AGREEMENT

between

TOWN OF

NARRAGANSETT, RHODE ISLAND

and

RHODE ISLAND LABORERS' DISTRICT COUNCIL

on behalf of

PUBLIC SERVICE EMPLOYEES'

LOCAL UNION 1033

of the

LABORERS' INTERNATIONAL UNION

OF NORTH AMERICA, AFL-CIO

Effective: July 1, 2014 to June 30, 2017

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AGREEMENT

THIS AGREEMENT is entered into as of the 1st day of July, 2014, by and between the TOWN OF NARRAGANSETT, RHODE ISLAND, hereinafter referred to as the "Employer"), and the RHODE ISLAND LABORERS' DISTRICT COUNCIL acting for and on behalf of PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033, PROVIDENCE, RHODE ISLAND, of the Laborers' International Union of North America, AFL-CIO, (hereinafter referred to as the "Union").

PREAMBLE

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and employees, to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.

The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for respective organizations and at all levels of responsibility.

All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE I

RECOGNITION

Section 1. (a) The Employer hereby recognizes and acknowledges that the Union is the exclusive representative for all employees in the bargaining unit as established by the Rhode Island Labor Relations Board as a result of a Petition submitted in Case No. EE-3507 and certified by an election held on 5/28/93, as follows: Engineering Technician, , Senior Municipal Court Clerk, Information Resources Manager, Tax Collector, Tax Assessor, Water Superintendent, Assistant Building Inspector, Wastewater Superintendent, Wastewater Maintenance Supervisor, Process Controller, Purchasing Manager, Controller, Project Engineer, Systems Administrator, Public Safety Systems Administrator, Environmental Planning Specialist, Program Coordinator, Staff Engineer, Superintendent of Operations and Planning Technician.

(b) Expressly excluded from the above defined bargaining unit are: Town Manager, Executive Assistant to the Town Manager, Executive Assistant to the Police Chief, Town Clerk, Public Works Director, Director of Parks and Recreation, Police Chief, Fire Chief, Senior Citizens Coordinator (unless this

position is subsequently included by decision of the Labor Board or by Agreement of the parties), Community Development Director, Finance Director, Building Official, Town Engineer, Human Resources Manager, all other Municipal employees of the Town of NARRAGANSETT covered by a Collective Bargaining Agreement with any other Union, seasonal, casual and temporary employees excluded from collective bargaining by the R. I. Labor Relations Act and the Municipal Employees' Act.

Section 2. The Union recognizes the NARRAGANSETT Town Council and/or its designated representative(s) as the appropriate agents of the Employer.

Section 3. Employee Defined. Whenever used in this Agreement, the terms "member" or "employee" shall have the same meaning, which is: active, full-time, permanent, paid employees within the categories set forth above within the bargaining unit employed by the Town. Individuals who are on 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 this Agreement or as may otherwise be provided for by law.

Section 4. Management Rights. The Union recognizes that, except as specifically relinquished or abridged by the express terms of this Agreement or Applicable law including the

obligation to bargain, all rights to manage, direct or supervise the Town's operations and its employees are vested solely in the Town. Except as expressly and necessarily limited by the provisions of this Agreement or applicable law, among the rights retained by the Town pursuant to this Agreement are the rights to:

(1) hire, discharge or discipline employees.

(2) introduce new or improved work methods, procedures, equipment or facilities and to reduce the workforce.

(3) lay off employees.

(4) assign work.

(5) fix standards of quality and quantity for work done.

(6) control the types of work, amount of work, method of accomplishing work and scheduling of operations of the Town.

(7) determine the number of employees on any assignment and job content.

(8) rearrange jobs and tasks to improve operational efficiency and/or eliminate slack and idle time and/or to improve the service to the public.

(9) hire such temporary and/or part-time employees as it see fit.

(10) enact and alter from time to time personnel rules, regulations and procedures, governing the conduct of employees, any and all aspects of employment and the internal conduct of the affairs of the Town, which are not in direct and necessary conflict with the explicit provisions of this Agreement.

This listing of the foregoing specific rights in no way limits the generality of this Article hereof. Notwithstanding any other provision of this Agreement, the Town retains the right to take any reasonable action in unforeseen, out of the ordinary events to protect the public interest, even if such action is contrary to the express terms of this Agreement.

The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and Charter provisions.

This Collective Bargaining Agreement is not an Agreement on the part of the Town to continue to conduct all of any part of its operations.

ARTICLE II

UNION SECURITY AND DUES DEDUCTION

Section 1. All employees as defined above shall have the right to join the Union. Employees who choose not to join the Union, however, and who are covered by the terms of this Agreement, may 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. Other than the payment of these service fees, those employees who do not choose to join the

Union shall be under no further obligation or requirements of any kind to the Union.

The Union agrees to accept into membership every employee covered by this Agreement who renders dues as a condition of acquiring and retaining membership.

Section 2. All employees who, on the effective date of this Agreement, are members of the Union, and all employees who become members thereafter shall, as a condition of employment, maintain their membership in good standing to the extent of paying the periodic dues uniformly required as a condition of the Union membership.

During the term of this Agreement, every employee in the bargaining unit who is not a member of the Union shall, as a condition of employment, on and after the effective date of this Agreement, pay to the Union a monthly service charge in the amount equivalent to the then current dues uniformly required for members of the Union. All new employees must remit, to the Union, any dues or initiation fees due after thirty (30) calendar days of employment.

