COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF COVENTRY AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL 306

December 3, 2015

A CERTIFIED TRUE COPY OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF COVENTRY AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL 306 (July 1, 2015 - June 30, 2018)

ATTEST: Cheryl A Grace, Town Clerk

July 1, 2015-June 30, 2018

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AGREEMENT

Pursuant to the provision of Chapter 28-9.2 of the General Laws of the State of Rhode Island 1956, as amended, entitled "Municipal Police Arbitration Act," this Agreement is made and entered into this ____ day of _____, 2015 by and between the Town of Coventry ("Town") and Local 306, International Brotherhood of Police Officers ("Union or Local 306").

ARTICLE I

Section 1-Recognition

(a) The Town hereby recognizes and acknowledges that the Union is the exclusive bargaining agent for all permanent police officers; except the Chief of Police, (Major(s) shall also be excluded effective upon the next vacancy in the position), for the purpose of collective bargaining with respect to wages, rates of pay, working conditions, and all other terms and conditions of employment.

(b) Definition. Whenever used in this Agreement, the terms "member," "officer", or "employee" shall have the same meaning which is: active, full-time, permanent, paid police officers of the Town up to and including the rank of Major (beginning with the next promotion to the rank of Major, the bargaining unit shall be up to and including the rank of Captain). Officers who are on paid leave of absence or absent for active military service shall be entitled to none of the benefits of this Agreement except to the extent they are expressly granted eligibility for certain benefits in other sections of the Agreement or as may otherwise be provided for by law.

Section 2-Union Security

(a) The Town agrees not to discharge or discriminate, in any way, against employees covered by this Agreement, for Union membership or lawful union activities, and the Town and the Union agree not to discriminate in any way against employees

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covered by this Agreement for non-membership, failure or refusal to engage in Union activities or any other lawful activities.

(b) All full-time, active, permanent officers of the Coventry Police Department ("Department") shall have the right to join or refrain from joining the Union. Employees who choose not to join the Union, however, and who are covered by the terms of this contract, shall be required to pay a monthly service fee to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities to represent all of the employees in collective bargaining with the Town.

This fee shall be payable at the same time and in the same manner as members' dues and the sum shall in no case exceed that percentage of the membership dues paid by members of the Union attributable to the cost of negotiating and administering this Agreement. Other than the payment of these service fees, those employees who do not choose to join the Union shall be under no further obligations or requirements of any kind to the Union.

(c) Vacancies in the ranks of Captain and below shall continue to be subject to the promotional procedures set forth in this Agreement subject to a six (6) month active duty probationary period. Whenever more than three (3) eligible candidates occupy the rank next preceding a promotional vacancy in the bargaining unit, a promotional exam will be given. Beginning with the next promotion to the rank of Major, vacancies in the rank of Major shall be filled at the discretion of the Chief from bargaining unit members holding the rank of Captain.

(d) The one (1) year active duty probationary period imposed upon new employees shall commence on the date of their appointment to the Department after graduation from the Police Academy. However, in the event a probationary officer is on extended sick leave or injured on duty or military leave, this probation period will be extended for the duration of the time he was unable to perform his duties.

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Section 3-Dues Deduction

The Town shall deduct Union dues upon receipt of authorization from employees who sign deduction form cards, to be supplied by the Union. The Town shall forward, to the Treasurer of the Union, the monies so deducted by the fifteenth (15th) day of the month following the month of deduction.

The Union agrees to indemnify the Town for any and all costs and damages, including its reasonable attorneys' fees that the Town may incur as a result of legal challenge to the Town's application of this Article.

ARTICLE II

Section 1-Management Rights

(a) The Union agrees that the Town has complete authority for the policies and administration of the Department, which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of police operations vested by law in the Town and not covered by this Agreement, is in the province of the Town.

(b) The Town Council, on its own behalf and on behalf of the Town, hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility conferred on and vested in it by the Town Charter, the laws and Constitution of the State of Rhode Island and Providence Plantations and/or the United States of America.

(c) The exercise of any such right, power, authority, duty or responsibility by the Town Council or the Town Manager, and the adoption of such rules, regulations, and/or policies as it may deem necessary, as they apply to employees represented by the Union, shall be limited only by the specific and express terms of this Agreement.

(d) The Town shall have the unlimited right to discharge any new employee during said employee's probationary period.

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Section 2-Discrimination

(a) There shall be no discrimination by either party against an employee for reasons of sex, sexual orientation, race, color, creed, political affiliation, national origin, age, disability or country of ancestral origin Union membership or non-membership. All references to an employee covered by this Agreement as well as the use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female officers.

(b) The Town and Local 306 affirm their joint opposition to any discriminatory practices in connection with employment, promotions, evaluations, assignments or training opportunities, remembering that the public interest remains the full utilization of employees' skills and abilities without regard to such prejudicial factors.

(c) The Town and Local 306 recognize that employees claiming to be aggrieved by violations of this section have certain rights under state and federal law in addition to the right to the grievance and arbitration procedure provided in this Agreement. Both parties also recognize their mutual interest in having any such disputes resolved quickly and with finality, and further that the possibility of litigating the same dispute more that once would be detrimental to all concerned. Accordingly, the parties hereby agree that the contractual grievance and arbitration procedure shall not be available to an officer who has proceeded in any other forum concerning discrimination described in this Section. In the event that such a proceeding is commenced after the initiation of a grievance under this Agreement, the pending grievance shall be withdrawn.

ARTICLE III

Section 1-Seniority

The employees of the Department shall have seniority rights under the following provisions:

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(a) Transfers to shifts or beats but not platoons. The Chief will consider seniority in making assignments to any division or Department. A bidded officer on a shift or division shall not be moved or transferred unless the vacancy exceeds thirty (30) days. In the event that the Chief of Police intends to transfer an officer on a temporary basis to fill the vacancy, the Chief of Police shall give no less than ten (10) days advance notice to the officer prior to being transferred.

(b) However, all vacation replacement, overtime, and road job assignments will be handled by means of rotating lists. Vacation replacement, overtime and road job assignments will be offered to all personnel on a rotating basis regardless of their present job assignment.

As to days off, holidays and vacations, however, a senior officer may reject the benefit at his discretion without the need of an explanation on his part. Further, in the event that an employee shall reject the position or benefit, it shall not be construed as a waiver of his seniority rights in any subsequent situation where seniority would prevail.

(c) Seniority generally means the length of time the officer has continuously served as a regular member of the Department; seniority in rank, however, will be considered in transfers and assignments within a specific rank in addition to overall seniority.

(d) The successful bidder for any job shall be entitled to a trial period of up to 180 days to determine whether he can acquire the skills necessary for the performance of said job in a satisfactory fashion. The person bidding for any position will have up to thirty (30) days to decide if he wishes to return to their previous position. After thirty (30) days, the individual will go to whatever open position exists.

(e) During the trial period, a bi-weekly progress report will be made by the employee's supervisor, a copy of which shall be furnished to the employee and to the Chief of Police. The Chief of Police or his designee retains the right to return the employee with just cause to his previous position at any time during the trial period. Any return of an employee in less than 180 days will be for reasons that will be provided to the employee upon request.

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(f) In the case of any future permanent appointments to the Department, seniority shall be determined by standing in the Rhode Island Municipal Police Academy class if more than one person is appointed on the same day.

(g) If new employees, hired on the same date, do not attend the same Police Academy, then the score of the police recruit written exam taken prior to hire shall be used to determine seniority.

Section 2-Forfeiture

Seniority and employee status will be forfeited in the event of:

1) Failure to report for work on or before the second working day after recall;
2) Voluntary quit;
3) Discharge.

ARTICLE IV

Section 1-Vacancies

(a) Vacancies will be filled by qualified applicants who will be required to successfully complete the Rhode Island Municipal Police Academy Recruit Training Course within one (1) year from date of hire or within such longer period as the Town and Union may mutually agree upon in writing in the event that a lack of spaces or delays in the conduct of the Police Academies makes successful completion impracticable in an individual case or cases.

(b) Once the Town has determined a permanent vacancy exists, it will move expeditiously to fill the vacancy by naming a candidate within four (4) months to attend the next Municipal Police Academy. In the event that no candidate satisfactory to the Town is identified within four (4) months, this period shall be extended by mutual agreement.

(c) At no time will a new recruit be allowed to patrol alone in a police vehicle until he has successfully completed the RIMPTA or has been certified by the state and is sworn in as a permanent police officer. Nothing herein shall be construed, however, to prevent recruits from riding with sworn officers and/or performing

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such functions or duties of permanent personnel, under the direct supervision of sworn officers, as are deemed appropriate by the Department to effectuate the training of said recruits.

Section 2-Temporary Service Out of Rank

(a) Members of the Department up to, and including the rank of Major (beginning with the promotion of the next Major, up to and including the rank of Captain), who are ordered to assume the responsibilities of the next higher rank, shall be compensated for this service at a rate not to exceed that rate of pay for the second highest rank.

(b) At any time when an absence is expected to be less than thirty (30) days, the senior officer working that particular shift, but not necessarily assigned to the shift where the absence exists will fill the out of rank absence provided he has a minimum of forty-eight (48) months of service. If there is no such officer, a supervisor will be called.

