A G R E E M E N T

By and Between

TOWN OF PORTSMOUTH

and

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

LOCAL 302

JULY 1, 2014 TO JUNE 30, 2017

CONTRACT AGREEMENT

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

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A G R E E M E N T

Pursuant to the provisions of Chapter 54 of the Public Laws of the State of Rhode Island, 1963, entitled "An Act to Provide for Settlement of Disputes Concerning Wages or Rates of Pay and Other Items and Conditions of Employment of Employees of Police Departments" this Agreement is made and entered into this first day of July, A.D. 2014, by and between the TOWN OF PORTSMOUTH (TOWN) AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL 302 (UNION).

ARTICLE I. RECOGNITION

The Town hereby recognizes and acknowledges that the Union is the exclusive bargaining agent for all police officers of the Town of Portsmouth for the purpose of collective bargaining and entering into agreements relative to wages, salaries, hours and assignments and working conditions, excluding the Chief of Police.

ARTICLE II. UNION SECURITY

All present police officers who are members of the Union on the effective date of this Agreement shall as a condition of employment maintain their membership in the Union. All present police officers who are not members of the Union and all police officers who are hired hereafter shall become members of the Union as a condition of employment on or after the thirtieth day following the beginning of their employment or the effective date of this Agreement, whichever is the later. Failure of any police officer to comply with the provisions of this Article shall, upon request of the Union, result in the termination of such police officer. The employer shall not justify any discrimination against a police officer for non-membership in the Union, (a) if it has reasonable grounds for believing that such membership was not available to the police officer on the same terms and conditions generally applicable to other members, or (b) it has reasonable grounds for believing that membership was denied or terminated for reasons

other than the failure of the police officer to tender the periodic dues and initiation fees uniformly required as a condition to acquiring or retaining membership.

The Town agrees not to discharge or discriminate in any way against police officers of the Police Department for Union membership or Union activities.

It is expressly understood by the parties hereto that the office of Deputy Chief is excluded from the requirement of Union membership.

ARTICLE III. DUES DEDUCTION

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

The Union shall indemnify the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE IV. MANAGEMENT RIGHTS

The Town shall retain the right to issue through the Town Administrator, as provided by applicable Town Charter or Ordinance provisions, all Rules and Regulations, not inconsistent with the terms of this Agreement, governing the conduct of the Portsmouth Police Department.

Nothing herein contained, except as specifically authorized by applicable provisions of State Law, pertaining to the rights of police officers, shall be construed to limit the Town from regulating, managing and controlling the Portsmouth Police Department in accordance with applicable State, Town Charter and Local Ordinance regulations.

The Town specifically retains the right to dismiss non-permanent probationary police officers of the Police Department without the necessity of demonstrating cause for such dismissal. Permanent police officers, that is Junior Patrolmen, Senior Patrolmen and other police officers who have otherwise completed their probationary period, can only be dismissed with just cause and subject to the provisions of the Law Enforcement Officers' Bill of Rights (Title 42, Chapter 28.6, G.L.R.I.). Permanent police officers who shall not have, to the satisfaction of the Town, completed a probationary period for a higher position as herein provided, shall be returned to their prior permanent position. The Town may employ reserve officers, civilian record clerk(s), and, on Prudence Island and/or Hog Island, a public safety officer or officers.

It shall be the duty of the Town to promulgate and maintain Rules and Regulations governing the Portsmouth Police Department.

ARTICLE V. SENIORITY

The police officers of the Police Department shall have department seniority and rank seniority which shall be determined as follows: department seniority shall commence on the date of appointment as a police officer and seniority shall be computed according to continuous service from the date of original appointment by the Town. Rank seniority shall commence on the date the police officer is sworn into a particular rank and said seniority shall be computed according to continuous service within that rank. For the purpose of benefits to be listed in this article police officers in the Department who have attained a certain rank will fall in line above the person with the most seniority in the rank below that which he/she has attained.

EXAMPLE: A police officer is promoted to Sergeant, that police officer falls into line in seniority, just below the Sergeant appointed before him/her and just above the most senior Detective Inspector.

Seniority/Rank seniority shall prevail with regard to the following:

a) Transfers to any division, department or any other post by whatever

name the transfer may be labeled and transfers to shifts, beats or posts.

For the purposes of beats on a shift (i.e., North, South, Desk) these positions shall be scheduled by the shift supervisor or his/her designee. These positions will be scheduled in a manner which is fair for all police officers of the shift. The positions on the schedule will be issued so that all police officers receive an equal amount of time as possible on each beat. It is understood that the OIC of a particular shift shall be the General Patrol if he/she so deems. For the purposes of parties on overtime on any shift; parties who work a particular shift shall work the assigned area of the party that they are replacing. In the event that more than one party is scheduled for station overtime on a particular shift the most senior police officer on overtime shall have his/her choice of the beats that are being replaced. It is understood that if a party working an overtime shift is the OIC because of his/her rank that he/she shall be the General Patrol and the rest of the positions shall be given out in the same manner that the original shift schedule was based.

NOTE: If any police officer feels that the above stated article is not being adhered to by any police officer of the Department he/she may file a grievance following the procedures outlined in Article XXX of this contract.

b) Days off, holidays, vacation and any and all circumstances or situations by whatever name they may be given; provided, however, a senior officer may reject the position or benefit at his or her discretion. Further, in the event that any police officer shall reject the position or benefit, it shall not be construed as a waiver of his or her seniority rights in any subsequent situation where seniority rights would prevail. Seniority will not prevail in outside assignments, which shall be by rotation starting with the most senior police officer. In the event all police officers reject a position or assignment, including special details, which in the discretion of the Chief must be filled, said position or assignment, including special details, shall be filled by police officers in reverse order of seniority.

In the event that more than one police officer was appointed to a rank on the same day, the most senior police officer will be determined by the final ranking of said police officers as determined by the Town Council.

Within thirty (30) days after the execution of this Agreement, the Town will furnish the Union and the Police Department a copy of the proposed rank and department seniority list and the Union and/or the Police Department will have thirty (30) days in which to make any corrections or changes in said list and signify their approval thereof.

After the order of rank and department seniority has been approved by all parties thereto, a permanent and up-to-date list shall be posted and maintained on the bulletin board at Police Headquarters for the benefit of all police officers and all future seniority questions shall be resolved in accordance therewith. The Town also agrees to furnish to the Union an up-to-date rank and department seniority list, a copy of which is posted on said bulletin board.

In the event it becomes necessary for the Town to lay off police officers, those police officers with the least amount of department seniority shall be laid off first. In determining police officers who are to be laid off, the only consideration shall be length of employment as a policeman without regard to the police officer's rank, position, or that the police officer may have served in some other department for the Town. The last laid off police officer shall be the first to be rehired.

ARTICLE VI. PROMOTIONAL PROCEDURE

Vacancies shall be filled by promotional appointment by the Town Administrator within thirty (30) days. The Town and the Union agree that the thirty (30) day period shall commence the day following the date the incumbent retires, or commences leave in anticipation of retirement, whichever comes first. The Town retains the right to create temporary positions and to fill said positions as the needs of the department may require. However, any such temporary position shall not remain in existence for a period in excess of ninety (90) days.

Upon the expiration of said ninety (90) day period, the Town shall determine whether to terminate said position or to make said position a permanent position in the Police Department. If said position becomes permanent and does not involve an increase in compensation over that compensation paid to a Senior Patrolman, said position will then be filled in accordance with the seniority provisions contained in Article V thereof. If said position involves an increase in compensation, it shall be filled according to the procedures contained in this Article.

In order for a police officer to be eligible for a promotion above Senior Patrolman, excluding Chief and Deputy Chief, said police officer shall have been a full time member of the Portsmouth Police Department for at least five (5) years on the date the promotional sign-up is posted. Only police officers who have attained the rank of Sergeant shall be eligible for promotion to the rank of Lieutenant.

No promotional meeting shall begin without notice of said meeting having been posted on the Desk Bulletin Board at Police Headquarters for at least five (5) days prior to the date set for said meeting. The Deputy Chief shall ensure that all eligible officers were notified of meeting and their right to sign up.

The promotional meeting for promotions to the rank of Detective Inspector, Sergeant, and Lieutenant shall be scheduled and chaired by the Chief. The Chief, Deputy Chief, and all department Lieutenants will attend the meeting unless on leave. During the meetings the participants will discuss the work history, job performance, attendance, departmental seniority, qualifications, and other relevant information about the applicants for promotion. Within forty-eight (48) hours of the conclusion of the meeting the Chief will decide which officer will be recommended to the Town Administrator for promotion and all applicants will be notified of the decision forthwith. The Town Administrator shall ratify the promotion recommended by the Chief if the Town Administrator is satisfied that the decision of the Chief is based on good and sufficient facts. Promotions shall be made when funds are appropriated and available.

