TOWN OF CHARLESTOWN

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE TOWN OF CHARLESTOWN

AND

CHARLESTOWN PROFESSIONAL MANAGEMENT ASSOCIATION

FOR THE PERIOD

OF

JULY 1, 2018 THROUGH JUNE 30, 2021

ARTICLE I

PURPOSE AND EFFECT

This Understanding, effective for the period of **July 1, 2018**, through **June 30, 2021**, is by and between the Town of Charlestown, Rhode Island (hereinafter referred to as the "Town" or the "Employer") and certain persons in their capacities as Administrative Secretary, Assistant Treasurer, Building Official, Chief of Police, Director of Parks & Recreation, Director of Public Works, Tax Assessor, Tax Collector, Town Clerk, Town Planner, Town Treasurer, GIS Specialist, Wastewater Specialist, and Parks & Recreation Program Manager (referred to hereinafter either by their capacities or as "employees" or collectively as the "Charlestown Professional Management Association" or "CPMA" or "Association"). These persons are not members of a formal collective bargaining unit (union) because of their professional, management, and/or confidential status and their individual preference.

It is the purpose of this Understanding to carry out the management policies of the Town of Charlestown by encouraging and maintaining a harmonious, cooperative, and effective relationship between the Town and its key management personnel enumerated in the preceding paragraph. By means of this Understanding, therefore, the signatories hereto bind themselves to maintain and improve the Standards of Service to the people of Charlestown and agree further that the laws of the State of Rhode Island and the Town Charter and Ordinances of the Town shall be enforced and shall be paramount, notwithstanding any provision of this Understanding,

This Understanding is the result of a participatory negotiation of compensation and benefits, coordinated by the Town Council. All signatories agree that it fairly represents the consensus of the Association and the approvals of the Town Council.

ARTICLE II

PERSONNEL RULES

The Town and Association shall recognize and adhere to all provisions of the Town's Personnel Rules and Regulations, the Employee Handbook, the Town Charter, and the laws of the State of Rhode Island as they may from time-to-time be amended.

ARTICLE III

ECONOMIC BENEFITS

An economic benefit is defined as a benefit to which a monetary value is easily ascribed. To this extent, all economic benefits provided by the documents referred to in the aforesaid Article II or by the Collective Bargaining Agreement between the Town and Teamsters Local 251, dated July 12, 1993, and its successor agreements shall be afforded to the Association. It is specifically noted and agreed, however, that premium or overtime pay shall not inure to the benefit of the persons (or their Positions) who are signatories of this Understanding,

ARTICLE IV

ADDITIONAL ECONOMIC BENEFITS

In addition to the economic benefits established by Articles II and III proceeding, the Town agrees to provide the employee signatories with the following:

1. **Group Life Insurance**

   Term group life insurance in the amount of $l00,000.00.

2. **Floating Days (previously known as Personal Days)**

Five (5) floating days per annum to be taken at the employee's convenience, with notification to the Town Administrator and acknowledgment that use of a Floating Day will not disrupt Town services. No additional personal days can be earned by an employee; however any employee who accrued Personal/ Floating days will continue to retain them for severance purposes stated in Article IV Item 10 of this Agreement.

3. **Medical Co-payment Contribution**

Medical Premium Co-Payment:

A. The following shall apply to members of the association employed by the Town prior to December 1, 2009:

1. Co-payment contribution for each member shall be 15% of the premium until January 1, 2013, at which time the co-payment contribution will increase to 20%.

B. The following shall apply to all members of the association employed by the Town prior to July 1, 1996.

1. The Town shall provide and retired employees shall co-pay, at a rate equal to the percentage set forth in Item A above, a portion of the expense for the employee and spouse upon retirement from the Town consistent with the requirements of the Rhode Island Retirement System (R.I.R.S.) until the retired employee and spouse become eligible for Medicare. At that time, the Town shall provide and the retired employee shall co-pay, the so-called Plan 65 or equivalent for the life of the retired employee and spouse.

