

A G R E E M E N T

BETWEEN

TOWN OF LINCOLN, RHODE ISLAND

AND THE

RHODE ISLAND LABORERS' DISTRICT COUNCIL
OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

ON BEHALF OF

LOCAL UNION 1033

EFFECTIVE: JULY 1, 2023 THROUGH JUNE 30, 2026

DEPARTMENT OF PUBLIC WORKS EMPLOYEES

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AGREEMENT

This Agreement is entered into this 1st day of July 2023, by and between the TOWN OF LINCOLN, RHODE ISLAND, hereinafter referred to as “Employer” and the “RHODE ISLAND LABORERS’ DISTRICT COUNCIL ON BEHALF OF PUBLIC EMPLOYEES’ LOCAL UNION 1033, Providence, Rhode Island, of the Laborers’ International Union of North America, hereinafter referred to as the “UNION”, and is effective for the period of July 1st, 2023 through June 30th 2026.

P R E A M B L E

Section 1. 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.

Section 2. 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 the respective rights of both the Employer and the Employees.

Section 3. This agreement shall be binding on the parties until 12:01 a.m., July 1st, 2026 or until such later time and date to which the parties may agree.

DECLARATION OF PRINCIPLES

The Employer agrees that it will not discharge or discriminate against a member of the bargaining unit as a result of membership or lawful activity in or on behalf of the Union. The Employer and the Union further agree that there will be no discrimination against any employee for declining membership or refraining from engaging in any activities of the Union protected by the *Rhode Island State Labor Relations Act* or any other applicable law. The Employer and the Union agree that they will continue policies of nondiscrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age or sexual orientation or preference. All references to the employee covered by this agreement, as well as 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 employees.

ARTICLE I UNION RECOGNITION

Section 1: The employer recognizes that the Rhode Island Laborers' District Council on behalf of Local Union 1033 of the Laborers' International Union of North America, is the exclusive representative for all employees in the bargaining unit as established by the Rhode Island State Labor Relations Board as a result of a petition submitted in Case Number EE-1898, excepting those employees as may be lawfully excluded from the bargaining unit.

Section 2. The Employer agrees not to enter into any agreements or contracts with its employees covered by this Agreement, individually or collectively, nor negotiate or bargain with them. There shall be no individual

agreements with employees covered by this Agreement and any such agreements or contracts shall be null and void.

ARTICLE II
UNION SECURITY

Section 1. The Employer shall deduct from the wages of employees covered by this Agreement, in accordance with the express terms of a blanket authorization form provided by the Union and signed by an individual employee, the monthly dues of the Union for employees who chose to join the Union. In addition, the Town shall deduct from employees' wages, in accordance with the terms of an authorization provided by the Union and signed by the employee, a monthly voluntary contribution to the Union for any employee who wishes to contribute and declines to be a member.

Section 2. 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 3. The Employer agrees to deduct membership dues in an amount designated in writing by the Union's Secretary-Treasurer from the weekly pay of each employee who authorizes such deduction in writing as provided in this section. Deductions shall be made weekly from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Employer to do so in writing with the

"Dues Deduction Authorization" form, to be furnished to the Employer as set forth below:

PUBLIC 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.

Date

Employee's Signature

Employee's S.S. Number

Employee's ID 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 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, department number, and amount of dues deducted.

Section 4. New Employees shall remain probationary until after completion of one hundred eighty (180) calendar days from the date of hire. Such

Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time during the probationary period in the sole discretion of the Employer and neither the reason for nor the disciplinary action, discharge, layoff or dismissal may be subject to the grievance or arbitration procedure. This probationary period shall not be used by the Employer to use probationary Employees to circumvent contractual rights of permanent Employees.

Section 5. It is agreed and acknowledged that bargaining unit work may be performed only by bargaining unit members, except that supervisors may perform bargaining unit work in the following circumstances: if the work is related to training a bargaining unit employee, if the work responds to an emergency, or if the work is necessitated by unforeseen circumstances requiring prompt action and not lasting more than thirty (30) minutes in duration.

Section 6. The Employer shall also deduct from the wages of each employee who voluntarily authorizes the Employer to do so in writing, a contribution to the Public Employees Political Action Committee in the amount of 2¢ per hour worked or for which wages are received in accordance with this Collective Bargaining Agreement. Said deduction shall be remitted to the chairperson of said PAC.

Section 7: The Union shall indemnify, defend and hold harmless the employer and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) that shall arise

out of or by reason of action taken or not taken by the Employer in compliance with the provisions of this Article.

ARTICLE III
STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration, or variation of the terms or provisions of this Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. Failure of the Employer or the Union to insist in any one or more incidences upon performance of the terms and conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or the Union of future performance of any such terms or conditions and the obligations of the Union and the Employer to such future performance, shall continue in full force and effect.

ARTICLE IV
UNION ACTIVITIES

Section 1. The union negotiating committee shall consist of up to three (3) members of the bargaining unit together with other persons outside of the bargaining unit desired necessary by the Union. Members of the negotiating committee shall be excused from duty with pay for participation in negotiations between the Union and the Employer.

Section 2. The Union shall furnish the Town Administrator and the appropriate department heads with a written list of stewards, and shall, as soon as possible, notify said appropriate Town officials in writing of any changes

therein. Only those who are officers and stewards shall be recognized by the Town for the purposes of meetings, and the Town shall not be required to recognize any other employee as a steward or Union representative unless the Union informs the Town Administrator of the employee's name and designation in writing.

The Union may be represented by International Representatives, representatives of the Rhode Island Laborers' District Council and/or Counsel.

