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FC-R-2016-48
CUMBERLAND FIRE DISTRICT
Resolution

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RESOLUTION: **AUTHORIZE CHAIRMAN LEMOIS TO ENTER INTO AN
EMPLOYMENT CONTRACT WITH CHIEF KENNETH FINLAY**

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BE IT RESOLVED BY THE CFD COMMITTEE AS FOLLOWS:

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WHEREAS: The current contract ends in June of 2018.

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WHEREAS: It is the common practice of the Town to have employment
contracts for key employees, such as Chief of Police and
Rescue Director, end on the odd year. Otherwise known as
“mid-term.”

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WHEREAS: Proposed contract will not increase the cost of this position
but allow for the ending “mid-term”

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WHEREAS: It is important for the morale and proper operation of the
Cumberland Fire District to have strong and consistent
leadership in a Chief of the Department.


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NOW, THEREFORE, BE IT RESOLVED BY THE CUMBERLAND FIRE DISTRICT AS FOLLOWS:

RESOLVED: Chairman Lemois has authority to execute subject contract.

Voted on this 10TH day of November, 2016

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Bruce A. Lemois, Chairman

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Debra Auclair, Clerk

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YAY:

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Matta
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AGREEMENT

Between the

CUMBERLAND FIRE DISTRICT

CUMBERLAND, RI



AND



KENNETH A. FINLAY
CHIEF OF THE DEPARTMENT

November 10, 2016 to
June 30, 2019

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ARTICLE ONE - AGREEMENT

SECTION ONE:

This Agreement is entered into this 10th day of November 2016, by the Cumberland Fire District, Inc., a municipal corporation, and Kenneth A. Finlay for services to be rendered by Kenneth A. Finlay as Chief of the Cumberland Fire District, Inc. also known as the Cumberland Fire Department under the following terms and conditions.

Now therefore, the Cumberland Fire District, Inc. subsequently referred to as the **District** and Kenneth A. Finlay referred to as **Chief**, in consideration for mutual promises and agreements set forth in this Agreement, agree as follows.

ARTICLE TWO – EMPLOYMENT

SECTION ONE:

The District hereby employs, engages, and hires the Chief as the Fire Chief to command, supervise, and manage the Cumberland Fire Department and Chief hereby accepts such hiring, engagement and employment.

SECTION TWO:

Chief shall perform all duties of Fire Chief as set forth in the Bylaws of the District , any directives from the Board of Fire Commissioners, and all other applicable law as well as those duties customarily performed by fire chiefs in other municipalities and those duties performed by members of the Cumberland Fire District, Inc. which include upholding the District Bylaws, policies and procedures and the General Laws as they apply as well as all normal and legally constituted functions of a fire department.

ARTICLE THREE - HOURS

SECTION ONE:

The regular workweek will consist of forty hours, Monday through Friday, excluding such other days and times as otherwise set forth in this agreement. In addition, the Chief, without additional compensation, shall be on call for situations in his judgment that shall constitute emergency or extraordinary instances. The Board of Commissioners reserves the right to also determine those situations.

DUTIES: The Chief shall also assist the District in negotiations with the Cumberland Fire Fighters Local 2722 International Association of Fire Fighters, AFL-CIO to the extent as may be requested of him or assigned to him by the Board of Commissioners. At no time shall the Chief participate in or be instructed to participate in any such negotiations relative to salary, pension or other financial benefits for the fire district, which issues might directly or indirectly be of benefit to the Chief. The Chief shall assist the Board of Commissioners in preparing an annual operating budget of the district.

SECTION TWO:

Whenever the Chief is on vacation or attending other functions which require his absence from the District, or otherwise cannot be available subject to call, he will designate an on call subordinate.

ARTICLE FOUR – TERM

SECTION ONE:

The term of this employment Agreement is as follows:

Three (3) year term beginning November 10, 2016 and continuing through June 30, 2019

SECTION TWO:

At the end of this contract, if the Chief wishes not to continue his employment with the District he shall serve written notice to the District of his election. Notice shall be delivered certified mail post marked by April 1, 2019 or earlier to 3502 Mendon Road Cumberland, RI 02864

If the District decides not to renew the Chief's contract the District shall serve written notice to the Chief. Notice shall be delivered certified mail post marked by April 1, 2019 to 95 Edmund Street Woonsocket, RI 02895.

If neither party files written notice as stated above then the parties agree to begin contract negotiations on April 4, 2019, unless otherwise mutually agreed. The terms and conditions of an additional three (3) year contract shall be negotiated in accordance with the condition set down in this section but, in no event shall such term and conditions be less beneficial to the Chief than those provided for in this agreement.

