

EMPLOYMENT AGREEMENT

FIXED TERM EMPLOYMENT CONTRACT

This agreement is made on **December 1, 2019** between the **Town of Seabrook, New Hampshire**, as represented by its duly elected Board of Selectmen (hereinafter referred to as the "Town") and **Brett Walker** (hereinafter referred to as the "Employee").

Whereas the Town desires to employ the services of the Employee and to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee, it is agreed that the following is the basis under which the Employee shall be employed:

- 1. Responsibilities:** The **Employee** agrees to assume the full time position of Police Chief of the Town and carry out the duties and responsibilities of such position as set forth in RSA 105 and any amendments thereto as well as the dictates of the Town to the extent they are not in contradiction to said statute.
- 2. Contract Period:** The Employee agrees to serve in this position from December 1, 2019 to December 1, 2022 unless employment is terminated sooner in accordance with Section Seventeen (17) of this agreement. This contract is for a period of three (3) years, ending on December 1, 2022.
- 3. RENEWAL.** This Agreement may be renewed or renegotiated by the Board of Selectmen and the employee. The employee may request to re-negotiate this contract, or any portion thereof, at any time during the contract period. If the Town does not intend to renew, it shall provide at least sixty days (60) days notice to Employee of its intent not to renew. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement.
- 4. Probation:** The Employee agrees to a six (6) month probationary period for this position, effective from the date of hire as interim Police Chief, (August 1, 2018) during which he may be removed with or without cause.
- 5. Compensation:** The Town Agrees to pay the Employee an annual salary (base wage) of \$124,000 in fifty-two equal weekly increments minus the usual required and authorized deductions during his probationary period. Beginning February 1, 2019 the employee annual salary shall be \$129,900. Upon the completion of the first year of service the Employee shall, on February 1, 2020 receive a 3% increase over base wage. On February 1, 2021 the Employee shall receive a 3% increase in base wage. Wages beyond February 1, 2022 will be contingent upon the Agreement being renewed by the parties.
- 6. Hours:** The employee shall be on duty at all times required. His office shall be open and staffed between 0900 and 1700 hours. He will be expected to attend such Town and Committee meetings as deemed necessary by the Town Manager and other meetings and conferences necessary to represent the Town. He will also be expected

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to respond to events, both scheduled and unscheduled, as needed. It is recognized that EMPLOYEE must devote a great deal of time outside the normal office hours to the business of the Town, and to that end EMPLOYEE will be allowed to have flexibility in scheduling his time. The working schedule will consist of forty (40) hours weekly. Furthermore, EMPLOYEE will continue to have the ability to work some private details and events.

7. **Vacation Leave:** Employee shall receive thirty-one (31) days annual leave per year which is accrues and available as of January 1 of each year. The Town and Employee agree to allow a “buyout” of unused annual leave as of December 31 each year. At the termination of the contract Town and Employee agree to a CAP of 800 hours.
8. **Sick Leave:** The Employee shall accrue sick leave at the rate of ten (10) hours per month. Sick leave may accrue to a maximum of one-hundred (100) days. Employee shall be paid upon request up to fifty (50%) of the present value of sick leave accrued at any point during the year.
9. **Holidays:** The Employee shall receive Holiday Leave on whatever holidays are observed by the Town’s non-union permanent employees.
10. **Personal Leave:** The Employee shall receive three (3) working days of personal leave, either consecutive or non consecutive, per year, to be used within the calendar year.
11. **Deferred Compensation:** The Town shall execute the necessary agreements allowing Employee to enroll in the deferred compensation plans (plan numbers 457 and 401K) of the International City Management Association Retirement Corporation or another provider jointly agreed to. The Town agrees to match up to an amount equal to six percent (6%) of the Employees annual salary that is contributed by the Employee. Such amount shall be allocated between the plans at the sole discretion of the Employee.

12. Insurance:

Workers Compensation: The Town shall provide Workers Compensation Insurance for the Employee. Coverage, including “make whole” provisions, shall reflect that of the SSEA Contract.

Term Life Insurance: The Town will provide the Employee with a term life insurance policy with accidental death and dismemberment features in the amount of fifty-thousand (\$50,000) dollars.

Disability: Employee shall receive short term disability and long term disability insurance consistent with that provided to the SSEA workforce, consistent with the current contract language within the SSEA Contract. Employee is also entitled to

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AFLAC Policy that mirrors the contract benefit within the contract of the Professional Firefighters.

Health/Medical Insurance: The Employee shall be provided group health benefits under the Anthem Lumenos Plan, or another comparable plan, that is consistent with the benefit received by the SSEA unionized employees of the Town of Seabrook, including cost sharing provisions. Employee shall receive an HRA/HSA funded by the Town of Seabrook in an amount consistent with that received by the SSEA employees, including cost sharing provisions. Should the Employee choose not to be covered by the group plan Employee shall receive 50% of the cost of premium for a family plan as compensation on an annual basis. This stipend, if taken, shall be considered to be a part of base wage.