If all supervisors refuse the overtime, it shall then be offered to all patrol rank personnel by straight seniority provided that they have a minimum of forty-eight (48) months of service.

If all patrol rank personnel refuse the overtime, the patrol officer with the least seniority having the minimum of forty-eight (48) months of service shall be ordered to assume the out of rank position.

(c) If the absence lasts for thirty (30) days or more, a selection will be made by the Chief of Police from the top three (3) names on the promotional list, but if no list is available, then it will be at the discretion of the Chief of Police.

(d) The officer assuming these duties will be compensated at the same rate as the officer for whom they are filling in, provided such service is for a period of one (1) full working day. Such rate shall apply for all time spent at the rank for which he is filling. If an officer serves a full shift out of rank as a patrol sergeant, he will be entitled to out of rank pay for that shift.

(e) When a temporary vacancy, which is expected to last thirty (30) days or more, occurs and is filled in supervisory positions and the vacancy then becomes

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permanent, the officer assigned from the promotional list to the "acting" status will be promoted to that position on a permanent basis.

(f) If, however, the supervisory vacancy does not become permanent, the officer assigned to the temporary service out of rank on "acting" status, and all other officers involved in any resulting transfers, will return to his former assigned positions.

(g) In the event that the Chief determines that there is a need to cover for the absence of a superior officer who is on vacation, he may do so in the manner he feels best meets the needs of the Department, including by employment of a higher ranking officer, a lower ranking officer, an officer at the same rank or by the temporary appointment of a lower ranking officer to a higher rank for which that employee is qualified by seniority and experience, if not by an existing promotional list. In making his selection, the Chief shall take into consideration the public interest above all and the officer's convenience, the Department's convenience, as well as the relative seniority and qualifications of available personnel.

(h) In order for an officer to be eligible to transfer out of patrol, said officer shall have been a full-time member of the Department for at least four (4) years; the probationary period shall count toward those four (4) years.

(i) The Town and the Union agree that when two (2) or more Temporary Service Out of Rank positions occur and one position is eliminated the member who was highest on the list and chosen by the Chief in accordance with Article IV, Section 3 will be offered the remaining Temporary Service Out of Rank positions. The Chief of Police or his designee retains the right to return the employee with just cause to his position at any time during the "Temporary Service Out of Rank" period.

(j) The Town and the Union agree that when a temporary acting position is in place and a new Promotional list is certified that the Acting Temporary Position will be filled by the new list in accordance with Article IV, Section 2(c). The individuals who may be in a Temporary Service Out of Rank position will return to his former assigned positions.

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Section 3-Promotions

(a) In order for an officer to be eligible for a promotion to the next higher rank, said officer shall have been a full-time member of the Department for at least four (4) years; the probationary period shall count toward those four (4) years.
In order for a rated officer to be promoted to the next higher rank, said officer shall have been in his present rank for a period of at least twenty-four (24) months.

(b) No temporary acting promotions for a permanent vacancy will be made if there is an existing promotional list. In the absence of a promotional list, a temporary acting promotion can be made for a permanent vacancy, not to exceed ninety (90) days, and will not be renewable during the contract period. These temporary acting promotions will be at the discretion of the Chief of Police.

(c) The Town Manager shall appoint an impartial person to conduct all promotional examinations for the Department. The person thus appointed shall be the examiner and shall be responsible for the grading and supervision of the written examination. The Union shall appoint up to two (2) union members, who are not taking the test, to witness the test and grading procedures. These two (2) union members will be given a copy of the grades upon completion of the grading and will deliver the results to the Union President who will make the scores available to the Union body. This process will take place upon completion of the test.

(d) Written examinations will be prepared by a recognized testing agency and all test materials shall be forwarded to the Town in a sealed package which will be unsealed in the examination room prior to the administration of the examination. Personnel taking the examination will have an opportunity to inspect the seal prior to taking the exam.

(e) The written examination will have a total possible point score of one-hundred (100) and all individuals obtaining a point score of seventy (70) or greater will be certified to the Chief of Police and the Town Manager as being eligible for promotion.

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(f) An additional fifteen (15) seniority points can be earned. Points for seniority will be determined by each full year of service as a full-time permanent member of the Department. One (1) point will be allowed for each year, with a maximum of fifteen (15) points. These points will be added to the written test score to determine final grade and rank on the promotional list. Effective July 1, 2005, an additional six (6) points can be earned for advanced education (Master's Degree, J.D. or Ph.D.- 6; Bachelor's Degree-4; Associate's Degree-2) achieved as of the date of the examination.

(g) Upon certification of the promotional list to the Chief of Police, the Chief shall select from the top three (3) names on the promotional list, the person to be promoted. The name of the officer promoted will then be removed from the list. Any subsequent promotions shall be selected from the top three (3) names remaining on the list, with each officer allowed the option of refusing or waiving his promotion. If an officer chooses to waive a promotion, he shall still retain his position on the list for the remainder of the life of the promotional list, provided however, that if an officer chooses to waive promotion, the fourth position on the list shall be eligible for selection by the Chief. The parties intend that the Chief shall have at least three (3) names from which to select in all cases in which at least three employees have passed the promotional exam. Any officer promoted shall be entitled to up to thirty (30) days to decide if he wishes to return to his previous position. After thirty (30) days, the officer will go to whatever open position exists.

(h) The list shall take effect at the expiration of the previous list and shall remain in effect eighteen (18) months. All promotional exams will be given within sixty (60) days prior to the expiration of the promotional list.

(i) In the event two (2) or more employees are tied for promotion as a result of the promotional examination, the criteria used to break the tie shall be seniority as shown on the official seniority list. If, as a result of a tie in the number of promotional points earned, the top three (3) positions on the promotional list are occupied by more than three (3) officers, then the Chief shall select one (1) officer for promotion from this greater number of eligible officers; provided,

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however, that if three (3) or more candidates occupy the top two (2) positions on the promotional list by virtue of a tie, no additional candidates shall be considered, unless because of dropouts the number is reduced below three (3).

(j) In the event an individual is promoted other than the officer receiving the highest total score, the appointing authority shall state the reasons in writing to the officer(s) who achieved the highest score.

(k) Whenever a vacancy occurs which the Town decides, in its sole discretion, requires a promotion to fill the vacancy, such promotion shall be made within sixty (60) calendar days of the occurrence; provided, however, that a valid promotional list of eligible candidates exists at the time.

(l) The written examination shall be derived from the following sources: (a) Title 3, Title 11, Title 12, and Title 31 of the Rhode Island General Laws, and selected sources of the Code of Ordinances of the Town of Coventry; (b) Rules and Regulations and General Orders (c) other job relevant law enforcement authorities as determined by the Chief of Police. The identification of these sources shall be posted no less than sixty (60) days prior to the examination.

Section 4-Lateral Transfers

(a) For any lateral transfers including but not limited to the Detective Division, SRO, Training Division and Juvenile Detective, there shall be a panel consisting of the three (3) lieutenants from each division (A, B, C), one (1) Captain of the respective divisions where the vacancy exists and one (1) Executive Board member appointed by the President of Local 306.

(b) The panel will review each applicant's entire work record, including their work performance, work experience while with the Department, arrests, dependability and investigative abilities. Each panel member will score each candidate and the candidate will then receive a ranking. At the conclusion of the panel's meeting, they shall be responsible for tabulating the results and establishing a list. The list will then be published by the Office of the Chief of Police. All of the candidates shall have the right to review their scoring sheets within thirty (30) days of the list being established. The panel's results are final.

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(c) Upon receiving the list, the Chief shall make a selection for the vacancy from the top three (3) names on the list. Each officer shall be allowed the option of refusing or waiving his transfer. Any officer transferred shall be entitled to up to thirty (30) days to decide if he wishes to return to his previous position.

(d) A Departmental email (internal and external) as well as an IDC will be sent to the applicants advising that they had received the officers bid for the position.

(e) When the position is filled, all applicants will be notified and it will be posted and emailed to every member of Local 306.

Section 5-Layoffs

In the event that the Town determines that it will have a layoff, employees shall be laid off in reverse order of departmental seniority. Affected employees will remain on a preferential reemployment list for a period of three (3) years from the date of layoff and shall retain their seniority for this period. In the event of recall, employees will be recalled in inverse order of layoff.

ARTICLE V

Section 1-Duties

The duties of the members of the Department shall include but not be limited to: the prevention of crime, the maintenance of the peace, the enforcement of state laws, Town Ordinances and the Department Rules and Regulations and such other duties as may be assigned by the Chief from time to time.

Nothing herein shall be deemed to abrogate the power of the Town Council to vary the organizational structure of the Department.

Section 2-Details to Other Departments Prohibited

(a) The Town agrees that members of the Department whose duties are defined in Article V, Section 1, shall not be detailed to other departments of the Town. The details from one unit to another within the Department shall be the responsibility of the Chief of Police, subject to the seniority provision herein contained.

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ARTICLE VI

Section 1-Hours

(a) Except for employees who are on a five and two (5 & 2) regular work week, the regular workweek for the members of the Department shall be based on the four and two (4 & 2) schedule.

