

**BETWEEN**

**TOWN OF PORTSMOUTH,**

**RHODE ISLAND**

**AND**

**PORTSMOUTH MUNICIPAL EMPLOYEES**

**ASSOCIATION/NEARI**

**JULY 1, 2016 TO JUNE 30, 2019**

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## **ARTICLE 1**

### **RECOGNITION**

- 1.1** The Town recognizes the Union as sole and exclusive bargaining agent for purposes of collective bargaining for all employees in the bargaining unit. The bargaining unit for purposes of this Agreement shall consist of all employees designated in the Rhode Island State Labor Relations Board Certification of Representatives dated October 15, 1997, in Case No. EE-3554, except the following positions: Deputy Personnel/Finance Director; Deputy Town Clerk; Town Planner; Deputy Director of Public Works. The parties acknowledge said positions as being part of management. It is also agreed that the current job holder of the Human Resources/Personnel Coordinator (currently held by the Benefits Administrator/D-Clerk) shall belong to the Union so long as she holds said position and be subject to the terms of this agreement; however, this position shall no longer be part of the bargaining unit once vacated. No part time position scheduled for less than 35 hours per week shall be part of the bargaining unit.
- 1.2** The Town will not engage in collective bargaining for members of the bargaining unit with any organization other than the Union unless and until such time as the Union is no longer the duly certified sole and exclusive representative of said members for purposes of collective bargaining.

## **ARTICLE 2**

### **UNION SECURITY AND RIGHTS**

#### **2.1 Dues**

- a. The Town agrees to deduct Union dues, as established by the Union, from the pay of each member of the bargaining unit in equal amounts from each pay, as the frequency of pay periods may require, upon receipt from each such member of a written authorization. The amount of such deductions for Union Dues are to be transmitted to the duly elected Treasurer of the Union by the 8th day of each successive month.
- b. All members of the bargaining unit who choose not to become members of the Union shall pay each month a lawful agency fee as a condition of continued employment. The Town shall deduct and transmit such fee in the same manner as provided for Union dues in paragraph (a), above. The Union agrees to indemnify the Town and hold it harmless for any and all claims and liabilities asserted against the Town and cost incurred by it which arise out of such payroll deductions.
- c. The Union will notify the Town in writing not less than thirty (30) days prior to any change in the amount of Union dues or lawful agency fee.

#### **2.2 Union Officers and Representatives**

A written list of Union officers and representatives shall be furnished to the Town immediately after designation, and the Union shall immediately notify the Town of any changes therein.

**2.3** The Town Administrator will meet with the President of the Union at the mutual convenience of both parties when either feels it necessary to meet.

**2.4** The President of the Union shall receive 3 days per year for the purpose of attending Union conferences.

Additional time will require the permission of the Town Administrator. This conference time is in addition to any other time granted by provisions of this Agreement. In all instances reasonable prior notice must be given to the Town Administrator.

**2.5** The President of the Union or her designee shall be given that time necessary to attend the funeral of a deceased member of the bargaining unit or the funeral of a member of the unit's immediate family.

**2.6** The Union President shall receive a copy of all communications sent to members that pertain to the following areas:

- a. Discipline or discharge
- b. Posting of vacancies
- c. Policy, rules, regulations, or procedural changes

## **ARTICLE 3**

### **NON-DISCRIMINATION**

#### **3.1 General**

Neither the Town nor the Union shall unlawfully discriminate against any employee in the bargaining unit because of such employee's age, sex, marital status, race, religion, color, creed, national origin, sexual orientation, disability or political affiliation.

#### **3.2 Union Activity**

The Town shall not unlawfully discriminate against any employee in the bargaining unit because of membership in, or legitimate activity on behalf of the Union.

#### **3.3 Gender**

The use of the feminine gender in this Agreement shall be construed as including both the feminine and masculine genders and not as a restriction on sex, unless the context in which such reference is made implies a contrary construction.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

#### **4.1**

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, the Town will have, whether exercised or not, all of the authority, powers, rights, jurisdiction and responsibilities that it had prior to the date on which the Union first became the representative of any of the employees covered hereby, including, but not limited to the following: manage the affairs of the Town; determine the standards of service to be offered by its departments and agencies; maintain the methods, means, processes and personnel by which its operations are to be conducted; determine the assignment of employees to work; to require from each employee the efficient utilization of his or her services; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work; promulgate and enforce rules and regulations pertaining to operations and the duties, responsibilities and working conditions of employees; maintain the efficiency of governmental operations; exercise complete control and discretion over its organization and the technology of performing its work; and take whatever action may be conducive to carrying out the mission of Town government. Nothing contained in this Agreement, except as specifically delineated, pertaining to the rights of Town Hall Employees, shall be construed to limit the Town from regulating, managing and controlling said employees in accordance with applicable State Law, the Town Charter, and local Ordinance Regulations. The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Administrator by virtue of statutory and Charter provisions.

**4.2** The Town reserves all rights confirmed upon it by the laws and Constitution of the State of Rhode Island and the Constitution of the United States.

## **ARTICLE 5**

### **STRIKES AND LOCKOUTS**

The Union will not call, cause or sanction any strike or engage in any work stoppage or slow down, nor will the Town lock out its employees, during the term of this Agreement.

## **ARTICLE 6**

### **PROBATIONARY PERIOD**

**6.1** All original appointments shall be for a probationary period of one (1) year from the date of employment. The Town shall have the complete discretion during the probationary period to determine whether or not to retain any employee for any reason.

**6.2** Probationary employees shall be entitled to receive salary increments and fringe benefits as provided by the Agreement.

**6.3** Upon completion of the probationary period, these employees shall be considered as permanent employees. They shall be given credit on the seniority list retroactive to the date of actual service.

## **ARTICLE 7**

### **SENIORITY**

#### **7.1 Definition of Seniority**

**a. Seniority shall be defined as:**

1. **JOB CLASSIFICATION SENIORITY** - is the length of service of a bargaining unit member in their current position within a job classification (clerk, Building Official, animal control officer, etc.) within the bargaining unit.
2. **BARGAINING UNIT SENIORITY** - is the total length of service for all bargaining unit positions held by a bargaining unit member.

**b. Except as otherwise provided in this Agreement, seniority shall govern accordingly:**

1. with respect to layoffs, recalls, transfers, promotions - by job classification seniority.
2. with respect to vacation preference, shifts, and days off - by bargaining unit seniority within Departments.

