AGREEMENT

By and Between

TOWN OF PORTSMOUTH

and

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

LOCAL #280

JULY 1, 2014 TO JUNE 30, 2017

CONTRACT AGREEMENT NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

LOCAL 280

JULY 1, 2014 - JUNE 30, 2017

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AGREEMENT

This Agreement made and entered into this 1st day of July 2014, by and between the TOWN OF PORTSMOUTH, RHODE ISLAND, hereinafter referred to as the "Town" and the NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, on behalf of Local Union No. 280, hereinafter referred to as the "Union."

PURPOSE

It is the purpose of the Agreement to carry out the personnel policy of the Town of Portsmouth encouraging a harmonious and cooperative relationship between the Town and its employees by providing for procedures which will facilitate free and frequent communications between management and the employees of the Public Works Department.

By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present standards of service to the people of the Town of Portsmouth and agree further that high morale and good personnel relations are essential to carry out this end.

The Town employees as individual members of the Union are to regard themselves as Town servants, and as such, they are to be governed by the highest ideal of honor, loyalty and integrity in all their public, personal and official relationships in order that they may merit the respect and confidence of the general public, the Town Council and management.

ARTICLE I.

Section 1. The Town recognizes the Union as the exclusive bargaining representatives with respect to rates of pay, wages, hours of employment or other conditions of employment for all employees in the bargaining unit found appropriate in the Certification of November 29, 1974, by the State of Rhode Island, State Labor Relations Board in case number EE-3062.

Section 2. It is expressly understood by the Town and the Union that the Director and Deputy Director of the Public Works Department are excluded from the requirement of Union membership.

Section 3. All present employees 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 employees who are not members of the Union and all employees who are hired hereafter shall become members of the Union as a condition of employment by the sixtieth (60th) day following the beginning of their employment.

Section 4. The Town agrees not to discharge or discriminate in any way against employees of the Public Works Department for Union membership or Union activities.

Section 5. The Town agrees, upon the receipt of authorization from an individual member of the Union, in a form acceptable to the Town, to deduct regular membership dues in the amounts stipulated in the By-Laws of the members' Local Union and as may be stipulated by revisions of the By-Laws certified by the Secretary of the Local Union. Such deductions shall be made in keeping with prescribed financial practices and shall continue so long as the employee remains in the bargaining unit, unless cancelled in writing by the employee who authorized the deduction.

Section 6. The Town agrees that there shall be no loss of pay incurred by Local Union Officials for participation in grievances or negotiation meetings.

Section 7. In consideration of the Town's entering into this Collective Bargaining Agreement, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liabilities or cost of the Town, which arise out of entering into or enforcement of said provisions or which arise out of the payroll deductions.

Section 8. The Union President, or his designee, shall be allowed to take up to two (2) days per year to engage in Union business.

ARTICLE II. NON-DISCRIMINATION

Section 1. Neither the Town nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national origin or age.

Section 2. The use of the masculine or feminine gender of this Agreement shall be construed as including both genders and not as restriction on the basis of sex, unless the contract clearly requires a different language construction.

Section 3. If any Article or Section of the Agreement is found to be in violation of any State or Federal law, that particular Article or Section shall be deemed void and be of no further force and effect. However, it is agreed by the parties that in the event this occurs, the remainder of this Agreement shall remain in full force and effect.

ARTICLE III. RIGHTS OF MANAGEMENT

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction, and responsibility of the Town are retained by and reserved exclusively to the employer including, but not limited to, the rights to manage the affairs of the Town and maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which operations are to be conducted including the contracting out of any work; to determine the schedules and hours of work and the assignment of employees to work; to establish new job classifications and job duties and functions and to change, reassign, abolish, combine and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his/her services, to hire, promote, transfer, assign, retain, and for just cause to discipline, suspend, demote and/or discharge employees; to relieve employees from duty because of lack of work or other legitimate reasons; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; to require an employee, based upon a valid reason, to submit to a physical examination by a

physician of the Town's choice and at the Town's expense; and to take whatever action may be conducive to carrying out the mission of the Department.

The regular work week for the members of the Union shall consist of forty (40) hours, 7:00 a.m. to 3:00 p.m. Lunch shall be one-half (1/2) hour of which no more than three (3) minutes may be spent at a restaurant or other commercial establishment. The provision for stopping at a restaurant or other commercial establishment will be reviewed in one year to determine its suitability.

When an employee has been certified by the employee's physician or the Town's physician as capable of performing light duties as a result of an injury or illness on or off the job, the Town, consistent with its needs and in its best interest, shall assign such employee for light duty in the Department. The assignments to such light duty shall be on a first-in, first-out basis, as available. Light duty assignments shall consist of answering phones, light clerical duties and other duties consistent with the employee's physical condition.