Police officers of the Portsmouth Police Department up to and including the rank of Lieutenant who are ordered to assume the responsibilities of a higher rank shall be compensated for this service at the same rate as the police officer for whom they are filling in, provided such service is for a period of eight (8) hours or more. Such higher rate shall apply for all time spent at the higher rank.

When an opening for Deputy Police Chief becomes available, only Lieutenants are eligible for the position. The Police Chief will schedule Oral Board examinations for all interested Lieutenants. The Chief will post notice of the date and times for individual candidate interviews taking into account previously scheduled leave.

The Oral Board will be comprised of three (3) Police Chiefs selected by the Portsmouth Chief from outside departments. Candidates will be evaluated on the following four (4) categories:

- Personal Appearance
- Police Community Relations and Crime Prevention
- Miscellaneous Law Enforcement Issues
- General Knowledge

Each Oral Board member will have a maximum of thirty-three and one-third (33 1/3) points to award to each candidate on the Oral Board examination. Each category has a maximum possible score of six and one quarter (6.25) points and a minimum possible score of zero (0).

Candidates will be ranked based upon oral board examination scores. All candidates will be interviewed by the Town Administrator in rank order. Notice shall be posted by the Finance/Personnel office of the date and individual times for candidate interviews with the Town Administrator. The Town Administrator will make the appointment of the candidate selected.

ARTICLE VII. RANK STRUCTURE

The Portsmouth Police Department will be structured in the following

manner:

Each shift and the Detective Division will have one Lieutenant and one Sergeant. The Department shall also have an Administrative Officer who shall hold the rank of Lieutenant. The Lieutenant and Sergeant positions in the Patrol Division will be filled by the promotional procedure set forth in Article VI of this contract. From highest ranking to lowest ranking, the rank structure of the Department is as follows: Chief, Deputy Chief, Lieutenant, Sergeant, Detective Inspector, Senior Patrolman, Junior Patrolman, and Probationary Patrolman. When a vacancy occurs in the position of Detective Lieutenant, Administrative Lieutenant or Detective Sergeant, the following procedure will be followed:

When the position of Administrative Lieutenant, Detective Lieutenant, or Detective Sergeant becomes vacant, a second promotional meeting will occur after all Sergeant and Lieutenant positions are filled. Said meeting will occur only after notice of said meeting has been posted on the desk bulletin board at police headquarters for at least five days prior to the date set for said meeting. The Deputy Chief shall ensure that all eligible officers are notified of the meeting and their right to sign up. The five day posting rule can be waived if all eligible officers have been personally notified by the Chief or Deputy Chief and given the opportunity to sign up for said appointment.

The Chief and Deputy Chief will meet, unless on leave, to discuss the appointment(s) of Detective Lieutenant and/or Administrative Lieutenant. The Chief, Deputy Chief and all department Lieutenants will meet, unless on leave, to discuss the appointment of a Sergeant to the position of Detective Sergeant. Within forty-eight (48) hours of the conclusion of the meeting the Chief will decide which officer will be recommended to the Town Administrator for appointment to said position and all applicants will be notified of the decision forthwith. The Town Administrator shall ratify the appointment as recommended by the Chief if the Town Administrator is satisfied that the decision of the Chief is based on good and sufficient facts. If none of the eligible police officers wish to become a Detective Lieutenant, Administrative Lieutenant, or Detective Sergeant,

the most junior officer of the respective rank will be appointed to the undesired position.

If a police officer of the Patrol Division holding a higher rank than Senior Patrolman wishes to accept a position of Detective Inspector, said police officer will relinquish his/her rank to enter the Detective Division. If that police officer reenters the Patrol rank, he/she shall do so without the rank held before entering the Detective Division and will return to the Patrol Division at the rank of Senior Patrolman. This return to the rank of Senior Patrolman will not preclude the police officer from accepting rank again at a later time.

Whenever a vacancy in a rank above Senior Patrolman is reasonably anticipated to last for a period of more than thirty (30) days, the Chief shall designate an officer to serve in such rank in an "acting" capacity for the duration of the vacancy. The appointment will be offered to officers based on seniority. Detective and Sergeant appointments will be made from the ranks of Detective and Patrolman, based on rank seniority, time in grade; Lieutenant will be filled from the Sergeant rank; Deputy Chief will be filled from the Lieutenant rank. *This article will not be used in place of the promotional procedure in Article VI when permanent vacancies exist.

ARTICLE VIII. PROHIBITED PRACTICES

In addition to other unlawful and/or unauthorized activities the following shall be deemed to be prohibited practices, the willful violation of which by a police officer of the Portsmouth Police Department shall be grounds for removal from said Department:

a) Giving, rendering or paying any money, service or other valuable thing for, on account of, or in connection with an appointment, promotion or proposed appointment or promotion.

b) Soliciting or being in any manner concerned in soliciting any assessment, subscription, or contribution of any political organization or purpose whatever from any person in the Portsmouth Police Department.

c) Making directly or indirectly, if a police officer of Police Department, any contribution to the campaign funds of any political organization or candidate for public office, or taking any part in the management of any political organization or in the conduct of any political campaign further than in the exercise of the rights of a citizen to express his or her opinion and to cast his or her vote.

d) The unlawful manufacturing, distribution, dispensation, possession, or use of a controlled substance by a police officer of the Portsmouth Police Department while on duty or the failure of the police officer to notify the employer of his/her criminal drug statute conviction for a violation occurring while on duty within five (5) days of such conviction. The Chief of Police, if he has probable cause to believe that this section has been violated by a police officer, may direct said police officer to submit to a drug test, the cost of which shall be paid by the Town.

ARTICLE IX. DUTIES

The duties of the members of the Police Department shall be the prevention of crime and the enforcement of the State Laws and Town Ordinances and shall also include operation of the radio division, detective division, records division, traffic division, personnel and training division, garage division, and jail division, all as presently being operated or to be instituted in the future.

The Town agrees that members of the Police Department whose duties are as herein defined, shall not be detailed to other departments of the Town. The detail from one unit to another within the Police Department shall be the responsibility of the Chief of Police, subject to the seniority provision herein contained.

ARTICLE X. HOURS

The regular working week of the police officers of the Portsmouth Police Department shall consist of thirty-seven and one-half (37½) hours for uniformed

police officers of the Department and forty (40) hours for Detectives. Uniformed members shall be assigned to a shift based on seniority and the shift hours are:

7:00 a.m.	-	3:00 p.m.
3:00 p.m.	-	11:00 p.m.
11:00 p.m.	-	7:00 a.m.

Detectives and the Administrative Lieutenant shall be assigned to work 7:00 a.m. to 3:00 p.m. Monday through Friday, except that an alternative schedule shall be mutually agreed upon by the members of the Union's Executive Board and the Police Chief. It is expressly understood by the parties hereto, that hours worked on special details shall not be counted in determining the number of hours worked for overtime purposes. Every police officer of the Portsmouth Police Department, except the Chief of Police and the Deputy Chief, shall work the same number of hours as provided herein, except in case of emergency, and further, he/she shall be required to wear his/her uniform under ordinary circumstances, while on duty. It is further understood by the parties that there shall be no rotation of shifts. It is also understood that a meal break shall be one-half (½) hour, unless the Chief or Deputy Chief has given an officer permission for the day in question to take longer than one-half (½) hour.

ARTICLE XI. SUBSTITUTIONS

The right to substitute at any time shall be permitted provided, however, that permission to substitute must be obtained from the Chief of Police or officer in charge of the platoon affected by the substitution. If permission is obtained from the officer in charge of the platoon, such officer in charge will notify the Chief.

ARTICLE XII. OVERTIME

All hours worked in excess of eight (8) hours in any one work day and/or thirty-seven and one-half (37½) hours in one work week for uniformed police officers of the Department and forty (40) hours in one work week for Detectives

shall be compensated for at the rate of time and one-half (1½). However, in computing the overtime rate for Detectives, their bi-weekly salary shall be divided by seventy-five (75) and multiplied by one and one-half (1½). For the overtime hour any time worked over fifteen (15) minutes and up to one (1) hour shall be compensated for as one (1) full overtime hour. Overtime shall include working another shift, vacation, replacement due to sickness, etc. Overtime pay will be paid every payday, provided that overtime is submitted for payment to the Finance/Personnel Department the Thursday before the payroll week.

Uniformed Officers, Detectives, and the Administrative Lieutenant shall have the option of selecting compensatory time at the rate of one and one-half (1½) hours for every hour worked cumulative to four hundred eighty (480) hours or additional compensation at the overtime rate for such excess hours worked. There shall be no more than one (1) replacement police officer per shift allowed to take either vacation time or compensatory time without the prior approval of the Chief of Police or his designee. Officers who schedule long-term leave will not be removed from their extended leave or have any day canceled by a senior officer within a five day period preceding the start of their long-term leave and inclusive of their entire long-term leave. Long-term leave/extended leave is defined as four or more vacation days, compensatory days, personal days, or mutual swaps that are in conjunction with an officer's days off. Exceptions can be made in extreme emergency situations to have a long-term leave day canceled by the Chief of Police if said officer's presence is absolutely necessary due to emergency manning issues (example: hurricane or other natural disaster, civil unrest, homeland security emergency, etc.).