**c. Lists:**

Town shall establish two (2) seniority lists containing the seniority dates: (1) by job classification; and (2) by bargaining unit, which shall be updated annually on or before August 1. The Town shall provide the Union President with the initial seniority lists within thirty (30) days from the date of the execution of this Agreement. A copy of each list and annual update shall be furnished to the Union President upon completion, but no later than August 1.

Any disagreement as to the accuracy of said seniority list on the part of the Union, an employee or group of employees, shall be subject to the grievance and arbitration provisions of this agreement and submitted to the Town Administrator within thirty (30) days of the Union President's receipt of said seniority lists, provided further that disputes as to the accuracy of the initial Bargaining Unit Seniority List must be submitted to the grievance and arbitration procedure within thirty (30) days of the execution of this Agreement, otherwise said seniority dates shall be permanent.

**d. An employee shall forfeit all seniority rights accrued and employee status in the event that the employee:**

1. is discharged for cause;
2. terminates employment voluntarily;
3. fails to give notice within the five (5) working day period outlined in Section 7.2c of this Article;
4. engages in gainful employment while on injury, sick or disability leave;
5. is absent from work without notice to the Town for three (3) consecutive working days unless prevented from giving such notice due to an emergency; or
6. is laid off for a period exceeding two (2) years.

- e. Employees whose jobs are abolished or eliminated shall be permitted to exercise their seniority rights in accordance with the lay-off provisions of Section 7.2 of this Article provided the employee is qualified for the position sought.

## **7.2 Lay-Off and Recall**

- a. Whenever layoffs become necessary, employees will be laid off on the basis of their job classification seniority and those with the least seniority shall be laid off first. Employees subject to layoff shall be entitled to two (2) weeks notice before layoff.
- b. Whenever it becomes necessary to increase the work force, employees who have been subject to layoff within the past two (2) years shall be recalled in the reverse order of their layoff before any new employee is hired provided the employee is qualified for the position sought.
- c. An employee who is eligible for recall shall be given fourteen (14) calendar days notice of recall by certified mail. Notice shall be sent to the employee by certified mail at the address on file with the Department Head, with a copy to the Union. The employee must notify her Department Head of her intention to return within five (5) working days after receipt of notice of recall. The Town shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the address provided by the employee and on file with the Department Head, it being the obligation and responsibility of the employee to provide her Department Head with her latest mailing address.
- d. Refusal of recall to lower paying employment or employment of a different status (part time versus full time) will not remove an employee from the recall list or otherwise diminish said employees right to recall.
- e. Seniority shall be cumulative during periods of layoff up to a maximum of two (2) years.

## **7.3 Leaves of Absence**

When an employee returns from a leave of absence, she shall be reinstated in the position she previously held if the position still exists. When the previously held position no longer exists, the returning employee shall be permitted to exercise her: (1) job classification seniority; and (2) bargaining unit seniority, provided she is qualified for the position she seeks in accordance with the terms of Section 7.2 of this Article.

# **ARTICLE 8**

## **PROMOTIONS/VACANCIES/NEW POSITIONS/ TRANSFERS**

### **8.1 Promotions/Vacancies/New Positions**

- a. 1. Whenever a promotional position, vacancy or new position within the bargaining unit becomes available and the Town determines that it is necessary or desirable to fill such position, the Town shall determine the minimum qualifications necessary for the position and shall conduct such

examinations and reviews as are deemed appropriate to determine the qualification of the applicants in accordance with the Town Charter.

2. Bargaining unit members who are applying for a promotional clerical position shall have the following points added to their promotional exams, based upon their length of service:

1 - 2 years	-	1 point
3 years	-	3 points
4 years	-	4 points
5 years	-	5 points
6 - 10 years	-	7 points
10+ years	-	10 points

(examinations and reviews shall have a total mark of 100 points)

In the event that an examination is not given for a position, similar preference shall be given to bargaining unit members based on seniority.

- b. Said positions which the Town intends to fill shall be posted for a period of ten (10) working days. Such posting shall designate the job classification, job description, qualifications, departments, rate of pay, shift and location of the job.
- c. Appointments shall be made in accordance with the provisions of the Town Charter.
- d. Bargaining unit members applying for any other position in the bargaining unit who meet the minimum qualifications and are at least equally qualified to other applicants shall be awarded the position based upon seniority.
- e. An employee who bids for a higher paying position and is awarded said bid, shall be placed at the first step for the higher pay grade representing a pay increase.
- f. In the event of a dispute between the Town and the Union over the awarding of a bargaining unit position, the Town Administrator shall make the assignment, which shall be subject to appeal through the grievance and arbitration procedures set forth in this Agreement.

## **8.2 Probationary Trial Periods**

- a. All probationary trial period permanent employee promotional appointments and transfers within the classified service of the bargaining unit shall be for a trial period of six (6) months. It is understood that during this period the employee will be given training to familiarize herself with the new position as needed. During this period, the employee will continue to accumulate the classification seniority within the class title most recently held.
- b. In the event the Town decides that the employee is not satisfactorily performing the prescribed duties of the new job, or the employee decides that she prefers her previous position prior to the end of the trial period, she will be returned without prejudice to her previous position. The person hired to fill her previous position may be dismissed from her probationary status in that position at the discretion of the Town Administrator.

- c. If an employee voluntarily returns to her previous position, she will not be considered for promotion to the same job classification she vacated for a period not to exceed one (1) year.
- d. If an employee is on leave without pay or under injury in the line of duty (for an extended period of time) during her probationary/trial period, that probationary/trial period will be extended a comparable length of time to ensure sufficient evaluation opportunity by the Department Head.

### **8.3 Transfers**

Whenever an employee shall accept a voluntary transfer or be subject to an involuntary transfer, said employee shall retain all rights accrued pursuant to this Agreement prior to said transfer. Prior to any voluntary or involuntary transfer, the Town Administrator shall meet with the employee(s) to discuss the need for said transfer.

## **ARTICLE 9**

### **HOURS OF WORK/JOB DESCRIPTION/ JOB REPLACEMENT**

#### **9.1 Normal Work Week**

- a. All full-time positions, unless specifically permitted by this Agreement, shall regularly be scheduled for forty (40) hours per week. Town Hall shall be open Mondays, Tuesdays, and Wednesdays from 8:30 A.M. to 4:30 P.M., Thursdays from 8:30 A.M. to 6:30 P.M., and Fridays from 8:30 A.M. to 2:30 P.M. The Police Record Clerk and the Animal Control Officer will work Monday through Friday from 8:00 A.M. to 4:00 P.M. and the Prudence Island Public Safety Officer will work a non-standard schedule as determined by the Police Chief.
- b. The normal workday for all employees shall include a one (1) hour working lunch period to be taken between the hours of 11:30 A.M. and 2:30 P.M. An employee may exchange her regularly scheduled lunch hour with another employee at the discretion of the Department Head. The Department Head may be able to make adjustment schedules in accordance with the needs of the Department.

