bilateral space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth one procedure per tooth per lifetime.
- P • Crowns over natural teeth, build ups, posts and cores replacement limited to once every 60 months
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasings or relining of partial or complete dentures once every 60 months

**Plan pays 50%; Member Coinsurance 50%**

- P • Bridges and crowns over implants replacement limited to once every 60 months
- P • Partial and complete dentures replacement limited to once every 60 months
- P • Root planing and scaling once per quadrant every 24 months
- P • Osseous (bone) surgery once per quadrant every 36 months (bone grafts are not covered)
- P • Gingivectomies once per site every 36 months
- P • Soft tissue grafts once per site every 60 months
- P • Crown lengthening once per site every 60 months
- Periodontal maintenance following active therapy two per year

**Plan pays 50%; Member Coinsurance 50%**

- P • Elective braces and related services for dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.

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/el](http://www.deltadentalri.com/el). To be covered, services must be dentally necessary and appropriate as per our review guidelines.

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.

### **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. To be eligible, all claims must be filed within one year of the date of service. To find a participating dentist near you, use our Find A Dentist tool at [www.deltadentalri.com](http://www.deltadentalri.com).

### **How to Find a Dentist**

Choose from Delta Dental's extensive network of dentists, you're sure to find one that's right for you. Visit [www.deltadentalri.com](http://www.deltadentalri.com) to use our online Find A Dentist tool. You can see if your current dentist participates with us or look for a new dentist by searching by name, location or specialty. Enter your address or other criteria important to you (extended hours, languages spoken, etc.), and our tool will return a list of dentists that meet your needs – as well as maps and driving directions.

### **Beyond Benefits**

When you visit us at [www.deltadentalri.com](http://www.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

### **Notice of Nondiscrimination and Accessibility Policy**

Delta Dental of Rhode Island does not discriminate on the basis of race, color, national origin, age, disability, or sex.

Español (Spanish): ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-843-3582.

Português (Portuguese): ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-843-3582.

**EXHIBIT B**

Memorandum of Understanding

**Town of East Greenwich and Local Union 1322 of the Laborers' International Union of North America  
Department of Public Works Employees**

It is hereby agreed between the Town of East Greenwich (hereinafter referred to as the Town) and the Laborers' International Union of North America (hereinafter referred to as the Union) that both parties agree to the following change in the Current Collective Bargaining Agreement (July 1, 2016 to June 30, 2019).

**WHEREAS**, the Town and Union agree to the following change to Article III (Hours of Work and Overtime) Section 2a (paragraph 4)

When an employee performs snow removal during the regular work week, Monday through Friday, after having worked their regular eight (8) hour shift, the employee shall be paid overtime at the rate of time and one-half for the next twelve (12) hours worked, and double time for all consecutive hours worked in excess of twenty (20) hours of snow removal. When an employee performs snow removal on Saturday or Sunday, the employee shall be paid overtime at the rate of time and one-half for the first twelve (12) hours worked, and double time for all consecutive hours worked in excess of twelve (12) hours of snow removal. This provision shall not apply to paid holidays.

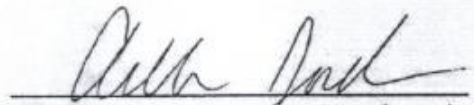
It is agreed between the Town and Union that the new language will not be retroactive and will be effective upon the signing of this memorandum.

No other changes to the Collective Bargaining Agreement are proposed or agreed upon by either the Town or Union.

Dated 23<sup>rd</sup> day of March 2017



Town of East Greenwich  
Peter A. Clarkin, Esq.



Laborers' International Union of North  
America- Local 1322  
Arthur Jordan, Business Manager

**SCHEDULE A**

| <b>FY 2023</b>   |               |               |               |               |
|--|---------------|---------------|---------------|---------------|
| <b>Position Description</b>  | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> |
| Mechanic, Waste Water Lead Operator  | 25.69         | 27.38         | 28.99         | 30.58         |
| Foreman, Waste Water Operator 2  | 25.20         | 26.86         | 28.44         | 30.00         |
| Operator 3 (CDL, Hoisting & Equipment Op Licenses, Lead Operator Parks, Tree Trimmer/Bucket Truck) | 22.96         | 24.48         | 26.03         | 27.74         |
| Operator 2 ( with CDL)   | 20.13         | 21.74         | 23.51         | 25.15         |
| Operator 1 (no CDL)  | 18.38         | 19.95         | 21.55         | 23.30         |

| <b>2023-2024</b>   |               |               |               |               |
|--|---------------|---------------|---------------|---------------|
| <b>FY 2024</b>   |               |               |               |               |
| <b>Position Description</b>  | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> |
|  |               |               |               |               |
| Mechanic, Waste Water Lead Operator  | 26.59         | 28.34         | 30.00         | 31.65         |
| Foreman, Waste Water Operator 2  | 26.08         | 27.80         | 29.44         | 31.05         |
| Operator 3 (CDL, Hoisting & Equipment Op Licenses, Lead Operator Parks, Tree/Trimmer/Bucket Truck) | 23.76         | 25.34         | 26.94         | 28.71         |
| Operator 2 (with CDL)  | 20.83         | 22.50         | 24.33         | 26.03         |
| Operator 1 (no CDL)  | 19.02         | 20.65         | 22.30         | 24.12         |

| <b>2024-2025</b>  |               |               |               |               |
|---|---------------|---------------|---------------|---------------|
| <b>FY 2025</b>  |               |               |               |               |
| <b>Position Description</b>   | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> |
|   |               |               |               |               |
| Mechanic, Waste Water Lead Operator   | 27.52         | 29.33         | 31.05         | 32.76         |
| Foreman, Waste Water Operator 2   | 26.99         | 28.77         | 30.47         | 32.14         |
| Operator 3 (CDL, Hoisting & Equipment Op. Licenses, Lead Operator Parks, Tree Trimmer/Bucket Truck) | 24.60         | 26.22         | 27.88         | 29.72         |
| Operator 2 (with CDL)   | 21.56         | 23.29         | 25.18         | 26.94         |
| Operator 1 (no CDL)   | 19.69         | 21.37         | 23.08         | 24.96         |