Dental Insurance: The Town will provide Dental Insurance consistent with that provided to the SSEA employees

Survivors Insurance: In the event that the Employee dies as a result of injuries sustained in the line of duty the Town agrees to provide the Employee's spouse and dependent children with the health and dental benefits outlined in this agreement on the same basis as if the employee were alive and employed by the Town. The wife shall receive such benefit for a period of four years, or until remarried, while the children of Employee shall retain coverage until age 26.

13. **Travel Expenses:** The Town agrees to provide the Employee a take home Department Cruiser, which shall be maintained by the Town, including fuel. The Chief of Police is on call 24 hours a day, seven days a week, and on that basis shall utilize his assigned cruiser for all transportation, both personal and business.
14. **Professional and Educational Expenses:** The Town agrees to budget for and pay any costs, including travel and subsistence expenses of the Employee for meetings, functions, college courses, seminars and memberships necessary for his performance and pertaining to municipal government, policing, and or emergency management, or other public safety topics, as approved by the Town Manager. The Employee will not have to use his own personal, sick, or vacation time to obtain new certifications requested by the Town Manager or gain certification in previously approved programs. Any college courses must be prior approved by the Town Manager.
15. **General Provisions:** In addition to the specific provisions covered in this agreement the Employee shall be entitled to any other employment benefits provided to the Town's other employees. A request by the Employee to the Town to receive an employment benefit under this clause shall be submitted in writing to the Town Manager, who shall not unreasonably withhold such benefit.

This agreement may be amended by mutual consent, only in writing, at any time except that it may not be amended to a statutory rather than a term contract.

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Employee shall be provided with sufficient duty uniforms including badges of rank. A copy of this agreement shall be given to the Employee, the Town, and shall be placed on file with the Town Clerk.

Employee shall be provided with a Town owned Cell Phone.

- 16. Performance Evaluation:** The Town may review and evaluate the performance of the Employee once, or more, annually at the discretion of the Board of Selectmen. Said review and evaluation shall be in accordance with specific criteria developed by the Board of Selectmen, in consultation with the Chief. The Town shall provide the Employee with a summary written statement of findings and provide an adequate opportunity for the Employee to discuss the evaluation with the Town.
- 17. Termination of Employment:** Termination of this employment agreement shall be limited as follows:

 - a. Termination by the Town, for cause, and upon the giving of notice by the Town, in writing, to the Employee at least sixty days before the effective date of said termination, stating the reason(s), for the termination. In the event of a termination the Employee shall be entitled to a hearing before the Board of Selectmen within ten (10) business days of a written request by the Employee. Such a request must be made in writing within twenty (20) business days from the date of receipt of the above referenced termination notice. The hearing before the Board of Selectmen may be public or non-public with that determination made by the Employee.
 - b. Examples of the term “just cause” as used herein are but are not limited to: (1) Employee engaging in any act of fraud, embezzlement, and or willful misconduct, gross negligence or acts of dishonesty; (2) Employee engaging in any act or conduct which would constitute a class A Misdemeanor or a felony; (3) Employee violation or breach of this agreement; or (4) Employee violating Town policy, or act(s) of insubordination or the failure or refusal of the Employee to substantially perform his duties. Any such determination by the Town shall include specific findings supporting its determination.
 - c. By Employee: Upon giving notice by the Employee to the Town, in writing, at least thirty (30) days before the effective date.
- 18. Residency:** The Employee shall make a good faith effort to establish residency in the Town of Seabrook within eighteen months of the start date of this contract. If no residency is established the employee may seek an extension from the Town Manager, which shall not be unreasonably withheld.
- 19. Severance:** Upon termination of employment, in all circumstances, the Employee shall be paid for vacation and sick time in accordance with provisions of Section Seven (7), and Section Eight (8).

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20. The Town agrees to provide indemnification and legal defense of EMPLOYEE, to the extent permitted by RSA 31:104, 105, and 106. To the extent not otherwise prohibited by law, the Town shall defend, save harmless, and indemnify EMPLOYEE against tort, professional liability claim or demand, or other civil or criminal legal action, whether groundless or otherwise, arising out of alleged act or omission occurring in the performance of his duties as Chief of Police for the Town of Seabrook, New Hampshire. This section shall also apply when EMPLOYEE has separated from employment with the Town if the alleged act or omission occurred while in the performance of his duties as Chief of Police for the Town of Seabrook, New Hampshire. As a condition of indemnification and legal defense, EMPLOYEE shall cooperate with the Town, its attorneys, and in all matters relating to said claim.

12/12/19
Date

BOARD OF SELECTMEN:


Aboul B. Khan, Chairman


Theresa A. Kyle


Ella M. Brown


William M. Manzi, Town Manager

12/11/19
Date


Brett Walker, Police Chief

12/10/19
Date