#### **9.2 Overtime**

- a. Overtime shall refer to work officially ordered or approved by the Town Administrator or his designee in excess of an employee's normal workweek.
- b. Time and one-half shall be paid to an employee for all work performed in excess of the standard workday. Two times the hourly rate shall be paid to an employee for all work performed on Holidays, while time and one-half shall be paid to an employee for all work performed on Sundays.
- c. Overtime shall be computed for all services performed in excess of the regularly scheduled hours of work to the nearest fifteen minutes.
- d. Callback Time. When employees are, after departing from their regularly scheduled shift, officially ordered to and do report back to work for emergency service, they

shall be compensated for all hours worked at one and one-half (1.5 ) times the regular hourly rate and two (2) times the regular hourly rate for work on Holidays. Regardless of a lesser time actually worked, they shall receive compensation for a minimum of three (3) hours at this rate.

Animal control officer - Notwithstanding any other provisions herein, the Animal Control Officer shall be paid time and a half (1.5) her normal hourly rate the first thirty (30) times in each fiscal year she is called back to work after completing her normal schedule. She shall be paid two (2) times her hourly rate beginning with the thirty-first (31<sup>st</sup>) call and thereafter.

### **9.3 Distribution of Overtime**

- a. Regular and foreseeable overtime shall be offered by job classification seniority to employees on a rotating basis, as mutually agreed to by the Town Administrator and an employee according to the established job classification seniority list.
- b.
  1. First preference for overtime work shall be offered to the employee for whose job the work is necessary, to be rotated on the basis of job classification seniority.
  2. Second preference shall be offered to any employee within the same Department capable of doing the job, to be rotated on the basis of seniority.
  3. Third preference shall be offered to any member of the bargaining unit capable of doing the job, to be rotated on the basis of seniority.
- c. In the event that no employee elects to accept overtime, the department head or Town Administrator shall assign the least senior, qualified employee to the overtime assignment.
- d. The sole and exclusive remedy for any misassignment of overtime shall be that the employee denied the opportunity shall be afforded the first choice at the next similar opportunity for which he/she is qualified.

### **9.4 Job Descriptions**

- a. A copy of each job description for each bargaining unit position shall be furnished to the Union President. Modifications to an existing job description shall be made by mutual agreement. Said mutual agreement shall not be unreasonably withheld. Disputes regarding job descriptions shall be subject to the grievance and arbitration procedure.
- b. The adoption of any new job description shall be discussed with the Union.
- c. Updated job descriptions, using professional vendor assistance, shall be incorporated into this Agreement on or before December 31, 2016.

### **9.5 Personnel Files**

An employee has the right to see the official personnel file regarding her job performance maintained by the Personnel Department Head. An employee has the right to attach any material as a rebuttal or explanation of performance. Material in personnel files is

considered confidential and can only be reviewed by the appropriate town personnel for official reasons, or by the employee at any time unless otherwise required by law.

## **9.6 Leave of Absence**

- a. When an employee covered by this Contract is on a leave of absence , a temporary employee may be hired for the duration of that leave.
- b. Any unpaid leave of absence granted, if not sooner terminated by its terms, will terminate at such time as the employee would have been laid off had he or she been actively at work, in which case his or her status would be changed from leave of absence to layoff.

## **9.7 Volunteers/Temporary Employees**

Volunteers or temporary employees shall not be used to avoid the creation of a full-time bargaining unit position.

## **9.8 Light Duty**

A bargaining unit member certified as fit for “light duty” may be assigned appropriate duties consistent with their physical limitations. A bargaining unit member must be certified for “light duty” by a medical doctor. In the event of disagreement between the treating physician and the Town’s physician, the two shall designate a third, neutral physician, who shall be paid by the Town, and the third physician’s decision shall be final. Pending decision of the Town’s physician and/or the third, neutral physician, the employee will be placed on paid administrative leave.

# **ARTICLE 10**

## **SALARIES AND WAGES**

### **10.1 Salary Increases for FY 2016 - 2017**

There shall be no salary increase during FY 2016 – 2017.

### **10.2 Salary Increases for 2017 - 2018**

Effective July 1, 2017, the salary increase for each employee (and each step on the salary scales) covered by this Agreement shall be two percent (2.0%) more than the salary paid to that employee as of June 30, 2017. (Appendix A)

### **10.3 Salary Increases for 2018 - 2019**

Effective July 1, 2018, the salary increase for each employee (and each step on the salary scales) covered by this Agreement shall be two and one half percent (2.5%) more than the salary paid to that employee as of June 30, 2018. (Appendix A)

### **10.4 Prudence Island Public Safety Officer**

- a. If the bargaining unit member employed as the Prudence Island Public Safety Officer (PIPSO) is not a graduate of the Rhode Island Municipal Police Academy (Academy), the PIPSO shall be paid at a rate of 80% of the of the annual salary

paid to the rank of Senior Patrolman, pursuant the terms of the Collective Bargaining Agreement (CBA) between the Town of Portsmouth and IBPO, Local 302, and any successor CBA thereto, plus an additional two thousand dollars (\$2,000.00).

- b. If the bargaining unit member employed as the PIPSO is a graduate of the Academy, and in their first year of employment, the PIPSO shall be paid the annual salary paid to the rank of Junior Patrolman, pursuant the CBA between the Town of Portsmouth and IBPO, Local 302 and any successor CBA thereto, plus an additional two thousand dollars (\$2,000.00).
- c. If the bargaining unit member employed as the PIPSO is a graduate of the Academy, and has been employed for more than one year, the PIPSO shall be paid the annual salary paid to the rank of Senior Patrolman, pursuant the CBA between the Town of Portsmouth and IBPO, Local 302 and any successor CBA thereto, plus an additional two thousand dollars (\$2,000.00).
- d. The bargaining unit member employed as the PIPSO effective July 1, 2016, shall be paid an annual bonus of five thousand dollars (\$5,000.00) per year, in the first payroll in December, under the following circumstances:
  - 1. in years one and two of this agreement if the member is licensed by the Rhode Island Department of Health as an Emergency Medical Technician Basic, Cardiac or Paramedic, prior to December 1st or
  - 2. in year three of this agreement if the member is licensed by the Rhode Island Department of Health as an Emergency Medical Technician Cardiac or Paramedic, prior to December 1st

If in year three of this agreement the member is not licensed by the Rhode Island Department of Health as an Emergency Medical Technician Cardiac or Paramedic, prior to December 1<sup>st</sup>, no bonus shall be paid that year.
- e. The bargaining unit member employed as the PIPSO is not subject to the provisions of Sections 10.1, 10.2, and 10.3 of this Agreement.