ARTICLE IV. SENIORITY

Section 1. The Town shall establish a seniority list by position classification and it shall be brought up to date, once per year, and the same shall be made available to the Secretary of the Local Union.

Section 2. In the event that more than one employee was appointed on the same day, the senior person will be the one who was issued the lower number.

ARTICLE IV(A). EQUIPMENT

Section 1. The Town will furnish to each permanent member one (1) set of raingear per year as needed. To receive new equipment, old equipment must be turned in to the Public Works Director. The Town shall pay to each permanent member, on an annual basis, the sum of three hundred fifty dollars ($350) to enable the member to purchase safety work shoes (steel toed) and three

hundred dollars ($300) as a clothing allowance for the purchase of work related clothing. The clothing allowance will increase to $400 in FY 2016 and to $500 in FY 2017. Employees shall be required to purchase said safety shoes and to wear them during working hours unless excused from wearing them by their immediate supervisor due to the type of work being performed. It is understood that the above amount will be paid to the members with the first payroll in July.

Effective December 2014, employees will receive the sum of $750 per year in the first pay period in December for possessing and maintaining a valid CDL license. If the employee fails to maintain his/her CDL license, for any reason, the employee shall be responsible for repaying this $750 to the Town,.

Section 2. Employees covered by this Agreement shall be required to have, acquire and maintain a telephone at their place of residence and to maintain at all times their current telephone number with the Public Works Director.

Section 3. All employees shall be required to possess and maintain a valid Commercial Driver's License (CDL) as a condition of continued employment. Employees shall receive one (1) personal day every five (5) years for the purpose of renewing their CDL license.

ARTICLE V. UNION BULLETIN BOARDS

Section 1. The Town agrees to furnish, without charge, space at the bargaining unit location to erect a free access bulletin board of a size approximately 30x30 inches. The bulletin board will be furnished by the Union and erected by the Town.

ARTICLE VI. GRIEVANCE PROCEDURE

Section 1. Notwithstanding any Town Ordinance regarding employees of the Town of Portsmouth, alleged grievances of employees of the Public Works Department arising from any cause shall be handled exclusively in accordance with the following procedure:

A. When an employee covered by this Agreement feels he has a grievance, he shall submit the grievance in writing to the Department Head, or in his absence to the Acting Department Head, within fifteen (15) days of its occurrence, with copies thereof being delivered to the Town Administrator and to the Business Agent of Local 280. Within ten (10) days after said Department Head, or in his absence the Acting Department Head, received such grievance, he, or in his absence, the Acting Department Head, shall issue his decision in writing.

B. If, in the judgment of the employee, and if the Local 280 feels that the nature of the written grievance justifies further action, it shall through the Business Agent of Local 280, present the grievance to the Town Administrator within ten (10) days of the Department Head's action. The Town Administrator shall meet with the Business Agent of Local 280 within ten (10) days of receipt of request from the Business Agent of Local 280. If either party feels it is necessary, the individual or individuals involved in the grievance shall be ordered to appear before the Town Administrator and the Business Agent of Local 280 for the purpose of testifying on the grievance. The employee and the Town shall be entitled to have counsel present at any stage in the proceedings under Paragraph B hereof. The Town Administrator shall render his decision in writing within ten (10) days after the meeting referred to herein.

C. If either party desires to proceed further with the grievance, it shall notify the other party to this Agreement in writing within seven (7) days of the written decision of the Town Administrator that it desires to process the grievance to arbitration and file a demand for arbitration with the American Arbitration Association.

The Arbitrator shall schedule a meeting within ten (10) days of his / her appointment to conduct hearings on the grievance and shall render a decision within thirty (30) days from the date of the conclusion of said hearings. The decision handed down by the Arbitrator shall be final and binding upon all parties

to this agreement. All costs and expenses of the arbitration shall be shared equally by the parties.

D. The time limits set forth herein may only be extended by mutual, written agreement of the parties.

Section 2. It is expressly understood by both parties hereto that the employees of the Public Works 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.

Section 3. It is agreed by the parties hereto that in the event the grievance shall involve the suspension or discharge of any employee, the employee shall receive all back pay and allowances from the date of reinstatement if suspension or discharge is reversed by a hearing or court decision.

ARTICLE VII. ARBITRATION

Section 1. Arbitration procedure shall be governed by the State of Rhode Island's Public Employment Relation Laws as they pertain to the Municipal Employees Arbitration Act.