(b) It is expressly understood by the parties hereto that hours worked on special non-Town details shall not be counted in determining the number of hours worked. Except for employees who are on a five and two (5 & 2) regular work week, every member of the Department shall work the same number of hours, except in case of emergency, and further, he shall be required to wear the prescribed uniform, under ordinary circumstances, while on duty, with exception of the Detective Division, Administrative Services Division, and personnel on special assignment. Further, it is understood by the parties hereto there shall be no rotating shifts.

(c) Individuals who are required to work a five and two (5 & 2) schedule because of job classification or duty assignment, shall not be required to work the thirteen (13) holidays and four (4) half day holidays provided in Article VII and shall receive compensation for the holidays. If the individuals do not have weekends off, then they will also receive seven (7) extra days of vacation time.

(d) Sick leave time shall not be credited as time worked for purpose of determining overtime pay if the sick leave is taken within forty-eight (48) hours before or after the overtime (including but limited to fill ins, early call in, overtime at the end of shift, etc.) and any such "overtime" work therefore shall be paid at "straight-time rates".

(e) The sole and exclusive remedy for any mis-assignment of overtime work or details shall be that the officer denied the opportunity will be offered the next similar opportunity that arises.

Section 2-Minimum Manpower

Three (3) patrol shifts will operate during the following hours:

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Minimum Manpower

A Division-0000 hrs to 0800 hrs (Supervisors 2330-0730)

A Division

1. Four (4) patrol officers
2. One (1) road supervisor
3. One (1) inside supervisor

B Division-0800 hrs to 1600 hrs (Supervisors 0730-1530)

B Division

1. Five (5) patrol officers
2. One (1) road supervisor
3. One (1) inside supervisor

C-Division-1600 hrs to 0000 hrs (Supervisors 1530-2330)

C Division

1. Five (5) patrol officers
2. One (1) road supervisor
3. One (1) inside supervisor

Section 3-Dispatch Vacancies

(a) When a civilian dispatcher is absent and all dispatchers decline said overtime, the dispatch overtime will be offered to sworn officers via the "Patrol Dispatch Overtime List" regardless of patrol manpower. If no member accepts the dispatch overtime, a civilian dispatcher will be ordered in to work.

Section 4- Compensatory Time

Upon the approval of the Officer in Charge (OIC), an employee may be given compensatory time off. Members of the Patrol Division must make said request no more than forty-eight (48) hours in advance. Employees cannot accrue more than forty (40)

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hours compensatory time. Compensatory time shall not be included in the calculation of pension benefits. The Town reserves the sole right to approve or deny compensatory time but requests to discharge compensatory time will be denied to members of the Patrol Division if the approval of their request would cause the shift to which they are assigned to fall below minimum manning. Compensatory time may be accrued for working overtime only.

Compensatory time cannot be used by members of the Patrol Division if the shift would fall below minimum manning or, on the following dates:

1) Memorial and Labor Day weekends: Effective Friday at 0001 hours through Monday at 2359 hours
2) July 3rd, 4th, and 5th
3) October 31 from 1600 through November 1, at 0800 hours.

The aforementioned compensatory time restriction does not apply to other officers not assigned to the Patrol Division.

Section 5-Substitutions/Personal Switch

(a) The right to substitute at any time shall be permitted, provided that the substitution is by a regular officer only, and that permission has been obtained from the Chief of Police or Officer in Charge of the shift or division affected by the substitution. All substitutions shall be reported to the Chief of Police by the Officer in Charge.

(b) Substitutions are defined as temporary duty exchanges between officers with similar duties or assignments that are approved by an officer superior to the officers involved in the substitution and that result, neither directly nor indirectly, in overtime pay or any other additional cost to the Town. Such substitutions shall last no longer than two (2) days except with prior written approval from the Chief.

Section 6-Overtime

(a) All hours worked in excess of the regular eight (8) hours on any one shift or any hours above the hours normally scheduled in any one (1) calendar week shall be compensated for at the rate of time and one-half.

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(b) Shift Commanders and all ranks above will request the signature of the Chief of Police or, in his absence, the next superior ranking officer, on all overtime slips.

(c) All employees will be compensated for hours worked in excess of their normal tour of duty at the rate of time and one half. For the first overtime hour, any time worked over fifteen (15) minutes and up to one (1) hour will be compensated for as one (1) full overtime hour. For any overtime hour thereafter, any time worked over one-half hour will be compensated for as a full overtime hour.

(d) If an officer is not required to provide services the officer will be released immediately upon completion of the original assignment.

Section 7-Call Back Pay

(a) Employees called back to duty shall be compensated for at least four (4) hours overtime at the rate of time and one-half. All hours worked in excess of the four (4) hours will be compensated for at the rate of time and one-half, provided that said call-back has been established by the Officer In Charge (OIC) and the employee has reported to the station or a scene where required to perform duty.

(b) If an officer is not required to provide services for four (4) hours, the officer will be released immediately upon completion of the original assignment and will be paid for four (4) hours.

Section 8-Court Attendance

(a) Court attendance on a Police Officer's time off shall be at the rate of time and one-half of his regular rate of pay, with a four (4) hour minimum.

(b) All court witness fees shall be paid to the Coventry Police Pension Fund.

Section 9-Recertification Hours

(a) Whenever any off duty employee is required to attend any police related activity, including but not limited to, firearms recertification, baton, AED recertification or breathalyzer recertification, he shall be compensated at the rate of time and one half the regular rate of pay with a minimum of four (4) hours.

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Section 10-Parade and Other Details

(a) No employee covered by this Agreement shall be compelled to parade and attend other Civic functions but may parade and attend civic functions on a voluntary basis without pay.

Section 11-Special Details

(a) Special details shall include but not be limited to school details, road construction details, details worked for the Board of Canvassers, Municipal Court details, Town Council details, traffic enforcement details, details where liquor is being served, or any detail for a Federal, State, Town, private company, organization, or enterprise.

(b) When an employee covered by this Agreement is assigned to a special non-Town detail, the employee shall be paid, effective on signing of this Agreement, the detail rate of $42.00 per hour for the first eight (8) hours and $63.00 per hour thereafter, with the minimum detail being four (4) hours or $168.00.

(c) For all Town paid details, to include the school department, excluding road construction and traffic enforcement, an officer shall be paid $40.00 per hour.

(d) All traffic details, as distinguished from security details, worked on a Saturday or Sunday shall be paid at the rate of time and one-half the hourly rate of pay. The term "traffic" means road construction and other details performed on public roads or in private parking lots for the duration of the detail.

(e) All details on full-day holidays and half-day holidays listed in Article VII, Section 3 shall be paid at the rate of double time in accordance with the table above.

(f) Officers working "road construction details" shall wear a baseball hat bearing the Coventry Police Department patch, black BDU pants, and a Coventry Police Polo shirt.

(g) Payment for any Special Detail shall be paid through the Town payroll at the pay period following the one in which the work was performed.

(h) Seniority for all details for the Department will be determined by the total number of years served as a sworn regular member of said Department regardless of rank

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within the Department. Opportunities to work details will be offered to all officers on a rotating basis.

(i) All details shall be assigned through the Department and all regular permanent police officers will have first choice on the details. The Town retains the right to establish the fees to be charged outside agencies for such outside details.

(j) Traffic Control officers will pay two-dollars ($2.00) an hour for each hour of the detail to Local 306's account which will be set up through the Town.

(k) Traffic Control officers shall only be eligible to work "road construction details."

(l) Traffic control officers can be bumped within sixteen (16) hours of the beginning of the detail by full time permanent officers.

(m) Injuries

Employees who are injured in the course of performing the duties of special details (Town or non-Town) shall be compensated to the extent required by Section 45-19-1 of the General Laws of Rhode Island, as amended from time to time.

Section 12-Special Vacation Details (Vacation Replacements)

(a) When a regular officer takes a vacation, the replacement, will be offered to the regular officer on special vacation detail basis; the replacement will be offered first to officers eligible to work at the replacing officer's regular hourly rate. If the replacement cannot be made at the Officer's normal hourly rate, under the twenty-eight (28) day cycle as prescribed under the FLSA standards, the replacement will be offered to the remaining officers on the Vacation Replacement (Vac. Rep.) list.

(b) If a vacation replacement cannot be filled from the vacation replacement list and a minimum manning issue arises, the shift will be offered out as overtime through the applicable overtime list (Supervisor or Patrol Officer). If the shift cannot be filled by the applicable overtime list, the least senior officer shall be ordered back to work.

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Section 13-Special Detail and Special Vacation Detail Assignments

(a) All permanent members of the Department will have first choice on all Special Detail assignments.

(b) Assignments within the Special Detail shall be afforded by rank first then seniority. To clarify: The highest ranking officer assigned to the detail will have his choice of assignment. Personnel of equal rank will be assigned by seniority, senior person having first choice, etc.

(c) Within twenty-four (24) hours of the beginning of the detail it will be the responsibility of personnel who have signed up for said detail to handle themselves or arrange for handling by another officer, if circumstances result in his inability to appear.

ARTICLE VII

Section 1-Vacations

All employees, who on January 1st of each calendar year have less than five (5) years service in the Department, shall be entitled to a vacation of twelve (12) working days during said calendar year.