ARTICLE V MANAGEMENT RIGHTS

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

Section 2. The rights of the Employer through its management officials, shall include, but are not limited to the following: (a) the right to determine its mission, policies and set forth all standards of service offered to the public; (b) to plan, direct, control and determine the operations or services to be conducted by its employees; (c) to determine the methods, means, number of personnel needed to carry out the department's mission; (d) to direct the working forces, including the right to assign work or overtime; (e) to hire and assign or transfer employees; (f) to promote, suspend, discipline or discharge for just cause; (g) to layoff or relieve employee pursuant to the provisions of this contract due to a bonafide lack of work or funds; (h) to make, publish and enforce rules and

regulations which do not conflict with this Agreement.

Section 3. No provision of this Agreement shall be applied or construed to limit, impede or abridge any of the Employer's statutory, charter or other lawful authority or obligations.

ARTICLE VI SUB-CONTRACTING

Section 1. The Employer agrees that it will not sub-contract any work now performed by the employees of the bargaining unit to any outside private contractor, with the exception of Refuse Collection, where said work will result in the displacement of any employees covered by this Agreement.

Section 2. Prior to the implementation of a departmental reorganization or prior to the abolition of a department, the Town and the Union agree to meet and discuss the reasonableness or necessity of such proposed change.

ARTICLE VII SENIORITY AND PROMOTIONS

Section 1. Definition. Seniority shall be defined as total length of employment in the Department of Public Works.

Section 2: Accumulation – Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave. In the event of a layoff, seniority shall not accumulate but shall be retained as of the last day of full time employment with the Town.

Section 3. Seniority shall be broken only when an employee terminates voluntarily, is discharged for just cause, is laid off for a period in excess of thirty-

six (36) months or exceeds an authorized leave of absence. Upon the completion of the probationary period, seniority shall be acquired by a full-time employee as of the first day of employment.

Section 4. Stewards shall be considered the senior person in their respective departments for purposes of layoff only.

Section 5: Permanent vacancy – For the purpose of this article, a permanent vacancy is created when the Town determines to increase the work force or to fill any position vacated by bargaining unit personnel.

Section 6: Posting – Notice of permanent bargaining unit vacancies shall be posted and maintained on the Public Works Bulletin Board for three working days. Such notice shall state the position, classification, the shift, the work location and the assignment and the rate of pay for the job.

Section 7: Any bargaining unit employee who has completed his probationary period may apply in writing for the permanent vacancy to the Director of Public Works through the Personnel Department within seven (7) working days of its posting. The vacancy shall be filled on the basis of qualifications and ability. Where qualifications and ability are relatively equal, seniority shall be the determining factor.

Should a question arise of the decision made by the Town in the question of the ability, this shall constitute a grievance and be submitted to the grievance and arbitration procedure included in this Agreement.

Section 8: Reduction in Work Forces. In the event a reduction in forces is required, the most junior employee in the classification shall be subject to

layoff. The employee thus affected may exercise his seniority in his department in any equal or lower-rated classification, provided he has the ability to perform the duties of the classification. If he is unable to exercise his seniority within his department, he may exercise his seniority in any equal or lower-rated classification in the bargaining unit provided he has the ability to perform the duties of the classification after a break-in period of five (5) work days. Similarly, an employee who has been downgraded or laid off as a result of a reduction in forces shall be recalled to his former classification in accordance with his seniority.

ARTICLE VIII
PROMOTIONS TO SUPERVISORY POSITIONS

Section 1. Definition. A supervisory position for the purpose of this Agreement shall be sanitation foreman, highway foreman, and working supervisors.

Section 2. The Town agrees to fill all promotions to supervisory positions from among the best qualified within the Department of Public Works.

Section 3. The Town agrees that the first consideration will be given to fill the vacant position from within the Department of Public Works. Should the Town determine there are no qualified employees within the Department of Public Works, it may fill the position from outside the bargaining unit.

Section 4. The Town agrees that when detailing employees to higher level duties for potential promotion, selection will be made from among the best qualified Town employees. The Town further agrees that temporary promotions

will be utilized when feasible in temporary replacements or supervisory personnel or in determining potential for promotion.

ARTICLE IX
WAGES

Section 1: Wage schedule in Addendum A, shall reflect the below modifications.

(a) Wages for all employees covered by this Agreement shall be increased as follows:

July 1, 2023	3.5% across the board increase
July 1, 2024	4.0% across the board increase
July 1, 2025	4.0% across the board increase

Section 2: The following stipends shall be paid in two (2) equal installments on January 1st and July 1st as follows:

- CDL - \$1500/year.
- Hoisting Engineer's License - \$1500/year
(applicable only to 2 existing HEOs).
- ASE - \$1500/year (applicable only to 2 members who currently hold license).
- Pesticide/Fertilizer certification - \$300/year.

In addition to the foregoing stipends, the employer shall provide a \$50 per week stipend to one (1) Mechanic, one (1) Light Equipment Operator and one (1) Heavy Equipment Operator beginning November 15 and ending March 15 for the

purpose of responding to snow events. In the event any recipient of the call were to report to duty as a result of an such call, he shall also be compensated in accordance with the terms of the collective bargaining agreement.

Section 3. Longevity. Full-time employees covered by this Agreement shall receive a longevity benefit as follows:

- 5% over their base salary after 5 years of service.
- 6% over their base salary after 10 years of service.
- 7% over their base salary after 15 years of service.
- 8% over their base salary after 20 years of service.
- 8-1/4% over their base salary after 25 years of service.
- 9% over their base salary after 30 years of service.

For purposes of computing longevity benefits for employees covered by this Agreement, the initial date of employment shall be the determining date for longevity benefits.

Section 4. For the purposes of this Agreement, a full-time employee shall be defined as any employee who works or is credited with a minimum of forty (40) hours per week.