## **10.5 Administration Position Classification**

- a. See attached Appendix A
- b. For classifications and positions included in Appendix A, pay steps shall be defined as follows:
  - 1. For employees hired before July 1, 2016:

Step 1: From the date of hire to the day before the first anniversary of the date of hire, the member shall be paid 88.14% of base salary;  
Step 2: From the first anniversary of the date of hire, to the day before the second anniversary of the date of hire, the member shall be paid 93.36% of base salary;  
Step 3: From the second anniversary of the date of hire and thereafter, the member shall be paid 100.00% of base salary.

2. For employees hired on or after July 1, 2016:

Step 1: From the date of hire, to the day before the second anniversary of the date of hire, the member shall be paid 80.00 % of base salary;

Step 2: From the second anniversary of the date of hire, to the day before the third anniversary of the date of hire, the member shall be paid 90.00% of base salary;

Step 3: From the third anniversary of the date of hire and thereafter, the member shall be paid 100.00% of base salary.

## 10.6 Employee Promotions

- a. **Salary Determination.** An employee who is promoted to a higher classification shall be placed at the first step in the higher classification that represents an increase from their salary immediately prior to the promotion. (See Article 8.1.e.)
- b. **Anniversary Date.** An employee's anniversary date shall be determined as of the initial date of employment (first day they work) provided such employee continues in her employment by the Town on a continuous basis.
- c. **Salary Increment Date.** An employee's regular salary increment date shall be determined as of the starting date in her current position. Upon reclassification, the salary increment date will be the effective date of the reclassification action.
- d. **Work in Higher Classification.** If an employee feels that she is being required to work out of classification, or that additional duties are being added to the job not covered by the classification, the employee may either follow the grievance procedure or may have an informal hearing directly with the Department Head and Town Administrator. Such employee retains the right to have a Union representative attend the hearing with the Town Administrator and Department Head.

## 10.7 Animal Control Officer

The Animal Control officer shall be paid an additional one thousand dollars (\$1,000.00) per year upon completion of the free and reduced cost spay and neuter program. Written verification of satisfactory completion must be submitted annually by the Police Chief. This additional amount in excess of the member's base salary (Appendix A) is not subject to the provisions of Article 10 Sections 10.1, 10.2, and 10.3 or Article 12A Section 1.

## ARTICLE 11

### LONGEVITY

11.1 All employees hired prior to July 1, 2013 with more than five (5) years of continuous service will receive longevity payments as follows:

After 5 years to 9 years	7% of salary
10 years to 14 years	8% of salary
15 years to 19 years	9% of salary
20 years and after	10% of salary

Employees hired on or after July 1, 2013 with more than ten (10) years of continuous service will receive longevity payments as follows:

Less than 10 years	0% of salary
10 years to 14 years	6% of salary
15 years to 19 years	7% of salary
20 years and after	8% of salary

- 11.2** Longevity payments shall be made in one (1) lump sum on the first pay period next following the attainment of the anniversary of the longevity service and shall be added to the employee's annual salary, counted towards the employee's pension, etc.

## **ARTICLE 12**

### **PENSION**

#### **(EMPLOYEES HIRED PRIOR TO JULY 1, 2012)**

- 12.1** Commencing July 1, 2013, the Town shall provide all employees hired prior to July 1, 2012 with a "hybrid" pension plan that includes both a defined benefit pension plan component (Appendix B) and a defined contribution plan component, as described below.

- 12.2** Employee Contribution: Effective July 1, 2016 - 5% of base salary

- 12.3** Contributions from employees shall be on a pre-tax basis.

- 12.4** Benefits:

- a. Employees hired prior to July 1, 2012, will retain any credit in the defined benefit pension plan that they earned for credited service prior to July 1, 2013, pursuant to the benefit levels that were in effect prior to July 1, 2013, (*i.e.*, two and one-half percent (2.5%) per year of credited service toward their pension benefit for up to the first twenty-seven (27) years of credited service; maximum benefit 67.5%). For service from July 1, 2013 through June 30, 2016, such employees will receive one percent (1%) per year of credited service toward their pension benefit and for service on or after July 1, 2016 such employees will receive two percent (2%) per year of credited service toward their pension benefit, but in no event shall such an employee receive a pension benefit of more than sixty-seven and one-half percent (67.5%) of the highest of the last three (3) years of annual salary (base salary and longevity). The calculation will be based on base salary and longevity earned during the highest twelve (12) month period of 365 or 366 days during the three (3) years prior to retirement. The number of actual pay-period dates falling within the twelve (12) month period will not have a bearing on the calculation of pension.

Such employees shall also be enrolled in a defined contribution plan (a 401(a) plan), to which employees may, if they choose, contribute up to eight percent (8%) of annual salary (base salary and longevity) and the Town will contribute one percent (1%) of annual salary (base salary and longevity). 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, 100% vested after 5 years of service).

- b. Retirement at any time after reaching age of 60. Vested employees who retire before this time shall collect after reaching age 60.
- c. Vesting after 10 years of service.
- d. For employees retiring on or after July 1, 2016: Pension benefit to receive cost of living adjustment of one and seven-tenth percent (1.7%) annually, commencing on the fifth (5th) anniversary of retirement to those employees retiring at or after age 60 with at least 20 years of service and will be compounded annually thereafter.
- e. For employees retiring on or after July 1, 2016: Pension benefit to receive cost of living adjustment of one and seven-tenth percent (1.7%) annually to those employees retiring at or after age 60 with at least 25 years of service, commencing on either the second (2nd) anniversary of retirement or upon reaching age 65, whichever is first.
- f. Plan summary and individual participant information as provided in the annual Actuarial Report shall be provided to the individual participants on at least an annual basis.

**12.5** The parties agree that the Town may employ or retain any administrator for purposes of investing, assisting the Town in determining and altering investment strategies from time to time and otherwise administer the plan and its funds.