(a) All employees, who on January 1st have more than five (5) years of service in the Department, shall be entitled to five (5) additional vacation days, and receive one (1) additional day for each year of service thereafter, to a maximum of twenty-seven (27) working days vacation during the calendar year.

(b) Employees, in any one year, will be permitted to carry forward to the next calendar year a maximum of ten (10) accrued vacation days. The total number of days that may be accumulated in this manner shall not exceed ten (10) days. Vacation time shall not accrue in any respect beyond the aforementioned maximum accrual levels, and employees will not be entitled to any compensation in lieu of unused vacation beyond said maximum accruals.

(c) Employees terminating for other than retirement shall be paid vacation leave on an accrual basis. The accrual factor shall be the normal vacation leave divided by

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twelve (12) months multiplied by the number of completed months in the calendar year.

(d) Up to three (3) patrol officers, or two (2) patrol officers and one (1) supervisor, will be granted vacation requests on a shift at any one time, provided that this does not leave a shift without a supervisor.

Section 2-Voluntary Donation of Accumulated Sick Leave and Vacation Time

(a) A member of the bargaining unit may voluntarily elect to donate any accumulated sick leave time or vacation time to another member within the Department. Any accumulated time donated by a member shall be paid at the receiving member's rate of pay; provided however, in no event shall the rate of pay received by the receiving member for said donated time be greater than the donating member's rate of pay (i.e. in the event the receiving member is of higher rank within the Department than the donating member).

(b) In order to be eligible to receive a donation of accumulated sick leave time or vacation time, the member receiving the donation must be: (a) suffering from a non-IOD related illness or injury (including but not limited to maternity leave); (b) absent from work for attendance upon ill or injured members of the family within the household of the member (except in the case of a legal spouse, child, or parent who does not reside within the member's household) whose illness requires the care of such member for a period of time in excess of the number of the member's available annual sick leave days; or (c) absent from work due to the death of a listed relative for a period of time in excess of the time set forth in said Subsection. Furthermore, in order to be eligible to receive a donation of accumulated sick leave time or vacation time, the member receiving the donation must first have exhausted all of his sick leave time, vacation time, personal days, and compensatory time.

(c) A member seeking donated sick leave days or vacation days shall submit his request to the President of the Union or his designee, who shall distribute the request to the members of the bargaining unit. In order for a member of the bargaining unit to be eligible to respond to the request and to voluntarily donate

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his accumulated sick leave time or vacation time, the member must sign the requisite form as utilized by the Department. Furthermore, any member who voluntarily elects to donate his accumulated sick leave time or vacation time shall lose all rights and interest in said days.

Section 3-Paid Holidays

(a) The following holidays shall be paid holidays for all members of the Department. Holiday pay shall be one-fifth (1/5) of the employee's weekly salary and shall be paid to each employee over and above the weekly salary whether he works the holiday or not.

1. New Year's Day
2. Christmas Day
3. Victory Day
4. Independence Day
5. Police Memorial Day (May 15th)
6. Columbus Day
7. Thanksgiving Day
8. Memorial Day
9. Labor Day
10. Presidents' Day
11. Veterans Day
12. Martin Luther King Jr. Day
13. Day after Thanksgiving

(b) The following days will be paid at the rate of one-tenth (1/10) of the employee's weekly salary and shall be paid to each employee over and above the weekly salary, whether he works the holiday or not.

1. Good Friday
2. Day before Thanksgiving

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3. Day before Christmas
4. Day before New Year's Day

ARTICLE VIII

Section 1-Uniforms

(a) The Town shall supply to each member of the Department hired, new uniforms and new equipment to include the following:

1. One (1) winter Gortex jacket with patches
2. One (1) spring jacket with patches
3. Four (4) trousers, two-winter weight, two-summer weight
4. One (1) pair shoes/boots
5. One (1) duty belt and related equipment
6. Two (2) ties
7. One (1) uniform hat
8. One (1) raincoat
9. One (1) uniform hat cover
10. Four (4) shirts-Two (2) long sleeve, Two (2) short sleeve with patches
11. Weapon
12. Three (3) Weapon Magazines
13. Weapon Magazine Holster
14. OC/pepper spray Holster
15. OC/pepper spray
16. One (1) Handcuffs
17. One (1) Baton
18. One (1) portable radio with charger
19. One (1) portable radio holster
20. One (1) Lapel Mic.
21. Two (2) Cruiser Keys
22. One (1) Handcuff Key
23. One (1) hat badge, one (1) shirt badge and one (1) coat badge

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24. One (1) Handcuff case
25. One (1) Taser Holster (If certified)
26. One (1) traffic vest
27. The Town will maintain an adequate supply of riot helmets
28. One (1) detail baseball hat
29. One (1) black pair of BDU detail pants
30. One (1) polo Coventry Police detail shirt
31. One (1) Bullet Resistant Vest

(b) Bullet Resistant Vest

a. At the conclusion of the (warranty) life of a bullet resistance vest the Town shall replace such vests through a competitive bid process. Replacement vests shall meet or exceed the standards of the National Institute of Justice NIJ-STD- 0101.03 "Ballistic Resistance of Police Body Armor," Threat Level II. Officers are responsible for vest replacement due to neglect, improper care or maintenance, or weight loss or gain (sizing).

(c) All alterations and replacements due to promotions, and replacement of clothing damaged in the line of duty are to be paid for by the Town.

(d) The wearing of summer short sleeve shirts shall be between April 1 and October 31.

(e) Uniforms will remain the same as they are presently. In the event of any change, the Town agrees to pay for the cost of any such change.

Section 2-Clothing Allowance

(a) The Town agrees to furnish all new employees, under this contract on active duty, with all his special uniforms and equipment.

(b) The Town further agrees to furnish all employees on active duty, covered by this contract, with a clothing allowance of $1700 in each fiscal year covered by this Agreement for the replacement and upkeep of their uniforms. Said amount shall be paid semi-annually in the first pay periods of July and January of the fiscal year.

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(c) The Town will provide any future required equipment that the officers do not already have or that is not presently required and will replace broken or worn out equipment as necessary.

(d) Clothing allowances shall be paid on a prorated basis to employees absent due to a long-term illness or injury (non-work related) of thirty (30) days duration or greater, an approved leave of absence or military leave based on employee's workdays during the preceding fiscal year.

Section 3-Vehicle Safety

(a) The Town agrees to maintain all emergency police vehicles in a safe operating condition. Members of the Department shall not be compelled to operate any unsafe vehicle but shall report any visible defects to the officer in charge of the shift.

(b) The Division Commander or Officer in Charge (OIC) shall make all determinations with respect to safety of any assigned police motor vehicle during the shift.

(c) It is expressly understood by both parties hereto that the washing, cleaning, or any type of maintenance of police vehicles and the headquarters building, are not within the scope of police duties, and it is further understood that no police officer shall be ordered to perform such duties.

(d) It is understood and agreed that all employees are required to take every precaution in the prevention of accidents to himself or herself, to his or her fellow employees, and to the general public. All drivers of police motor vehicles owned and used by the Town shall have a current and valid motor vehicle license, and shall be responsible to maintain standards of physical fitness required in the operation of a motor vehicle. He or she shall also be required to obey all rules and regulations prescribed by State or local laws and to use every safety measure possible to prevent accidents. It shall be the duty and responsibility of all operators to report to their supervisors, any defect in his police motorized equipment, and to use every precaution to prevent additional property loss expense or reoccurrence of such conditions.

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Operators of police motorized equipment who violate this section, or become in an accident, shall be subject to disciplinary action, if, upon investigation, it is determined that the employee, through carelessness or recklessness or neglect, contributed to the cause of any accident. Nothing herein is intended to restrict the Town in its right in any circumstance to impose disciplinary action for just cause.

Section 4-School Travel Expense

(a) When a member of the Department covered by this Agreement attends a school, he shall be compensated at the current I.R.S. rate, for the use of his personal vehicle if used, measurement of mileage to be computed from the Police Department Headquarters to the school site, and, further, that such school attendee shall be reimbursed for meal costs per day not exceeding twenty-five ($25.00) per day upon presentation to the Chief of Police of a paid receipt for any meal purchased.

(b) When school attendance requires an overnight stay, room and board shall be paid in full, as well as all meals be paid in full by the Town.

(c) When a member is required to fly, the Town shall pay the full airfare flight cost(s).

(d) In lieu of mileage reimbursement, the Town may provide a Town vehicle.

ARTICLE IX

Section 1-Illness and Injuries (Line of Duty)

(a) Members of the Department who are injured or who contract illness in the line of duty shall receive such benefits as are provided in Section 45-19-1 of the Rhode Island General Laws, 1956 as amended, until member has recovered or is placed on disability pension in accordance with this Agreement. The parties agree that the Town shall be subrogated against any third party for any and all benefits paid to or on behalf of any member of the bargaining unit, if said bargaining unit member received payment from said third party for injuries suffered and subject to this provision of this Agreement and further shall have the right to sue any third party in the name of the injured officer for

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costs incurred by the Town pursuant to this Section and pursuant to Section 45-19-1 of the General Laws. If an officer contracts a communicable disease in the line of duty, the Town will pay the co-pay for the officer's family for any examinations and/or treatment.