Section 3. The failure of any employee to maintain membership or pay the service charge required of non-members in accordance with the terms of the Agreement, shall be considered a ground for dismissal, and upon notification by the Union of such failure on the part of any employee, the Town agrees to

discharge such employee, provided, however, that nothing contained herein shall be construed so as to place any obligation upon the Town to discharge any employee for failure to maintain membership in the Union if the membership was terminated for reasons other than the failure of the employees to tender the periodic dues and initiation fees uniformly required as a condition of maintaining membership.

Section 4. The Town shall deduct from the current wages of employees, in accordance with the express terms of a signed authorization to do so, the monthly dues of the Union or the service charges provided herein. Such deductions shall be made each pay period for which they are due and shall be forwarded to the Secretary-Treasurer of the Union monthly together with a list of employees for whom dues have been deducted. If any employee has no earnings due for that paycheck, the Union shall be responsible for collecting said dues. The Union will give the Town thirty (30) days' notice of any change in the amount of union dues to be deducted, and there shall be no more than two (2) such changes in any contract year.

Section 5. The Employer agrees not to enter into any agreement or contract with members of the bargaining unit, individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representative of

the Union, and any such agreement entered into shall be null and void.

Section 6. Sample Authorization Form

PUBLIC SERVICE EMPLOYEES' LOCAL UNION 1033
Providence, Rhode Island
Dues Deduction Authorization

I authorize you to deduct from my weekly pay the sum of _____ per week for Union dues payable to the Secretary-Treasurer of Local Union 1033.

_____	_____
Employee's Signature	Date
_____	_____
Employee's S.S. Number	Employee's Identification No.

_____
Address

Such authorization form, deduction, practices and procedures enumerated in this Article shall be in compliance with the requirements of all State laws and regulations regarding same.

The Employer will remit monthly, the deduction withheld weekly to the Secretary-Treasurer of Local Union 1033, 410 South Main Street, Providence, Rhode Island 02903 on Payroll Optional reports listing the employee's name, identification number, social security number, department number, and amount of dues deducted.

The Union shall indemnify and hold harmless the Employer for any and all claims, liabilities and costs incurred by the Employer as a result of the Employer's compliance with this Article II.

ARTICLE III

NONDISCRIMINATION

There shall be no discrimination against any employee by reason of race, color, creed, sex, age, national origin or Union membership.

The Employer and the Union affirm their joint opposition to any such discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in full utilization of an employee's skill and ability without regard to consideration of race, color, creed, sex, age or national origin.

No employee covered by this Agreement shall be discharged, laid off, demoted, suspended, transferred, or affected in any way because of political beliefs or lawful activities.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. The regular work week and hours of work for all employees covered by this Agreement shall remain as that in effect on July 1, 1993 and as follows.

Schedule A: Monday to Friday, with a one (1) hour lunch period.

Senior Municipal Court Clerk	Engineering Technician
Asst. Building Inspector	Public Safety Systems Administrator
Staff Engineer	Project Engineer
Systems Administrator	

Schedule B: Monday to Friday, with a one (1) hour lunch period.

Controller	Tax Collector
Information Resources Manager	Purchasing Manager
Tax Assessor	Program Coordinator*
Environmental Planning Specialist	Planning Technician

Schedule C: Monday to Friday, with a one (1) hour lunch period.

Waste Water Superintendent	Water Superintendent
Wastewater Maintenance Supervisor	Process Controller
Superintendent of Operations	

*denotes Flex workweek which incorporates existing weekend or evening work in lieu of weekday work at regular rate of pay.

Section 2. Overtime

(a) Employees listed in Schedule A above shall be compensated at their regular rate of pay for all hours worked or credited in excess of thirty-five (35) hour per week up to forty (40) hours per week and overtime compensation at 150% of the regular rate of pay for all hours worked or credited in excess of forty (40) hours per week.

(b) Employees listed in Schedule B above may earn, subject to the provisions herein, compensatory time off with pay for all hours worked or credited in excess of thirty-five (35) hours per

week at their regular rate of pay. Fifty (50%) percent of said compensatory time shall be documented and the additional fifty (50%) percent shall be treated in accordance with the existing policy of the Town Manager.

The Environmental Planning Specialist may elect to discharge compensatory time or be paid straight time for each hour worked in excess of 35 hours per week except when called back to work as provided in section three (3) below.

(c) Employees listed in Schedule C above shall earn overtime compensation at 150% of the regular rate of pay for all hours worked or credited in excess of forty (40) hours per week.

Section 3. (a) Call Back: Any Schedule B employee called into work for an unscheduled event outside his regular hours for a period of time that is not connected to regular hours shall be granted compensatory time off with pay in an amount of hours equal to one and one half times those hours worked but in any event shall be guaranteed four and one half hours of compensatory time. Any Schedule A and C employee called into work for an unscheduled event outside his regular hours for a period of time that is not connected to regular hours shall be paid at the rate of one and one half times his regular rate of pay for all such hours worked, but in any event, shall be guaranteed three (3) hours pay at the rate of one and one half times his regular rate of pay.

(b) When the Wastewater Superintendent or Water Superintendent are assigned to standby, they shall be eligible for four (4) hours pay at their regular rate for each day of such standby. When the Wastewater Superintendent or Water Superintendent are required to report to work while on standby status, they shall receive compensation as provided for in section 3(a) above in addition to the standby pay provided herein. The period of standby shall commence immediately upon the termination of the last regularly scheduled day and shall extend to the start of the shift time on the next regularly scheduled day.

Section 4. Coffee Breaks Employees shall receive one ten (10) minute coffee break during the first four (4) hours of their daily assignment and one ten (10) minute coffee break during the balance of their daily assignment, all with notification to the employee's Supervisor.