C. The following shall apply to only the Police Chief:

1. A medical retirement benefit equal to that of the current allowed in the F.O.P Local Lodge #40 contract is afforded to the Chief at the time of his/her retirement.

D. The following shall apply to members of this association employed by the Town on or after December 1, 2009.

1. Co-payment contribution for these employees shall be 20% of premium.

3. **Employee Healthcare Out-of-Pocket Co-payments (to receive an estimated 5% Medical Premium savings):**

A. As of July 1, 2012 thru June 30, 2014

Health Care – PCP = $10.00; Specialist= $10.00; Urgent–Care = $10.00; Emergency Room = $25.00

Prescriptions – Tier 1 = $5.00; Tier 2 = $15.00; Tier 3 = $30.00

B. As of July 1, 2014

Health Care - PCP= $15.00; Specialist = $25.00; Urgent–Care = $50.00; Emergency Room = $100.00

Prescriptions – Tier 1 = $7.00; Tier 2 = $25.00; Tier 3 = $40.00

4. **Sick Leave**

Members of this Association, upon leaving Charlestown Service for the purpose of retirement, shall be paid 70% of their accumulated sick leave; members leaving for any other reason shall be paid 60% of their accumulated sick leave. The maximum accumulation is 216 days.[1]

5. **Longevity Allowance**

A. The following shall apply to members of the association employed by the Town prior to December 1, 2009:

As of July 1st of each year of this Agreement, the number of years of service will be determined by the number of years the employee will have served as a Department Head or Administrative Secretary or Department Specialist by June 30th of such year, based on each employee's date of hire. In addition to the following pay scale, the following will apply for employees who have achieved a minimum of five (5) years of service by June 30 of each year.

1. One-half (1/2) percent of the employee's base salary for every year of service is to be added to the employee's pay.

2. This amount is to be calculated into the employee's annual wage and paid accordingly in each paycheck.

3. The amount of this longevity payment will in no event exceed 10%, per year, of the employee's base salary.

4. A new Department Head or Administrative Secretary or Department Specialist with previous, continuous service to the Town of Charlestown in a lesser position will be eligible to receive longevity pay based on their employment time with the Town.

5. The longevity increment is not considered to be part of the base salary, but rather is added to the base salary as set forth above. In the event that there is an employee within the CPMA Group who is non-exempt, (hourly employee) from the overtime requirements of State or Federal Wage Hour Laws, the calculation of overtime pay for such individual shall be based upon the base salary plus longevity pay multiplied by 1.5.

B. The following shall apply to members of this association employed by the Town on or after December 1, 2009:

As of July 1st of each year of this Agreement, the number of years of service will be determined by the number of years the employee will have served as a Department Head or Administrative Secretary or Department Specialist by June 30th of such year, based on each employee's date of hire. In addition to the following pay scale, the following will apply for employees who have achieved a minimum of five (5) years of service by June 30 of each year.

1. Commencing at year 5 - 2.5% of base salary, until year 10; at year 10 - 5% of base salary, until year 15; at year 15 – 7.5% of base salary until year 20; at year 20 – 9% of base salary.

2. This amount is to be calculated into the employee's annual wage and paid accordingly in each paycheck.

[1] Sick Leave accumulation based on Police & Teamster contracts.

3. The amount of this longevity payment will in no event exceed 9%, per year, of the employee's base salary.

4. The longevity increment is not considered to be part of the base salary, but rather is added to the base salary as set forth above. In the event that there is an employee within the CPMA Group who is non-exempt, (hourly employee) from the overtime requirements of State or Federal Wage Hour Laws, the calculation of overtime pay for such individual shall be based upon the base salary plus longevity pay multiplied by 1.5.

6. **Dental Insurance:**

Delta Dental insurance at Level 4 or equivalent will be provided for employees and their families with an annual insured limit of $2,000.

7. **Vacation Days:**

Accrual -

From Start Date through Year 5 -	15 Days
From Start of Year 6 through Year 10 -	19 Days
From Start of Year 11 through Year 15 -	21 Days
From Start of Year 16 + -	21 Days + 1 day for each additional year not to exceed 25 days.