Section 5. The parties shall establish a joint Labor-Management Salary and Job Description Review Committee, the purpose of which shall be to (1) review current job descriptions of bargaining unit positions and to (2) review current salaries of bargaining unit positions and compare them to similar salaries in similar classifications in towns similar to Lincoln. The committee shall be comprised of two (2) Union representatives appointed by the Union's Business Manager and two (2) Town representatives appointed by the Town Administrator. Upon completion of the review identified above, the Committee shall develop a set of recommendations which shall be transmitted to the Union's Business

Manager and the Town Administrator by February 15, 2024. The recommendations shall in no way be binding to the Town and Union, but rather shall serve as the basis upon which the Union and the Town by agreement may alter job descriptions and/or salaries. In the event the Town and the Union were to adopt any of the committee's recommendations, said adoption shall occur no later than July 1, 2024.

ARTICLE X
HOURS OF WORK

Section 1: (a) A regular work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. A regular work shift for day workers shall commence at 7:00 a.m. and shall finish at 3:30 p.m., with one-half (1/2) hour for lunch period. Employees covered by this Agreement shall be guaranteed a minimum forty (40) hour work week for fifty-two (52) consecutive weeks per year.

(b) Second Shift. The Employer may at its discretion schedule a maximum of three employees for work from 3:30 p.m. to 12 midnight. Said employees will be granted a 50¢ per hour shift differential for this work and the Employer must give a minimum of one week's notice to the employee before scheduling them to the 3:30 p.m. to 12 midnight shift.

Section 2. Overtime.

(a) Time and one-half shall be paid for all hours worked by full-time employees outside of their regular workday.

(b) Time and one-half of the regular rate of pay shall be paid for all work performed on Saturdays and Sundays.

In the event a holiday falls during an employee's workweek, the holiday shall be

considered as part of the workweek for the purpose of computing overtime.

(c) Overtime work shall be equally distributed among employees in each department based on the work he customarily and ordinarily performed during that week. A list of eligible employees of each department shall be posted and maintained by the Superintendent and the Steward of each department. A record of overtime shall be maintained by the department head and the Steward of each department and said list shall be made available to the Steward and posted on an appropriate department bulletin board.

(a) Section 3. Any employee who is notified during his regular working hours that he is to report to work for his next regularly scheduled shift at a time earlier than it is otherwise scheduled to begin and connected to his regularly scheduled shift shall be paid at the rate of time and one half for all such hours actually worked prior to the commencement of the next regularly scheduled shift.

(b) Any employee who is notified outside his regular hours to report to work prior to the beginning of his next regularly scheduled shift or who reports to work during any period of time not connected to his regularly scheduled shift shall be paid at the rate of time and one half for a minimum of four (4) hours.

(c) Any employee who works beyond the end of his regularly scheduled shift shall be paid at the rate of time and one half his regular rate of pay for all such hours worked; provided, however, that any employee who works more than half of any hour during such time period shall be paid for the

full amount of such hour.

Section 4. Employees covered by this Agreement who are required to work in a higher rated classification for at least four (4) hours shall receive the higher rate of pay.

Section 5. An employee's work day or work week shall not be reduced in the event an employee is required to work overtime beyond his regular work day or work week.

Section 6: An employee who discharges sick leave that equals fifty (50) percent of his regular work week as of the time that the overtime opportunity occurs, shall not be offered or be eligible for overtime during that workweek unless the entire list, including agreed to alternate lists of eligible employees, is exhausted. Said employee shall remain in the existing location on the overtime list and become eligible for the following workweek for any overtime unless his absence disqualifies him under this section.

ARTICLE XI HEALTH & WELFARE

Section 1. The Town shall provide Health Care benefits from any provider that meets the plan as described in the attached benefit summary Addendum B.

- Employees hired on or after July 1, 1995, and who elect an individual plan, shall be required to contribute to the cost of healthcare in the amount of one thousand two hundred dollars (\$1,200) per year with the remaining amount of the premium paid by the Town.

- Employees hired on or after July 1, 1995, and who elect a family plan, shall be required to contribute to the cost of healthcare in the amount of three thousand dollars (\$3000) with the remaining amount of the premium paid by the Town.
- Employees hired prior to July 1, 1995, and who elect an individual plan shall be required to contribute to the cost of healthcare in the amount of nine hundred fourteen dollars and seventy-nine cents (\$914.79) with the remaining amount of the premium paid by the Town.
- Employees hired prior to July 1, 1995, and who elect a Family plan shall be required to contribute to the cost of healthcare in the amount of two thousand two hundred and three dollars and seventy-three cents (\$2,203.73) with the remaining amount of the premium to be paid by the Town.

The utilization co-pay amount for doctor's visits shall be fifteen (\$15) dollars, the utilization co-pay amount for specialists shall be twenty-five (\$25) dollars, the utilization co-pay for urgi-care centers shall be fifty (\$50) dollars, and the utilization co-pay amount for Emergency Room visits shall be one hundred (\$100) dollars.

Section 2: Dental Benefits. The Town shall provide Dental benefits from any provider that meets the plan as described in the attached benefit summary Addendum C.

Employees hired on or after July 1, 1995, shall be required to contribute to the cost of dental in the amount of twenty percent (20%) of the premium paid by the Town.

Employees hired prior to July 1, 1995 shall be required to contribute to the cost of dental in the amount of ten percent (10%) of the premium paid by the Town.

Section 3. Medical Coverage Reimbursement. Upon presentation of proof of alternative health care coverage, employees eligible for health care insurance under this Agreement may choose not to be covered under the Town's group health insurance policies. Eligible employees making this choice shall receive the sum of \$2,500. However, when a member of the bargaining unit and a spouse or qualifying family member are both employees of the Town, said bargaining unit member or his or her spouse or qualifying family member shall not be eligible for reimbursement under this provision.

For each year in which the employee opts out under this Section, he/she shall receive no coverage pursuant to Sections 1 and 2 above, 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 a pro-rata payment under this Section for that year. Employees electing this option must inform the Town no later than June 1.