ARTICLE V

SALARIES AND HOURLY RATE SCHEDULE

Section 1. Effective July 1, 2014 at 12:01 am, all bargaining unit classifications shall receive a $1000 increase to the yearly base salary and, effective 12:02 am on July 1, 2014, a two percent (2%) wage increase. Effective at 12:01 am on July 1, 2015, all bargaining unit classifications shall receive a $1000 increase to the yearly base salary and effective

12:02 am on July 1, 2015, a two percent (2%) wage increase. Effective July 1, 2016, at 12:01 am, all bargaining unit classifications shall receive a $3000 increase to the yearly base salary and, effective 12:02 am on July 1, 2016, a two percent(2%) wage increase.

Section 2. In addition to the salaries listed in this Agreement, there shall be paid a longevity supplement. Longevity shall be computed as a percentage of salary and based upon employees' years of seniority in accordance with the table set forth below:

YEARS OF SENIORITY	PERCENTAGE OF SALARY
0-4	0%
5-9	1%
10-14	2%
15-19	3%
20-24	4%
25+	5%

Section 3. Effective July 1, 2007, the longevity supplement paid to employees after July 1, 2007 as set forth herein shall be included within the definition of "Average Final Compensation" as set forth in Section 16.1 of the Town of Narragansett Code of Ordinances.

ARTICLE VI

SENIORITY AND PROMOTION

Section 1. Definition. Seniority shall be defined as the total length of service with the Employer and shall begin to accrue following completion of the probationary period. Upon completion of the probationary period, seniority shall be based upon the employee's initial date of hire.

Section 2. New Employees covered by this Agreement shall serve a probationary period of six (6) months and during this probationary period, said new employees and the Union acting on behalf of said new employees, may not challenge imposed discipline, including termination through the grievance and arbitration provisions contained herein. During the probationary period, the Town shall have the complete discretion to determine whether or not to retain any probationary employee for any reason. Notwithstanding the foregoing, the Town, at its option, may extend the probationary period from six (6) months to one (1) year.

Section 3. Accumulation Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave.

Section 4. Break in Seniority. Seniority shall be considered broken only for the following reasons:

(a) When an employee has been discharged for just cause.

(b) When an employee voluntarily terminates his/her employment.

(c) When an employee exceeds an authorized leave of absence.

(d) When an employee fails to respond to a recall notice.

(e) When an employee engages in other work without authorization while on leave of absence.

(f) When an employee is laid off in excess of eighteen (18) consecutive months.

(g) Absent extenuating circumstances, when an employee fails to report an absence from work of five (5) consecutive working days within that period.

Section 5. It is understood that it is the employee's responsibility to advise the Town Manager of his/her current address and telephone number.

Section 6. Seniority Lists The Employer shall furnish the Union with a seniority list at least twice annually (January 1st and July 1st) of each year upon written request from the Union.

Section 7. Promotions Notice of all vacant positions within the bargaining unit to which the Town seeks to fill shall be posted on appropriate bulletin boards for five (5) working days.

Any employee who is interested in filling the vacancy shall apply in writing to the Human Resource Manager within seven (7) working days after the notice has first been posted.

The Town may promote the senior bargaining unit applicant who applies for the position and who has the qualifications required pursuant to the approved job description for the vacant position. Seniority shall prevail in bidding, but nothing

herein is intended to deprive the Town of its complete discretion to determine who is best qualified to perform the duties of any open position and to select the individual it deems best suited for the position, whether that person is an employee or not, all subject to the grievance procedure herein. Seniority shall be used by the Employer as a tiebreaker in the event the Town deems two or more candidates to be reasonably equal in terms of past performance, experience, discipline, education, attendance, and other relevant factors.

Seniority in the first instance shall be departmental seniority with preference to bargaining unit applicants from within the department that the vacancy exists.

Seniority in the second instance shall be town-wide seniority.

Section 8. Promoted employees shall serve a probationary period in the promoted position of thirty (30) working days during which time the promoted employee may be returned to their previous position for unsatisfactory performance or lack of qualifications subject to challenge through the grievance and arbitration provisions contained herein.

ARTICLE VII

HOLIDAYS

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

1/2 Day before New Year's Day	Victory Day
New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	1/2 before Christmas
	Christmas Day

Section 2. Whenever a holiday falls during the employee's vacation, said employee shall be compensated at his or her regular rate of pay and not in addition to vacation pay; and the employee shall not be charged vacation leave for the day of the holiday.

Section 3. In the event any designated holiday falls on an employee's day off, the employee shall be entitled to the holidays at the regular rate of pay.

Section 4. Employees temporarily absent due to injury suffered in the course of employment, or due to bona fide illness causing temporary absence, will not be charged for sick leave for a holiday.

Section 5. Employees absent on leave without pay shall not be eligible for Holiday pay.

ARTICLE VIII

VACATION LEAVE

Section 1. Any employee who has been in the employ of the Employer for more than six (6) months in the aggregate shall receive one (1) week vacation leave with pay.

Section 2. Any employee who has completed one (1) year of employment shall be entitled to two (2) weeks' annual vacation leave each calendar year with pay. Said vacation leave entitlement includes the one (1) week benefit provided above and this section shall not be construed to grant a new employee three (3) weeks of annual vacation during the first year of employment with the Town.

Section 3. Any employee who has completed five (5) years of employment shall be granted three (3) weeks' annual vacation leave each calendar year with pay.

Section 4. Any employee who has completed ten (10) years of employment shall be granted four (4) weeks' annual vacation leave each calendar year with pay.