**12.6** Early Notice of Retirement Incentive.

- a. Any employee who provides at least six (6) months advanced notice to the Personnel Department of their intent to retire shall be paid a bonus of one thousand dollars (\$1,000), at the time of their retirement.
- b. If the employee provides and then rescinds the notice, the employee shall not be eligible for the bonus payment at any time in the future.

## **ARTICLE 12A**

### **DEFINED CONTRIBUTION PLAN** **(EMPLOYEES HIRED ON OR AFTER JULY 1, 2012)**

**12A.1** Commencing July 1, 2013, employees hired on or after July 1, 2012, shall, in lieu of the foregoing pension benefits in Article 12 herein, be enrolled in a defined contribution plan (401(a) plan) only, to which the employee will contribute 8% of base annual salary and the Town will contribute 8% of base annual salary. The 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, 100% vested after 5 years of service).

## **ARTICLE 13**

### **HOLIDAYS**

- 13.1** All employees covered by this Agreement shall be entitled to twelve (12) paid holidays. The holidays are as follows:
- |                                  |                           |
|----------------------------------|---------------------------|
| a. New Year's Day                | g. Labor Day              |
| b. Martin Luther King's Birthday | h. Columbus Day           |
| c. President's Day               | i. Veteran's Day          |
| d. Memorial Day                  | j. Thanksgiving Day       |
| e. Independence Day              | k. Day after Thanksgiving |
| f. Victory Day                   | l. Christmas Day          |
- 13.2** Whenever a holiday falls on a Saturday, it will be observed on Friday. Whenever a holiday falls on a Sunday, it will be observed on Monday.
- 13.3** Whenever a holiday falls during an employee's scheduled vacation, said employee shall not be charged for that day off.
- 13.4** Whenever a holiday falls during a period of sick leave, such employee shall not be charged for that day.
- 13.5** Last work day before Christmas - half day (note: 13.2).

## **ARTICLE 14**

### **ANNUAL LEAVE**

- 14.1** Annual leave shall be granted to members of the bargaining unit on the anniversary date of the date of hire, as follows:
- |  | Number of<br>Working Days |
|--|---------------------------|
| 1 to 4 years of service:                                     | 12*                       |
| *(after 6 months of service, a member may use up to 7 days.) |                           |
| 5 to 9 years of service:                                     | 17                        |
| 10 to 19 years of service:                                   | 22                        |
| 20 to 24 years of service:                                   | 25                        |
| 25 years of service to retirement:                           | 27                        |
- 14.2** Department Heads shall be responsible for the approval of vacation periods for employees under their jurisdiction in accordance with the principle and concept of seniority as contained in this Agreement and subject to the demands of service of their department.
- 14.3** Employees shall not be called back to work while on vacation except for emergency work, and if called back, shall receive time and one-half (1.5) for the hours they worked. In such

instance, the employee's annual leave record will not be charged for the regular vacation day.

- 14.4 Annual leave may be carried over up to a maximum of ten (10) days.
- 14.5 Leave may be discharged in fifteen (15) minute increments.
- 14.6 Annual leave will be posted at the beginning of each fiscal year (7/1). Employees reaching a landmark anniversary (i.e. 5, 10, 15, 20, 25 years of service) during the fiscal year (7/1 – 6/30) will receive additional annual time on their anniversary date. The amount of leave posted will correspond with the Annual Leave schedule based on years of service.

## **ARTICLE 15**

### **SICK LEAVE**

- 15.1 Sick leave shall be granted at the rate of fifteen (15) working days per year.
- 15.2 Sick leave shall be granted for physical illness or incapacity rendering the employee unable to perform the duties of her position or for appointments with a medical or dental provider.
- 15.3 Any employee covered under this Agreement, upon retirement, death or resignation from Town employment, shall be paid for all of her unused, accrued sick leave. Said employee shall be paid at fifty (50%) percent their daily rate of pay for each day accrued.
- 15.4 In addition to sick leave, employees shall be granted an additional four days per year for the purpose of caring for an ill parent, spouse, child, sister, brother, grandchild, mother-in-law, father-in-law or stepchild after which if additional time is needed regular sick leave can be discharged for this purpose. The Town may request verification of proof of illness for any request of two or more days of such leave (e.g., a certification from a treating physician).
- 15.5 Employees hired on or before June 30, 2016 may accrue up to 180 days of sick leave. Employees hired on or after July 1, 2016 may accrue up to 120 days of sick leave. Such maximum accumulations shall hereinafter be termed “normal accumulation.”
- 15.6 Sick leave granted in excess of the 180 or 120 overall days, whichever applies, that may be accumulated pursuant to Section 15.5 hereof, hereinafter “normal accumulation” shall be accumulated as a sick leave bank. Sick leave so accumulated shall be used only when and if an employee covered under this agreement has exhausted all sick leave in her normal accumulation. There shall be no payment at termination due any employee covered under this agreement for any sick leave in the sick leave bank.
- 15.7 Sick leave may be discharged in fifteen (15) minute increments.

## **ARTICLE 16**

### **BEREAVEMENT LEAVE**

- 16.1 Bereavement leave of up to four (4) days shall be granted, without loss of pay for employees, following the death of their immediate family.

- 16.2** 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 step-parent, or otherwise as determined by the Department Head.
- 16.3** In the case of other family members, appropriate time off shall be granted for the purpose of attending the wake and/or funeral.
- 16.4** More time in individual cases, due to unusual circumstances or for reasons other than those cited above shall be granted subject to the discretion of the Department Head or Town Administrator.
- 16.5** If a death occurs in the immediate family during the employee's vacation, the days following within the funeral week will not be charged to vacation time.
- 16.6** Additional time, when required, may be charged to annual leave.

## **ARTICLE 17**

### **OTHER LEAVE**

- 17.1 Union Leave** The President of the Union and/or her designee shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances and attend meetings, including grievance hearings with the Town Administrator and/or arbitrator.
- 17.2 Military Leave** The Town shall, when requested, grant a member a military leave of absence for training not to exceed ten (10) working days, unless otherwise required by law. The member will be compensated for the difference between military pay and their regular pay.
- 17.3 Jury Duty** The Town shall continue to pay any member who is called to perform duty as a juror. Such members shall pay over to the Town any jury pay received.
- 17.4 Personal Leave** Effective July 1, 2013, all full-time employees will receive one (1) personal day per year, which must be used in the year it is awarded or it will be forfeited. Employees must request to use their personal day at least two (2) business days in advance. Only one (1) employee within each department will be permitted to use a personal day on a given day. If multiple employees from the same department request to use a personal day on the same day, only the most senior employee's request will be granted.