ARTICLE FIVE – SALARY

SECTION ONE:

The Chief will receive the following annual salaries.

July 1, 2016 and ending June 30, 2017 - \$95,736

July 1, 2017 and ending June 30, 2018 - \$97,650

July 1, 2018 and ending June 30, 2019 - \$99,603

SECTION TWO:

Should the Cumberland Fire District merge with any other fire district(s), Town or regional area and a Chief's position is not offered to the Chief, the remainder of the salary package shall be paid out to the Chief as a severance package. In any event the severance package must be equal to a minimum of twelve (12) weeks of salary. The Chief shall receive no other compensation other than what is specifically expressed in this Agreement.

ARTICLE SIX – BENEFITS

SECTION ONE:

LIFE INSURANCE: The District does not provide life insurance to Chief.
HEALTH & DENTAL: The District does not provide health or dental insurance to the Chief.

SECTION TWO:

UNIFORMS: The District shall pay on the first payday in August of each year the sum of nine hundred (\$900.00) dollars.

SECTION THREE:

AUTOMOBILE: The District shall supply a vehicle to the Chief. The vehicle shall be available to the Chief at all times so that he may promptly respond to any and all emergency calls, to attend fire department business, and any other business that may be associated with his duties as Chief.

SECTION FOUR:

EXPENSE ALLOWANCE: The District shall provide an expense allowance to the Chief, which is not to exceed the budgeted amount. On or about July 1st, of each year the district will provide the Chief with a five hundred (\$500) dollar cash advance. All request for funds shall be supported by receipts.

SECTION FIVE:

DISABILITY
INSURANCE: The District will pay the Chief the sum of twenty-seven hundred (\$2,700) dollars per year for the purchase of disability, or any type of insurance. This is payable on or about November 1st of each year.

SECTION SIX:

VISION CARE: District will pay the Chief on or about November 1st of each year one hundred (\$100) dollars lieu of providing vision care.

SECTION SEVEN:

VACATIONS: The Chief shall be entitled to fifteen (15) days of annual vacation leave, accruable to a maximum of forty five (45) days.

The bank of accrued vacation time will be set at nineteen (19) days on July 1, 2016.

Annual leave cannot be discharged for a period in excess of two (2) consecutive weeks without the prior approval of the Board of Commissioners.

Ability to use or be paid for at one hundred (100) percent upon termination of employment.

SECTION EIGHT:

HOLIDAYS:

The Chief is entitled to the following holidays off with an additional days pay: New Year's Day, Martin Luther King Day, Washington's Birthday, Easter Sunday, Memorial day, Independence Day, Victory Day, Labor Day, Columbus Day, Veterans day, Thanksgiving Day, and Christmas Day.

Whenever a holiday falls on a Saturday or Sunday the Chief will have the next Monday off or any day of his choosing.

Holiday pay shall be computed by dividing the chief s weekly salary by four (4).

SECTION NINE:

SICK LEAVE

The Chief shall be credited with one and one quarter (1.25) sick days for each month served, not to exceed fifteen (15) sick days per year.

Sick leave not used during the year may be accumulated from year to year to a maximum of two hundred forth (240) days.

Payment for unused sick leave upon separation from the District shall be fifty percent (50%) of all unused sick leave, maximum of one hundred (100) days.

After the Chief has been absent from duty because of illness for more than four (4) consecutive days he may be required to provide a doctor's certificate of his disability to perform his duties.

If the Chief is out on sick leave for more than twenty (20) consecutive workdays the district may require him to be examined by their doctor (at the district's cost) to determine his disability. In the event that the doctor chosen by the employee and the doctor chosen by the District disagree on the Chief s disability, the two (2) doctors so chosen shall choose a third doctor to examine him and the opinion of the third doctor shall be binding upon the parties. The cost and fees of the third doctor shall be borne by the district.

If a determination is made that the factual and medical evidence demonstrates to a reasonable degree of medical certainty that the Chief suffered an injury or illness not in the line of duty, (or if the parties agree that the illness or injury was not in the line of duty) and the Chief is incapable of performing his duties he agrees that he will resign or apply for his pension with the insurance policy enforce.

The bank of accrued sick leave will be set at one hundred thirty-eight (138) days on July 1, 2016.

SECTION TEN:

BEREAVEMENT: In case of the death of a father, mother, wife, child, stepfather, stepmother, stepchild, brother, sister, Chief is entitled to a leave of absence with pay from the time of the notification of the death to and including the day following the burial of the deceased, not to exceed four (4) days.