Employees may automatically carry over up to twelve, (12), days of earned vacation leave from one year to the next. An employee may convert unused vacation leave over the twelve-day carryover to personal leave at one-half value, provided the employee has used at least 50% of the vacation leave entitlement. Unused vacation may be requested to be paid in December of each year, subject to a limit of five days per year. Request must be made in writing to the Treasurer's office not later than November 15 and payment will be received in first pay-period in December.

8. **Eyeglasses/Contact Lenses:**

The Town will reimburse employees up to $150.00 per year for the expenditure made by the employee as a result of a new prescription, or change in existing prescription, for eyeglasses or contact lenses upon presentation of proof satisfactory to the Town. However, the Town will investigate, and report back to the Members prior to June 30, 2015, a value for a Vision Care insurance rider in exchange for the $150.00.

9. **Parity Provision:**

In the event that future Agreements with Collective Bargaining units of the Town or arbitration awards to such units provide greater wage or benefit increases than are provided herein to this Association during the term on this Understanding, said increases shall automatically inure to the benefit of the signatory members so that parity may be assured and maintained.

A. This "Parity" provision is intended to apply only if an across-the-board wage increase (a percentage or a flat dollar amount) is greater than the wage increase called for by this Agreement, or if an existing comparable benefit is increased for another bargaining unit to a level that is greater than the comparable benefit enjoyed by the CPMA Group. This provision expressly does not apply to other wage increments, to new benefits provided to other bargaining units or to benefits peculiar to a particular occupation or class, e.g., uniform allowance or pension benefits peculiar to police officers, shoe allowance available to certain DPW workers, etc. The parties understand that this provision does not apply, for example and without limitation, to an increase that is tied to an employee meeting certain criteria, such as but not limited to service, educational achievement, etc.

B. Notwithstanding the foregoing, however, if a new or enhanced benefit is accorded to all of the employees supervised by a member of the CPMA Group, then that manager is intended to receive the new or enhanced benefit as well, even though other members of the CPMA Group would not. The following are illustrations of this point: (1) if all police officers were accorded an ammunition allowance in the next FOP agreement, then the Chief of Police would receive the same; (2) if all members of the Department of Public Works were provided with a Town-paid beeper, then the DPW Head would receive the same benefit. This provision is intended to be applied sensibly and fairly by all parties.

C. Upon ratification of any and all collective bargaining units, the Town shall deliver a copy of the ratified agreement to the CPMA. The CPMA will have ninety (90) days to review said agreements and deliver written notification to the Town of any perceived economic benefit where parity is affected.

1. When the Town receives such notification, representatives from the Town and the CPMA must schedule a meeting within three (3) weeks to negotiate these items of parity. The Town and the CPMA will make a good faith effort to resolve all items in question within a reasonable time.

2. When the items of parity are finalized, the Town shall budget for these items in the next immediate fiscal year. If the next fiscal year is in excess of six (6) months, then a time adjustment will be agreed upon between the Town and the CPMA.

3. In the event a signatory to this agreement voluntarily resigns his/her position or retires, said signatory will be compensated at time of severance in lieu of following fiscal year as stated in item "2" above.

D. However, if after the original ninety (90) days of receiving a ratified agreement the Town does not receive any such notification from the CPMA, it is understood that the CPMA forfeits its right to invoke any parity provision for the upcoming term of the compared unit's contract.

10. **Retirement Pre-Pay Future Health Care Allowance:**

Personal, vacation and sick leave buyout amounts, at retirement, may in the employee's discretion, be used to pre-pay future health care premium co-pay, for eligible employees, at the then current rate (i.e. retirement date) on a pre-tax basis.

11. **Holidays Observed:**

The following shall constitute holidays for purposes of this Agreement: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Fourth of July, Victory Day (V.J. Day)*, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, full day on Christmas Eve or last working day before Christmas and Christmas Day, and quadrennial Presidential Election Day.