(b) Members who are injured or become ill while on duty shall have the right to select their emergency treatment facility or hospital in the State of Rhode Island, and/or physician or specialist. If the employee is unable to make the choice, the choice shall be made where practicable, by the nearest relative.

(c) All injuries, regardless of nature, while on duty, shall be reported to the Officer in Charge (OIC) and records maintained as to date, time, nature of injury, how received, and any treatment received.

(d) When an employee has suffered a previous service-connected injury and an occasion arises when the injury reoccurs in any nature, the employee shall be entitled to the immediate examination of the physician who attended him for the original injury at the Town's expense. In the event the physician who treated the employee for the original injury is not available by reason of illness death, or from any other circumstances, the employee shall have the right to engage a specialist of his own choice, duly licensed and qualified to practice medicine in the State of Rhode Island. If the attending physician determines that the employee is actually suffering from recurrence of the injury, the employee shall be entitled of the Article; provided, however, the Town shall have the right to have said employee examined by a physician selected by the Town as to whether or not said employee is actually suffering from a recurrence of the injury. The decision of the Town's physician shall be final and binding.

(e) It is agreed by and between the parties that the Town Physician may examine an employee who reports an illness or original injury and also to determine whether or not an employee, ill or injured, is ready to return to work.

(f) In the event of an illness of a member, the replacement of this member, if any, shall be from the ranks of the regular members of the Department.

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Section 2-Illness and Injury (Personal)

(a) Sick leave shall be defined as leave with pay because of an officer's inability to perform his regular duties caused by personal illness, physical incapacity or non-work related injury. Sick leave shall be accrued at the rate of one (1) and one-half (1/2) days per month or eighteen (18) days per year.

(b) A member who is eligible to discharge leave under the Family and Medical Leave Act of 1993 ("FMLA") and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA") shall comply with the notice and medical certification requirements of those laws. Should a member opt to discharge paid sick leave under this article for FMLA or RIPFMLA qualifying lave, such paid leave shall be counted against the member's FMLA or RIPFMLA cumulative allowances. Requests for FMLA or RIPFMLA leave shall be submitted to the Town Manger.

(c) The Town may require a Doctor's Certificate or other proof of illness when sick leave is requested and no sick leave shall be paid until a requested Doctor's Certificate is furnished.

Section 3-Payment of Unused Sick Time

(a) All accrued sick leave up to one hundred twenty (120) days shall be paid to the officer at retirement at his regular rate of pay.

Section 4-Sick Bonus

(a) If an officer has accumulated over one hundred eighty (180) days sick leave as of December first of the calendar year, he shall be reimbursed at twenty-five percent (25%) of his normal salary for each day over the one hundred eighty (180) days in the first pay period in December.

(b) If an officer does not use sick time within one (1) calendar year, he shall receive a check for three hundred ($300) dollars in the first pay period of January. This amount shall not count towards the officer's pension.

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Section 5-Paid Family Sick Leave

(a) In addition to the eighteen (18) sick days per year provided in this Article, the Town shall provide three (3) paid family sick days per calendar year for the purposes of an officer caring for a member of his immediate family. Immediate family is defined as mother, father, brother, sister, husband, wife, son, daughter, step child, foster child, grandparent of an employee or an employee's spouse. The Town may request a doctor's certificate or other proof of illness when sick leave is requested for three (3) straight calendar days. The use of Family Sick Days shall not violate Section 4 (b) for the purposes of receiving said bonus.

(b) These additional three (3) family sick days cannot be carried over from calendar year to calendar year and will not be counted for pension purposes.

ARTICLE X

Section 1-Rules and Regulations

Local 306 shall be permitted to make suggestions regarding Departmental Rules and Regulations. Such suggestions shall be submitted, in writing, to the Chief of the Department. Such suggestions for Rules and Regulations will be given due consideration and adopted if deemed advisable by the Chief of the Department. Notwithstanding any other provision of this Agreement, the Chief shall continue to have the right to issue Rules and Regulations governing the affairs and conduct of the Department and its employees.

ARTICLE XI

Section 1-Salaries

(a) It is agreed by and between the parties that the members of the Department will be paid weekly and shall be adjusted each year as follows:

Rank	3% 7/1/2015	3% 7/1/16	3% 7/1/17
Major	$1587.60	$1635.20	$1684.40

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Captain	$1469.60	$1513.60	$1559.20
Lieutenant	$1361.20	$1402.00	$1444.00
Sergeant	$1260.40	$1298.40	$1337.20
Patrolman I	$1166.40	$1201.20	$1237.20
Patrolman II	$1053.20	$1084.80	$1117.20
Patrolman III	$1018.80	$1049.20	$1080.80
Patrolman IV	$952.00	$980.40	$1010.00

(b) All members of the Detective Division, Administrative Services Division, Legal Division, the Department's Executive Officer, the Patrol Captain, Professional Standards Officer, Legal Officers, Training Officer and School Resource Officers (SRO) shall receive, as salary, an additional twenty dollars ($20.00) per week.

(c) The Town agrees that the above listed positions of a five and two (5&2) schedule with weekends off are entitled to twelve (12) paid administrative days off per year. No more than two (2) administrative days maybe used with a scheduled work week. These administrative days shall be used within the calendar year in which they are accrued and shall not be carried over from year to year. Administrative days shall be prorated for an officer transferred to an administrative position during the calendar year.

(d) Any officer transferred or assigned to any division within the Department shall be paid the rate of pay applicable to his rank within that Division.

(e) The probationary period for Patrol Officer IV shall be for one (1) year from the date of graduation from the Academy, or from the date of hire if already graduated from the Academy. Upon successful completion of the probationary period, the individual shall advance to Patrolman III and shall advance to Patrolman II upon completion of two (2) years continuous service and to Patrolman I upon completion of three (3) years continuous service.

Section 2-Longevity Supplement

In addition to the above salaries, there shall be paid a longevity supplement (or bonus) which shall be considered part of the employee's salary for other purposes in this

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Agreement (including pension purposes). This supplement shall be computed on the basis of the employee's weekly salary and shall be included in the weekly pay check. This payment shall be:

Years of Service as of June 30th Percentage of Annual Rate
Effective July 1, 2006, these percentages shall be:

Less than five (5) years	0%
Five (5) to ten (10) years	4%
Ten (10) to fifteen (15) years	7.5%
Fifteen (15) years and over	9%

In addition, a cash bonus of 1.5% of base salary shall be paid to those with more than five (5) years service in the first pay period of December of each year. This cash longevity bonus shall not be considered part of the employee's salary for any purpose.

Section 3-Shift Differential

Any regular officer of the Department who is assigned to work the evening or night shift will receive a shift differential as follows:

$0.30 per hour Division "C"
$0.35 per hour Division "A"

The above shall not apply to any officer working vacation replacements but that said officer shall be compensated in accordance with the relevant provisions of this Agreement.

Section 4-Field Training Officers (FTO)

(a) Officers who have completed a Field Training Course or who are asked to have an officer ride with them for training or retraining purposes shall be compensated one (1) hour of overtime per shift.

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(b) One (1) Sergeant or one (1) Lieutenant who administers the FTO program shall be compensated one (1) hour of overtime for every officer who is in the FTEP program for every full week during training cycles.

ARTICLE XII

Section 1-Time off While Performing Union Duties

(a) All employees covered by this Agreement who are officers of Local 306 shall be allowed time off for official union business with pay and without requirement to make up said time if there is sufficient manpower available to cover for said employee as determined by the Chief of Police and provided that such time off does not result directly or indirectly in overtime compensation or any other premium for any employee. The term "union business" as used herein includes collective bargaining, grievance adjustment, grievance arbitration, interest arbitration, disciplinary representation of members, and attendance at regional and/or state I.B.P.O. meetings.

Section 2-Bereavement Leave

(a) In the event of death of a father, mother, wife, husband, brother, sister, son, daughter, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-children, step-brother, step-sister, foster parents or foster children of the employee or the employee's spouse, such employee shall be entitled to leave of absence with pay from the time of notification of the death, not to exceed four (4) working days.

(b) In the event of death of an aunt, uncle, cousin, niece or nephew, related by blood, or a brother-in-law or sister-in-law, the employee shall be entitled to leave of absence with pay from the time of notification of the death, not to exceed two (2) working days.

Section 3-Emergency Leave

In the event of illness in the household of an employee, such employee shall be allowed five (5) days per year without pay. Should a member discharge emergency leave

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under this article for FMLA or RIPFMLA qualifying leave, such leave shall be counted against the member's FMLA or RIPFMLA cumulative allowances.

Section 4-Pregnancy/Maternity Leave

(a) A police officer who is pregnant shall receive no special treatment unless so directed by the attending physician. The individual may be placed on light duty with the concurrence of the physician.

(b) If the attending physician feels that the Officer's working would be injurious to her health, certified in writing to the Chief of Police, she will be allowed to take such personal illness and injury leave as provided in Article IX, Section 2.

