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FC-R-2016-49

CUMBERLAND FIRE DISTRICT

Resolution

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RESOLUTION: **AUTHORIZE CHAIRMAN LEMOIS TO EXECUTE AN
EMPLOYMENT CONTRACT WITH FINANCE DIRECTOR
KAROLYSHYN.**

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BE IT RESOLVED BY THE CFD COMMITTEE AS FOLLOWS:

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

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WHEREAS: The proposed contract doesn't increase the cost of this
position.

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WHEREAS: It is important to the business management of the CFD to
ensure there is consistent leadership in the Finance Director's
position.

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

RESOLVED:

Voted on this 10TH day of November, 2016



Bruce A. Lemois, Chairman



Debra Auclair, Clerk

YAY:

Lemois
Matta
Parent
Champagne

NAY:

Ouellette
Koutsogiane
Scullin

AGREEMENT

Between the

CUMBERLAND FIRE DISTRICT
CUMBERLAND, RI

AND

DIANE KAROLYSHYN
FINANCE DIRECTOR

**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 Diane Karolyshyn for services to be rendered by Diane Karolyshyn as the Finance Director 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 Diane Karolyshyn referred to as **Director**, 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 Director as the Finance Director to manage the business functions of the District. This will include, but not limited to accounts payable, payroll, tax collections and other financial matters. The Director hereby accepts such hiring, engagement and employment.

SECTION TWO:

Director shall perform all duties of Finance Director as set forth in the Bylaws of the District, any directives from the Board of Fire Commissioners, and all other applicable duties customarily performed by municipal finance directors in other municipalities.

The Director shall ensure that all RI General Laws and policies and/or requirements of all government agencies are followed with timeliness and completeness.

ARTICLE THREE - HOURS

SECTION ONE:

The regular workweek of the Director will a standard 35-hour work week. This will include attending meetings of the Fire Committee unless absent due to vacation, sick, personal time or otherwise excused.

SECTION TWO:

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

ARTICLE FOUR – TERM

SECTION ONE:

The term of this employment Agreement is as follows:

A term beginning November 10, 2016 and continuing through June 30, 2019

SECTION TWO:

At the end of this contract, if the Director wishes not to continue her employment with the District she shall serve written notice to the District of her 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 Director's contract the District shall serve written notice to the Director. Notice shall be delivered certified mail post marked by April 1, 2019 to 9 Apple Blossom Drive Cumberland, RI 02864.

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 Director than those provided for in this agreement.

ARTICLE FIVE – SALARY

SECTION ONE:

The Director will receive the following annual salaries.

November 10, 2016 and ending June 30, 2017 - \$55,000

July 1, 2017 and ending June 30, 2018 - \$56,100

July 1, 2018 and ending June 30, 2019 - \$57,200

SECTION TWO:

Should the Cumberland Fire District merge with any other fire district(s), Town or regional area and a Finance Director's position is not offered to the Director, the remainder of the salary package shall be paid out to the Director as a severance package. In any event the severance package must be equal to a minimum of twelve (12) weeks of salary. The Director 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 the Director.
HEALTH & DENTAL: The District provides health and dental as outlined in the Local 2722 CBA. This includes all co-pays, increases and decreases as they occur.

SECTION TWO:

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

SECTION THREE:

PERSONAL TIME OFF: The Director shall be entitled to two hundred (200) hours of personal time off (PTO) for use as vacation, sick time or personal use.

The Director shall be permitted to bank PTO time up to forty (40) hours per year with a total maximum of eighty (80) hours.

Use of PTO 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 FOUR:

HOLIDAYS: The Director is entitled to the following holidays off with an additional days pay: New Year's Day, Martin Luther King Day, Washington's Birthday, 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 Director will have the next Monday off or any day of her choosing.

SECTION FIVE:

BEREAVEMENT: In case of the death of a father, mother, wife, child, stepfather, stepmother, stepchild, brother, sister, Director 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 Director 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 SIX:

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 Director 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 the Director a prompt and fair hearing in accordance with due process and all applicable laws.

ARTICLE EIGHT – TERMINATION

SECTION ONE:

The Director shall hold the highest ranking position in the Fire Department Business Office until such time as this agreement terminates, she shall be physically or mentally unable to perform all of the required duties and functions, or until such time as she 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 Director 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 her 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 her;
- e. For insubordination or failure to comply with lawful orders or directives; provided, however, that she shall, at all times, be required to perform her proper function and duties as the highest ranking manager of the Business Office.

- f. 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 NINE – 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 TEN – 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 Director while in the performance of on the job duties and to indemnify the Director from any award against the Director.

ARTICLE ELEVEN – 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 Diane Karolyshyn, Finance Director, on November 10, 2016.

Bruce Lemois, Chairman

Witness

Diane Karolyshyn, Finance Director

Witness