* If revoked by state law, VJ Day will be replaced with another Holiday to be negotiated between the parties.

12. **Flex Time:**

A. Each Member is allowed to flex their 8 hour workday around core hours of 10:00AM to 3:00PM, with notification to the Town Administrator and acknowledgment that use of Flex Time will not disrupt Town services. (Specific allowances may necessary for the Police Chief, Director of Public Works and the Director of Parks and Recreation).

B. Work from Home Time – To be approved by the Town Administrator on a project-by-project or needs basis including a start and ending date/time.

13. **Comp Time:**

Following completion of 40 hours of work during one week, comp time can be accrued on an hour per hour basis. A maximum of 40 hours of comp time can be accrued. If not used by June 30th will, 20 hours may be carried over to the following fiscal year.

Allowable Time:

1) Length of after-hours meeting plus ½ hour prep., and/or

2) 8 hours per month for non-meeting, work related time beyond a 40 hour work week

14. Wellness Program:

Members participating in a multi-part wellness program are eligible to earn up to $300 annually from the Town. Wellness program payments will be disbursed to the participating employees on June 15th after completion of program items prior to April 30th.

ARTICLE V

SALARIES

Salaries for the various positions for the period July 1, 2018, through June 30, 2021 shall be as set forth in Management Compensation Plan (Exhibit A). Placement within the Plan for the incumbents in the various positions shall be as follows:

1. Position Grade assignments are as follows:
   (Position grade assignments will start at the current levels and may be adjusted by the Town Administrator, with Town Council approval.)

Position	Incumbent	Position Grade	Level	Anniversary Steps
Administrative Secretary	Michele Blair Voislow	1	D	
Building Official	Joseph Warner	6	D	
Chief of Police	Michael Paliotta	7	D	
Director of Parks & Recreation	Vicky Hilton	5	C	8/17/18 to D
Director of Public Works	Alan Arsenault	7	D	
Tax Assessor & IT Coordinator	Kenneth Swain	6	D	
Tax Collector	Jo Anne Santos	3	B	1/1/19 to C 1/1/20 to D
Town Clerk	Amy Rose-Weinreich	5	B	7/1/20 to C 7/1/21 to D
Town Planner	Jane Weidman	5	D	
Treasurer	Patricia Anderson	7	D	
Assistant Treasurer	Jeannine Raymond	1	D	10/30/18 to 2A 10/30/19 to 2B 10/30/20 to 2C
GIS Specialist	Stephen McCandless	5	D	
Wastewater Specialist	Matthew Dowling	5	C	1/1/19 to D
Parks & Rec Program Manager	Raymond DeFalco	1	C	4/25/19 to D

2. Advances to Experience Columns, (Level), will occur on the appropriate anniversary date of the employee and will require approval of the Town Administrator and Town Council through the annual Budget process.

3. Numerical salary values in this Plan are valid for FY 2018 through FY 2021, (July 1, 2018 through June 30, 2021).

4. This Compensation Plan will be reevaluated and tested during FY 2021.

Exhibit A

Charlestown Professional Management Association
Compensation Plan

Salary Increase for July 1, 2018 through June 30, 2021

Sal.Inc. 3%	EFFECTIVE DATE
Position 1	7/1/2018 thru 6/30/2019
Level A	48,161.81
Level B	49,365.85
Level C	50,599.98
Level D	51,864.97

Sal.Inc. 3%	EFFECTIVE DATE
Position 1	7/1/2019 thru 6/30/2020
Level A	49,606.67
Level B	50,846.83
Level C	52,117.97
Level D	53,420.92

Sal.Inc. 2%	EFFECTIVE DATE
Position 1	7/1/2020 thru 6/30/2021
Level A	50,598.80
Level B	51,863.76
Level C	53,160.33
Level D	54,489.34

Sal.Inc. 3%	EFFECTIVE DATE
Position 2	7/1/2018 thru 6/30/2019
Level A	59,735.92
Level B	61,229.29
Level C	62,760.01
Level D	64,328.99