Section 5. Any employee who has completed fifteen (15) years of employment shall be granted four (4) weeks' annual vacation leave plus one (1) additional day for each year of employment beyond fifteen (15) years each calendar year with pay, to a maximum of five (5) weeks annually.

Section 6. Employees may discharge vacation leave in hourly increments.

Section 7. Employees shall be allowed to carry over any unused vacation leave credits from one year to another up to a maximum of ten (10) days.

Section 8. Vacation leave shall be accounted for in hours, i.e. one (1) week vacation leave for a thirty-five (35) hour employee equals thirty-five (35) hours' vacation leave.

ARTICLE IX

PERSONAL LEAVE

Section 1. Employees covered by this Agreement shall be granted three (3) personal leave days with pay each fiscal year. Said leave may be discharged only upon approval by the Town Manager or his/her designee. In the event an employee does not use any sick leave within a six (6) month period (7/1 to 12/31) or (1/1 to 6/30), he/she shall be granted one (1) additional personal day off with pay for each such period, all to be discharged at the employees' discretion. Personal Leave not discharged may not be carried over to the next fiscal year. Personal leave for new employees shall be prorated based upon the number of months remaining in the fiscal year.

ARTICLE X

SICK LEAVE

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

(a) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his/her position.

(b) Attendance upon members of the family within the household of the employee, whose illness requires the care of such employee, provided that not more than seven (7) working days with pay shall be granted to employees for this purpose in any one calendar year.

(c) Enforced quarantine when established and declared by the Department of Health, or their competent authority for the period of such quarantine only.

Section 2. Sick leave with full pay for the employees of this bargaining unit shall be computed at the rate of one and one half (1-1/2) working days per month for each full month of service, not to exceed eighteen (18) days per year.

Such annual sick leave of eighteen (18) working days with pay, when not used, shall be cumulative, but the accumulated and unused portion of such sick leave, for discharge purposes, shall not exceed one hundred eighty (180) days at one time. Employees shall be paid for all sick leave accumulation beyond 180 days as

of December 1, and this payment shall be made in December each year.

Section 3. Sick leave shall be discharged in hourly increments. All sick leave shall be accounted for in hours in the same manner as a vacation leave.

Section 4. The Employer may require satisfactory evidence in support of any request for sick leave. Such evidence shall be required for each sick leave with pay covering an absence of more than three (3) consecutive working days.

Section 5. Employees who retire (FICA Retirement or vested employees in the Town Pension Plan) shall be entitled to a lump-sum payment equal to one hundred percent (100%) of the value of unused accumulated sick leave.

Section 6. The Town shall pay the Estate of any employee covered by this Agreement who deceases while on employee status, a lump sum equal to 100% of the value of unused accumulated sick leave. This benefit shall not exceed the value of 180 days.

Section 7. Any employee injured on the job who is receiving Workers' Compensation benefits shall not be charged with Sick Leave and shall receive regular wages provided said benefit checks are endorsed to and forwarded to the Town Treasurer.

Section 8. The Town may require, at its option, a doctor's certificate from any employee returning from sick leave in

excess of five (5) consecutive work days, certifying the employee's fitness for duty. The Town shall compensate affected employees with their out of pocket expenses associated with this exam.

ARTICLE XI

LEAVE OF ABSENCE

Section 1. It is agreed that upon written application an employee may be granted, at the discretion of the Town Manager, a leave without pay or other benefits, not to exceed six (6) months, subject to one (1) renewal not to exceed an additional six (6) months, for reason of personal illness, disability, or other purpose deemed proper and approved by the Employer. The granting of any such request for leave without pay shall not act as a precedent to be cited by the Union for any future request.

At the expiration of such leave, the employee shall be returned to the position from which he/she is on leave at the same step of the then current range for his/her class of position.

Seniority shall be retained during all leaves without pay.

Any employee who is on an unpaid leave of absence shall pay the full cost of his health and dental insurance during said leave unless the employer is required to pay such costs by applicable law. The leave shall not negate any rights pertaining to leave that arise out of state or federal law,

including but not limited to that leave provided by the Family and Medical Leave Act and the Rhode Island Parental and Medical Leave Act.

Section 2. Parental Leave. In addition to all benefits applicable by contract or law, an employee shall be granted a parental leave without pay and not to exceed one (1) year from the date of birth of the child, unless extended by the Employer. The employee shall notify the Town thirty (30) days in advance of the required leave. Sick Leave and Vacation Leave shall not accrue during this leave.

ARTICLE XII

BEREAVEMENT LEAVE

Section 1. All employees of the bargaining unit shall be allowed leave without loss of pay, when death occurs in an employee's immediate family, (i.e. employee's brother, sister, grandparents, in-laws of the same relation as aforestated, or other family members who lived in the employee's household) provided that in such cases the leave shall not exceed more than three (3) work days. Foster and step relatives of the same degree of kinship who live in the same household as the employee are included as among those whose death entitles the employee to leave not to exceed three (3) working days.

The death of the employees mother, father, legal spouse and children shall entitle the employee to leave not to exceed five (5) working days.

Section 2. All employees covered by this Agreement shall be granted one (1) day leave with pay to attend funeral services for aunts, uncles and cousins.

Section 3. In the event there is a death in the employee's family, but not, as defined above, the employee shall be granted time to attend the funeral service without loss of pay, to a maximum of one (1) day, provided that the leave is approved by the Town Manager or his/her designee.

ARTICLE XIII

JURY LEAVE

Section 1. An employee who is called for jury service in a court of law shall be excused from work for the days on which the employee serves and shall receive, for each such day of jury service on which the employee otherwise would have worked, the straight-time rate of pay for each hour of absence, less the amount received for jury duty.