Section 5-Military Leave

(a) Members are covered by USERRA, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, 28 U.S.C. 4301-4335). The Town agrees that while the bargaining unit member is on military leave, the Town shall make up any difference in pay from the bargaining unit member's military pay and his/her regular salary. The Town shall continue to provide the bargaining unit member with his healthcare insurance provided for and contained herein. The bargaining unit member shall continue to pay all healthcare insurance co-shares that are applicable. The Town agrees that there shall be no loss of credited time to the bargaining unit member for pension purposes for the use of any military leave. The bargaining unit member shall continue to have their pension contributions deducted during their military leave.

(b) In the event a member of the bargaining unit volunteers for military duty not referenced above, the Town is not obligated to provide said officer with his pay.

ARTICLE XIII

Section 1-Medical and Dental Benefits-Active

(a) Each employee shall be provided with the Town's Preferred Provider Organization (PPO) plan for each member and his family including a rider allowing twelve (12) chiropractic visits annually, as he may elect. A summary of

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benefits for said PPO plan is appended hereto and incorporated herein, and a benefits summary is also available to employees through the Town Manager. The Town may elect to provide alternative equivalent coverage through an alternative healthcare provider. A summary of those benefits is appended hereto and incorporated herein, and a benefit summary is also available to employees through the Town Manager.

(b) Each employee shall be provided with dental insurance, individual or 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.

(c) The Town may, in its discretion, substitute alternative equivalent coverage for any or all of the foregoing insurance programs.

(d) All employees will contribute eighteen percent (18%) as of July 1, 2015, nineteen percent (19%) as of July 1, 2016 and twenty percent (20%) as of July 1, 2017 toward the cost of insurance coverage provided by this Section. Said contributions shall be made on a pretax basis.

Section 2-Health and Welfare

(a) Members of the Department hereby agree to maintain basic physical standards to adequately perform their duty in a satisfactory manner or they will be subject to disciplinary administrative action.

(b) Members of the Department shall be entitled to be examined annually through the multi-phasic program administered by Rhode Island Hospital. The Chief of Police or his representative shall establish a schedule for the annual physical for all members desiring to participate. Results of the examination shall be reviewed by the employee and a physician of his choice and said physician shall, within forty-five (45) days, certify the Officer's fitness for duty to the Department.

Section 3-Alternative Health Option

(a) Any employee eligible for alternative health care coverage may opt to receive health care coverage pursuant to a non-Town paid plan in lieu of a Town-paid

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plan. Any employee enrolled in a family plan with the Town who opts for alternative coverage shall receive fifty (50) percent of the premium cost of such plan in a lump sum. For each full contract year in which he is not covered by the Town plan. Payments shall be made in arrears on or before July 30 of each year. Employees opting out of individual plan coverage shall revive fifty (50) percent of the individual plan premium for each such year. For each year during the term of this Agreement in which such election is made, the employee will receive no coverage pursuant to this Article. The Town may require proof of alternative coverage.

Section 4-Light Duty

(a) An injured employee, or an employee that is temporarily disabled in any circumstance where he is not confined to the home, and where he is determined capable of performing light duty assignments shall be required to work light duty status, provided the following holds true:

1. Capability to perform light duty shall be determined by the employee's physician. The Town may require the employee to visit the Town's physician. In the event that the Officer's doctor and the Town's doctor disagree as to whether the officer is capable of working light duty, either party may petition for expedited arbitration. The arbitrator decision shall be final and binding. The Town agrees that the officer shall not be required to return to work until the Town and the Union have received the written decision of the arbitrator.
2. Any officer that is capable of working light duty shall work his regular scheduled shift and division. The officer shall be granted time off for doctor's visit and/or therapy.
3. It is not the intent of this section to in any way circumvent the terms of R.I.G.L. 45-19-1, as amended.

Section 5- Life Insurance

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(a) All employees covered by this Agreement shall be entitled to receive fully paid life insurance in the amount of twenty-thousand dollars ($20,000).

Section 6-Burial Expenses

(a) In the event of a line of duty death, the Town will pay for the burial costs of the deceased officer. The amount of the burial cost is not to exceed $10,000.00 (Ten Thousand Dollars).

Section 7-Education Program

(a) The Town hereby agrees to pay when due and payable to the school upon receipt of a bill from the school or employee, the sum of money required in accordance with the Municipal Police Incentive Pay Act, R.I.G.L. 42-28.1-5; provided, however, the individual officer must sign an agreement approved by the Town Solicitor, whereby the officer shall authorize the Town, in the event the officer shall fail the course(s) or fail to complete the course(s), to withhold an amount of money each week from his salary until the sum of money advanced by the Town shall be repaid in full and provided further, if the officer shall terminate his employment or be terminated by the Town, the Town shall be authorized to seek restitution from his retirement fund or any payments due the officer upon separation from the payroll of the Town. In the event the employee shall fail to timely tender a bill from the school to the Town, the employee shall be solely responsible for the payment of penalties, interest, late charges or similar charges associated with said bill.

(b) All courses to be taken under the Municipal Police Incentive Pay Act, Title 24 Chapter 28.1 of the General Laws of Rhode Island must be approved by the Chief of Police prior to enrollment for the purpose of assuring that only courses within the curriculum of a Law Enforcement Degree Program are attended.

(c) All books purchased by the Town for police personnel enrolled in educational courses shall, after completion of the course for which they were purchased, be returned to the Town for reuse by other officers or in the establishment and maintenance of a Department Library.

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Article XIV

Section 1-Complaints Against Police Officers

(a) While it is understood that formal complaints against police officers are an administration function, all officers governed by this Agreement shall be made aware of the complaint within twenty-four (24) hours of its receipt unless it would compromise, impede, impair, or obstruct a criminal investigation. All police officers shall cooperate fully with such investigatory process by answering inquires, giving statements, etc.; provided, however, that the constitutional rights of the individual officer accused shall not be abridged.

(b) The term "formal complaint" as used in this Article means:

I. A formal, written, signed complaint from a member of the public, a law enforcement officer or a law enforcement agency or

II. A formal, written, signed complaint issued by the Department after investigation.

(c) At the conclusion of the investigation, the officer will be provided with a written outcome of the investigation.

Section 2-Legal Assistance and Indemnification

(a) In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his duties as an employee of the Department, the Town agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding; provided, however, that the Town shall have the right to deny all or a portion of the benefits under this section if it determines that the employee acted outside the scope of his employment.

(b) The employee agrees to cooperate with the Town and/or its agent(s) in defending the employee in a civil proceeding contemplated in this section.

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Section 3-Grievances

Grievance and Arbitration Procedures.

(a) Definition.

A grievance is a dispute between the members (or the Union) and the Town, which involves the application, meaning, or interpretation of the provisions of this Agreement and grievances filed pursuant to subsection (e) of this Article.

(b) Procedure.

Step 1: Within seventy-two hours of the act or omission over which the employee is aggrieved, the employee shall discuss the matter with the Chief or his designee. The Union may or may not be involved at Step 1.

Step 2: Not later than seven (7) calendar days after the event giving rise to the grievance, the Union must submit any grievance in writing to the Chief of Police. The Chief of Police may request a meeting with the member(s) and duly authorized Union representatives. The Chief of Police or his designee shall respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the Chief of Police or his designee not respond within the time period set forth herein, the grievance shall be deemed denied.

Step 3: If the grievance is not resolved at Step 1 or is deemed denied by the passage of the time period above, the Union must submit the grievance to the Town Manager within three (3) days of the denial by the Chief or at the conclusion of the time period when the grievance is deemed denied. Within twelve (12) days the Town Manager shall convene a meeting with the Union to hear the grievance. Within seven (7) days after the conclusion of said meeting, the Town Manager shall issue a written response to the grievance.

(c) Written Presentation. Any grievance presented in accordance with the procedures set forth in Paragraph (b), shall include with reasonable clarity: the facts giving rise to the grievance, including the exact nature of the grievance, when it occurred, and the identity or identities of the employee or employees who claim to be aggrieved; the specific provision(s) of the Agreement alleged to have been violated (catch-all recitations shall not meet this requirement); the name(s) of the

DPS

aggrieved member(s); and the remedy sought. A grievance shall be signed and dated by the aggrieved member(s) and duly authorized Union representative.

(d) Time Limitations. The time limitations set forth in this article, including for the filing and processing of a grievance and the demand for arbitration, addressed below, are of the essence of this Agreement and the failure by a member or the Union to comply with any of the time limits in this article shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in this article, the Town and Union may extend them by mutual written Agreement.

(e) The parties agree that employees covered by this Agreement shall have the right to file a grievance for disciplinary action which includes a written reprimand, or a suspension of two (2) days or less. Officers who are disciplined more than two (2) days shall be afforded a hearing under the Law Enforcement Officers' Bill of Rights.

(f) Removal of Discipline Records and from Personnel File. The personal file of the member of the bargaining unit which is kept by the Police and/or Personnel Department, will have expunged from its contents any disciplinary action after a period of three (3) years from the date of the disciplinary action provided that during the interim period the member has no further departmental violations. Written notification by the officer must be made to both the Town Personnel Department and the Chief of Police. No further departmental violations must rise to the level of a written reprimand or suspension.