## **ARTICLE 18**

### **MATERNITY/PARENTAL/FAMILY LEAVE**

- 18.1 Maternity Leave With Pay**
- a. An employee so certified by the physician to be pregnant shall be entitled to use accrued sick leave for any time she is unable to work for medical reasons.

- b. At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- c. A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties and her continuance at work does not deprive her fellow employees of their contractual rights.
- d. Employment practices and policies including commencement and duration of leave, the availability of leave extensions, accrual of seniority, all health and temporary disability insurance, and all other benefits and privileges shall be applied equally to female employees on leave due to pregnancy, miscarriage and childbirth and upon return, they shall be restored to the position they held at the time such leave commenced.

## **18.2 Maternity Leave Without Pay**

- a. In addition to the provisions in Section 18.1 hereof, an employee who becomes pregnant may elect to request maternity leave, without pay, not to exceed thirteen (13) weeks in any one year, at any time upon submission of a doctor's statement certifying pregnancy and the anticipated date of childbirth. Such leave must be requested at least thirty (30) days in advance of the requested starting date for leave. In calculating whether or not the leave is taken within a year, said year shall be a rolling year measured backward from the first day an employee would commence leave under this Section.
- b. An employee on such leave shall be entitled to reinstatement in the same position upon return, provided the Department Head is notified in writing thirty (30) days in advance of the employee's intent to return.

## **18.3 Parental/Family Leave**

- a.
  - 1. In lieu of a maternity leave without pay, an employee may elect a parental or family leave without pay not to exceed one (1) year, as defined in Title 28, Chapter 48.
  - 2. Such leave must be requested at least thirty (30) days in advance of the requested starting date for leave.
- b. A member on parental/family leave may remain in the Town group health and dental insurance plans by making the payment therefore on a monthly basis. The employer shall return up to the first thirteen (13) weeks' worth of such payments to the employee within ten (10) days following the employee's return to employment.
- c. At the expiration of Parental/Family leave, the employee shall be returned to the position from which she is on leave at the same step of the then current range for her class of position.
- d. If the employee makes a request to return to work earlier than the date specified in granting the leave, the Town will re-employ her upon written notice of thirty (30) days to the Town.

## **18.4 Adoption**

All provisions of this section will also be in effect following the adoption of a child.

- 18.5** All accumulated sick leave and all other leave benefits to which an employee was entitled at the time her leave of absence commenced shall continue upon return to duty.
- 18.6** The provisions of this Article shall not, in any way, diminish the rights of bargaining unit members under Chapter 28-48 of the General Laws of Rhode Island and the Family Medical Leave Act.

## **ARTICLE 19**

### **HEALTH, DENTAL AND LIFE INSURANCE**

- 19.1 Health Insurance** - 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 C) 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);

\$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 reimburse each employee up to \$250 per year per family vision related expenses, including eye exams, glasses, contact lenses, etc.

- 19.2 Dental Insurance** - Dental Levels, I, II, III, IV. Individual or Family dependent on family status. (See attached Appendix E)
- 19.3** An employee covered by this Agreement who is eligible for normal retirement shall be entitled to continue individual or family coverage under the Town's then existing Blue Cross/Blue Shield and Dental programs until she attains the age of sixty-seven (67) years or is otherwise eligible for full Medicare coverage, or for comparable insurance coverage through a spouse or the retiree's own employment, whichever occurs sooner. Retirees must demonstrate to the Town annually through a form provided by the Town that they do not have comparable coverage from another source. Employees 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. Eligible retirees who elect not to continue health insurance through the Town shall receive \$2,500 annually in the month coincident with their birthday.

- 19.4** 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 not currently waiving coverage as of 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.
- 19.5** Employees will be provided with \$50,000 of group term life insurance with AD&D coverage at no cost to the employee. Upon retirement, employees may opt to continue such coverage at the group rate. (See attached Appendix F)
- 19.6** In consideration for health insurance coverage provided pursuant to Section 19.1, employees hired prior to July 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. Employees hired on or after July 1, 2013 shall make a co-payment to the town equivalent to 20% of the premium cost of their health insurance. Effective June 30, 2019, all employees, regardless of when hired, shall pay either 20% of the premium cost for healthcare or four percent (4%) of their annual salary, whichever is less. Such payments shall be in pre-tax dollars and shall be deducted on a pro-rata basis from each paycheck.
- 19.7** Commencing with the Section 125 Flexible Spending Arrangement (FSA) new plan year, January 1, 2017, the Town shall contribute two dollars (\$2) for every one dollar (\$1) contributed by an employee into their FSA account, up to a total annual Town contribution of \$500.

## **ARTICLE 20**

### **INCLEMENT WEATHER, DEFENSE ASSISTANCE AND INDEMNIFICATION AND SAFETY COMMITTEE**

- 20.1 Inclement Weather-** The Town may suspend work for all employees, including the Animal Control Officer and the Police Clerk, without loss of pay, during extreme weather conditions as determined by the Town Administrator.
- 20.2 Defense Assistance and Indemnification-** In the event that any employee covered by this Agreement is sued in any civil proceeding as the result of actions performed by said employee in the performance of his/her duty as an employee of the Town, the Town of Portsmouth agrees to defend such employee with an attorney chosen by the Town, and further agrees to pay any judgment rendered against such employee, within the available limits of the Town's insurance coverage for members of all bargaining units. The Town will secure insurance with the same liability limits for all employees of the Town.
- 20.3 Safety Committee**
1. The Town and the Union shall cooperate in the enforcement and promulgation of safety rules and regulations.
  2. The Town shall make every reasonable effort to provide and maintain safe working conditions.

3. The Town shall take prompt and appropriate action to correct any violation of the safety rules and regulations of the Town.
4. The Safety Committee shall be comprised of management and employees from the Police and Fire Departments, the Public Works Department and the Town Hall. The Committee shall meet on a regular basis and shall work in conjunction with the Town's insurer and loss prevention program.
5. The PMEA President shall appoint a minimum of two (2) bargaining unit members to said committee.

## **ARTICLE 21**

### **CAR ALLOWANCE**

Employees who are required to use their personal automobiles on Town business shall be compensated for the actual miles driven on Town business at the Internal Revenue Service rate per mile. This provision shall take effect upon the date of execution of this contract.