In cases of the death of a grandparent, father-in-law, or mother-in-law, brother-in-law or sister-in-law the Chief shall be entitled to a leave of absence with pay from the time of the notification of the death to and including the day of burial not to exceed three (3) days.

SECTION ELEVEN:

PERSONAL LEAVE: The approval of the Board of Commissioners is required for all leaves of absence and extensions thereof.

ARTICLE SEVEN – ADMINISTRATIVE LEAVE

SECTION ONE:

The Chairman of the Board of Commissioners may place the Chief on administrative leave with full pay and benefits at any time during the duration of this Agreement or any renewal thereof only for the good and just cause or upon agreement, provided that if the reason for the administrative leave is said to be for good and just cause, the Board of Commissioners will afford Chief a prompt and fair hearing in accordance with due process and all applicable laws.

ARTICLE EIGHT – DUTIES

SECTION ONE:

The duties of the Chief shall be set by the CFD Fire Committee and will include, but not limited to, duties customarily associated with being the Chief of a Fire Department.

The Chief will attend Fire Committee meetings as requested and /or other meetings as deemed necessary by the Fire Committee. The Chief will not receive any overtime pay for extra hours. In addition thereto, the Chief shall be available for other public

Functions within the community as would normally be expected to be performed the highest-ranking member of the fire department. The chief shall have the overall responsibility for fire protection, implementation of the bylaws, policies and procedures, enforcement and implementation of fire codes

and applicable laws, and all other responsibilities assigned by the Board of Commissioners, district bylaws or by state law.

ARTICLE NINE – IN-LINE-OF DUTY INJURY

SECTION ONE:

The provisions of 45-19-1 of Rhode Island General Laws shall apply if the Chief should become wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of his duties.

All medical expenses, which are not covered by the Chief's medical coverage, attributable to his job related injury or sickness that the Chief sustained while employed by the Cumberland Fire District is to be paid in full by the Cumberland Fire District for the rest of his life.

If the Chief is killed in-the-line-of-duty, the District shall pay for funeral costs, with receipts not to exceed \$10,000(ten thousand) dollars.

ARTICLE TEN – TERMINATION

SECTION ONE:

The Chief shall hold the highest ranking position in the Fire Department until such time as this agreement terminates, he shall be physically or mentally unable to perform all of the required duties and functions, or until such time as he shall be removed from office by reason of cause, whichever is the first to occur. Cause shall mean and be defined as any of the following:

- a. Felony conviction. In the event of an indictment or criminal information, the District may suspend the Chief with pay and benefits to continue in effect until final disposition of any charge or charges;
- b. A misdemeanor conviction for a crime of moral turpitude, if said is related to his employment
- c. For a violation of a material condition of this agreement.
- d. For violations of the rules and regulations of the fire department/district, as the same may apply to him;
- e. For insubordination or failure to comply with lawful orders or directives; provided, however, that he shall, at all times, be required to perform his proper function and duties as the highest ranking officer of the fire department and any request or order to act in a manner contrary to the requirements of his position or to the proper enforcement of the law and for

the health and safety of the citizens shall not, in fact, constitute insubordination or failure to comply with an order or directive. In addition, the Chief shall be in a position to terminate his position on a voluntary basis either by resignation or retirement.

The sufficiency of grounds for termination shall include at a minimum, a written notice of the alleged cause and facts in support thereof as well as an opportunity for a full and fair hearing.

ARTICLE ELEVEN – ARBITRATION

SECTION ONE:

Should a dispute arise pertaining to the terms and conditions of this Agreement, and after all administrative remedies have been exhausted, then either party may apply for arbitration by a neutral arbitrator subject to the laws of the State of Rhode Island.

ARTICLE TWELVE – SEVERABILITY

SECTION ONE:

In the event that a particular section or portion of this Agreement is found to be invalid by a court of competent jurisdiction, all remaining portions not otherwise affected shall remain in full force and effect. There shall be no modifications or changes to this Agreement that are not in writing signed by all of the parties, duly authorized.

ARTICLE THIRTEEN – LEGAL SERVICES

SECTION ONE:

The District agrees to provide legal counsel and services in the defense of any suit of a civil nature brought against the Chief while in the performance of on the job duties and to indemnify the Chief from any award against the Chief.

ARTICLE FOURTEEN – SIGNATURES

IN WITNESS, the Cumberland Fire District, Inc., has caused this Agreement to be signed and executed on its behalf by Bruce Lemois, Chairman, and by Kenneth A. Finlay, Fire Chief, on November 10, 2016.

Bruce Lemois, Chairman

Witness

Kenneth A. Finlay, Fire Chief

Witness