ARTICLE XIII. CALL BACK PAY

Police officers called back shall be compensated for at least four (4) hours. The pay for this time shall be at the overtime rate of pay as hereinbefore set forth.

There shall be no "stand-by," as such, for police officers of the Portsmouth Police Department at home. If the situation is such that stand-by is required, the police officers involved must report to the Police Station and are to be paid in accordance with "call back pay."

This provision shall not apply to those police officers assigned to the Detective Division in the usual course of their employment as it now exists.

Police officers called back for a Portsmouth Municipal Court appearance will be paid at the rate of time and one-half (1½) their hourly wage with a minimum of three (3) hours a day. Police officers called back for all other court appearances will be paid at the rate of time and one-half (1½) their hourly wage with a minimum of four (4) hours a day. All police officers called back for attendance at staff meetings will be paid at the rate of time and one-half (1½) with a minimum of two (2) hours a day. All court attendance and witness fees shall be paid into the General Fund of the Town of Portsmouth.

ARTICLE XIV. UNIFORMS

All police officers shall wear at all times a standard uniform. The Town of Portsmouth will also provide regular police officers of the Police Department with the following equipment: weapon (gun), holster, handcuffs and case, expandable batons, gunbelt, ballistic vest, badges, flashlight and whistle. The Town will draw up a Uniform Code so all officers' uniforms and equipment will be standard.

ARTICLE XV. EQUIPMENT

Police officers of the Portsmouth Police Department shall be required, as a condition of their continued employment, to maintain at their own expense a telephone at their residence and a motor vehicle operator's license sufficient to perform the functions to which they are assigned.

All motor vehicles used by the Portsmouth Police Department officers in performance of their duties, shall be kept in safe operating condition. The operator of a vehicle shall be responsible for reporting any and all defects

immediately to the senior officer on duty. The senior officer shall transmit said report to the Chief of the Police Department.

ARTICLE XVI. HOLIDAYS

The following holidays shall be paid holidays for all police officers of the Department:

*New Year's Day	Lincoln's Birthday	Washington's Birthday
Martin Luther King Day	*Thanksgiving Day	4th of July
Labor Day	*Christmas Day	Memorial Day
V-J Day	Columbus Day	Veteran's Day

Holiday pay shall be one-tenth (1/10) of the police officer's bi-weekly salary and shall be paid to each police officer over and above the bi-weekly salary, whether he/she works on the holiday or not. If a man is scheduled to work according to his/her regular work schedule and actually works on the following listed holidays, he/she will be paid one-half (½) one day's pay more than the other police officers:

*New Year's Day	*Thanksgiving Day	*Christmas Day

In order to be eligible for holiday pay a police officer who is scheduled to work on the holiday must actually work the holiday unless he/she can establish by a physician's statement he/she was ill and unable to work.

Holiday pay for a Federal or State holiday declared by the President and/or U.S. Congress or Governor and/or R.I. General Assembly shall be incorporated into this Agreement at time of said change. Holiday pay for Federal or State holiday(s) presently incorporated into this Agreement will cease if and when the Federal or State government no longer celebrates said holiday.

ARTICLE XVII. OFFICER'S WORK RECORDS

Work records shall contain the officer's work history, maintained by the Personnel Director and/or the Police Chief, including, but not limited to, performance ratings, utilization of fringe benefits, commendations, and letters of

reprimand and other indicia of discipline, including any warnings and counseling sessions. Official work records shall also include the following: the officer's work history, training files, evaluations, letters of counseling, letters of reprimand, suspensions, and all other forms of work and performance related records kept by the Portsmouth Police Department under the Direction of the Chief as the officer's work records. All other personnel records including fringe benefits, payroll, health benefits, retirement benefits, hiring information or any other personnel records shall be kept by the Personnel/Finance Director as part of the Officer's working records.

Complete work record of any police officer who is a member of the Union shall be made available to him/her upon his/her request, or any official of the International Brotherhood of Police Officers, Local 302, including the Shop Steward of said Local unless the individual shall object thereto in writing, after receiving written notice from the Town Administrator of said request. Said review shall be conducted upon reasonable notice to and in the presence of the Finance Director or his/her designee and must be conducted on the off-duty time, if possible, of the individual(s) conducting the review. If any deletions, omissions or additions are noted either by the member of the Union or a Union Official, a meeting shall take place forthwith between the Union, the Chief of Police, the Personnel Director, the Town Administrator, and member of the Union whose record is in contention to resolve the issue.

Written reprimands, memoranda of all reprimands and any documentation regarding a police officer's suspension of two (2) days or less shall be removed from the police officer's personnel file three (3) years from the date of discipline, and removed five (5) years from the date of discipline for suspensions of four (4) days or less, providing that there are no further reprimands or suspensions in the officer's file during that same three or five year period. If a reprimand or suspension is received during the three or five year period that additional reprimands or suspensions already exist in the officer's personnel file, then the three or five year waiting period as outlined above will re-commence and start

from the date of the latest reprimand or suspension. This section shall be retroactive so as to include all reprimands and suspensions outlined above that are currently in police officers' personnel files. Each police officer shall be solely responsible for the accuracy of his/her personnel file.

ARTICLE XVIII. VACATIONS

All police officers who, on the anniversary date of their employment have more than one (1) year's service in the Department, shall be entitled to a vacation of thirteen (13) working days duration during said fiscal year. All police officers who, on the anniversary date of their employment have five (5) years through ten (10) years service in the Department shall be entitled to a vacation of seventeen (17) working days duration during said fiscal year. All police officers who have over ten (10) years service in the Department shall be entitled to twenty-one (21) working days. All police officers who have over fifteen (15) years service in the Department shall be entitled to twenty-three (23) working days. All police officers who have over twenty (20) years service in the Department shall be entitled to twenty-five (25) working days. A police officer who retires or resigns during any fiscal year prior to taking a vacation shall not be entitled to vacation pay in accordance with the above schedule, but shall have accrued leave credited through the termination date.

Police officers of the Portsmouth Police Department are entitled to carry forward unused vacation leave, accumulative to a maximum of ten (10) working days per fiscal year.

In the event of an emergency which in the discretion of the Police Chief demands immediate or special attention, a police officer may be required by the Town to work on a regularly scheduled vacation day. In such event, the police officer shall have the option of accepting time and one-half for the vacation day worked in lieu of said vacation day or of scheduling another regular work day as a vacation day.

ARTICLE XIX. CLOTHING AND MAINTENANCE ALLOWANCE

The Town shall pay to all police officers the sum of $1,400 each to purchase the necessary clothing and uniforms that may be required. However, in no event shall the Town give any police officer more than the respective uniform allowance in one calendar year. Provided, however, that the allowance for any police officer who has been on extended sick leave or extended injury leave for a combined total of thirty (30) working days or more will be prorated and paid when the police officer returns to work on a full time basis and shall be deducted from the next clothing allowance. Police officers whose employment is terminated for any reason other than death or disability retirement before August 31st of each contract year shall reimburse the Town the full amount of clothing maintenance allowance they received for that contract year. Police officers whose employment is terminated after August 31st of each contract year for any reason other than normal retirement shall reimburse the Town the clothing maintenance allowance on a pro-rated basis, i.e., termination in the 1st quarter after August 31st, three (3) full quarters; termination in the 2nd quarter, two (2) full quarters; termination in the 3rd quarter, one (1) full quarter. It is understood that any changes in the present uniform, if ordered by the Town Council for the Town of Portsmouth, shall not be deducted from the clothing allowance. It is also understood that the above amount will be paid to Union members in the first paycheck following July 1 of said year.

Effective 1 July 2006, probationary police officers will be provided with all Police Academy uniforms and text books. They will receive their clothing allowance with the first full payroll after appointment. The police officer's second clothing allowance shall be prorated at the next July 1st following his/her appointment. In the event that the prospective police officer fails to graduate from the Academy, he/she shall reimburse the Town the amount previously paid to the officer for police academy uniforms, textbooks and clothing allowance.

ARTICLE XX. INJURIES AND ILLNESS

Police officers of the Police Department who are injured or who contract illness in the line of duty shall receive compensation while their incapacity exists as per Section 45-19-1, G.L.R.I. Medical care for those injured or who contract illness while in the line of duty shall be indemnified as per said statute.