	Sal.Inc. 3%	EFFECTIVE DATE
	Position 2	7/1/2019 thru 6/30/2020
	Level A	61,528.00
0.024999	*Level* B	63,066.17
0.025	*Level* C	64,642.81
0.025	*Level* D	66,258.86

Sal.Inc. 2%	EFFECTIVE DATE
Position 2	7/1/2020 thru 6/30/2021
Level A	62,758.56
Level B	64,327.49
Level C	65,935.67
Level D	67,584.04

Sal.Inc. 3%	EFFECTIVE DATE
Position 3	7/1/2018 thru 6/30/2019
Level A	66,442.39
Level B	68,103.41
Level C	69,805.98
Level D	71,551.13

	Sal.Inc. 3%	EFFECTIVE DATE
	Position 3	7/1/2019 thru 6/30/2020
	Level A	68,435.66
0.025	*Level* B	70,146.52
0.025	*Level* C	71,900.16
0.025	*Level* D	73,697.67

Sal.Inc. 2%	EFFECTIVE DATE
Position 3	7/1/2020 thru 6/30/2021
Level A	69,804.37
Level B	71,549.45
Level C	73,338.17
Level D	75,171.62

Sal.Inc. 3%	EFFECTIVE DATE
Position 4	7/1/2018 thru 6/30/2019
Level A	68,160.51
Level B	69,864.51
Level C	71,611.11
Level D	73,401.36

Sal.Inc. 3%	EFFECTIVE DATE
Position 4	7/1/2019 thru 6/30/2020
Level A	70,205.32
Level B	71,960.44
Level C	73,759.44
Level D	75,603.40

Sal.Inc. 2%	EFFECTIVE DATE
Position 4	7/1/2020 thru 6/30/2021
Level A	71,609.43
Level B	73,399.65
Level C	75,234.63
Level D	77,115.47

Sal.Inc. 3%		EFFECTIVE DATE
Position	5	7/1/2018 thru 6/30/2019
Level	A	72,756.16
Level	B	74,575.05
Level	C	76,439.39
Level	D	78,350.36

Sal.Inc. 3%		EFFECTIVE DATE
Position	5	7/1/2019 thru 6/30/2020
Level	A	74,938.85
Level	B	76,812.30
Level	C	78,732.57
Level	D	80,700.87

Sal.Inc. 2%		EFFECTIVE DATE
Position	5	7/1/2020 thru 6/30/2021
Level	A	76,437.62
Level	B	78,348.55
Level	C	80,307.22
Level	D	82,314.89

Sal.Inc. 3%		EFFECTIVE DATE
Position	6	7/1/2018 thru 6/30/2019
Level	A	81,584.61
Level	B	83,624.22
Level	C	85,714.80
Level	D	87,858.02

Sal.Inc. 3%		EFFECTIVE DATE
Position	6	7/1/2019 thru 6/30/2020
Level	A	84,032.15
Level	B	86,132.94
Level	C	88,286.24
Level	D	90,493.76

Sal.Inc. 2%		EFFECTIVE DATE
Position	6	7/1/2020 thru 6/30/2021
Level	A	85,712.79
Level	B	87,855.60
Level	C	90,051.97
Level	D	92,303.64

Sal.Inc. 3%		EFFECTIVE DATE
Position	7	7/1/2018 thru 6/30/2019
Level	A	88,407.61
Level	B	90,617.76
Level	C	92,883.20
Level	D	95,205.25

Sal.Inc. 3%		EFFECTIVE DATE
Position	7	7/1/2019 thru 6/30/2020
Level	A	91,059.84
Level	B	93,336.30
Level	C	95,669.69
Level	D	98,061.41

Sal.Inc. 2%		EFFECTIVE DATE
Position	7	7/1/2020 thru 6/30/2021
Level	A	92,881.03
Level	B	95,203.02
Level	C	97,583.09
Level	D	100,022.63

ARTICLE VI

CONTRACTURAL OR PERSONNEL ISSUE RESOLUTION

In an attempt to resolve any contractual or personnel issue arising with a CPMA member, this Association is willing to work with the Town Administration to mediate a solution. The following procedure may be used by all CPMA members.