ARTICLE VIII. JURY DUTY

Section 1. Regular full time employees shall be granted leave of absence for required duty on a jury or any other civil duty requiring appearances before a court or other public body, when the personal interest of the employee is not involved. Such employees shall receive that portion of their regular salary which will, together with a jury pay or fees, equal their total salary for the same period.

ARTICLE IX. HOLIDAYS

Section 1. The following holidays shall be paid holidays for all members of the Public Works Department:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve from 11:00 a.m. to 3:00 p.m. or the last work day before Christmas from 11:00 a.m. to 3:00 p.m.
Victory Day	Christmas Day
Labor Day	

Section 2. Holiday pay shall be one-fifth (1/5) of the employee's weekly salary. It is also understood that if any employee of the Public Works Department works on any of the following five (5) holidays, he/she shall be paid overtime at the rate of one and one-half (1 1/2) times his/her regular rate of pay:

Memorial Day	Labor Day
Independence Day	Columbus Day
Victory Day	

Employees shall be paid overtime at the rate of double (2) time his/her regular rate of pay for work performed on any of the following seven (7) holidays:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving
Presidents' Day	Christmas
Veterans Day	

Section 3. A Holiday allowance may be denied to any employee scheduled or called out to work on a Holiday who does not report for work that day, unless excused. Absence from work for just cause on a working day before and/or the working day after a Holiday may be permitted without loss of Holiday pay.

Section 4. Paid Holidays shall be considered as time worked, provided the employee works the working day before and after the Holiday.

Section 5. When a Holiday occurs during the vacation the employee shall be granted a day off with pay. Such day off shall be the last working day prior to

the vacation, the first working day following the vacation or a mutually agreed upon day to be taken within thirty (30) calendar days subsequent to the vacation week in which the Holiday falls.

ARTICLE X. VACATION

Section 1. The eligibility of regular employees to receive a vacation with pay within the current year shall be determined in accordance with the following schedule:

6 months	5 working days
1 year	5 working days
2 – 4 years	10 working days
5 - 9 years	15 working days
10 - 14 years	20 working days
15 years and over	20 working days plus 1 additional day for each year over 15 up to a maximum of 25 working days

Section 2. Vacations will be scheduled from April 16 through November 30. Seniority of service shall govern vacation selections. Vacations shall be selected and approved well in advance of the vacation period. Deviation from the stated time for taking a vacation will be considered upon a written request by the employee to the Department Head.

Vacations during the period of December 1 through April 15 will be permitted. One employee shall be extended this privilege, however, other employees shall be granted vacation days at the discretion of the Department Head during this period of time.

Employees who wish to take a vacation, not one or two days off, from December 1 through April 15 shall post and date the request twenty (20) working days in advance. Other employees who want the same vacation time shall have five (5) working days from the posted date of the first request to post his or her

request. Seniority will rule within this five (5) working day period. If a request is posted for five (5) working days without being challenged, it is locked in.

Vacations from December 1 through April 15 shall not exceed two (2) consecutive weeks or ten (10) working days.

It shall not be mandatory to request vacations twenty (20) working days in advance unless the employee wishes it to be locked in.

Section 3. Employees may split the ten (10) day vacation period into two equal parts but shall not be required to do so.

Section 4. The fifteen (15) and twenty (20) day vacation selection shall not affect the more desirable ten (10) day vacation period of another employee.

Section 5. The number of employees permitted to be on vacation at any one time shall be governed by the Department's work program.

Section 6. Pay for the vacation period shall be at the basic rate for the time constituting a normal work week.

Section 7. Employees shall be permitted to accumulate and carry forward from one year to the next no more than ten (10) days of annual leave. For the purpose of this Section, the year referenced above is established as 1 November as the date by which leave in excess of ten (10) days must be used or forfeited.

Section 8. The Personnel Office shall provide each employee with a quarterly report setting forth the status of their accrued leave.

ARTICLE XI. SICK LEAVE

Section 1. Sick Leave shall not be considered a right, but shall be a privilege granted under the terms of this Agreement. Falsifying illness and/or injury presents grounds for dismissal.

Section 2. On their sixth (6th) month anniversary of employment with the Town, each full time employee will be credited with five (5) days sick leave. On each employee's first anniversary date of hire each employee will be credited with an additional ten (10) days sick leave. Thereafter each full time employee who is a member of the bargaining unit shall earn sick leave with pay at the rate of one

and one-quarter (1 1/4) working days for each full calendar month of service, provided, however, that such benefit shall not accrue in excess of one hundred eighty (180) days.

Section 3. Sick Leave will be granted for absence from duty because of actual personal illness, non-compensable bodily injury or disease, medical appointments including doctor visits and testing, and exposure to contagious disease.