Section 4. Drug, Prescription and Vision Care. In order to provide each employee covered by this Agreement and their dependents drug/prescription and vision care benefits, the Employer agrees to enroll members of the bargaining unit into the Town's prescription plan which shall thereafter become part of the healthcare benefits provided by the Town pursuant to this section. Upon said enrollment, the Town shall cease its contributions to the "Rhode Island Public Employees' Health Services Fund". The corresponding utilization co-pays associated with this prescription plan / rider shall be 7/25/40.

Section 5. Life Insurance. The Employer shall furnish each full-time employee covered by this Agreement Thirty Thousand Dollar (\$30,000.00) Term Life Insurance.

Section 6. Pension.

(a) For the purpose of providing retirement benefits for employees covered by this agreement, the Employer, for each day or portion thereof for which an employee receives pay, shall make a contribution to the Laborers' International Union of North America National (Industrial) Pension Fund (the "Fund"). The current contribution rate to said Fund is \$3.38/hr.

(b) For purposes of this Article, each day paid for, including days of paid vacation, paid holidays and other days for which pay is received by the employee in accordance with this Agreement shall be counted as days for which contributions are payable.

(c) Said sums shall be paid into the Fund not later than the Twentieth (20th) day of each month and up to the end of the last complete payroll period of the preceding calendar month.

(d) The Union reserves the right to remove employees whose wages, hours and working conditions as set forth in this Agreement if the Employer has failed to remit to the aforementioned Pension Fund monies dues to the Fund within the time for payment thereof.

(e) Effective July 1, 2019, the Employer will match Employee contributions to a voluntary pre-tax Employee Deferred Compensation 457 Plan

up to a maximum of \$10/wk. per Employee.

ARTICLE XII
HOLIDAYS

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

1/2 day before New Year's	Victory Day
New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Thanksgiving Day	
Memorial Day	1/2 day before Christmas
Juneteenth	Christmas Day
Fourth of July	

In addition to the foregoing Holidays, employees shall be granted a floating Holiday, the scheduling of which shall be subject to the approval of a supervisor. Should Christmas Day and New Year's Day fall on a Saturday, the employees shall be granted a ½ day off with pay on the preceding Friday and a full day off with pay on the succeeding Monday.

Should Christmas Day and New Year's Day fall on a Sunday, the employees shall be granted a ½ day off with pay on the preceding Friday before Christmas Day and a full day off with pay on the succeeding Monday after Christmas Day and a full day off with pay on the succeeding Monday after New Year's Day.

Should Christmas Day and New Years Day fall on a Monday, the employees shall be granted a full day off with pay on said days and a half day off with pay the preceding Friday before Christmas.

With the exception of Christmas and New Year's Day, if any of the

aforementioned holidays fall on either a Saturday or Sunday, the employees shall be granted a full day off with pay on the succeeding Monday.

If a holiday is worked, each employee shall be paid in addition to the above-mentioned holiday pay at the rate of time and one-half his regular rate of pay for all hours worked.

Employees covered by this Agreement may, with 48 hours written notice (24 hours written notice, for emergency situations, if approved by the Personnel Director) for each instance to the Department Director, use up to two (2) personal days each fiscal year for personal affairs. Said personal days shall not be deducted from sick leave.

In order to be eligible for Holiday pay an Employee must be on the job and available for work his last full scheduled workday before, and his first scheduled workday after the holiday except in the cases of an authorized day(s) of absence.

ARTICLE XIII VACATIONS

All employees covered by this Agreement shall receive the amount of vacation leave with pay as outlined in this Article.

Section 1. Any employee who has completed one (1) year of employment or more with the Town of Lincoln shall receive two (2) weeks' vacation with pay.

Section 2. Any Employee who has completed five (5) years of full-time employment or more with the Employer shall receive three (3) weeks' vacation with pay.

Section 3. Any Employee who has completed ten (10) years of full-time

employment or more with the Employer shall receive four (4) weeks' vacation with pay.

Section 4. Any Employee who has completed fifteen (15) years of full-time employment or more with the Employer shall receive five (5) weeks' vacation with pay.

Section 5. Any Employee who has completed twenty-five (25) years of full-time employment or more with the Employer shall receive six (6) weeks' vacation with pay.

Section 6. Any Employee who has completed thirty-five (35) years of full-time employment or more with the Employer shall receive seven (7) weeks' vacation with pay.

Section 7. Seniority within the department shall be the determining factor in the selection of vacation leave where one or more Employee requests the same time.

Section 8. Vacation time shall be scheduled with the permission of the respective department head and shall not be unreasonably withheld when consistent with continued efficient operations.

Section 9. Vacations must be taken during the fiscal year in which it is earned and may not accumulate.

Section 10. Vacation time may not be discharged in less than one-half (1/2) day increments.

ARTICLE XIV SICK LEAVE

Section 1. All members of the bargaining unit, regularly employed continuously for at least six (6) months, shall be entitled to sick leave with pay. Paid leave

cannot be discharged during the probationary period. However, sick leave accrual shall be retroactive to the first day of employment upon successful completion of the probationary period.

Sick leave shall be granted for the following reasons only:

(a) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his or 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 (1) calendar year.

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

Section 2. Sick leave with full pay for the members of this bargaining unit shall be computed at the rate of one and one-half working days per month.

Section 3. All employees covered by this Agreement shall accumulate a maximum of two hundred (200) days on the prescribed method included in this Article.

Section 4. Any employees with at least ten (10) years of employment with the Town of Lincoln who contracts a serious illness may be granted, with the approval of the Town Administrator, ninety (90) days sick leave in addition to his accumulated leave as of the date that said illness occurs.