ARTICLE XIV

MILITARY LEAVE

The Town shall apply the provisions of the Uniformed Services Employment and Re-employment Right Act (USERRA).

ARTICLE XV

SPECIAL TIME OFF

Section 1. The Union Negotiating Committee shall consist of not less than three (3) employees nor more than four (4) employees designated by the Union, two (2) of which shall be afforded time off with pay required to negotiate agreements when negotiations are scheduled during regular working hours.

Section 2. The Union shall submit to the Town, upon request, a list of designated Union stewards, not to exceed two (2), who shall be recognized as such by the Town in the departments and divisions indicated in the submission.

The Union may also be represented by representatives of Local Union 1033, International Representatives, and representatives of the Rhode Island Laborers' District Council with Legal Counsel.

Section 3. The Steward (one individual) and grievant shall be permitted reasonable time to investigate, present and process grievances on or off the property of the Employer within the Town of NARRAGANSETT, without loss of time or pay; provided, however, that the Steward or his/her alternate shall receive no compensation for time spent outside of regular work hours.

ARTICLE XVI

HEALTH AND WELFARE

Section 1(a) Effective July 1, 2014, all employees shall receive individual or family health care coverage under the Town's standard health care plan, a summary description of which is attached (hereafter "Standard Health Plan"). The Standard Health Plan shall have the following design features:

a. A $250 annual deductible plan, the deductible to be paid in full by the employee.

b. Point of delivery charges (co-pays): $15/$25 for medical office visits; $50.00 for "urgent care" visits; and $100.00 for hospital emergency room visits.

c. The employee shall pay 20% of all prescription drugs.

(b) The employer shall also provide employees who retire(d) after July 1, 1992 and before July 1, 2014 and their spouses the same coverage enjoyed while an active employee. The employer shall provide employees who retire(d) on or after July 1, 2014 and their spouses the coverage identified in section 1 (a) above. For those employees who retire after July 1, 2001, said coverage shall be effective through the last day of the month in which the employee becomes Medicare eligible and shall be effective for the employee's spouse through the last day of the month in which the employee's spouse becomes Medicare eligible. The coverage provided for herein to a retiree's spouse shall

only be provided if the retiree and spouse are married at the time of retirement and shall cease if divorced subsequently unless a Court Decree requires the retiree to provide medical coverage to his/her spouse.

(c) The coverage provided to employees who retire after July 1, 2001 as set forth in section (b) above shall convert to Blue Cross Plan 65 with regulation 46, fee for service prescription rider and major medical, along with Medicare Part B on the first day of the following month in which the employee became Medicare eligible. Upon submission of proof of enrollment, in June and December of each year the Town shall reimburse the Part B Medicare cost to retirees. The coverage provided herein to a retiree's spouse shall only be provided if the retiree and spouse are married at the time of retirement and shall cease if the parties divorce, unless a court decree required the retiree to provide medical coverage to his/her spouse.

(d) An employee who is hired prior to July 1, 2014 and who is eligible for and retires on or after July 1, 2014 shall enroll in and pay for Medicare Part B upon attaining eligibility, and shall thereafter receive through the Town one individual and one spouse Blue Cross Supplemental Plan 65 with 80/20 prescription rider, subject to the retiree's annual contribution to the cost of that plan at the same co-share as in

existence at time of retirements. Upon submission of proof of enrollment in Medicare, in June and December of each year, the Town shall reimburse the retiree and spouse for the cost of Part B. The coverage provided for herein to a retiree's spouse shall only be provided if the retiree and spouse are married at the time of retirement and shall cease if divorce subsequently unless a Court decree requires the retiree to provide medical coverage to his/her spouse.

(e) An employee who is hired on or after July 1, 2014 and who thereafter is eligible for and retires shall not receive any health insurance through the Town upon attaining eligibility for Medicare.

Section 2. With thirty (30) days' notice to the Union and all employees covered by this Agreement, the Town shall have the right at any time during this Agreement to provide equivalent benefits under different plans and from different providers, for any or all benefits in this Article.

Section 3. Alternative Health Option. Upon presentation of proof of alternative health care coverage pursuant to a non-Town paid plan satisfactory to the Town, employees eligible for paid health care insurance under this Agreement may choose not to be covered under the Town's group health insurance policies. Eligible employees enrolled in a family plan making this choice shall receive fifty percent (50%) of the Town's cost for family

plan coverage for each full contract year in which they are not covered for family coverage and those dropping individual coverage, the compensation shall be fifty percent (50%) of the Town's cost for individual coverage for each full contract year of noncoverage by a Town plan. The parties understand and agree that neither employees whose spouses are employed by the Town nor those who have not in the past chosen to be covered by Town policies shall be eligible for this benefit. For each year in which the employee opts out under this Section, he/she shall receive no coverage pursuant to this Article, except that employees may opt back into the plan in the event of a Major Life Event causing loss of alternative coverage, such as death or loss of employment of a spouse. Payments to employees under this provision shall be made at the end of each contract year, in arrears. If an employee has opted back into Town coverage during the course of a contract year, he/she shall be entitled to pro rata payment under this Section for that year. Payment by the Town shall be based upon the cost to the Town of the Plan the employee was enrolled in prior to opting out. Eligible employees must notify the Town of their election no later than June 30.

If any employee covered by this Agreement has a spouse also employed by the Town and the employee's spouse receives Medical and Dental benefits from the Town which also cover the employee,

then that employee shall not be entitled to any of the benefits provided for in Article XVI or XVII of this Agreement.