ARTICLE XXI. INSURANCE

(a) Active Police Officers

The Town of Portsmouth will provide the following health insurance, individual or family coverage as appropriate, to all full-time police officers within the Department: A PPO (Preferred Provider Organization) plan to include the following benefits:

$250 (individual) / $500 (family) in-network deductible plan Per visit medical co-pays shall be as follows:

$15 Primary Care Physician office visit or specialist (other than dermatologist, allergist or behavioral health) co-pay;

$25 Specialist office visit co-pay (Specialist defined here as allergist, dermatologist or behavioral health);

$50 Urgent care center visit co-pay;

$200 Emergency room visit co-pay;

$7/$25/$40/$40 Rx

Students to age 25, unless otherwise required by law

The Town will also provide Delta Dental Levels I, II, III, and IV, and Vision Care. The Vision Care benefit will provide each eligible police officer, spouse and/or dependent a reimbursement of up to a $100 maximum towards the purchase of one pair of prescription glasses (lenses and/or frames) or contact lenses once per calendar year. The police officer must submit a detailed receipt indicating proof of payment to the Finance/Personnel Department. All valid paperwork must be submitted within ninety (90) days of the date that service was provided.

Payment will be made to the employee as soon as possible at the discretion of the Finance Director.

All police officers shall be required to adhere to the Managed Benefit Program requirements of Blue Cross/Blue Shield.

The Town shall have the option of providing health and dental insurance through a health insurance provider other than Blue Cross/Blue Shield or Delta Dental or may self-insure portions thereof, provided that said alternate health insurance carrier provides the same health insurance coverage as herein mandated with a substantially similar provider network and employee administrative burden. The Town agrees that prior to any changes in health coverage during the term of this Agreement, that it shall seek consent to said changes with the Union which said consent shall not be unreasonably withheld. The Union and the Town shall cooperate in the development of educational efforts which will provide information to police officers about cost effective health care usage and coverage alternatives.

In consideration for health insurance coverage (single or family), the health insurance co-share shall be 15% (Effective June 30, 2017 20%) of the cost of the medical coverage, or 3% (Effective June 30, 2017 4%) of the police officer's salary, whichever is less. Additionally, effective 1 January 2010 each employee shall contribute 1% of their salary to the trust fund that shall be established by the Town to defray the cost of other post employment benefits, hereinafter known as OPEB. Such payments shall be in pre-tax dollars and shall be deducted on a pro-rata basis from each paycheck. For police officers hired on or after July 1, 2013, the health insurance co-share shall be 20% of the cost of the medical coverage.

Any employee who opts not to take Town provided health insurance coverage will be compensated five-thousand dollars ($5,000) annually, which will be paid in the last pay period in June. Employees who wish to re-enroll in the Town provided health insurance plan may only do so on July 1st, unless there is a qualifying event which causes them to lose their alternate coverage during the

year. If there is a qualifying event, proof of coverage termination must be provided to the Personnel Office. If an employee re-enrolls in the Town provided health insurance plan other than during open enrollment in July, he/she shall receive pro-rated waiver of premium compensation in the last pay period in June.

The Town shall provide and maintain a group term life insurance policy in the amount of fifty thousand dollars ($50,000) with a double indemnity provision at no cost to the police officer.

The Town shall establish and members of the bargaining unit shall be eligible to participate in a Medical Flexible Spending Account Program to defray the cost of medical expenses. Participation in the program is strictly voluntary. Participation shall be in accordance with the terms and conditions set forth in the Flexible Spending Account Overview attached hereto as "Attachment A". Commencing January 1, 2016, the Town shall match the annual contribution of a participating member up to a maximum of two hundred fifty dollars ($250.00).

(b) Retired Police Officers

All police officers who retire after June 30, 1986, with at least twenty (20) years of credited service in the Police Department shall receive the same medical health insurance provided for active police officers until such time as they secure employment elsewhere with equivalent medical health insurance or until they are eligible for Medicare or other federally subsidized programs. Retired police officers shall notify the Town once a year of all health care coverage available to them on a form that shall be provided to them by the Town's Personnel Department. The Town shall have the ability to negotiate with all members of the Police Department whether active or retired as to whether they wish to keep the health insurance provided by the Town or utilize insurance provided by another source. At any time if a member gives up his Town provided insurance benefit he/she may elect to get those benefits back immediately upon request. Police officers hired prior to July 1, 2013 who retire on or after July 1, 2013 shall contribute 10% of the premium cost of said health insurance in retirement.

Employees hired on or after July 1, 2013 shall contribute 20% of the premium cost of said health insurance in retirement.

(c) Surviving Spouses and Children

In any case where a police officer is killed in the line of duty, the Town shall continue to pay medical coverage for such police officer's spouse until such time as the police officer's spouse either remarries or dies. The Town will continue medical coverage for the police officer's child up to the age of nineteen (19) years or a higher federally mandated age.

ARTICLE XXII. SALARIES

Salaries for police officers of the Police Department covered by this Agreement for the period from July 1, 2014 - June 30, 2017 shall be as follows:

Effective March 21, 2015

RANK	ANNUAL	BI-WEEKLY
DEPUTY CHIEF	83,798.91	3,223.03
LIEUTENANT	69,662.48	2,679.32
SERGEANT	63,458.79	2,440.72
DETECTIVE INSPECTOR	61,269.55	2,356.52
PATROLMAN, SENIOR	59,080.31	2,272.31
PATROLMAN, JUNIOR	53,817.17	2,069.89
PATROLMAN, PROBATIONARY	45,340.60	1,743.86

Effective July 1, 2015

RANK	ANNUAL	BI-WEEKLY
DEPUTY CHIEF	85,474.89	3,287.49
LIEUTENANT	71,055.73	2,732.91
SERGEANT	64,727.97	2,489.53
DETECTIVE INSPECTOR	62,494.94	2,403.65
PATROLMAN, SENIOR	60,261.92	2,317.76
PATROLMAN, JUNIOR	54,893.51	2,111.28
PATROLMAN, PROBATIONARY	46,247.41	1,778.74

Effective July 1, 2016

RANK	ANNUAL	BI-WEEKLY
DEPUTY CHIEF	87,184.39	3,353.24
LIEUTENANT	72,476.84	2,787.57
SERGEANT	66,022.53	2,539.32
DETECTIVE INSPECTOR	63,744.84	2,451.72
PATROLMAN, SENIOR	61,467.16	2,364.12
PATROLMAN, JUNIOR	55,991.38	2,153.51
PATROLMAN, PROBATIONARY	47,172.36	1,814.32

It is stipulated that the Deputy Chief of the Police Department is also a member of the Town's management team and that from time to time the Town is required to undertake a review of the salary and compensation paid to all the members of said management team to ensure the fairness of their compensation. In the event that said review discloses a need to adjust the compensation paid to the Deputy Chief, the Town shall notify the Union of such situation prior to implementing any change in the compensation paid to the Deputy Chief.

NOTE: Effective July 1, 2008 the Administrative Officer, the Detective Lieutenant, and the Detective Sergeant shall receive a $20 per week differential.

It is stipulated that the Town shall provide a recruitment rate of pay on those occasions when a police officer from another city or town wishes to transfer to the Portsmouth Police Department. On those occasions, the Town shall place the officer in the junior patrolman salary schedule, who shall advance to Senior Patrolman after thirty six (36) months of employment. In addition to the vacation benefits provided in Article XVIII herein, the officer shall be granted thirteen (13) vacation days on the first day of employment.

ARTICLE XXIII. LONGEVITY

Each regular permanent police officer of the Police Department shall be entitled to longevity payments after he/she has served as a police officer of the Police Department for a period of five (5) years, including his/her year of probation. Payments for longevity shall be in accordance with the schedule

hereinafter set forth and will be added to the police officer's annual salary so as to be included in his/her annual salary for retirement pension purposes only.

The Chief of the Police Department, at least thirty (30) days prior to the police officer's employment anniversary date, shall notify the Town Administrator and the police officer that said police officer is or is not entitled to said longevity increment by virtue of his/her employment record. If the Chief of the Police Department shall not so notify the Town Administrator, it shall be automatically and conclusively presumed that the police officer is entitled to said longevity increment.

In the event the Chief notifies the Town Administrator to that effect concerning any police officer, the denial of the longevity payment shall be subject to the Grievance Procedure as set forth in Article XXIX, herein.

Any police officer entitled to longevity payments shall be paid the same in one (1) lump sum within thirty (30) days of that police officer's anniversary date of employment with the Police Department in each year.

Longevity Schedule

Commencement of employment to and including fourth (4th) year, including probationary period	0%
Fifth (5th) year to and including ninth (9th) year	7% of Annual Salary
Tenth (10th) year to and including fourteenth (14th) year	8% of Annual Salary
Fifteenth (15th) year to and including nineteenth (19th) year	9% of Annual Salary
Twentieth (20th) year to retirement	10% of Annual Salary

ARTICLE XXIV. SPECIAL DUTIES

Police officers covered by this Agreement shall be assigned to details under the following terms, conditions and rates:

a) Assignments to details shall be by rotation in accordance with the present practice.

b) All details shall be assigned through the Portsmouth Police Department and all regular permanent police officers will have first choice of the details. This sub-section will also cover the assignment of all overtime.

c) Whenever a police officer assigned to a detail hereunder is injured in the course of such detail, he/she shall be compensated in accordance with Article XX.

d) Minimum time: All details shall have a four (4) hour minimum. If a detail is canceled without at least two (2) hours notice, the police officer shall receive a minimum of four (4) hours pay. If a police officer who has been assigned to a private or special detail fails to give at least four (4) hours notice that he/she will not be present for detail, it shall have the same effect on the detail roster as if he/she had served the detail.

e) Detail Pay: Detail pay is forty-four dollars ($44) per hour.