(g) Union Representation. Any member of the bargaining unit shall, if he desires, be accompanied by another Coventry Police Officer or legal representative/counsel chosen and provided by Local 306 when appearing before the Chief of Police or any supervisor, to answer charges/allegations that he violated any rules and regulations of the Department and/or any of the terms and conditions of this Agreement.

(h) Submission to Arbitration. Any grievance, as defined in Paragraph (a) of this article that has been properly and timely processed through the grievance step procedures set forth above and that has not been settled at the conclusion thereof,

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may be submitted to arbitration by the Union serving the Town Manager with a written demand for arbitration within seven (7) days, after the receipt of the response of the Town Manager. The failure to file a demand for arbitration within the time limit set forth herein shall constitute a complete waiver of the grievance and member's(s') and Union's right to demand arbitration.

(i) Arbitrator Selection. After the Town Manager receives the Union's demand for arbitration as set forth in paragraph (h), the parties shall consult and attempt to agree on a mutually acceptable arbitrator to hear the matter. If the Union and the Town are unable to agree on a neutral arbitrator within five (5) days after the Town Manager receives the Union's demand, the Union shall submit a demand for arbitration to the closest local office of the American Arbitration Association (AAA) within ten (10) days after the initial filing of its demand with the Town Manager. After filing with the AAA, the arbitrator selection process and arbitration proceedings shall be governed by the AAA's Voluntary Labor Arbitration Rules in effect as of the date of the demand for arbitration is filed with the AAA.

(j) 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 express provision(s) of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision(s) of this Agreement. The arbitrator shall not substitute his judgment for the Town's where such discretion has been retained or reserved to the Town by the provisions of this Agreement or applicable law.

(k) Binding Effect. Subject to applicable law, the decision of the arbitrator is final and binding upon both parties.

(l) Fees and Expenses of Arbitration. The fees of the AAA, the fees and expenses of the arbitrator, and the costs of any stenographic record, if either party or the grievant desires one, shall be shared equally by the Union and the Town.

ARTICLE XV

NO STRIKES OR LOCKOUTS

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The Union and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Town lockout its employees during the terms of the Agreement. It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this contract.

ARTICLE XVI

Section 1-Foot Patrols

It is agreed that there will be no assigned foot patrols but this shall not be interpreted as prohibiting an officer from leaving his vehicle to patrol an area on foot when he deems it necessary to carry out his assigned duties and responsibilities.

Section 2-Non-Residency

(a) The Town agrees that residency within the Town shall not be required by an employee covered by this Agreement as a condition of continued employment for the Town.

ARTICLE XVII

Section 1-Pension Plan

(a) The Town agrees to provide employees employed as of January 1, 1994 with a pension program with at least the existing benefits of the existing pension program. The representative of the Chief of Police on the Pension Committee shall be a Union member.

1. Commencing January 1, 1994, all officers who were members of the Department prior to July 1, 1989 shall contribute to the pension system four percent (4%) of their total annual compensation from all sources. This shall increase to five percent (5%) on January 1, 1995; to six percent (6%) on January 1, 1996, to seven percent (7%) on January 1, 1997; to eight percent (8%) on July 1, 2000; to nine and a half percent (9.5%) July 1, 2016; and to eleven percent (11%) on July 1, 2017.

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2. Commencing January 1, 1994 all members appointed to the Department on or after July 1, 1989 and before January 1, 1994 will be required to contribute five percent (5%) of their total annual compensation from all sources. This shall increase to six percent (6%) on January 1, 1995, to seven percent (7%) on January 1, 1996 and to eight percent (8%) on January 1, 1997.

(b) The Town agrees to make the following changes to the existing pension program.

1. Retirement shall be after twenty (20) years of service with the minimum age being fifty-five (55) years; however, on December 31, 1985, the retirement shall be after twenty (20) years of service without regard to age.
2. The retirement benefit shall be equal to 50% of base pay, holiday pay, longevity pay, any vacation time paid at termination and overtime (including vacation replacement) during the last twelve months of service for those employees employed before January 1, 1994.
3. If an officer who was employed as of January 1, 1994 chooses to work beyond the normal 20-year retirement after July 1, 1986 twenty-five (25) year retirement, then his pension benefit shall be increased by 2% for each year worked after 20 years up to a maximum of 25 years of service. This provision shall not apply to officers employed on or after January 1, 1994.
4. The retirement benefits shall be adjusted annually at the rate of 1½% for all officers retired prior to July 1, 1986 and at a rate of 2 ½% for all officers who retire on or after July 1, 1986.
5. If an officer is injured in the line of duty and unable to return to active duty within two years, he shall receive a 66 2/3% disability retirement at his normal retirement date or upon completion of twenty years of service, whichever comes first.
6. If an officer suffers injury not in the line of duty and is unable to return to active duty, he shall receive a 25% disability pension provided that they have ten years of service with the Department. Any individual who cannot return to work after one year from the date of injury shall automatically be retired. A physician's prognosis of recovery sufficient to perform his

DPS

duties within two years shall automatically extend the leave, without pay, to a total of two years.

7. If an officer who was employed prior to January 1, 1994 chooses to work beyond the normal twenty (20) years retirement and dies prior to retiring, his spouse will receive the amount that he would have received had he been retired as of that date.
8. The Town of Coventry Police Officers Retirement Plan will be passed out to all employees of the Department and will be considered part of this contract in its entirety except that in the case that any portion thereof found to be in conflict with any provision(s) of this contract or state statute, the contract provision(s) or state statute shall be controlling.

(c) The Town agrees to provide employees hired on or after January 1, 1994 with a new pension plan which it shall prepare, including the following terms:

1. Officers hired between January 1, 1994 and December 31, 2012, shall contribute to the plan nine percent (9%) of their base pay. This shall increase to ten percent (10%) of their base pay on July 1, 2015, eleven percent (11%) of their base pay as of July 1, 2016 and twelve percent (12%) of their base pay as of July 1, 2017. Officers hired after December 31, 2012 will be required to contribute twelve percent (12%) of their base pay.
2. For officers hired between January 1, 1994 and December 31, 2012, retirement shall be after twenty-three (23) years of service without regard to age. For officers hired after December 31, 2012, retirement shall be after twenty-five (25) years of service and upon reaching a minimum of fifty-five (55) years old.
3. For officers hired between January 1, 1994 and December 31, 2012, the retirement benefit shall be equal to fifty percent (50%) of base pay and longevity pay only, earned during the last twelve months of service. For officers hired after December 31, 2012, the retirement benefit shall be equal to fifty percent (50%) of the average base pay of the five (5) years

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immediately preceding retirement. Base pay is the weekly salary referenced in Article XI, Section 1(a), Salaries.

4. If an officer hired between January 1, 1994 and December 31, 2012 chooses to work beyond the normal twenty-three (23) year retirement, then his pension benefit shall be increased by 2% for each year worked after twenty-three (23) years up to a maximum of twenty-eight (28) years of service. If an officer hired after December 31, 2012 chooses to work beyond the normal twenty-five (25) year retirement, then his pension benefit shall be increased by 2% for each year worked after twenty-five (25) years up to a maximum of thirty (30) years of service.
5. The Town shall provide retirees who were hired on or after January 1, 1994 an annual 1.50% non-compound Cost of Living Allowance (COLA) or a COLA based upon the National Consumer Price Index for clerical workers (known as CPI-W) published by the Bureau of Labor Statistics (BLS) whichever is higher. There will be no changes to the pre-January 1, 1994 employees who shall continue to receive a 2.5% compounded COLA.
6. If an officer is injured in the line of duty and is certified to the Town's satisfaction unable to return to active duty within two years, he shall apply for and receive a 66 2/3% disability retirement.
7. If an officer is injured not in the line of duty and permanently and totally disabled, he shall receive a 25% disability pension provided that they have ten years of service with the Department. Any individual who cannot return to work after one year from the date of injury shall automatically be retired, A physician's prognosis of recovery sufficient to perform his duties within two years shall automatically extend the leave, without pay, to a total of two years.
8. An officer shall be required to submit, to the Town, a request in writing applying for such disability retirement. Upon receipt of this request, the Town shall set a hearing date on such application. The officer shall present such information at the hearing as he believes necessary to prove his total and permanent disability. The officer shall also be required to sign a

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medical authorization form allowing a medical examination and any related tests. The Town may, in its discretion, require that the officer be examined by a reputable physician engaged by the Town. The physician shall certify to the Town that the officer is or is not permanently and totally disabled, taking into consideration the nature and responsibilities of the officer's occupation.

Additionally, if at any time the Town has reason to believe that an officer is not totally and permanent disabled, the Town may require the officer to sign a medical authorization form and to be examined by a reputable physician engaged by the Town. The physician shall certify to the Town that the officer is or is not permanently and totally disabled taking into consideration the nature and responsibilities of the officer's occupation. Should said pension participant be engaged in a gainful occupation, the Town shall adjust, and from time to time readjust, the amount of his disability allowance to an amount which, when added to the amount of compensation then earnable by him, shall not exceed the rate of earnable compensation in force on the date of retirement. Should any pension recipient under the minimum age of retirement refuse to submit to a medical examination in any year by a physician designated by the Town, his retirement allowance may be discontinued until his withdrawal of such refusal. Should his refusal continue for one (1) year after a request has been made, all his rights in and to such retirement allowance maybe revoked by the Town.