Section 4. Co-Share Contribution

(a) For all employees hired before July 1, 1996, 95 % of the expense of the health care coverage and dental benefits provided for in Articles XVI and XVII shall be borne by the Employer and 5% shall be borne by the employee. Effective July 1, 2015, 90% of the expense of said health care coverage and dental benefits shall be borne by the Employer and 10% shall be borne by the employee. Effective July 1, 2016, 85% of the cost of said health care and dental benefits shall be borne by the Employer and 15% shall be borne by the employee.

(b) For all employees hired on or after July 1, 1996, 80% of the cost shall be paid for by the Employer and 20% shall be paid for by the employee through regular payroll deductions.

(c) All employees who retire after January 1, 2011 shall be required to contribute 2% of their monthly pension benefit toward the cost of their healthcare, with the rest of the cost borne by the Town. All Employees who retire after January 1, 2012 shall pay 10% of the cost of their healthcare, with the rest of the cost borne by the Town. All employees who retire after January 1, 2013 shall pay

12% of the cost of their healthcare, with the rest of the cost borne by the Town. All employees who retire on or after July 1, 2014 shall pay the same percentage of the cost of their healthcare as they had on their last day of active employment, with the rest of the cost borne by the Town.

Section 5. Once the employees' dependents are no longer eligible for coverage the Town reserves the right to change an employees' health and dental coverage from a family plan to an individual plan or two (2) individual plans in the case of a surviving spouse.

ARTICLE XVII

DENTAL BENEFITS

Section 1. The Employer shall furnish Delta Dental Level I-IV coverage in a manner consistent with health care coverage as described in Article XVI, including copayment provisions for all active and retired employees and their families; provided, however, that employees and their spouses hired on or after July 1, 2014 shall not be provided the benefits identified in this Section 1 once they attain age 65.

Section 2. Notwithstanding the foregoing, with thirty (30) days prior notice to the Union, the Employer shall have the right at any time during this Agreement to provide substantially

equal dental benefits under a different plan than that specified in Section 1 and lieu thereof.

ARTICLE XVIII

LIFE INSURANCE

The Employer shall provide life insurance coverage for all employees in the amount of Fifty Thousand ($50,000) Dollars. Upon retirement, the Town shall continue to provide said benefit.

ARTICLE XIX

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances. It is mutually understood and agreed that all grievances of employees or the Union arising out of the provision of this contract shall be filed and processed as follows:

Section 2. The employee's Union steward (one individual) shall be guaranteed reasonable time off during working hours to seek to settle grievances without loss of pay. The Steward shall not receive compensation from the Employer for any time spent outside the regular work hours. An aggrieved employee shall have the right to Union representation, during the grievance procedure.

Step 1. The Employee shall present such grievance to his/her immediate Supervisor outside of the bargaining unit within five (5) days of the grievance event or knowledge

thereof. The immediate Supervisor shall have five (5) working days to respond to the grievance in writing.

Step 2. In the event the grievance is not satisfactorily adjusted, the Union shall present such grievance in writing to the Town Manager or his/her designee within five (5) working days from the receipt of the Step 1 response. The Town Manager or his/her designee shall have ten (10) working days to respond to the grievance in writing.

Step 3. In the event the grievance is not satisfactorily adjusted, the Union shall present such grievance in writing to the Personnel Appeals Board within ten (10) days from receipt of the Step 2 response. The Personnel Appeals Board shall have fifteen (15) working days to respond to the grievance in writing.

All time limits provided herein may be extended by agreement of the parties.

Section 4. If a grievance is not settled, such grievance may at the request of the Union or the Town, be referred to the American Arbitration Association in accordance with its rules then obtaining.

The Arbitrator's decision shall be final and binding upon the parties subject to the provisions of Title 28, Chapter 9, R.I.G.L. The expenses of such arbitrator shall be borne equally by the parties. The arbitrator shall have no power to

disregard, alter, amend, add or deduct from the provisions of this Agreement.

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

Any grievance which is not presented at Step 1 within five (5) working days excluding Saturdays, Sundays and Holidays, of the date of occurrence or knowledge thereof shall be deemed to have been waived. Failure of the Union to comply with the other Time limitations set forth in this Article shall also constitute a waiver of the grievance. Failure of the Town to respond timely at any step of the grievance procedure shall enable the Union to proceed to the next step, including arbitration.

ARTICLE XX

NO STRIKE/NO LOCKOUT

Cognizant of the statutory prohibition against strikes by employees covered by this Agreement, neither the Union nor any employees covered by this Agreement shall engage in, induce, cause, or encourage any strike, slowdown, refusal to perform duties (including collective absenteeism for alleged illness), work stoppage, or withholding of services of any kind for any reason during the life of this Agreement.

The Employer agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE XXI

PROTECTIVE CLOTHING, BULLETIN BOARDS, AND SAFETY, AUTOMOBILE ALLOWANCE AND COMPENSATION

Section 1. Protective Clothing/Clothing Allowance. The Employer shall provide required protective clothing for the Assistant Building Inspector, Engineering Technician, Process Controller, Water Superintendent, Wastewater Superintendent, Wastewater Maintenance Supervisor and Staff Engineer Project Engineer.

Section 2. Bulletin Boards. The Employer shall allow Bulletin Boards at the Union's expense in conspicuous places to be used solely for the posting of Union notices, rules and regulations.

Section 3. Safety. Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of employees and the public.

Section 4. Automobile Allowance. The Town shall provide a mileage allowance to employees who use their personal vehicles for Town business in the amount set by the United States General Services Administration (GSA). The amount shall be adjusted annually, each July 1, to the amount published by the (GSA).