Section 5. Any Employee covered by this Agreement shall receive a cash reimbursement for all unused sick leave upon retirement (defined as qualifying for and receiving a retirement benefit under this Agreement Plan) provided,

however, that the reimbursement shall not exceed the value of one hundred and fifty (150) days of sick leave; provided, however, that any days in excess of one hundred and five (105) shall be paid at half value. In the case of death, accumulated sick leave, not to exceed one hundred and five (105) days shall be paid to the surviving spouse, if one, if not to surviving children equally, if none, in accordance with the Rhode Island Descendant and Distribution Statute.

Effective July 1, 2009, in lieu of the afore-stated reimbursement upon retirement, new employees who have completed at least three (3) years of continued service or have thirty-six (36) days of accumulated sick leave at the end of the fiscal year shall receive five (5) days of their rate of pay as a sick leave buy-out. They will receive this each subsequent year as long as they have accumulated an additional ten (10) sick days per year. Effective July 1, 2009, present employees who meet the above criteria may, permanently opt into the sick leave buy-out alternative.

Section 6. Any employee who discharges more than three (3) consecutive days of sick leave or more than ten (10) undocumented sick days in a year, shall be required to submit a physician's certificate or other satisfactory evidence to the Employer to justify said absence. Any such certificate must be signed by the Employee's duly licensed physician, may be on the form entitled "Health Care Provider Certificate" which is attached hereto as Addendum D and made a part hereof and must include confirmation of the employee's functional impairment to perform his regular duties and responsibilities

Section 7. The Union and employees acknowledge and agree that regular and predictable attendance is indispensable and essential functions of each

bargaining unit position. Willful violation of any of the sick leave provisions contained herein or the willful making of a false claim for sick leave shall subject the employee chargeable therewith to disciplinary action. The employees are aware that if reasonable grounds exist to suspect a misuse of sick leave, they may be subject to surveillance during their scheduled working hours.

Section 8: No employee may freeze accumulated sick leave without written approval of the Director of Public Works and the Town Administrator. Requests to freeze sick leave will be considered only in cases where absence is expected to be longer than eight weeks.

ARTICLE XV
BEREAVEMENT LEAVE

Section 1. All members of the bargaining unit shall be allowed bereavement leave without loss of pay due to the death of a member of the immediate family, i.e., mother, father, husband, wife, child, brother, sister, grandparents and mother or father-in-law. Bereavement leave taken pursuant to this section shall be from the time of notification of death up to, and including the day of burial.

Section 2. In the event there is a death in the Employee's family, but not in the immediate family, as defined above, or a death to the employee's spouse's brother, sister or grandparent, the Employee shall be granted one (1) day without loss of pay to attend the funeral service.

Section 3. One steward or his designee shall be granted time off, with pay, for the actual period of the service plus travel time, to attend the funeral service of an employee or former employee.

ARTICLE XVI
JURY LEAVE

Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty and shall receive for such period of jury duty his regular pay or his jury duty pay whichever is greater.

A copy of said order shall be submitted to the Personnel Director.

ARTICLE XVII
MILITARY LEAVE

Every employee covered by this Agreement who has left or shall leave said position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise) and who has been employed for 180 or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces.

Such leave of absence shall be deemed to have expired sixty days after the date of discharge from, or authorized separation from, active duty as a member of the armed forces. Re-enlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

For the first sixty (60) calendar days of such absence, every such employee shall

be paid by the Employer the same amount as he would have received had he not been absent from his position.

During that part of the period of leave described above for which the employee shall receive his salary, he shall also accrue such sick leave and annual leave credits as he would have accrued while working in said position during such period of sixty (60) days.

Employees on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.

At the conclusion of such military leave of absence, the employee shall be returned to his position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year during such absence, annual leave and sick leave accumulations shall be carried over to the credit of the employee.

Military leave shall be granted in accordance with applicable State and Federal laws.

ARTICLE XVIII COFFEE BREAK

All employee covered by this Agreement shall be entitled to one (1) fifteen (15) minute coffee break between the hours of 9:00 a.m. and 10:00 a.m. All employees covered by this Agreement shall be entitled to an additional fifteen (15) minute coffee break between the hours of 1:30 p.m. and 2:30 p.m. in each

work date.

ARTICLE XIX
WASH-UP TIME

Employees shall be granted adequate wash-up time before their lunch period and adequate wash-up time before the end of the workday.

ARTICLE XX
MISCELLANEOUS

Section 1. Bulletin Boards. The Town shall provide bulletin boards in conspicuous places to be used for the posting of Union Notices, rules and regulations.

Section 2. Uniforms. The Town shall provide bargaining unit employees assigned to the Public Works Department with an annual work clothes and work boot allowances reimbursement in an amount not to exceed \$500.00 per person per fiscal year. Bargaining unit employees shall only be reimbursed for any items which are included on the authorized list developed by the Director of Public Works.

Section 3. Safety. Both the Town 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. Shotguns shall be required for all snow removal and sanding operations as agreed to by the parties.

Section 5. Bi-weekly overtime reports will be given to the Union Steward upon request.

Section 6. Bargaining unit members shall be reimbursed up to \$50.00 annually

for training and licensing as approved by the Director of Public Works.

Section 7. The Town shall annually fund a Tuition Reimbursement Program in the amount of \$2000 which shall be administered by a committee of two Union representatives and one Town representative. The program shall reimburse members for courses that are associated with duties performed in this bargaining unit or taken in furtherance of a degree granting program. Decisions of the committee shall be subject to the grievance and arbitration provisions of this agreement.

Section 8. Wages shall be paid bi-weekly rather than weekly as long as there is no reduction in bargaining unit positions as a result of this change.

ARTICLE XXI STEWARDS

The Union Steward shall be furnished by the Union. The Steward shall have the right to report any violation of any provision in this Agreement to the Union. Said violation or grievance shall be processed in accordance with the Grievance and Arbitration procedures included in this Agreement.

ARTICLE XXII GRIEVANCE AND ARBITRATION

Section 1. Grievance. It is mutually understood and agreed that all grievances of employees or the employer arising out of the provisions of this Contract shall be dealt with as provided for in this Article.