Section 4. The employee on sick leave shall remain at his/her residence, except that the employee may depart his/her residence to receive medical treatment, to secure drugs from a pharmacy so long as the employee advises his/her superior of his/her planned departure; provided, however, nothing herein contained shall be interpreted to prevent an employee from departing his/her residence as part of his/her therapy or convalescence as prescribed by his/her physician (subject to review by Town appointed physician at Town's expense). If absence is for other than treatment, therapy, or to secure prescribed drugs, approval of the superior in advance must be obtained. Should the employee leave his/her residence without providing advance notice of such departure, and securing the supervisor's approval, where necessary, he/she shall be denied sick leave.

Section 5. Days of absence due to injuries contracted while working for the Town shall not be subtracted from the employees' days of sick leave. Established report of injury or injuries shall be followed in order for this provision to be valid.

Section 6. When an employee finds it necessary to be absent from work for any of the reasons specified above, he/she shall cause the facts to be reported to his department head immediately. Sick leave may not be granted unless such a report has been made.

Section 7. In all cases where sick leave exceeds three (3) working days, the employee shall file a physician's certificate indicating the nature and probable duration of the disability.

Section 8. The Town shall have the right to require an employee to obtain a doctor's certificate verifying his illness; provided, however, that in any case where the Town requires such certification, the Town shall pay for the cost of a physician's normal charge or designate and pay for a physician of its own choice.

Section 9. In any case where an employee covered by this Agreement dies having at such time unused, accumulated sick leave, the Town shall pay one third (1/3) of the amount of such accrued, unused sick leave to the Executor or Administrator of the employee's estate or to his widow if there be no Executor or Administrator; or to his next of kin if there is no widow.

In the case of retirement or voluntary termination after ten (10) years of employment where an employee has unused, accumulated sick leave, the Town shall pay one third (1/3) of the amount of such accrued, unused sick leave directly to the employee on his retirement or voluntary termination of employment from the employ of the Town. Employees hired on or after August 1, 2013, shall not be paid for their unused, accumulated sick leave upon their voluntary termination of employment from the Town.

The amount to be paid for unused, accumulated sick leave pay shall be determined by multiplying the employee's most recent daily rate of pay (i.e. his weekly pay divided by five [5]) by the number of unused, accumulated days of sick leave, not to exceed one third (1/3) of the number of said days of unused, accumulated sick leave up to a maximum of sixty (60) days.

Section 10. The Personnel Office shall provide each employee with a quarterly report setting forth the status of their accrued annual and sick leave.

Section 11. Probationary employees hired on or after August 1, 2013 may use one (1) sick day during their probationary period without pay. If the employee uses that sick day and is retained by the Town after the probationary period, he or she will have one (1) day of sick leave deducted from their sick leave accrual, and he or she will be paid for one (1) day's pay at the probationary rate applicable at the time the sick leave was used.

ARTICLE XII. ABSENCE FROM DUTY

Section 1. An employee may be granted time off with pay for excused absence because of death in the immediate family normally not to exceed three (3) working days. The Town's decision in each case must be based on circumstances in such case.

Section 2. Immediate family is defined as husband, wife, child, parent, sister, brother, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-child and any other relative living in the employee's household.

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

Section 4. In addition to sick leave, employees shall be granted an additional three (3) days per year for the purpose of caring for an ill immediate family member (as defined in Section 2) after which, if additional time is needed, regular sick leave can be discharged for this purpose. Unused family leave shall not carry over from fiscal year to fiscal year. Unused family leave may not be sold back to the Town upon termination of employment or retirement.

ARTICLE XIII. WAGES

Section 1. Wages under the provisions of this Agreement are listed below.

July 1, 2014 – June 30, 2015

4 % Salary Increase

Classification		Hourly		Weekly		Annually
Mechanic	$	30.49	$	1,219.45	$	63,411.43
Foreman	$	25.82	$	1,032.68	$	53,699.39
Mechanic/Maintenance	$	23.84	$	953.66	$	49,590.43
Operator 1st Class	$	23.45	$	937.80	$	48,765.63
Operator 2nd Class	$	22.90	$	916.15	$	47,639.91
Probationary Operator 2nd Class	$	18.78	$	751.24	$	39,064.73

July 1, 2015 – December 31, 2015

1.5 % Salary Increase

Classification		Hourly		Weekly		Annually
Mechanic	$	30.94	$	1,237.74	$	64,362.60
Foreman	$	26.20	$	1,048.17	$	54,504.88
Mechanic/Maintenance	$	24.20	$	967.97	$	50,334.29