To allow for a mediation process, CPMA must establish a Leadership Committee existing of 2-3 members, and this committee must inform the Town Administrator and Town Council of its participants and any change of participants.
Once this Committee is formed, any single member has the right to bring any issue to a member of the CPMA Leadership Committee; the Committee will then meet to discuss the issue.

If the issue is about one of the members on the Committee, the employee has the right to request that the Committee member not be involved in any resolution.

This meeting will afford the Committee time to discuss the CPMA member's issue and plan a path for resolution.

Paths of Resolution:
Initial Leadership Meeting with aggrieved member

Committee and aggrieved member will discuss the issue and decide if there is an issue in need of resolution, and if to be presented to the entire CPMA membership or to be handled by just Committee.

1) If there is an issue in need of resolution and is to be kept solely with the Committee:

   The issue is to be thoroughly discussed with potential resolutions

   Then the issue is brought to the Town Administrator, by the Committee

   With input from the Town Administrator, a path of resolution may be a potential resolution previously discussed by the Committee and the aggrieved member OR may need to be additionally reviewed by the Committee and the Town Administrator and then be discussed with the member.

   If there is no agreed resolution, the Committee has the right to bring the issue to the Town Council, or subcommittee of the Town Council in Executive Session, with the Town Administrator for additional review and discussion of potential resolution.

   If still no resolution is obtainable, the Town agrees to hire a Human Resource Consultant to work in conjunction with the CPMA Leadership, the Town Administrator and the Town Council to attempt to achieve a resolution for the aggrieved member.

2) If there is an issue in need of resolution, that is to be brought to the entire CPMA membership:

   The Committee will call a meeting with membership, to have the aggrieved member present the issue and the membership will have the opportunity to offer their opinion of resolution.
   A majority vote of resolution will then be given to the Committee to be presented to the Town Administrator.

   With input from the Town Administrator, a path of resolution may be a potential resolution previously discussed by the CPMA membership and the aggrieved member OR may need to be additional reviewed by the Committee and the Town Administrator and then be discussed with the membership and the aggrieved member.

If still no resolution is obtainable, the Town agrees to hire a Human Resource Consultant to work in conjunction with the CPMA Leadership, the Town Administrator and the Town Council to attempt to achieve a resolution for the aggrieved member.

3) If majority of Committee or entire membership is not in agreement with the aggrieved member then the Committee and/or the entire membership must inform the aggrieved member of their position and decision to not support them on an issue. The aggrieved member can then proceed on their own through the Grievance Procedure so stated in the Employee Manual (adopted 9/10/2012 as amended).

ARTICLE VII

MEMBERSHIP CHANGES

Replacement Positions to CPMA

Prior to advertising a vacant CPMA position, the Town Administrator must submit a copy of the ad and job duties along with intended Position Grade and Level, to CPMA Leadership (members), as determined by CPMA..

If the Town proposes a change in Position Grade and Level different from the replaced member, then a detailed explanation must be provided to CPMA Leadership (members). If deemed necessary, CPMA will be allowed to dispute this change with the Town Administrator and the Town Council.

Prior to any employment offer, the Town Administrator must review the offer letter with CPMA Leadership (members), for consistency with this Agreement.

If an economic benefit being offered is not in line with terms of this Agreement, the economic benefit is to be equitability extended to all CPMA members or the Town will remove the benefit from the offer.

Documents of Recognition into the Agreement (see attached Exhibit B & C), along with a copy of the CPMA Agreement, must be presented to the final applicant prior to an offer letter from Town. All Documents of Recognition must be signed by all parties and returned to CPMA Leadership (members) within one week of appointment by Town Council. If documents are not returned within this timeframe the Town Administrator must provide a written explanation to the Town Council and CPMA as to the reason for delay, and request a future date of delivery. CPMA reserves the right to dispute withholding these documents.