Section 2. Union Stewards and Officers shall be guaranteed sufficient time off during working hours to seek to settle grievances without loss of pay. An

aggrieved employee shall have the right to Union representation, including Council and International representation through the entire duration of the grievance procedure.

Step #1. Employees in the first instance may register grievances with the Steward of the Union, who shall present such grievances to the immediate supervisor and/or superintendent within ten (10) working days after the employee concerned had knowledge or should have had reasonable knowledge thereof of the event.

Step #2. In the event the grievance is not satisfactorily adjusted, within three (3) working days, in Step #1, the Steward and/or the Business Manager or authorized Union Representative shall present such grievance herein with the employee to the Director or Department Head within five (5) working days from the response on Step #1.

Step #3. If unable to reach a satisfactory adjustment within three (3) working days, the Union shall submit the grievance in writing to the Personnel Director who shall respond to the Union in writing within five (5) working days. The grievance shall be signed by the employee or a duly authorized Union representative.

Step #4. If unable to reach a satisfactory adjustment within three (3) working days of the receipt of the decision on Step #3, then the Union shall submit the grievance in writing to the Town Administrator who will then meet or adjust the grievance within five (5) working days. The Town Administrator's answer shall be in writing to the Union. Should the Town Administrator fail to answer the

grievance within the five (5) working days, it shall be presumed the grievance is denied.

Step #5. In the event the grievance is not satisfactorily adjusted with the Town Administrator, the Union may submit a demand for arbitration to the American Arbitration Association.

Section 3. Time Limitations. The time limitations set forth in Section 2 are the essence of this Agreement and the failure by an employee (or the Union) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 2, the Employer and the Union may extend them by mutual written agreement.

Section 4. Submission to Arbitration. Any grievance that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, shall be submitted to arbitration by the Union serving the Town Administrator with written demand for arbitration within two (2) weeks, excluding weekends and holidays, after the response of the Town Administrator is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the employee's and Union's right to demand arbitration.

Section 5. Arbitrator Selection. The Union's demand for arbitration shall be submitted to the American Arbitration Association with a request that it furnish to the Union and the Town Administrator a list of qualified and impartial arbitrators. The arbitrator selection process shall be governed by the *Voluntary Labor Arbitration Rules* in effect as of the date of the demand for arbitration.

Section 6. Binding Effect. Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

Section 7. Fees and Expenses of Arbitration. The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

ARTICLE XXIII
CHANGES OR AMENDMENTS

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

ARTICLE XXIV
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Town of Lincoln, Rhode Island, the Union and its successors and assigns. No provision herein contained shall be nullified or ineffective in any manner as a result of any change in the Town of Lincoln, Rhode Island.

ARTICLE XXV
STRIKES AND LOCKOUTS

Section 1. Strikes. During the duration of this Agreement employees of the bargaining unit agree not to participate in any organized withdrawal of services. No strike, "sick out" or "labor action" will be entered into or organized against the Town of Lincoln by any employee of the bargaining unit during the term of this document.

Section 2. Lockouts. During the duration of this Agreement the Town of Lincoln

will not prevent employees who are members of the bargaining unit from performing their normally assigned duties in an effort to insure its objectives or in an effort to compel compliance with those objectives by the Union in a bonafide labor dispute in existence before the initiation of the lockout. The Employer shall not be prohibited, however, from taking disciplinary actions for just cause (e.g. insubordination, malfeasance, nonfeasance) by the issuance of suspensions not to exceed three (3) days.

ARTICLE XXVI
LEAVE OF ABSENCE

Section 1: FMLA and Extended Unpaid Leave

Upon the latter of the expiration of any employee's FMLA and other authorized leave, an extended unpaid leave of absence shall be granted by the Town for thirty (30) days upon the request of the employee. This request must be accompanied by competent medical evidence confirming that the employee is unable to perform the duties and responsibilities of his/her position. Upon the expiration of this 30 day unpaid leave of absence, the employee may apply for the leave of absence, as set forth in Section 2 below, in the event he/she is still unable to perform the duties and responsibilities of his/her position. Any such request shall be governed by the provisions of Section 2 below. This section shall not apply to employees receiving worker's compensation benefits.

Section 2: Employees may be granted an additional leave of absence for good cause upon written application to the Town.

All leaves of absence without pay, requested pursuant to this section, are to be requested from the Town in writing as far in advance as possible, stating

the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Town Administrator within thirty (30) days.

All applications stating the reason and conditions thereof and signed by the employee shall be initiated through the employee's Department Head in sufficient time to allow the Town Administrator to review and the Town to make the proper disposition of the request and to complete any necessary actions.

Leaves of absence without pay may be granted for personal reasons for periods not to exceed six (6) calendar months, subject to reconsideration.

Section 3: Leave Accrual

During any unpaid leave of absence or period during which an employee is collecting worker's compensation benefits, sick and vacation leave shall not accrue. Pro-rated leave shall be based on the time used to date. Accrual of sick and vacation leave shall resume the first day of the month following or coinciding with the date the employee returns to active work. In cases where the unpaid leave of absence is taken on an intermittent basis or as a reduced schedule, sick leave and vacation leave will continue to accrue during the leave on a "pro rata basis."

ARTICLE XXVII DURATION OF AGREEMENT

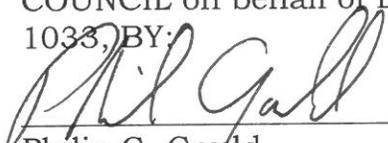
Section 1. The provision of this Agreement shall remain in effect from July 1, 2023 through June 30, 2026, and shall continue thereafter from year to year, unless the negotiating or bargaining agent serves written notice of request for

negotiating or collective bargaining on the municipal employer at least one hundred twenty (120) days before the last day on which money can be appropriated by the municipal employer to cover the first year of the contract period which is the subject of the negotiating or bargaining procedure.