All detail hours in excess of eight (8) hours in any one work day shall be compensated for at the rate of time and one-half (1½) the detail rate.

f) Holiday details: "ALL DETAILS" - shall be performed at double the rate specified in (e) above which are performed on all holidays outlined in Article XVI inclusive of Christmas Eve and New Year's Eve.

g) Light duty: At the sole discretion of the Chief, a police officer certified as fit for “light duty” may be assigned administrative duties within the Department. An officer must be certified as fit for “light duty” by a medical doctor. If any discrepancy exists between one doctor certifying fit for “light duty” and another not, the officer can file a grievance following the procedure in Article XXX. Any officer who has a grievance pending will not be ordered to “light duty” until the grievance has been settled and will continue to receive normal pay and benefits. A police officer on light duty will wear prescribed civilian clothing pursuant to the Department’s uniform policy or other civilian attire approved by the Chief of Police or his designee. Officers on light duty will not operate a marked police vehicle or be placed in any environment to have direct contact with any prisoner. A police officer on light duty shall not be assigned to be a

dispatcher, but may assist in the dispatcher's duties. A police officer injured in the performance of his/her duties will not be assigned to "light duty" without his/her consent.

ARTICLE XXIV-1. MILITARY LEAVE

The Town and the Union agree that all members of the bargaining unit who are members of any United States Reserve Force or State National Guard Force are afforded leave to perform their military duties when under orders by their respective military agency, including but limited to compliance with all federal veterans re-employment rights and regulations, the Uniformed Services Employment and Reemployment Rights Act of 1994 (38 U.S.C. 4301 et. seq.) and State laws.

All requests for military leave shall be submitted to the Deputy Chief (or other designee) and must be accompanied with a copy of the military orders in support of said request, if available at the time of the request. Members who are granted military leave shall, upon their return, reimburse the Town their respective military pay for each day the member received both military pay and leave with pay from the Town, not to exceed the amount paid by the Town.

Members may, at their option, utilize accrued compensatory time or annual leave in lieu of military leave without any requirement for reimbursement.

Members on military leave shall not be counted against manning status for other officers requesting time off.

The military leave payroll adjustment will be calculated using the following formula:

- Divide only the basic pay amount from the military LES by the number of days the officer was ordered to duty/training (listed on the LES by date) to calculate the daily rate of base pay. If there are duplicates of the dates listed, a date will only be counted once for

the daily rate calculation. For example, basic pay of $660 divided by six (6) days training = $110 military leave daily rate of base pay.

- Multiply the military leave daily rate of base pay by the number of departmental days used for military leave. For example, $110 times two (2) days = $220 military leave adjustment for the days of military leave.
- Subtract the military leave adjustment amount from the officer's bi-weekly regular earnings. For example, $2,078.43 minus $220 = $1,858.43 one time bi-weekly payroll adjustment for military leave.
- If the military leave daily rate of basic pay is greater than the daily rate of regular earnings for Town employment, then the military leave adjustment will be made using the officer's Town employment regular earnings daily rate.

If the officer's military LES is not received by the Finance/Personnel office within thirty (30) days of the actual receipt of military pay, the military leave will be deducted from the employee's annual leave or a payroll adjustment will be made for the daily rate of regular earnings paid for Town employment, at the discretion of the Finance/Personnel office.

ARTICLE XXV. LEAVE OF ABSENCE WITHOUT PAY

The Town Council may grant a regular police officer leave of absence without pay for a period not to exceed one (1) year. Such leave shall be granted only when it will not result in undue prejudice to the interest of the Town as an employer beyond any benefits to be realized. No leave without pay shall be granted except upon written request of the police officer and a guarantee by the police officer that he/she will serve the Town of Portsmouth for at least one (1) year after return from such leave. Whenever granted, such leave shall be approved in writing and signed by the President of the Town Council, and a copy

filed with the officer's personnel record. Said leave without pay is subject to the provisions of the Town pension plan.

Upon expiration of a regularly approved leave without pay, the police officer shall return to work in the position held at the time leave was granted, without loss of seniority or other benefits save pension provisions. Failure on the part of a police officer on leave to report promptly at expiration without good cause, shall be considered as a resignation.

ARTICLE XXVI. SICK LEAVE

a) Sick leave shall be granted at the rate of fifteen (15) working days per year, accumulative to one hundred eighty (180) overall days sick leave. The Town may require the police officer to provide it with a doctor's certificate if the police officer is absent for more than three (3) scheduled work days. During the month of January in each year, the Town of Portsmouth shall cause to be published and dispatched to the police officers of the Police Department their present entitlement under this clause. Days of absence due to injuries and/or illness contracted outside the line of duty shall be subtracted from the police officer's sick leave as hereinbefore specified. Days of absence due to injuries contracted in the line of duty shall not be subtracted from the police officer's days of sick leave.

b) Sick leave for police officers of the Police Department shall be granted for the following defined reasons:

1. Personal illness or physical incapacity, not voluntarily caused, to such an extent as to be rendered thereby unable to perform the duties of his/her present position or of some other position of the Department, if said police officer is found capable of other work by a qualified physician.

2. Attendance upon members of the family within the household of the police officer whose illness required the care of such police officer for a period not to exceed twenty-four (24) consecutive hours (police officer can be required to sign an Affidavit stating that there is no possible way to make other

arrangements). No more than five (5) said days of work shall be allowed in any one (1) contract year.

c) Additional leave not to be deducted from sick leave:

1. Enforced quarantine when established and declared by the Department of Health or qualified physician for the period of such quarantine only.

2. In the case of the death of a mother, father, spouse, child, brother or sister, or other member of the police officer's immediate family, or of the police officer's spouse's immediate family, each police officer covered by this Agreement shall be entitled to a leave of absence with pay from the time of notification of death to and including the day following the burial of the deceased, except for travel distance of three (3) days, and provided further, that in the case of police officers of the Jewish faith, said leave shall be for the actual period of mourning observed, but not to exceed seven (7) days from the day of burial.

3. In the case of death of a relative other than as provided in Paragraph 2 above such leave of absence with pay shall be for not more than one (1) day to permit attendance at the funeral of said person, if the leave is first approved by the Chief of Police. (Affidavit may be required.)

d) Sick leave with pay shall not be granted for any sickness resulting from intoxication or use of narcotics, except that sick leave will be granted for treatment or rehabilitation as approved by the Director of Personnel on the same basis as granted for any other illness.

The Police Officer must notify the Police Department as early as possible but in no event less than sixty (60) minutes before his/her regularly scheduled starting time.

If a Police Officer calls in sick from a place other than his/her residence of record, he/she shall furnish such address and phone number to the Police Department.

When a police officer repeatedly takes one eight (8) hour day at a time or when the police officer has taken within twelve (12) months six (6) eight

(8) hour days or four (4) tours of duty, then the police officer may be required to document all further use of sick days taken by furnishing a statement of an attending physician on a form provided by the Town setting forth the police officer's physical condition that necessitates such absence.

Failure on the part of the police officer to timely notify the department of any absence for which sick leave is claimed, and/or failure to provide medical documentation in a form and manner acceptable to the department shall result in the denial of sick leave.

e) Sick Leave Upon Retirement, Death or Termination of Employment - In any case where a police officer covered by this Agreement dies having at such time unused, accumulated sick leave, the Town shall pay one-quarter (1/4) of the amount of such accrued, unused sick leave to the Executor or Administrator of the police officer's estate or to his/her widow(er) if there be no Executor or Administrator; or to his/her next of kin if there be no widow(er).

In the case of retirement or voluntary termination after ten (10) years of employment where a police officer has unused, accumulated sick leave, the Town shall pay fifty (50) percent of the amount of such accrued, unused sick leave directly to the police officer on his/her retirement or voluntary termination of employment from the employ of the Town.

The amount to be paid for unused, accumulated sick leave shall be determined by multiplying the police officer's most recent daily rate of pay (i.e., his/her weekly pay divided by five [5]) by the number of unused, accumulated days of sick leave as above set forth.

f) Sick Leave for Early Retirement - A police officer hired on or after 7/1/90 with less than twenty (20) years credited service may apply all or a part of unused, accumulated sick leave to attain credited service of twenty (20) years and retire immediately with twenty (20) years credited service.

g) Sick Leave Bank – Sick leave granted in excess of the 180 overall days that may be accumulated pursuant section a) hereof, hereinafter "normal accumulation," shall be accumulated as a sick leave bank. Sick leave so

accumulated shall be used only when and if a police officer has exhausted all sick leave in his normal accumulation. There shall be no payment at termination due any police officer for any sick leave in the sick leave bank.