Operator 1st Class	$	23.80	$	951.87	$	49,497.12
Operator 2nd Class	$	23.25	$	929.89	$	48,354.51
Probationary Operator 2nd Class	$	19.06	$	762.51	$	39,650.70

January 1, 2016 – June 30, 2016

1.5 % Salary Increase

Classification		Hourly		Weekly		Annually
Mechanic	$	31.41	$	1,256.31	$	65,328.04
Foreman	$	26.60	$	1,063.89	$	55,322.46
Mechanic/Maintenance	$	24.56	$	982.49	$	51,089.31
Operator 1st Class	$	24.15	$	966.15	$	50,239.57
Operator 2nd Class	$	23.60	$	943.84	$	49,079.83
Probationary Operator 2nd Class	$	19.35	$	773.95	$	40,245.46

July 1, 2016 – June 29, 2017

1 % Salary Increase

Classification		Hourly		Weekly		Annually
Mechanic	$	31.72	$	1,268.87	$	65,981.32
Foreman	$	26.86	$	1,074.53	$	55,875.68
Mechanic/Maintenance	$	24.81	$	992.31	$	51,600.20
Operator 1st Class	$	24.40	$	975.81	$	50,741.97
Operator 2nd Class	$	23.83	$	953.28	$	49,570.63
Probationary Operator 2nd Class	$	19.54	$	781.69	$	40,647.92

Effective June 30, 2017

1 % Salary Increase

Classification		Hourly		Weekly		Annually
Mechanic	$	32.04	$	1,281.56	$	66,641.14
Foreman	$	27.13	$	1,085.28	$	56,434.44
Mechanic/Maintenance	$	25.06	$	1,002.23	$	52,116.20
Operator 1st Class	$	24.64	$	985.57	$	51,249.39
Operator 2nd Class	$	24.07	$	962.81	$	50,066.34
Probationary Operator 2nd Class	$	19.74	$	789.51	$	41,054.39

Probationary employees shall be paid 82% of the wages paid to an Operator 2nd Class.

The employee will be classified and paid as a Probationary Operator 2nd Class for a period of six months. After completion of the probation period, the employee will be classified and paid as an Operator 2nd Class. Probationary employees hired on or after August 1, 2013, will remain in probationary status for their first full year of employment, during which time the Town shall have the complete discretion to determine whether or not to retain such employee for any reason. Probationary employees shall have no rights under the grievance and arbitration provisions of Article VI of this Agreement. After completion of the probation period, the employee will be classified and paid as an Operator 2nd Class.

Promotion to Operator 1st Class will take place after two (2) years of service, including the probationary period and pay will rise accordingly.

Since fiscal year 2011-12 will have 27 pay periods (instead of the normal 26), the annual salaries will be divided over 27 pay periods for that fiscal year only.

ARTICLE XIV. LONGEVITY

Each regular permanent member of the Public Works Department hired before August 1, 2013 shall be entitled to annual longevity payments in accordance with the schedule hereinafter set forth and will be added to the member's annual salary so as to be included in his annual salary for retirement pension purposes only.

After 5 years of service	7% of annual salary
After 10 years of service	8% of annual salary
After 15 years of service	9% of annual salary
After 20 years of service	10% of annual salary

Each regular permanent member of the Public Works Department hired on or after August 1, 2013 shall be entitled to annual longevity payments in accordance with the schedule hereinafter set forth: From 0 to 10 years of service 0%

After 10 years of service	6% of annual salary
After 15 years of service	7% of annual salary
After 20 years of service	8% of annual salary

ARTICLE XV. OVERTIME

Section 1. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his regular rate of pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. Employees shall be paid overtime at the rate of double (2) time his/her regular rate of pay for work performed on any Sunday or the following seven (7) holidays:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving
Presidents' Day	Christmas
Veterans Day	

Section 2. Any employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one-half (1 1/2) for all hours worked on recall. He will be guaranteed a minimum of three (3) hours pay at time and one-half (1 1/2). If an employee works beyond the

aforementioned initial three (3) hour period, he shall be guaranteed an additional one (1) hour pay at time and one-half (1 1/2). In no event shall the total callback guarantee exceed a total of four (4) hours.

Section 3. Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When, in case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the work load lessens. Until such time as the Union assumes the responsibility for maintaining the overtime list, the Town shall have no liability for any mistake in distributing overtime among the personnel of the Department not made in bad faith.

Section 4. The employer shall keep records of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Director of the Department.

Section 5. Overtime work shall be voluntary, except in case of emergency. There shall be no discrimination against any employee who declines to work overtime.