Enhanced Position within CPMA - Acceptance & Recognition

CPMA members recognize the rights of the Town to add or enhance the duties of an existing Member.

However, the Town must provide documentation and new job duties along with proposed salary Position Grade and Level change, in accordance with salary matrix of this Agreement.

If duties are indirectly related to a single position, then a job/enhanced duties posting must be given to all CPMA members for equal opportunity to bid on the new duties and salary adjustment. Determination of duties being directly or indirectly related to a current position is to be determined by the Town Administrator and CPMA Leadership (members), prior to granting the position change.

If an economic benefit is being offered with this position enhancement is not in line with terms of this Agreement, the economic benefit is to be equitability extended to all CPMA members or the Town will remove the benefit from the offer.

All Documents of Recognition must be signed by all parties and returned to CPMA Leadership (members) within one week of position enhancement. If documents are not returned within this timeframe the Town Administrator must provide

a written explanation to the Town Council and CPMA as to the reason for delay, and request a future date of delivery. CPMA reserves the right to dispute withholding these documents.

New Positions to CPMA - Acceptance & Recognition

Prior to advertising for a New CPMA Position, the Town Administrator must submit a copy of the ad and detailed job description, along with intended Position Grade and Level, to CPMA Leadership (members).
CPMA members must vote on the acceptance or denial of the new position and the results of the vote must be sent to the Town Administrator and the Town Council, with detailed explanation as to the outcome of the vote.

If the new position is accepted by the majority of the CPMA members, the following procedures are to be followed by the Town:

> Prior to any employment offer, the Town Administrator must review the offer letter with CPMA Leadership (members), for consistency with this Agreement.
>
> If an economic benefit being offered is not in line with terms of this Agreement, the economic benefit is to be equitability extended to all CPMA members or the Town will remove the benefit from the offer.
>
> Documents of Recognition into the Agreement (see attached), along with a copy of the CPMA Agreement, must be presented to the final applicant prior to an offer letter from Town. All Documents of Recognition must be signed by all parties and returned to CPMA Leadership (members) within one week of appointment by Town Council. If documents are not returned within this timeframe the Town Administrator must provide a written explanation to the Town Council and CPMA as to the reason for delay, and request a future date of delivery. CPMA reserves the right to dispute withholding these documents.

If the new position is denied by the majority of the CPMA members, the Town agrees to explore whether another bargaining unit will accept the new position into their unit. The Town agrees to inform the CPMA of the results of such inquires.

ARTICLE VIII

USE OF TOWN VEHICLES AND TRAVEL MILEAGE REIMBURSEMENT

The Police Chief and the Director of Public Works have a Town supplied vehicle. All other Members are allowed the use of Town Vehicle as a preferred means of transportation for all work related duties. However, when a Town vehicle is unavailable and use of your personal vehicle is necessary for Meetings, Conferences Seminars or other Work related duties; a cash reimbursement equal to the current Federal mileage rate, from Charlestown Town Hall or your point of origin TO and FROM destination, whichever mileage is shorter, will be allowed. Prior approval from immediate supervisor is required.

ARTICLE IX

CELLULAR PHONES

The Police Chief and the Director of Public Works have a Town supplied cell phone. All other Members will receive $25.00 per month as a stipend. This amount is payable to the Member twice annually, once in December and again in June.

ARTICLE X

UNION COLLECTIVE BARGAINING CONTRACT ADMINISTRATION

The employee signatories to this Understanding acknowledge that in their stated capacities, they share with the Town Administrator the responsibility for administering the various union collective bargaining agreements from a management perspective, including disciplinary, hiring, and firing responsibilities.

ARTICLE XI

ENTIRE UNDERSTANDING

The parties hereto acknowledge that during the participatory study leading to this Understanding, each had the opportunity to make suggestions and proposals and that agreements arrived at after the exercise of that opportunity are set forth in this Understanding. There are no other employment agreements between the parties relating to their capacities as set forth in this Understanding except as herein provided.