ARTICLE XXVI.-1 PERSONAL DAYS

Police officers shall be issued three (3) personal days, but whenever the third such personal day is used, said day shall be charged to the police officer's sick leave allotment. This third personal day cannot be carried forward as a personal day to be used in a subsequent fiscal year. In other words, a maximum of three personal days is allowed per fiscal year.

Said personal days shall be taken by the officers in the same manner as sick leave regardless of how many officers are off on personal, sick, vacation, or compensatory time on said shift. Officers on said personal days shall not be required to report to police HQ's in the same manner as sick leave. Personal days issued to officers on 1 July of a contract year must be used by 30 June of said contract year. Any unused days shall be forfeited at the end of the contract year. If an officer is out of work due to an injury or extended illness and unable to use personal days prior to 30 June of said contract year due to the injury or extended illness, personal days will carry over into the next contract year to be used in the same manner as outlined above. Personal days will not be used on the following holidays to cause another officer to be ordered in for duty (drafted): New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas

ARTICLE XXVII. PROBATIONARY PERIODS

All original appointments shall be made with a probationary period which commences upon graduation from the Municipal Police Academy and being sworn in as a Portsmouth police officer. The probationary period shall be twelve (12) months. A probationary period shall also apply for promotions to new positions which will also be twelve months from the effective date of promotion. A Junior

Patrolman shall serve in that position for a period of twenty-four (24) months from the date of elevation from probationary patrolman. For probationary police officers, the probationary rate of pay will apply from date of hire through the probationary period.

ARTICLE XXVIII. PENSION

a) The Town of Portsmouth shall provide for a pension plan for all police officers hired prior to June 30, 2010 covered under this Agreement permitting such police officer to retire after twenty (20) years of credited service at a pension equal to sixty percent (60%) of the highest of the last three (3) years annual salary for such police officer and a pre-retirement death benefit equal to thirty per cent (30%) of the average of the last five (5) years annual salary plus ten percent (10%) for each child under age twenty-one (21) to a maximum of fifty per cent (50%) of the average of the last five (5) years annual salary. For each year of service beyond twenty (20) years, police officers will receive an additional two percent (2%) per year toward their pension benefit to a maximum of five (5) years for an additional ten percent (10%).

The pension calculation will be based on payments earned during the three (3) (or five (5) for death benefits) twelve month periods of 365 or 366 days each immediately preceding the retirement date. The number of actual pay period dates falling within any twelve month period will not have a bearing on the calculation of pension. Gross annual salary for this pension calculation includes a participant's base annual salary and longevity, but excludes overtime, clothing allowance, holiday pay and any other form of compensation).

The cost of the pension plan shall be funded by employee pre-tax contributions of not more than nine percent (9%) of the gross annual salary (inclusive of longevity but exclusive of overtime, holiday pay, and any other form of compensation) of each police officer of the Portsmouth Police Department

covered under this contract; the remaining cost shall be funded by the Town of Portsmouth.

The Town shall provide an annual cost of living adjustment of three percent (3%) for all police officers of the Police Department hired prior to June 30, 2010 covered under this contract who retire after July 1, 2003 with twenty (20) or more years of credited service. This adjustment will commence on the January 1st following the second anniversary of the police officer's retirement date. Example: A police officer retiring on December 31, 2003 will receive his first COLA on January 1, 2006. An officer retiring two (2) days later on January 2, 2004 will receive his COLA on January 1, 2007.

The Town is granted the option to withdraw from Social Security coverage and from the Money Accumulation Plan, so-called, and the members of the Union shall give their full cooperation to the Town in accomplishing said withdrawals.

All police officers employed by the Town of Portsmouth as of June 30, 2010 shall be deemed vested in the pension plan set forth in this section (a) regardless of the number of years they have credited service in the pension system. However, police officers, even though vested, shall not be entitled to collect any benefits from the pension system until the police officer has received ten (10) years of credited service in the pension system and shall be allowed to collect their pension following the first (1st) day they would have completed twenty (20) years of service in the pension system.

All provisions of the pension plan referred to in this section (a) are hereby incorporated by reference as if fully set forth herein.

The Town and the Union agree that all members of the bargaining unit employed as of June 30, 2010 (listed herein) shall be covered by the defined benefit pension plan referred to above upon execution of this agreement regardless of the number of years of creditable service at the time. It is the intention of the Town and the Union to provide a non forfeitable right to the

pension benefits to said members as they exist at the time of the execution of this agreement.

Notwithstanding the vesting provisions referred to above, said members shall not be eligible to receive the benefits contained in said pension plan without first fulfilling the years of service requirements contained therein, or in the alternative, the conditions precedent for disability retirement. The provisions set forth above apply to the following:

Lance Hebert	Jeffrey Furtado	Stephen Sullivan
Brian Peters	Steven Cofield	Jeffrey Andrade
William Burns	Anthony Cambrola	Alberto Bucci
Steven Hoetzel	George Grassi	Stephen Burns
Scott Travers	Michael Arnold	Brett Bucholz
Maryanne Perry	Garrett Coyne	Jacob Silva
Matthew D'Aguanno	John Cahoon	Nicholas Arruda
Mark Mooney	Patrick O'Neill	Jack Clarke
Khatu Khubchandani	Michael Morse	David Powers
Shawn Churchill	Richard Ruest	Jeffrey Cornelisse
Justin Andreozzi		

b) Total and Permanent Disability Pension –

1. Accidental Disability: Work-Related Injury/Illness. In the event that a participant becomes totally and permanently disabled as a natural and proximate result of injuries or illness sustained while in the performance of duty and such disability is not the result of willful negligence or wanton misconduct on the part of the participant, who has been examined by a physician appointed by the Town and remained away from regular employment with the police department for a period of eighteen (18) months, such participant shall be

entitled to receive disability benefits upon being found unfit for duty. The Town shall direct the trustees to place such participant on a disability pension as of the first of the month following the participant's termination date. In the event that a participant shall apply for a disability pension prior to the expiration of the eighteen (18) month period described above, the trustees shall cause the participant to submit to a medical examination as set forth in subsection (5) below. Such participant shall be considered to be totally and permanently disabled for purposes of this section if the third physician concludes that the said participant is physically or mentally disabled for the performance of duty and such disability is not due to age or length of service.

2. Ordinary Disability: Non-Work Related Injury/Illness. A participant who has not reached his/her normal retirement and who has completed at least ten (10) years of service with the police department of the Town and who has become disabled by any medically determinable physical or mental impairment which can be expected to be either of indefinite duration or result in death, which disability is not incurred in the performance of his/her duties for the police department, and which renders the participant unfit for duty as a police officer, may be retired on a disability pension.

3. The monthly disability benefit payable to a participant who becomes entitled thereto pursuant to Article XXVIII. Pension, section (b)(1) shall be an amount equal to sixty-seven percent (67%) of the participant's annual earnings at the time of the participant's retirement date. The benefit shall be paid monthly for the period of disability and shall be adjusted annually on January 1st of each year by a three percent (3%) compounded COLA. For the purposes of this section, "annual earnings" shall include annual salary and longevity.

The monthly disability benefit payable to a participant who becomes entitled thereto pursuant to Article XXVIII. Pension, section (b)(2) shall be equal to fifty percent (50%) of the participant's average monthly rate of earnings over any period to two consecutive years which produces the highest average monthly

rate. The benefit shall be payable monthly for the period of disability and shall be adjusted annually on January 1st of each year by a three percent (3%) compounded COLA.

4. The trustees may, from time to time, cause a participant who is receiving a disability pension to be examined by a qualified physician selected by the trustees; provided, however, that there may not be more than one (1) annual examination after the first year of the participant's retirement date. If, in such physician's opinion, the participant's condition warrants him/her returning to police duty with the police department, and the participant meets the department's written and physical requirements for new employees, he/she shall be regarded as having recovered from such disability, he/she shall be reinstated to police duty forthwith, and further payment of a disability pension to him/her shall cease. The failure of the participant to submit to such examination, when so requested by the trustees, shall result in discontinuance of the payment of the disability pension to such participant until he/she shall comply with such request.

5. In the event a dispute shall arise as to whether a participant is, or continues to be disabled as provided by this subsection prior to cessation of benefits, he/she shall be examined by a qualified physician selected by the trustees and a qualified physician selected by such participant. The findings of such physicians shall be binding on the trustees, the participant and all others concerned. If such physicians shall not agree, the participant shall be examined by a third physician selected by the two (2) other physicians, and the findings of such third physician shall be final and binding on the trustees, the participant and all others concerned. The trustees shall assume all expenses related to these examinations.

6. Any amounts paid or payable under the provisions of Article XXVIII. Pension (b) shall be deemed Workers' Compensation.