Section 6. The Town will permit employees to accrue up to a maximum of forty (40) hours of compensation time per fiscal year under the following conditions:

(a) Employees may only use their accrued compensation time if it does not result in an overtime situation and/or result in any cost to the Town;

(b) Employees may only use accrued compensation time with the approval of the Director.

Section 7. After an employee works at least fifteen (15) consecutive hours, then the employee will be paid at his/her overtime (time-and-a-half) rate from that point until he/she is relieved from duty.

ARTICLE XVI. GROUP INSURANCE

Section 1. All active, full-time, permanent employees covered by this Agreement shall, dependent upon family status, be provided with the following individual or family health insurance program:

A PPO plan (Appendix __) to include the following benefits:

$250 (individual) / $500 (family) deductible co-insurance 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).

$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 shall have the option of providing health and dental insurance through a different health insurance provider or may self-insure all or portions thereof, provided that said alternative health insurance carrier provides equivalent health insurance coverage as herein mandated, with a substantially comparable provider network and employee burden. The Town agrees that prior to any change in health coverage during the term of this Agreement, that it will discuss said changes with the Union.

In consideration for health insurance coverage provided above, employees hired prior to August 1, 2013 shall make a co-payment to the town equivalent to 15% of the premium cost of their health insurance or 3% of their annual salary, whichever is less.

Effective July 1, 2013, employees hired on or after August 1, 2013 shall make a co-payment to the town equivalent to 20% of the premium cost of their health insurance. Such payments shall be in pre-tax dollars and shall be deducted on a pro-rata basis from each paycheck.

In addition, the Town shall provide for the employees a Delta Dental, Level I, II, III, and IV (Family) plan. The Town will provide a Vision Care/Eye Glass (Family) policy and the Town shall have the right to administer the policy through self-insurance. The premium for such plan or plans shall, for the duration of this Agreement shall be paid by the Town of Portsmouth.

The Town will provide a fifty thousand dollar ($50,000) group term Life Insurance Policy with a double indemnity provision.

In the event an employee chooses not to accept the health and/or dental insurance coverage provided under this Agreement, such employee shall receive fifty percent (50%) of the cost of the Health and/or dental insurance individual or family premium, dependent upon status, as a one-time payment at the end of the contract year. For employees hired prior to July 1, 2013, said one-time payment shall be limited to a maximum amount of $7,500 (family plan) or $3,500 (individual plan). For employees hired on or after July 1, 2013, said one-time payment shall be limited to a maximum amount of $5,000 (family plan) or $2,500 (individual plan). Selection must be made prior to beginning of the contract year.

Section 2. Any claims or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance or arbitration procedure herein.

Section 3. The employer shall provide to employees who retire after July 1, 1986, and receive a pension pursuant to ARTICLE XVIII hereof, a medical health insurance policy in the same form as provided to present employees of the department. Said insurance shall be provided until such time as the retired

employee secures employment elsewhere with equivalent medical health insurance or until he is eligible for Medicare or other federally subsidized programs. If a retired employee receives such insurance under a policy held by a spouse, the Town shall not be required to purchase said insurance for the retired employee. The retired employee electing coverage as herein provided shall pay to the Town an amount equal to twenty percent (20%) of the cost of said policy. Failure of the employee to timely pay his share of said cost shall be cause to terminate participation.

Section 4. Effective January 1, 2010, all regular permanent employees covered by this agreement will participate in the State of Rhode Island's Temporary Disability Insurance (TDI) Program. Members will participate in the TDI Program until the Finance/Personnel Director is notified of the union's intent to withdraw from participation. Such notice to withdraw must be provided by November 1st of the calendar year in which the union wishes to stop participation. Participation will cease effective December 31st of said year. Each employee in the bargaining unit will have TDI payments automatically deducted from his/her bi-weekly wages, at the rate determined by the Rhode Island Department of Labor & Training. The Finance/Personnel Office will forward TDI payments to the State of Rhode Island quarterly.

ARTICLE XVII. WORKMEN'S COMPENSATION

Section 1. Employees are covered under the provision of Workmen's Compensation Act of Rhode Island, as amended, for injuries that occur on the job and for illness that is job connected.

Section 2. During any period (up to one year from the date of original injury) that an employee is receiving benefits under the Workmen's Compensation Act for total incapacity by decree of the Workmen's Compensation Commissions, the Town of Portsmouth shall pay to such employee the difference between the payments being received for total incapacity and the wages which the employee would normally be receiving for full time employment if he had not been injured.

Section 3. The Town shall allow an injured employee to return to his former classification at any time during a two (2) year period following the date of the original injury upon receiving certification from a Town appointed physician that the employee is capable of performing the full duties of the position. The Town and the employee may mutually agree to a reinstatement of a rehabilitated injured employee to a lower classification.