ARTICLE XII

DURATION AND TERMINATION

This understanding shall extend from July 1, 2018 through June 30, 2021 and beyond, subject to the following conditions:

A. If as of June 30, 2021 , the Town has not settled (ie, ratified) collective bargaining agreements with each of the respective unions representing Town employees for fiscal year 2021 (starting July 1, 2021), this Understanding will remain in full force and effect;

B. Upon the settlement of all of the collective bargaining agreements as set forth in item A above, the Town Administrator and the CPMA shall commence the participatory negotiation process. During the participatory process, this Understanding shall remain in full force and effect.

EXHIBIT B

TOWN OF CHARLESTOWN

CHARLESTOWN PROFESSIONAL MANAGEMENT ASSOCIATION
SIGNATORY ADDENDUM

I, _____, who will be replacing the current signatory for the _____ position, has read the Memorandum of Understanding between the Town of Charlestown and the Charlestown Professional Management Association (CPMA) for the period ending June 31, 2018, and agree to abide by and adhere to the statements and conditions within said agreement.

_____ _____
Signature Date

We, the Town Administrator and the Town Council President, agree to recognize this signatory as a new member of the CPMA, and afford him/her all the rights and privileges under the Memorandum of Understanding between the Town of Charlestown and the Charlestown Professional Management Association.

_____ _____
Mark Stankiewicz Date
Town Administrator

_____ _____
Virginia Lee Date
Town Council President

EXHIBIT B

TOWN OF CHARLESTOWN

Dated this 5th day of September, 2018.

By: Mark Stankiewicz
Town Administrator

By: Virginia Lee
Town Council President

CHARLESTOWN PROFESSIONAL MANAGEMENT ASSOCIATION

Dated this 5th day of September, 2018.

By: Alan A. Arsenault
Director of Public Works

By: Jane Weidman
Town Planner

By: Amy Rose Weinreich
Town Clerk

By: Patricia Anderson
Town Treasurer

By: Vicky Hilton
Director of Parks & Recreation

By: Jo Anne Santos
Tax Collector

By: Michele Blair Voislow
Administrative Secretary

By: Michael Paliotta
Chief of Police.

By: Joseph Warner
Building Official

By: Kenneth J. Swain
Tax Assessor

By: Stephen McCandless
GIS Specialist

By: Matthew Dowling
Wastewater Specialist

By: Raymond DeFalco
Assistant Parks & Recreation Director

By: Jeannine Raymond
Assistant Treasurer

EXHIBIT C

CPMA AGREEMENT

{DATE}

ACKNOWLEDGMENT

Acknowledgment Acceptance of the new position –

Necessary changes/amendments:
Article I – add title of
Article V (1) – add Position –
Incumbent –
Position Grade –
Level –

CHARLESTOWN PROFESSIONAL MANAGEMENT ASSOCIATION

EXHIBIT C

_____
By: Alan Arsenault
Director of Public Works

_____
By: Jan[illegible]man
Town Planner

_____
By: Amy Rose Weinreich
Town Clerk

_____
By: Patricia Anderson
Town Treasurer

_____
By: Vicky Hilton
Director of Parks & Recre[illegible]

_____
By: Jo Anne Santos
Tax Collector

_____
By: Michele V[illegible]
Administr[illegible]e Secr[illegible]

_____
By: Michael Paliotta
Chief of Police

_____
By: Joseph W[illegible]rner
Building Official

_____
By: Kenneth Swain
Tax Assessor

_____
By: Matt Dowling
Manager, Wastewater

_____
By: Stephen McCandless
Supervisor, GIS

_____
By: Raymond DeFalco
Assistant Parks & Rec Director

_____
By: Jeannine Raymond
Assistant Treasurer

Dated this _____ day of _____,201__.

TOWN OF CHARLESTOWN

_____
By: Mark Stankiewicz
Town Administrator

_____
By: Virginia Lee
Town Council President

Dated this _____ day of _____,201__.