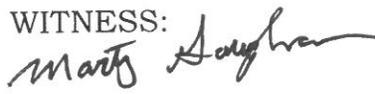
Section 2. The provisions of the preceding section shall not prevent the parties by written agreement, to extend any portion of this Agreement (after the one hundred twenty (120) day notice has been given) for any agreed upon period beyond its expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day of , 2023.

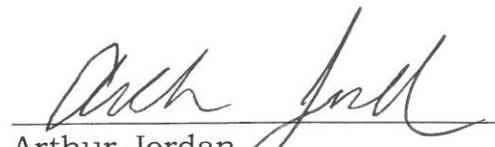
TOWN OF LINCOLN, RHODE ISLAND
COUNCIL on behalf of Local Union
1033, BY:


Philip G. Gould
Town Administrator

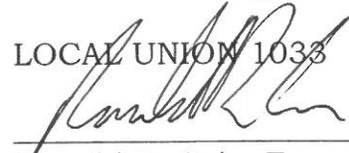
WITNESS:



RHODE ISLAND LABORERS' DISTRICT


Arthur Jordan
Business Manager

LOCAL UNION 1033

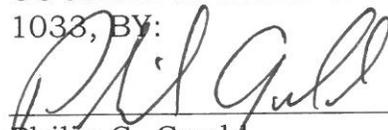

Ronald R. Coia, Esq.
Business Manager/Secty.-Treas.

negotiating or collective bargaining on the municipal employer at least one hundred twenty (120) days before the last day on which money can be appropriated by the municipal employer to cover the first year of the contract period which is the subject of the negotiating or bargaining procedure.

Section 2. The provisions of the preceding section shall not prevent the parties by written agreement, to extend 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 hereto have executed this Agreement on this day of , 2023.

TOWN OF LINCOLN, RHODE ISLAND
COUNCIL on behalf of Local Union
1033, BY:


Philip G. Gould
Town Administrator

WITNESS:


RHODE ISLAND LABORERS' DISTRICT


Arthur Jordan
Business Manager

LOCAL UNION 1033

Ronald R. Coia, Esq.
Business Manager/Secty.-Treas.

ADDENDUM B



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-639-2227 or (401) 459-5000 or TDD 711 or visit us at www.BCBSRI.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-639-2227 or TDD 711 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For Out-of-Network providers \$200 for an individual plan / \$600 for a family plan.	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual deductible until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Doesn't apply to some services with a fixed dollar copay and prescription drugs.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply.
Are there other deductibles for specific services?	No	You don't have to meet deductible for specific services.
What is the out-of-pocket limit for this plan?	For In Network providers \$6350 for an individual plan / \$12700 for a family plan. For Out-of-Network providers \$6350 for an individual plan / \$12700 for a family plan.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of <u>network providers</u> .	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No	You can see the <u>specialist</u> you choose without a referral.



- All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay per visit	\$15 copay plus 20% coinsurance per visit	None
	Specialist visit	\$25 copay per visit	\$25 copay plus 20% coinsurance per visit	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge	\$25 copay plus 20% coinsurance	Member liability for Out-of-Network is based on services received; You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.BCBSRI.com .	Tier 1 generally low cost generic drugs	\$7 copay per prescription (retail) \$14 copay per prescription (mail-order)	Not Covered	No charge for certain preventive drugs; Preauthorization is required for certain drugs; Infertility drugs: 20% coinsurance
	Tier 2 generally high cost generic and preferred brand name drugs	\$25 copay per prescription (retail) \$50 copay per prescription (mail-order)	Not Covered	
	Tier 3 non-preferred brand name drugs	\$40 copay per prescription (retail) \$80 copay per prescription (mail-order)	Not Covered	
	Tier 4 specialty prescription drugs	\$40 copay per prescription (Specialty pharmacy)	50% coinsurance; deductible does not apply	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is recommended; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fees	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
If you need immediate medical attention	Emergency room care	\$100 copay per visit	\$100 copay; deductible does not apply per visit	Emergency room: Copay waived if admitted; Urgent care: Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received.
	Emergency medical transportation	\$50 copay per trip	\$50 copay; deductible does not apply per trip	
	Urgent care	\$50 copay per urgent care center visit	\$50 copay plus 20% coinsurance per urgent care center visit	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	Preauthorization is recommended; 45 day limit at an inpatient rehabilitation facility; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Physician/surgeon fee	No Charge	20% coinsurance	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 copay/office visit No Charge for outpatient services	\$15 copay plus 20% coinsurance/office visit 20% coinsurance for outpatient services	Notification of admission may be required for certain Out-of-Network services.
	Inpatient services	No Charge	20% coinsurance	
If you are pregnant	Office visits	\$25 copay per visit	\$25 copay plus 20% coinsurance per visit	Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance	Private duty nursing: 20% coinsurance; Preauthorization is recommended
	Rehabilitation services	20% coinsurance	20% coinsurance	Services include Physical, Occupational and Speech Therapy. No Charge for services to treat autism spectrum disorder; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Habilitation services	20% coinsurance	20% coinsurance	
	Skilled nursing care	No Charge	20% coinsurance	Preauthorization is recommended; Custodial care is not covered
	Durable medical equipment	20% coinsurance	20% coinsurance	Preauthorization is recommended for certain services. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge.
	Hospice service	No Charge	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	\$25 copay per visit	\$25 copay plus 20% coinsurance per visit	Limited to one routine eye exam per year.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)	
• Acupuncture	• Dental check-up, child
• Cosmetic surgery	• Glasses, child
• Dental care (Adult)	• Long-term care
	• Routine foot care unless to treat a systemic condition
	• Weight loss programs

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

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

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for us and those agencies is: the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711, state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.ri.gov, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the [Marketplace](http://www.HealthCare.gov), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: contact the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact your state insurance department at (401) 462-9520 or by email at HealthInquiry@ohic.ri.gov.