Section 5. Compensation. Employees covered by this Agreement who are authorized by the Employer to work in a higher-rated classification in the Bargaining Unit shall receive the higher rate of pay, commencing with the start of the second consecutive day. In the event an employee starts the work day in a higher-rated classification, the employee shall receive the higher pay of that classification for the full day.

Section 6. Uniforms. For those employees required by the Employer to wear uniforms, the Employer shall provide such uniforms.

ARTICLE XXII

MISCELLANEOUS

Section 1. Pension Benefit.

(a) Employees covered by this Agreement shall continue to participate in the existing retirement system and shall enjoy the following enhanced benefits:

(i) Employees shall be eligible to retire after twenty (20) years of service, regardless of age; provided, however, that employees hired on or after July 1, 2014, shall be eligible to retire after twenty five (25) years of service regardless of age.

(ii) Employees shall annually receive a compounded cost of living adjustment of 3% effective July 1 of the year in which they turn 58 years old; provided,

however, that said cost of living adjustment for those employees who retire after January 1, 2012 shall be compounded until the pension received reaches $45,000 per year; thereafter, the cost of living adjustment shall be non-compounded after the pension benefit exceeds $45,000.

(b) In consideration of the foregoing, employees' contribution to the Town's retirement system shall be 11% of wages inclusive of the longevity supplement provided herein.

(c) For Employees hired on or after July 1, 2011, the amount of unreduced monthly retirement benefit shall equal the aggregate of 2% of the average final compensation multiplied by the member's years of credited service for all year sup to 20 years of service and 2.5% of the average final compensation multiplied by the member's years of credited service for all years in excess of 20 years with the maximum benefit not to exceed 75% of the Employee's average final compensation. For employees hired on or after July 1, 2014, the amount of unreduced monthly retirement benefit shall equal 2% of the average final compensation multiplied by the member's years of credited service, not to exceed 75% of the Employee's average final compensation.

Section 2. Discipline. The Town shall have the right to demote, discharge, suspend, or otherwise discipline any employee

for just cause. In addition to the reasons set forth in Section 54-165 of the Code of Ordinances of the Town of NARRAGANSETT, just cause shall also include, without in any way limiting this definition, drug abuse or intoxication on the job, larceny or conversion of the Town's property or the property of others within the work environment, or unwillingness to regularly report to work as scheduled and to work, in full, the hours scheduled, unless excused or on leave, engaging in criminal conduct, a strike, sabotage, or unwillingness to perform work assigned in a satisfactory manner.

Section 3. Effective January 1, 2011, the Town will implement an employee performance evaluation system. The purpose of the evaluation system is to provide feedback to employees through measurable, objective outcomes. Supervisors and employees in the bargaining unit will be trained in the use of the evaluation system. Performance evaluations will be completed by supervisors on or before the employee's anniversary each year.

ARTICLE XXIII

CHANGES OR AMENDMENTS

Seciton 1. No agreement, understanding, alteration or variation of the terms and provisions of this Agreement shall be effective unless made and executed in writing by both parties. Failure of the Employer or the Union to exercise any rights they

have under this Agreement or to insist in any one or more instances upon performance of the terms and conditions of this Agreement by the other party, shall not be construed as a waiver or relinquishment of the right of the Employer or the Union to exercise any rights they have under this Agreement or to require future performance of any of the terms or conditions of this Agreement by the other party, and the obligations of the Employer and the Union to comply with this Agreement shall continue in full force and effect.

ARTICLE XXIV

SEVERABILITY

Section 1. Should any final decision of any Court or Tribunal of competent jurisdiction affect any provision of this Agreement, only the provision so affected shall become null and void; otherwise, all other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXV

DURATION OF AGREEMENT

Section 1. The terms and conditions of this Agreement shall be effective for an initial agreement covering the period of July 1, 2014 to June 30,2017, and from year to year thereafter unless either party at least one hundred and twenty

(120) days prior to June 30, 2017, gives notice in writing to the other party of its intention to terminate this Agreement, in which event this Agreement shall terminate at the end of the contract year in which said notice is given. In the event that such notice is given, negotiations shall begin immediately, no later than sixty (60) days prior to the termination of the Agreement.

Section 2. The provisions of the preceding section shall not prevent the parties, by written Agreement, from extending any portion of this Agreement, after the one hundred twenty (120) day notice has been given for any agreed upon period beyond its expiration date.

IN WITNESS WHEREOF, the parties herein have caused these presents to be signed by their duly authorized representatives on the 23rd day of March, ~~2014~~ 2015.

TOWN OF NARRAGANSETT
RHODE ISLAND

MMannix

MATTHEW MANNIX
President, Town Council

RHODE ISLAND LABORERS'
DISTRICT COUNCIL OF THE
LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA
ON BEHALF OF LOCAL UNION 1033

MICHAEL F. SABITONI
Business Manager
410 South Main Street
Providence, RI 02903

Pamela T. Nolan

PAMELA T. NOLAN
Town Manager

WITNESSED:

Karen L. O'Donnell

LOCAL UNION 1033
Providence, Rhode Island

Ronald Coia

RONALD R. COIA, ESQ.
Business Manager
410 South Main Street
Providence, RI 02903

CLASSIFICATIONS

Senior Municipal Court Clerk
Engineering Technician
Wastewater Maintenance Supervisor
Program Coordinator
Environmental Planning Specialist
Purchasing Manager
Tax Collector
Assistant Building Inspector
System Administrator
Public Safety Systems
Administrator
Process Controller
Staff Engineer
Project Engineer
Information Resources Manager
Wastewater Superintendent
Water Superintendent
Controller
Tax Assessor
Superintendent of Operations
Planning Technician

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

7/1/14 STANDARD PLAN

100/80 250 Coinsurance Plan

Understanding

Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

$250 per individual plan;
$500 per family plan in network

$1,000 per individual plan;
$2,000 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).