9. If, as a result of a mistake of fact, excessive assets are contributed to the Plan, such assets may be returned to the Employer and/or Participants within one (1) year after the discovery of the excessive contribution.

10. Termination.

    (a) The Town reserves the right upon agreement with the Union to terminate the Plan at any time.

    (b) In the case of the partial or complete termination of the Plan, the rights of employees, as provided herein, shall be non-

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forfeitable. However, satisfaction of such rights from the Plan may depend on the sufficiency of Plan assets, the Town and the Union shall agree on the order of priority for distribution of Plan assets in the event of such termination.

11. The pension plan for officers hired on or after January 1, 1994 shall be as provided in this subsection (c), and none of the provisions of subsection (a) or (b) shall apply thereto.

Section 2-Spouse/Family Widow/Widower Benefits

Full retirement benefits shall be provided to the family of an officer killed while in the line of duty

(a) In the event an employee is killed in the line of duty, the following benefits, in addition to any life insurance, state or federal payments and/or benefits shall be provided to the employee's family

1. If the employee is married with children, the family shall receive the employee's pension benefits, as if he had completed his twenty (20) (for employee's hired prior to January 1, 1994) or twenty-three (23) (for employee's hired after January 1, 1994 and December 31, 2012) or twenty-five (25) (for officers hired after December 31, 2012) of service as defined in Article XVII, Section 1(b2, b3, b4 and c3, c4). Family medical and dental coverage shall be provided for one (1) full year following the officer's death.

   If unmarried with children, the children shall receive the pension benefit as if the employee had completed his twenty (20) years for employee's hired prior to January 1, 1994 twenty-three (23) years for employee's hired between January 1, 1994 and December 31, 2012 or twenty-five (25) for officers hired after December 31, 2012 as defined in Article XVII, Section 1 (b2,b3, b4, and c3, c4), until the age of eighteen (18) or until they reach the age of twenty-three (23) while attending college. Family

DPS

medical and dental coverage shall be provided for one (1) full year following the officer's death.

2. In the event that an employee is required to pay a co-payment for benefits, individuals receiving the above benefits may also be required to provide for the co-payment.

*It is further understood by the parties that the pension afforded to the spouse as defined above, will be based on the employee's salary at the time of his death and said pension shall be consistent with what is a normal pension as opposed to a disability pension.

ARTICLE XVIII

Savings Clause

If any provision of this Agreement or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, the remaining provisions of this Agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

ARTICLE XIX

Section 1-Scope of Agreement

This Agreement is made pursuant to and in discharge of, for its duration, the duty to bargain with each other imposed by law upon the parties. The bargaining which preceded the execution hereof resulted in no agreements other than those expressly set forth herein and except to the extent that the express provisions of Article I-XX of this Agreement expressly and necessarily place limits thereon, the Town retains all of the discretion and power of unilateral action possessed by it prior to its recognition of the Union and prior to the Union's gaining the support of a majority of the employees provided that the Employer must discuss changes in working conditions with the Union before implementing them. All matters about which this Agreement is silent shall be deemed matters concerning which the Town has surrendered no discretion or power. There are no other agreements between the parties, verbal or written. There are no past

DPS

practices which the parties intend to be binding in any way or which limit or expand upon the express provisions hereof.

ARTICLE XX

Section 1-Duration of Agreement

(a) This Agreement shall be for the term of July 1, 2015 to June 30, 2018, and thereafter shall remain in effect from year to year unless either party hereto shall serve written notice on the other party of its intention to terminate or amend this Agreement by February 1, 2018.

(b) This Agreement shall remain in effect until a new Agreement is ratified between the parties.

IN WITNESS WHEREOF, the said Town of Coventry has caused this instrument to be executed and its corporate seal to be affixed by the Town Manager thereunto duly authorized by the Town Council as of the day and year above written and the said Local 306, International Brotherhood of Police Officers, has caused this instrument to be signed by its President thereunto authorized as of the day and year first above written.

TOWN OF COVENTRY

Richard I. Kerbel, Town Manager — Date: 12/3/15

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL 306

Dennis P. Skorski, President — Date: 12/3/15

APPENDIX A

DPB

Your Prescription Drug Coverage

The BCBSRI formulary (drug list) covers a wide range of commonly prescribed medications. The chart below shows how the drugs are divided into four "tiers."

		Copayment per 30-day supply	Mail Order 90-day Supply
Tier 1	▪ Low-cost generics	$5	$10
Tier 2	▪ Higher-cost generics and preferred brand name drugs	$15	$30
Tier 3	▪ Highest cost generics and non-preferred brand name drugs	$30	$60
Tier 4	▪ Specialty drugs	$30	N/A

You can find the BCBSRI formulary by signing on to your BCBSRI.com member home page and following these steps:

1. Click "Pharmacy" in the navigation bar on the left.
2. Click "Premier" at the bottom of the page.
3. Click the "preferred drug list" link under the Drug Coverage section of the page.

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

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HealthMate COAST•TO•COAST | Blue Cross Blue Shield of Rhode Island

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
  - $200 per individual plan; $600 per family plan out of network
- ***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
- ***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	$10 per visit	20% per visit after deductible
Primary Care Office Visits ▪ Adult primary care ▪ Adult gynecological exam ▪ Pediatric primary care	$10 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)	$10 per visit	20% per visit after deductible
▪ Allergy/Dermatology	$15 per visit	
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

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What's Covered	What You Pay	
Service	In-Network	Out-of-Network
Hospital Emergency Services	$25 per visit	$25 per visit
Urgent Care	$10 per visit	$10 per visit
Ambulance		
▪ Ground	$50 per occurrence	$50 per occurrence
▪ Air/Water	$50 per occurrence	$50 per occurrence
Durable Medical Equipment	20% per service/device	20% per service/device after deductible
Physical/Occupational Therapy		
▪ 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.
- Access our Blue365℠ wellness information and discount program.

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., 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

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APPENDIX B

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DELTA DENTAL

Benefit Highlights

TOWN OF COVENTRY

Product Name: Delta Dental Premier
Plan Type: National Coverage

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%,80%). Your group number is **5858-0001**. Coverage for benefits with time limitations (i.e. 6,12,24,36 or 60 months) is calculated to the exact day.

The annual maximum is:	$1,200.00 per member per calendar year
The annual deductible is:	$0.00
The maximum lifetime cap:	Unlimited

Pretreatment estimates are recommended for underlined procedures.

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
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- 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
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasing or relining of partial or complete dentures once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months

Plan pays 50%; Member Coinsurance 50%

- Periodontal maintenance following active therapy - two per year
- Bridges, build ups, posts and cores - replacement limited to once every 60 months.
- Partial and complete dentures - replacement limited to once every 60 months
- Root planing and scaling once per quadrant every 24 months.
- Osseous (bone) surgery once per quadrant every 24 months (bone grafts are not covered).
- Gingivectomies once per site every 24 months.
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months
- Surgical placement of endosteal implant, abutment and crown once per tooth site per lifetime

Orthodontics:

Plan pays 50%; Member Coinsurance 50%

- Braces and related services for dependent children under the age of 19

Lifetime maximum (orthodontics only) is $1,200.00

Dependent coverage - Dependent children are covered up until the end of the year that they turn age 19. Dependent children who are full-time 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.

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DELTA DENTAL

Exclusions & Limitations

Unless specifically covered by your dental plan, the following are not covered:

- Services that do not qualify for payment according to our dental treatment guidelines. (These guidelines assist Delta Dental in making determinations as to whether services are covered and whether a particular service is the least costly, clinically acceptable method of prevention, diagnosis or treatment. A service may not qualify for coverage under these guidelines even though it was performed or recommended by a dentist.)
- Any services that are not specifically covered in your group's Certificate of Coverage.
- Services received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trustee or similar person or group.
- An illness or injury that Delta Dental determines is employment related.
- Services you would not be required to pay for if you did not have this Delta Dental coverage.
- Services provided by a dentist who is a member of your immediate family.
- An illness, injury or dental condition for which benefits are, or would have been available, through a government program if you did not have this Delta Dental coverage.
- Services rendered by someone other than a licensed dentist or a licensed hygienist operating as authorized by applicable law.
- Specialty exams.
- Consultations.
- Disorders related to the temporomandibular joint (TMJ), including night guards and surgery.
- Services to increase the height of teeth or restore occlusion.
- Restorations required because of erosion, abrasion or attrition.
- Services meant primarily to change or improve your appearance.
- Occlusal guards.
- Implants.
- Bone grafts.
- Splinting and other services to stabilize teeth.
- Prescription drugs, lab exams or reports.
- Guided tissue regeneration.
- Temporary bridges or crowns.
- Services related to congenital abnormalities.
- General anesthesia/intravenous sedation for nonsurgical extractions, diagnostic, preventive or any restorative services.
- General anesthesia/intravenous sedation administered by anyone other than a dentist.

Delta Dental also reserves the right to adopt and to apply, from time to time, such administrative policies as it deems reasonable in approving the eligibility of subscribers and the appropriateness of treatment plans and related charges.

All claims must be filed within one year of the date of service.

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