Does this plan provide Minimum Essential Coverage? Yes.

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

Does this plan meet Minimum Value Standards? Yes.

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

Language Access Services:

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

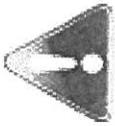
Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-639-2227.

如果需要中文的帮助，请拨打这个号码 1-800-639-2227.

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

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

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$0
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
In this example, Peg would pay:	
<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$40
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$100

Managing Joe's type 2 Diabetes

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

- The plan's overall deductible \$0
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
In this example, Joe would pay:	
<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$400
Coinsurance	\$100
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$520

Mia's Simple Fracture

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

- The plan's overall deductible \$0
- Specialist copayment \$25
- Hospital (facility) coinsurance No Charge
- Other coinsurance 20%

This EXAMPLE event includes services like:
 Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
In this example, Mia would pay:	
<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$200
Coinsurance	\$100
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$300

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



ADDENDUM C

Benefits Summary

TOWN OF LINCOLN HIGHWAY

Group Number: 5997-0003

Delta Dental PPO Plus Premier™

Annual Maximum

\$1,200

Maximum Lifetime Cap

Unlimited

Carry Over Max: \$250

In Network Bonus: \$100

Carry Over Limit: \$1000

Deductible

Individual \$0

Family \$0

Dependent Coverage

Dependent children are covered under these benefits up until the end of the year that they turn 19. Dependent children who are students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 23.

P Pre-treatment Estimate Recommended

A Prior Authorization Required

See back page for additional information >

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 unilateral space maintainers once per lifetime for lost deciduous (baby) teeth. Bilateral space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth one procedure per tooth per lifetime.
- P** • Crowns over natural teeth, build ups, posts and cores replacement limited to once every 60 months
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasement or relining of partial or complete dentures once every 60 months

Plan pays 50%; Member Coinsurance 50%

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

This is a summary of benefits. The information shown here is not a guarantee of payment. Refer to the Certificate of Coverage for the full plan terms. The Certificate includes any limitations or exclusions not seen here. For a complete listing of frequencies and limitations go to www.deltadentalri.com/el. To be covered, services must be dentally necessary and appropriate as per our review guidelines.

Note: This plan does not include a missing tooth clause. In addition, if covered, crowns, bridges, partials and complete dentures are paid when the permanent structure is inserted (seated) by the dentist. Member coverage must be active on the date that the permanent structure is inserted and payment is based on benefits available on that day — for example, if the member's annual maximum has been paid prior to the insertion of the permanent structure, the service will not be paid.

* Time limits on services (e.g. 6, 12, 24, 36, or 60 months) are figured to the exact day. Services are then covered the following day. For example, when a service is covered once every 12 months, if the service was done on July 1, it will not be covered again until the following year on July 2 or after.

Out-of-Network Coverage

You have the freedom to choose any dentist, but it is important to know that your out-of-pocket costs may be higher when you visit a dentist who does not participate in our network. Non-participating dentists have not agreed to accept the Delta Dental allowance as payment in full, so services from an out-of-network dentist may cost you more. You may also have to pay the dentist at the time of service and file a claim yourself. To be eligible, all claims must be filed within one year of the date of service. To find a participating dentist near you, use our Find A Dentist tool at www.deltadentalri.com.

How to Find a Dentist

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

Beyond Benefits

When you visit us at www.deltadentalri.com, you can access a wealth of important dental health information and manage your plan by:

- Checking your benefits and claims
- Reviewing your deductibles and maximums
- Using our Find A dentist tool to find a dentist in your area

Notice of Nondiscrimination and Accessibility Policy

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

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

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

ADDENDUM D

HEALTH CARE PROVIDER CERTIFICATE

I, _____, a health care provider duly licensed as
(Name of Health Care Provider)

a _____ to practice in the State of _____, do hereby certify
(Health Care Provider Licensure) (State Where Licensed)

to a reasonable degree of medical probability that:

1. I _____ examined _____ treated _____
(Check one or both) (Name of Patient/Town of Lincoln Employee)
on _____
(Date/Dates of Examination/Treatment)

2. The _____ illness _____ injury _____ condition _____ symptoms which I
(Check all that apply)
_____ diagnosed _____ treated did functionally impair _____
(Check one or both) (Name of Patient/Town of Lincoln Employee)

From performing his/her regular duties and responsibilities as a _____ for the
(Job Title or Position)

Town of Lincoln from _____ and continuing through _____
(Initial Date of Impairment) (Ending Date of Impairment)

3. I further certify and confirm that I have been provided with sufficient information,
including a description of the regular tasks, duties, responsibilities and work schedule of

(Name of Patient/Town of Lincoln Employee)

4. _____ is fit for full and unrestricted duty unless specifically
noted below.

(Carefully List Any and All Restrictions, Impairments or Other Limitations)

Name of Health Care Provider _____
(Print Full Name)

Address of Health Care Provider _____

Signature of Health Care Provider _____ Date of Signature _____

PLEASE FAX THIS COMPLETED FORM TO
THE TOWN OF LINCOLN PERSONNEL DIRECTOR AT (401) 753-7108.

Addendum A

<u>Department of Public Works</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
Heavy Mechanic Supervisor	\$27.94	\$29.06	\$30.23
Parks/Recreation Supervisor	\$26.53	\$27.60	\$28.71
Auto Mechanic FT	\$26.62	\$27.69	\$28.80
Light Equip Opr/Truck Diver	\$25.95	\$26.99	\$28.07
Heavy Equip Operator	\$26.21	\$27.26	\$28.35
Heavy Equip Supervisor	\$27.21	\$28.30	\$29.44
Laborer	\$25.24	\$26.25	\$27.30