7. Effective July 1, 2015, all members of the bargaining unit who

provide written notice of intent to retire one year in advance of date of retirement shall receive a retirement incentive bonus in the amount of five thousand dollars ($5,000.00) which shall be included as part of the member's annual salary for the purpose of calculation of pension benefit. Those members participating in the Article XXVIII-1 defined contribution retirement plan shall receive the $5,000.00 retirement incentive bonus only. The incentive bonus shall become payable and the written intent to retire shall become irrevocable upon the date of the member's retirement or the date the member commences leave in anticipation of retirement, whichever occurs first.

ARTICLE XXVIII-1 PENSION (DEFINED CONTRIBUTION PLAN)

Police Officers hired after July 1, 2010 will be enrolled in a Defined Contribution 401(a) Money Purchase Plan, which is a retirement savings plan which allows contributions to be made by the employer and the employee. The employee will contribute of a minimum of 8% of regular earnings (salary and longevity) on a pre-tax basis. The employer will make a pre-tax contribution of 8% of regular earnings (salary and longevity), every pay period. The funds in this Plan belong to the employee, subject to vesting provisions, and the employee will be responsible for selecting the specific investment vehicles.

In the event that the participant terminates employment prior to five (5) years of service, the following vesting schedule shall apply: one (1) year of service equals 20% vesting, two (2) years of service equals 40% vesting, three (3) years of service equals 60% vesting, four (4) years of service equals 80% vesting and five (5) or more years of service equals 100% vesting. If the employee terminates employment prior to being fully vested, he receives his employee contributions plus return on all investments and 20, 40, 60, 80 or 100 percent of the employer's contributions plus return on all investments, dependent upon years of service. For example, if the employee leaves after 3 years, he would receive his employee contributions and associated return on all

investments and 60% of the employer's contribution and associated return on all investments.

All Police Officers hired after July 1, 2010 will be enrolled in both the 401(a) Plan and an alternate plan for disability pensions. Enrollment in the disability pension plan will be limited to accidental or ordinary disability retirement purposes only. The Town will contribute an additional amount to the disability pension plan in order to fund disability retirements only.

Work related disability. In the event that an employee sustains a work related injury or illness and receives an accidental disability retirement, the employee will receive sixty-seven percent (67%) of the participant's annual earnings (salary and longevity) at the time of the participant's retirement date.

The employee will be considered one hundred percent (100%) vested in the 401(a) plan, regardless of years of service.

As of the accidental disability date, the total value of the employee's 401(a) Plan will be used to actuarially determine the monthly annuity value of the account. This calculation will be performed at the Town's expense by the Town's pension actuary. Once the monthly annuity value has been determined, the disability pension plan monthly pension payout will be offset by that amount.

The Town shall provide an annual cost of living adjustment for accidental disability pensions equal to the COLA amount in Article XXVIII Pension.

For example: The employee's earnings at the time of accidental disability retirement are $45,000. The annual disability pension amount is $32,400 and the monthly disability pension amount is $2,700. The actuary's annuity valuation, of the participant's 401(a) Plan, is determined to be $200 per month. The monthly pension amount paid to the retiree from the disability pension plan would be reduced by $200 per month. The retiree would receive $2,500 per month from the disability pension plan and would be responsible for drawing the remainder from his/her 401(a) plan, to produce the total sixty-seven percent (67%) accidental disability pension.

Ordinary Disability. In the event that an employee is injured off the job and is eligible to receive an ordinary disability retirement, the employee will receive fifty percent (50%) of the participant's average monthly rate of earnings over any two (2) consecutive years which produces the highest average monthly rate, until such time as the participant reaches his/her normal retirement date (completion of twenty (20) years of service.) The ordinary disability retirement will convert to a normal retirement at the normal retirement date and the participant would then begin taking distributions exclusively from the 401(a) Plan.

The employee will be considered one hundred percent (100%) vested in the 401(a) Plan, regardless of years of service.

For example, at the time of ordinary disability retirement, the employee's highest average annual earnings (salary and longevity) based upon any two (2) consecutive years of earnings, are $45,000. The annual pension amount is $22,500 and the monthly pension amount is $1,875. The retiree would receive $1,875 per month from the disability pension plan, until such time as the participant reaches his/her normal retirement date. The retiree would then begin taking distributions exclusively from the 401(a) Plan.

Effective July 1, 2015, all members of the bargaining unit who provide written notice of intent to retire one year in advance of date of retirement shall receive a retirement incentive bonus in the amount of five thousand dollars ($5,000.00) which shall be included as part of the member's annual salary for the purpose of calculation of pension benefit. Those members participating in the Article XXVIII-1 defined contribution retirement plan shall receive the $5,000.00 retirement incentive bonus only. The incentive bonus shall become payable and the written intent to retire shall become irrevocable upon the date of the member's retirement or the date the member commences leave in anticipation of retirement, whichever occurs first.

ARTICLE XXIX. RULES AND REGULATIONS

The Town Administrator expeditiously shall review the existing Rules and Regulations governing the Police Department. Any recommendations by Local 302 will be given consideration and enacted if deemed advisable by the Town.

Local 302 shall be given the opportunity, where appropriate, to comment upon any Rules and Regulations proposed by the Town.

ARTICLE XXX. GRIEVANCE PROCEDURE

For the purpose of resolving grievances of the Union (Local 302, I.B.P.O.) and/or the police officers of the Portsmouth Police Department, the following grievance procedure will be followed:

Section 1. Definitions.

(a) A "grievance" shall mean a complaint by a police officer that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement or of established policy practice.

(b) Unless otherwise indicated, the work days shall be deemed to mean calendar days inclusive of Saturdays and Sundays.

Section 2. Procedure

Step 1. A grievance must first be taken up between the police officer involved or his/her representative and the Chief of Police or his/her designee. Said conference shall take place within five (5) days of the date of the occurrence or the police officer's knowledge thereof.

Step 2. If the matter is not settled in Step 1, the police officer shall, in writing, not more than ten (10) days of the date of the occurrence or the police officer's knowledge thereof, bring it to the attention of the Executive Board of the Union to determine the justification of the complaint.

Step 3. When the Executive Board feels that there is a justification in the complaint, it shall appoint a representative to arrange and meet, not more than fifteen (15) days of the occurrence or the police officer's knowledge thereof

with the Chief of Police or in his/her absence, the Acting Chief. Said representative shall be accompanied at said meeting by the grievant.

Step 4. In the event that the Union representative and the Chief, or in his/her absence, the Acting Chief, are unable to resolve the alleged grievance or issues to the satisfaction of both parties, the Union representative shall arrange and meet with the Town Administrator not more than twenty (20) days of the occurrence or the police officer's knowledge thereof.

Step 5. In the event that the grievance cannot be satisfactorily settled between the representative of the Union and the Town aforesaid, then the grievance shall be submitted to arbitration as herein after provided not more than twenty-five (25) days of the occurrence or the police officer's knowledge thereof.

Section 3.

It is expressly understood by the parties hereto that the police officers of the Portsmouth Police Department shall have no right to engage in any work stoppage, slowdown or strike. Any and all issues or grievances shall be resolved by the grievance and arbitration procedures set forth herein. It is expressly understood, however, that in the event a question arises as to whether or not a working condition has been changed, the police officer(s) will carry out the orders of the officer in charge pending the resolution of the question in accordance with the procedures set forth in this Article.

Section 4.

A grievance shall have to be initiated within five (5) days of occurrence of the cause for complaint, or if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within five (5) days of the first such knowledge by either the aggrieved or the Union.

Failure at any step of this procedure to communicate a decision in writing on a grievance within the specified time limits shall permit the grievant or Union to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall terminate the grievance.

ARTICLE XXXI. ARBITRATION

If a grievance is not resolved in accordance with the provisions of Article XXX then not more than twenty-five (25) days of the date of the occurrence or the police officer's knowledge thereof, the Union shall file with the American Arbitration Association and with the Town Administrator a demand for arbitration. The demand for arbitration shall include a statement setting forth the issue to be decided by the arbitrator and the provisions of the Agreement involved.

a) In all cases involving a grievance which is submitted to arbitration, the individual or individuals having the grievance shall be required to attend and present their grievance. Such individual or individuals shall further be entitled to be represented by legal counsel.

b) Any decision handed down by the arbitrator shall be final and binding upon the parties hereto.

c) All costs and expenses of the arbitration shall be shared equally by the parties.

ARTICLE XXXII. LEGAL ASSISTANCE AND INDEMNIFICATION

In the event any police officer covered by this Agreement is sued in any civil proceeding as the result of actions performed by said police officer in the performance of his/her duty as a police officer of the Portsmouth Police Department, the Town of Portsmouth agrees to provide such police officer with all necessary legal assistance, and further agrees to pay any judgment rendered against such police officer, within the limits of the insurance coverage presently in effect.