$750 per individual plan;
$1,500 per family plan in network

$3,000 per individual plan;
$6,000 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 Service	What You Pay In-Network	What You Pay Out-of-Network
Preventive Care • Adult preventive care • Child preventive care • Immunizations • Preventive lab, X-ray, and imaging	$0 per visit	20% per visit after deductible
Primary Care Office Visits • Adult primary care • Adult gynecological exam • Pediatric primary care	$15 per visit	20% per visit after deductible
Specialist Office Visits • Specialty care • Chiropractic (limit 12 visits per year) • Routine eye exam (limit 1 visit per year)	$25 per visit	20% per visit after deductible
Outpatient Services • Diagnostic lab, x-ray, and imaging	$0 per visit	20% per visit after deductible
• Medical/surgical care • High-end radiology (e.g., MRI/CT/PET), nuclear medicine and sleep studies	0% per visit after deductible	20% per visit after deductible
Inpatient Services • Hospitalization • Maternity • Mental Health • Chemical dependency • Rehabilitation (limit 45 days per year)	0% per visit after deductible	20% per visit after deductible
Hospital Emergency Services	$100 per visit	$100 per visit
Urgent Care	$50 per visit	$50 per visit

continued

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.

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

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

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.

Your Prescription Drug Plan

Your prescription drug plan divides all covered drugs into two different levels (tiers).

Tier 1 and Tier 2 drugs are listed in the Preferred Drug List, which can be found on **BCBSRI.com**.

		Coinsurance 30-day supply	Mail Order 90-day supply
Tier 1	Low cost generic drugs (mandatory)	20%	20%
Tier 2	Higher cost generic and preferred brand name drugs	20%	20%

Prescribed over-the-counter aspirin, folic acid, iron supplements, and smoking cessation medications purchased at a retail pharmacy are covered at 100% according to federal guidelines.

- ***Infertility drugs, including oral and injectable drugs, are covered with a 20 percent coinsurance.***
- ***Coinsurance is based off the retail cost of the drug.***

Filling Prescriptions

Network retail pharmacies. Our network includes approximately 64,000 retail pharmacies. Please visit BCBSRI.com for our participating pharmacy directory.

Mail order through CVS Caremark. You can order up to a 90-day supply of most non-maintenance medications and maintenance medications with a 20 percent copayment of the total retail cost.

- You can access CVS Caremark by logging in to BCBSRI.com. Select "Pharmacy" on the left hand side of your member homepage and follow the prompts from there.
- You can also call CVS Caremark at 1-866-329-3053 (TDD 1-800-231-4403).
- To request a mail order brochure, please contact BCBSRI Customer Service.

Out-of-Network Pharmacies

If you have a prescription filled at a non-participating pharmacy, you must pay for it in full at the time of purchase. You will be reimbursed at 50 percent of our allowance.

Generic Incentive

Some brand name drugs have generic equivalents. If a drug has a generic equivalent, your prescription drug plan covers the retail cost of the generic drug, less your applicable coinsurance. If you choose to purchase the brand name drug, you will be responsible for the difference in cost between the brand name and its generic equivalent.

Saving Money on Prescription Drugs

Choose generic drugs. Generic drugs have the same active ingredients as their brand name equivalents, and are approved by the U.S. Food and Drug Administration (FDA). Ask your doctor if you can take a generic drug.

Choose over-the-counter drugs whenever possible. Over-the-counter drugs (OTCs) are medications that do not require a prescription. Most are less expensive than their prescription equivalents, but have the same active ingredients. Ask your doctor if an OTC drug is available for you.

Choose a lower-cost drug within the same class when appropriate. All drugs are grouped into classes, based on the medical conditions they treat. These drugs, though, are not necessarily in the same tier under your prescription drug plan. If you are taking a high-cost drug, there may be a less expensive alternative drug that is in the same drug class. Ask your doctor if a lower-cost alternative is available.

Half-tab program: With your physician's approval, you can have certain prescriptions filled at double the strength, get half the amount of pills and only pay half the amount of your drug copayment. You will be provided a pill splitter with this voluntary program and will take a half-tablet dosage instead of a whole pill. Consult with your physician to see if this practice is safe for the medications and dosages prescribed to you.

If you have any questions related to your prescription drug program, please call us at the appropriate number below.

Customer Service for BlueCHIP plans: (401) 274-3500 (within RI) or 1-800-554-0586 (outside of RI only)

Customer Service for HealthMate Coast-to-Coast Plans: (401) 459-5000 (within RI) or 1-800-639-2227 (outside of RI only)

Telecommunications Device for the Deaf (TDD): 1-888-252-5051

www.BCBSRI.com

This insert provides a general summary of your prescription drug program. It is not a contract. For details of your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement.

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.

09/11 [illegible]

DELTA DENTAL

TOWN OF NARRAGANSETT

Product Name: Delta Dental PPO/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 5858-0050. 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
- Sealants for children under age 14, once every 24 months on unrestored permanent molars
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. 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 80%; Member Coinsurance 20%

- Periodontal maintenance following active therapy - two per year
- Bridges, build ups, posts and cores, crowns over implants - 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 36 months (bone grafts are not covered).
- Gingivectomies once per site every 36 months.
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months

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.

DELTA DENTAL

- 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.