Section 4. In cases where an injured employee is a participating member of the Town Retirement System and by reason of such membership is entitled to an accidental disability allowance, and in the event that the incapacity appears to be of a permanent nature, the employee shall apply for such benefits and if he qualifies, then the obligation of the Town shall cease on the effective date of such retirement for accidental disability.

ARTICLE XVIII. PENSIONS

Section 1. Effective July 1, 2013, the Town and the Union agree to the following changes to the pension provisions of this Agreement:

(a) Employees hired on or before June 30, 2010, who had ten (10) or more years of credited service with the Town as of June 30, 2013:

Such employees will maintain all pension credits earned for service through June 30, 2013. Such employees may retire at the age of sixty (60) with at least (10) years of credited service with the Town at a pension equal to two and one-half percent (2.5%) per year for up to the first twenty-seven (27) years of credited service with the Town earned on or before June 30, 2013, multiplied by the average of the employee's last five (5) years annual salary and longevity immediately preceding the employee's retirement date. For such employees, the Town shall provide an annual Pension Escalator (cost of living adjustment) of one and seven-tenths percent (1.7%), which shall not commence until the sixth (6th) year of retirement.

Such employees will not accrue any additional benefits in the Town's Defined Benefit Pension Plan after June 30, 2013. Instead, effective with the execution of this Agreement, such employees will be enrolled in a Defined Contribution Plan (a 401(a) or equivalent type plan), to which employees will contribute a minimum of 8% of regular earnings (salary and longevity) on a pre-tax basis. The Town 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, and the employee will be responsible for selecting the specific investment vehicles.

(b) Employees hired on or before June 30, 2010, who did not have ten (10) or more years of credited service with the Town as of June 30, 2013:

Such employees will have to select one (1) of the following options in writing on or before June 30, 2014:

Option 1

Such employees who chose this Option 1 will maintain all pension credits earned for service through June 30, 2013, and they will continue to accrue pension credits until the employee reaches his or her tenth (10th) year of credited service, for a total maximum benefit in the Town's Defined Benefit Pension Plan of twenty-five percent (25%) (i.e., two and one-half percent (2.5%) per year for ten (10) years of credited service). During this period after June 30, 2013 in which the employee is continuing to accrue benefits under the Defined Benefit Pension Plan, such employee will contribute four percent (4%) of his or her base salary and longevity toward the Defined Benefit Pension Plan. Such contribution shall be on a pre-tax basis as allowed by applicable IRS regulations. Upon reaching his or her tenth (10th) year of credited service, (i.e., 25% benefit), such employee will not accrue any additional benefits in the Defined Benefit Pension Plan beyond twenty-five percent (25%), and the employee will no longer be obligated to contribute toward the Defined Benefit Pension Plan.

Upon retirement at the age of sixty (60) with at least ten (10) years of credited service, such employees who choose Option 1 will receive a Defined Benefit Pension with the following components (in addition to any Defined Contribution Pension discussed below): twenty-five percent (25%) of the average of the employee's last five (5) years annual salary and longevity immediately preceding the employee's retirement date, and an annual Pension Escalator (cost of living adjustment) of one and seven-tenths percent (1.7%), which shall not commence until the sixth (6th) year of retirement.

Effective July 1, 2014, such employees who choose Option 1 will be enrolled in a Defined Contribution Plan (a 401(a) or equivalent type plan), to which employees will contribute a minimum of 8% of regular earnings (salary and longevity) on a pre-tax basis. The Town 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, and the employee will be responsible for selecting the specific investment vehicles.

Option 2

Such employees who choose this Option 2 will maintain all pension credits earned for service through June 30, 2013. Such employees may retire at the age of sixty (60) with at least (10) years of credited service with the Town at a pension equal to two and one-half percent (2.5%) per year for each year of credited service with the Town earned on or before June 30, 2013, multiplied by the average of the employee's last five (5) years annual salary and longevity immediately preceding the employee's retirement date. For such employees, the Town shall provide an annual Pension Escalator (cost of living adjustment) of one and seven-tenths percent (1.7%), which shall not commence until the sixth (6th) year of retirement.

Such employees who choose this Option 2 will not accrue any additional benefits in the Town's Defined Benefit Pension Plan after June 30, 2013. Instead, effective with the execution of this Agreement, such employees

will be enrolled in a Defined Contribution Plan (a 401(a) or equivalent type plan), to which employees will contribute a minimum of 8% of regular earnings (salary and longevity) on a pre-tax basis. The Town 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, and the employee will be responsible for selecting the specific investment vehicles.