ARTICLE XXXIII. TIME OFF WHILE PERFORMING UNION DUTIES

Police Officers of the Portsmouth Police Department covered by this Agreement who are officers of the Union (not to exceed 4) shall be allowed reasonable time off for official Union business with the Town for the purpose of

attending collective bargaining sessions without loss of pay and without the requirement to make up such time. A police officer of the Portsmouth Police Department who is an officer of the Union (not to exceed 1, who shall be designated on 1 July of each year) shall be allowed reasonable time off to attend regional meetings of the International Brotherhood of Police Officers and the national convention of the International Brotherhood of Police Officers without loss of pay and without the requirement to make up such time.

ARTICLE XXXIV. SCHOOLING AND SEMINARS

The Town agrees that when a school or seminar to which the Chief intends to send a police officer is offered, a notice of the school or seminar will be posted on the bulletin board in the Desk Sergeant area. Police officers interested in attending the school or seminar will submit a written request to the office of the Chief of Police during the posting period. The Chief will also give notice to police officers who are sick or injured by calling or mailing a notice of the school to them at the address and/or telephone number given by them in accordance with Town policy. Failure of the Chief to post the school or seminar shall be subject to grievance.

Police officers shall receive eight (8) hours of in-service training per year. The eight (8) hours shall either be in an eight (8) hour block or two (2) four (4) hour blocks. The type of training received shall be jointly agreed upon by the Union and the administration. Police officers shall be compensated by compensatory time only for such training.

The Town and the Union shall cooperate in formulating and implementing a Physical Enhancement Program, designed to improve the physical condition of the police officers. To this end, a committee shall be formed, comprised of an equal number of representatives of the Town and the Union, with the charge of formulating a program for police officers of the Portsmouth Police Department. Such programs shall not be mandatory on any police officer. The Town and the

Union will encourage all police officers to participate in such a program, if adopted and agreed to.

Emergency Medical Service Training (First Responder Course) shall be instituted as soon as possible by the Town for the benefit of present and future police officers of the Department. Such training shall be on a voluntary basis for police officers hired prior to July 1, 1985, but the Town may require maintenance of certification as a condition of continued employment for police officers hired on or after July 1, 1985.

Any police officer who terminates employment for any reason other than death or disability before the fourth (4th) anniversary date of that police officer's hire shall reimburse the Town all specialized departmental training and education expenses incurred by the Town on account of that police officer. Any police officer who terminates employment for any reason other than death or disability after the fourth (4th) anniversary date of that police officer's hire shall reimburse the Town for all specialized departmental training and education expenses incurred by the Town on account of that police officer during the six (6) month period immediately preceding that police officer's date of termination. The reimbursement requirements of this paragraph shall not apply to any tuition or other educational expenses the Town is obligated to incur pursuant the applicable laws of the State of Rhode Island.

ARTICLE XXXV. SUBROGATION

Should any member of the bargaining unit receive benefits under this Agreement in the form of Sick Leave and/or Injury on Duty Leave benefits, and should said member recover from a third party amounts of money attributable to said Sick Leave or Injury on Duty Leave benefits payable under this Agreement, then the Town of Portsmouth shall then and there be subrogated to the position of the police officer against the third party for that amount of money which has in fact already been paid by the Town of Portsmouth to the police officer as Sick Leave or Injury on Duty Leave benefits.

This Article does not apply to benefits received by the members who purchase their own insurance coverage at their own expense and any amounts receivable by the Town under this Article shall be offset by a reasonable attorney's fee not to exceed one-third (1/3) of the amount recovered.

The intent of the parties herein is that the Town of Portsmouth may recover from the police officer that sum of money obtained by the police officer from a third party for which the police officer has in fact already been paid by the Town as Sick Leave benefits. When the Town of Portsmouth recovers from the police officer that sum of money obtained by the police officer from a third party, the Town thereafter will immediately credit the police officer's sick leave account for that amount of hours the Town has recovered.

Said amount of money paid by a third party to a police officer and recoverable by the Town from the police officer is limited to lost wages only, and only for work time actually missed by the police officer.

The amount of money which has been paid by a third party to a police officer as lost wages which may be recoverable by the Town of Portsmouth for sick leave already having been paid to the police officer is and will be based upon the pay rate under the Collective Bargaining Agreement between Local 302 and the Town of Portsmouth which was in existence at the time of the incident which gave rise to the claim by the police officer against the third party in the first place.

This proposal reflects the intent of the parties that any subrogation rights agreed to between Local 302 and the Town of Portsmouth are solely and exclusively confined to any sums of money paid to a police officer as lost wages; said subrogation rights of the Town of Portsmouth do not extend in any form whatever to any other benefits received by a police officer.

ARTICLE XXXVI. DURATION OF AGREEMENT

This Agreement shall in the first instance be in full force and effect from July 1, 2014 to June 30, 2017, and thereafter unless either party hereto, at least

one hundred twenty (120) days prior to the last day on which money can be appropriated by said Town, gives written notice to the other party of its intention to terminate or amend the Agreement.

The parties agree that the terms and conditions of this Agreement shall remain in full force and effect until such time as the parties enter into and have ratified or arbitrated a successor agreement.

ARTICLE XXXVII. DEPUTY CHIEF

Notwithstanding any provisions herein to the contrary, the Deputy Chief shall work a non-standard schedule devised by the Chief and approved by the Town Administrator. Said schedule shall provide for the administration and management of the Police Department in accordance with the Laws of the United States and the State of Rhode Island, the Charter and ordinances of the Town of Portsmouth and generally accepted management and administrative principles and standards appropriate and applicable to the Portsmouth Police Department.

The compensation due to the Deputy Chief for the above shall be as specified herein and shall not include overtime or compensatory time unless such compensation is for work outside the scope of his/her duties as Deputy Chief.

It is understood and acknowledged by the parties hereto that the performance of the above set forth scope of duties necessarily involves attendance at meetings, conferences, and a variety of professional and community events and forums.

IN WITNESS WHEREOF: The said Town of Portsmouth has caused this instrument to be executed in duplicate and its corporate seal to be affixed by the Town Council President, thereunto duly authorized by the Town Council of the Town of Portsmouth, as of the day and year first above written, and the said Local 302, I.B.P.O. has caused this instrument to be signed and sealed by its President or Secretary/Treasurer/Business Agent thereunto duly authorized as of the day and year first above written.

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL #302:

BY: _____
Michael C. Arnold, President
Local #302, I.B.P.O.

TOWN OF PORTSMOUTH

BY: _____
Keith Hamilton
President, Town Council

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL #302:

BY: _____
Anthony Cambrola
Business Agent, Local #302, I.B.P.O.

TOWN OF PORTSMOUTH

BY: _____
James Lathrop
Interim Town Administrator

APPROVED AS TO FORM:

BY: _____
Kevin Gavin
Town Solicitor

Date: 4/24/2015

Flexible Spending Accounts (FSA)

Overview

With a tax-advantaged FSA, you have a convenient way to save for—and pay for—eligible medical, dental, and other expenses.

With an FSA, you benefit from the following:

- Tax Savings – By saving pre-tax dollars in your FSA, you lower your taxable income and increase your annual take-home pay (see example below).
- Overall Lower Out-of-pocket Costs – By using pre-tax dollars to pay for eligible expenses, you gain an automatic discount on these products and services.
- Flexibility – The funds in your FSA can be used for a range of products and services (see summary).
- Convenience – With your FSA debit card, it's easy to use your funds when you need them.

Managing Your FSA is Easy

You can access your FSA by simply logging into your account through **mywealthcareonline.com**, where you can:

- Check your current FSA balance and transaction history
- Schedule a contribution and direct deposits
- Utilize tax savings calculator and eligible expense finder
- Submit claims
- And more

Increase Your Take-Home Income*

	Not Enrolled in an FSA	Enrolled in an FSA	Benefits
Pre-Tax Annual Income:	$38,000	$38,000	
FSA Contribution	$0	-$500	FSA funded by pre-tax dollars
Taxable Annual Income:	$38,000	$37,500	
Federal Income Tax (15%)	-$5,700	-$5,625	Pay less in Federal Income Tax
State Income Tax (4%)	-$1,520	-$1,500	Pay less in State Income Tax
FICA Tax (7.65%)	-$2,907	-$2,869	Pay less in FICA Tax
Out-of-Pocket Medical Expenses	-$500	$0	Out-of-Pocket medical expenses paid by pre-tax dollars in your FSA
Take-Home Annual Income	$27,373	$27,506	Take-home income increased by $133

** Illustration is just an example. Incomes, contributions, and taxes will vary by individual and state.*

Summary of Eligible Expenses

Healthcare FSA

Braces	Eyeglasses
Copays	Hearing Aids
Contacts	Home Hospice Care
Deductibles	Mental Health
Chiropractors	Machine Tests
Deductibles	Physician Services
Dental Services	Prescriptions
Diagnostic Testing	Surgeries
Durable Medical Equipment	Therapy
	Vision Services

Dependent Care FSA

Adult Day Care	Nursery School
Child Day Care	Sick-child facility
Day Camp	

Have questions? Please call BCBSRI Customer Service at the number on the back of your member ID card or at (401) 459-5000.

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.

11/13 PM-14399 • 5917