## **ARTICLE 22**

### **BULLETIN BOARDS AND POSTING OF VACANCIES**

#### **22.1 Bulletin Boards**

The Town agrees to provide bulletin board space where notice of Town and Union matters may be posted.

#### **22.2 Posting of Vacancies**

If the Town decides to fill a vacancy within the bargaining unit, the Town will post the vacancy within thirty (30) days of its occurrence

## **ARTICLE 23**

### **DISCHARGE AND DISCIPLINE**

**23.1** The Town specifically retains the right to dismiss non-permanent and/or probationary employees without the necessity of demonstrating just cause for such dismissal.

**23.2** The discipline or discharge of any employee who has completed the probationary period may be made only for just cause and in accordance with the following provisions. The concept of progressive discipline shall be followed, in the following order:

1. Conference with the employee
2. Oral reprimand
3. Written reprimand

4. Suspension without pay will not be considered part of the normal progressive discipline procedure, but may be warranted in certain circumstances.
5. Termination

These procedures do not prohibit the suspension with pay (administrative leave) of an employee should circumstances warrant such an action.

- 23.3** Each employee shall be furnished with a copy of all disciplinary entries in her personnel record maintained by the Personnel Department and shall be permitted to respond thereto. The contents of any employee's personnel record shall be disclosed to the employee upon her request. No unsubstantiated material may be placed in an employee's file.
- 23.4** No materials of any nature, including those derogatory to an employee's conduct, service, character or personality will be placed in her personnel file unless she has had an opportunity to review the material. However, material obtained relative to an employee's initial employment, including references, shall be considered confidential and not subject to review by the employee.
- 23.5** After a period of one (1) year, if an employee has not committed any further infractions of appropriate rules and regulations, written reprimands shall be expunged from the employee's personnel records. Infractions of a serious nature shall be expunged from the employee's personnel record after a period of two (2) years.
- 23.6** Arbitrary Firing - To avoid arbitrary firing, when a Department Head is not satisfied with the work performance of an employee, the employee shall be counseled in the presence of her Union representative in order to help improve the employee's work performance.

## **ARTICLE 24**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

#### **24.1 a. Definition**

A "grievance" is a claim based upon an event or condition which affects the conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this agreement or any subsequent agreement entered into pursuant to this agreement.

#### **b. Purpose**

The purpose of the grievance procedure shall be to settle employee grievances arising out of the interpretation and application of this Agreement on as low a level as possible and as quickly as possible to ensure efficiency and high employee morale.

#### **24.2 Procedure**

**STEP 1:** Within five (5) working days of the act or omission over which the employee is aggrieved, or within five (5) working days of the time the employee should have known of the act or omission, the employee and/or the Union representative shall meet with the immediate supervisor in an effort to resolve the grievance.

- STEP 2:** If no agreement is reached after presentation thereof, the grievance shall be reduced to writing, signed by the aggrieved employee and the bargaining agent representative, and submitted to the Department Head within ten (10) working days of the meeting in Step 1, by hand or by certified mail, return receipt requested. The written grievance shall specify the act or omission being grieved, the provision or provisions of the contract allegedly violated, the name(s) of all aggrieved employees and the remedy sought. Within three (3) working days after receiving the written grievance, the Department Head shall meet and discuss the grievance with the immediate supervisor, Union representative and grievant. The Department Head will render a decision within five (5) working days after such meeting.
- STEP 3:** If the Union and/or the employee is not satisfied with the decision at Step 2, a representative of the Union shall file the written grievance with the Town Administrator within five (5) working days of the Department Head's decision in Step 2. The Town Administrator will hear the grievance within ten (10) working days of receiving said grievance and render a written decision specifying the reasons therefor within ten (10) working days following such hearing.
- STEP 4:** If a grievance is not resolved under the steps outlined above, it may be submitted to arbitration upon written notice within thirty (30) days of the decision at Step 3. Said arbitration will be held under the Voluntary Arbitration Rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding. The expenses incident to the arbitration procedure shall be borne equally by the Town and the Union. The arbitrator shall have no power to add to, delete from, or modify any of the terms or provisions of this Agreement.

- 24.3** The Union shall have the right to initiate a grievance where the action complained of is of a general nature or affects the Union itself. Such a grievance shall be processed beginning at Step 3.
- 24.4** The time limits set forth above shall only be changed or waived by mutual consent of the parties.

## **ARTICLE 25**

### **MONEY ACCUMULATION PLAN AND 457 PLAN**

- 25.1** Employees will continue to be provided with the existing Money Accumulation Plan (see attached Appendix G) and the 457 retirement plan (see attached Appendix H) under the existing terms and conditions.
- 25.2** To the extent allowed by law, deductions for these plans shall be made in pre-tax dollars. Pre-tax deductions for these plans shall be implemented as soon as possible.
- 25.3** Employees must contribute three percent (3%) of base salary, in order to participate in the Money Accumulation Plan. If the employee participates in the Money Accumulation Plan the Town will contribute two percent (2%) of the employee's base salary.

## **ARTICLE 26**

### **UNIFORM ALLOWANCE**

- 26.1** The Animal Control Officer shall receive an annual clothing allowance of \$1,400, to be paid with the first payroll in July of each year.
- 26.2** The Building Official and the Assistant Building Inspector shall receive an annual shoe allowance of \$300, to be paid with the first payroll in July of each year.
- 26.3** The Prudence Island Public Safety Officer shall receive an annual clothing allowance of \$1,400, to be paid with the first payroll in July of each year.
- 26.4** Annually the Town will provide all members with an embroidered polo shirt of the employee's choice of color that will be the official clothing for dress down Fridays.

## **ARTICLE 27**

### **SECRETARIES TO BOARDS AND COMMISSIONS**

Union members will be permitted to serve as recording secretaries for the various boards and commissions of the Town, but such work shall be separate from the work they perform for the Town, and such work shall not be covered by this Agreement.

## **ARTICLE 28**

### **PAST PRACTICES**

Past practices now in existence, which deal with subject matter not specifically addressed in this Agreement, shall continue to apply to both parties. Where this Agreement provided terms and conditions for specific subject matter, said provisions shall supersede any past practices between the parties.

## **ARTICLE 29**

### **SAVINGS CLAUSE**

Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 30**

### **DURATION**

This Agreement shall cover the period of time from July 1, 2016 until the 30th day of June, 2019. Negotiations for a successor agreement shall be in accordance with the General Laws of Rhode Island. During the period of negotiations, this Agreement shall remain in full force and effect.