(c) In July of 2014, the Town will make a one-time, lump-sum contribution of one-thousand five hundred dollars ($1,500) to the Defined Contribution Plan of each then-active member of the bargaining unit hired on or before July 1, 2013. In July of 2015, the Town will make a one-time, lump-sum contribution of one-thousand dollars ($1,000) to the Defined Contribution Plan of each then-active member of the bargaining unit hired on or before July 1, 2013. In July of 2016, the Town will make a one-time, lump-sum contribution of one-thousand dollars ($1,000) to the Defined Contribution Plan of each then-active member of the bargaining unit hired on or before July 1, 2013.

(d) Any funds contributed to the Defined Contribution Plan by the Town shall be subject to a five (5) year vesting schedule, (i.e., Town contributed funds are 20% vested after 1 year of service, 40% vested after 2 years of service, 60% vested after 3 years of service, 80% vested after 4 years of service, and 100% vested after 5 years of service).

(e) Employees hired on or before June 30, 2010 shall also be eligible for a pre-retirement death benefit equal to thirty percent (30%) of the average of the employee's last five (5) years annual salary plus ten percent (10%) for each child under age twenty-one (21), to a maximum of fifty percent (50%) of the average of the employee's last five (5) years annual salary.

Section 2. The Town shall provide a one and seven-tenth percent (1.7%) cost of living adjustment for all members of the Public Works Department covered

under this contract who were hired prior to July 1, 2010 who retire on or after July 1, 2013 at age 60 with at least ten (10) years of credited service, which will not commence until the sixth (6th) year of retirement. Such employees who leave service prior to age 60 will receive their Defined Benefit Pension upon retirement, as described above, but will receive no cost of living adjustment.

Within sixty (60) days of both parties ratifying this Agreement, the Town agrees to provide each active employee hired before July 1, 2010 with a letter explaining that member's pension accrual percentage from their date of hire through June 30, 2013.

ARTICLE XVIII-1. PENSIONS (DEFINED CONTRIBUTION PLAN)

All members 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 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 three (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 employees 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 disability retirement purposes only. The Town will contribute an additional amount to the disability pension plan in order to fund disability retirements only.

Disability Retirement. In the event that an employee sustains a work related or an off the job injury or illness and receives disability retirement, the employee will receive a pension based upon the calculation for a normal retirement under the provisions of the defined benefit pension plan, reduced by a fraction, the numerator of which is the number of years of credited service completed as of the date of disability and the denominator of which is the number of years of credited service the employee would have completed if he/she had remained employed until his/her normal 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 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.

For example: The employee's monthly disability pension amount is $875. 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 $675 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 amount of disability pension.

The re-calculation of the pension benefit at the time of normal retirement will only apply to the employer's portion.

ARTICLE XIX. MONEY ACCUMULATION PLAN

Section 1. In addition, any employee shall have the right to authorize the deduction from his/her salary an amount up to twenty-eight percent (28%) to be contributed to a Money Accumulation Plan established in connection with said pension this fund to be divided as follows:

A. For employees hired on or after July 1, 2010, the first three percent (3%) of salary contributed will represent a pre-tax BASIC contribution and will be matched by a contribution from the Town of Portsmouth of 1.75% of salary. For employees hired prior to July 1, 2010, the first three percent (3%) of salary contributed will represent a pre-tax BASIC contribution and will be matched by a contribution from the Town of Portsmouth of 3.0% of salary.

B. The remaining percentage up to twenty-five (25%) will represent the employee's after-tax SUPPLEMENTAL contribution.

ARTICLE XX. DURATION OF AGREEMENT

Section 1. The duration of this Agreement shall be from July 1, 2014 to June 30, 2017..

IN WITNESS WHEREOF: The said Town of Portsmouth has caused this instrument to be executed 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 date and year first above written, and the said LOCAL #280 N.A.G.E. has caused this instrument to be signed by its President or Secretary/Treasurer thereunto duly authorized as the day and year first above written.

NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES,
LOCAL #280

BY: Neal T. Belliveau 7-1-14
Neal T. Belliveau, President
Local #280, N.A.G.E.
SCOTT SMITH VICE PRESIDENT
6-27-14

TOWN OF PORTSMOUTH

BY: _____
James Seveney, President
Town Council

NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES,
LOCAL #280

BY: _____ 6-27-14
~~Elmer C. Nunes, Jr.~~, Business Agent
Local #280, N.A.G.E.
JOEL KOSEGARTEN

TOWN OF PORTSMOUTH

BY: _____
John Klimm,
Town Administrator

APPROVED AS TO FORM:

BY: _____
Kevin Gavin
Town Solicitor

Date: _____

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