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 day and year first above written, and the said Portsmouth Municipal Employees Association (PMEA), NEARI has caused this instrument to be signed and sealed by its President thereunto duly authorized as of the day and year first above written.

PORTSMOUTH MUNICIPAL EMPLOYEES  
ASSOCIATION, NEARI:

By: Debbi S. Pappas  
Debbi S. Pappas,  
PMEA, NEARI, President

By: Tracy J. LePage  
Tracy J. LePage  
PMEA, NEARI, Vice-President

By: Rosemary A. Buckley  
Rosemary A. Buckley  
PMEA, NEARI, Secretary

By: Jeanne D. Warren  
Jeanne D. Warren  
PMEA, NEARI, Treasurer

TOWN COUNCIL:

By: Keith E. Hamilton  
Keith E. Hamilton  
Town Council President

TOWN OF PORTSMOUTH:

By: Richard A. Rainer, Jr.  
Richard A. Rainer, Jr.  
Town Administrator

APPROVED AS TO FORM:

By: Kevin P. Gavin  
Kevin P. Gavin  
Town Solicitor

DATE: 05/19/2016

**Appendix A - Article 10.5  
Administration Position Classification**

*The following reflects current position titles, classification, and applicable salary of bargaining unit members hired **before** July 1, 2016.*

<b>CLASSIFICATION</b>		<b>2016 - 2017</b>	<b>2017 - 2018</b>	<b>2018 - 2019</b>
		<b>+0%</b>	<b>+2%</b>	<b>+2.5%</b>
<b>C - CLERK</b>				
<i>Step 1</i>	88.14%	48,210.00	49,175.00	50,405.00
<i>Step 2</i>	93.36%	51,064.00	52,086.00	53,389.00
<i>Step 3</i>	100.00%	54,695.00	55,789.00	57,184.00

*Accounts Payable / Receivable Clerk  
Assistant Town Clerk  
Building Inspection Clerk  
Tax Assessor / Collector Clerk*

*Police Clerk  
Payroll / Personnel Clerk  
Town Clerk - Records Clerk*

**BUILDING OFFICIAL**

<i>Step 1</i>	88.14%	66,457.00	67,787.00	69,482.00
<i>Step 2</i>	93.36%	70,393.00	71,801.00	73,597.00
<i>Step 3</i>	100.00%	75,399.00	76,907.00	78,830.00

**ASSISTANT TOWN PLANNER**

<i>Step 1</i>	88.14%	57,130.00	58,273.00	59,730.00
<i>Step 2</i>	93.36%	60,514.00	61,725.00	63,269.00
<i>Step 3</i>	100.00%	64,816.00	66,113.00	67,766.00

**WASTE WATER MANAGER**

<i>Step 1</i>	88.14%	54,789.00	55,885.00	57,283.00
<i>Step 2</i>	93.36%	58,034.00	59,195.00	60,675.00
<i>Step 3</i>	100.00%	62,160.00	63,404.00	64,990.00

*The following reflects current position titles, classification, and applicable salary of bargaining unit members hired **on or after** July 1, 2016.*

<b>CLASSIFICATION</b>		<b>2016 - 2017</b>	<b>2017 - 2018</b>	<b>2018 - 2019</b>
		<b>+0%</b>	<b>+2%</b>	<b>+2.5%</b>
<b>C - CLERK</b>				
<i>Step 1</i>	80.00%	43,757.00	44,633.00	45,749.00
<i>Step 2</i>	90.00%	49,227.00	50,212.00	51,468.00
<i>Step 3</i>	100.00%	54,695.00	55,789.00	57,184.00

*Accounts Payable / Receivable Clerk  
Assistant Town Clerk  
Building Inspection Clerk  
Tax Assessor / Collector Clerk*

*Police Clerk  
Payroll / Personnel Clerk  
Town Clerk - Record Clerk*

**Appendix A - Article 10.5**  
**Administration Position Classification (Continued)**

CLASSIFICATION		2016 - 2017 +0%	2017 - 2018 +2%	2018 - 2019 +2.5%
<b>D - CLERK</b>				
<i>Step 1</i>	80.00%	60,066.00	61,268.00	62,800.00
<i>Step 2</i>	90.00%	67,574.00	68,926.00	70,650.00
<i>Step 3</i>	100.00%	75,082.00	76,584.00	78,499.00

*Human Resources/Personnel Coordinator (currently Benefits Administrator/D-Clerk)*

POSITION		2016 - 2017 +0%	2017 - 2018 +2%	2018 - 2019 +2.5%
<b>BUILDING OFFICIAL</b>				
<i>Step 1</i>	80.00%	60,320.00	61,527.00	63,066.00
<i>Step 2</i>	90.00%	67,860.00	69,218.00	70,949.00
<i>Step 3</i>	100.00%	75,399.00	76,907.00	78,830.00

**ANIMAL CONTROL OFFICER**

<i>Step 1</i>	80.00%	36,718.00	37,453.00	38,390.00
<i>Step 2</i>	90.00%	41,308.00	42,135.00	43,189.00
<i>Step 3</i>	100.00%	45,898.00	46,816.00	47,987.00

**ASSISTANT BUILDING INSPECTOR**

<i>Step 1</i>	80.00%	40,997.00	41,817.00	42,863.00
<i>Step 2</i>	90.00%	46,121.00	47,044.00	48,221.00
<i>Step 3</i>	100.00%	51,245.00	52,270.00	53,577.00

**ASSISTANT TOWN PLANNER**

<i>Step 1</i>	80.00%	51,854.00	52,892.00	54,215.00
<i>Step 2</i>	90.00%	58,335.00	59,502.00	60,990.00
<i>Step 3</i>	100.00%	64,816.00	66,113.00	67,766.00

**REGISTRAR OF VOTERS**

<i>Step 1</i>	80.00%	50,942.00	51,961.00	53,261.00
<i>Step 2</i>	90.00%	57,310.00	58,457.00	59,919.00
<i>Step 3</i>	100.00%	63,677.00	64,951.00	66,575.00

**WASTE WATER MANAGER**

<i>Step 1</i>	80.00%	49,728.00	50,723.00	51,992.00
<i>Step 2</i>	90.00%	55,944.00	57,063.00	58,490.00
<i>Step 3</i>	100.00%	62,160.00	63,404.00	64,990.00

**PRUDENCE ISLAND PUBLIC SAFETY OFFICER**

Pursuant to Article 10.4