

EMPLOYMENT AGREEMENT

FIXED TERM EMPLOYMENT CONTRACT

This agreement is made on **January 1, 2015** between the **Town of Seabrook, New Hampshire**, as represented by its duly elected Board of Selectmen (hereinafter referred to as the "Town") and **William J. Edwards** (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 Fire Chief of the Town and carry out the duties and responsibilities of such position as set forth in RSA 154 and any amendments thereto. The Fire Chief will also assume the position and role of Emergency Medical Services (EMS) Coordinator. The EMS Coordinator will oversee and conduct quality control assessment and coordination of the EMS service, including overseeing ambulance billing and EMS training for the Seabrook Fire Department. As a Certified EMT-Paramedic the Employee may be requested, if available and as needed, to assist Seabrook Fire Department personnel on ambulance calls to provide para-medical services when not otherwise available. He will be expected to attend such Town and Committee meetings as deemed necessary by the Town Manager and other meetings and conferences to represent the Town. He will also be expected to respond as needed to events requiring the attention of the Fire Chief, both scheduled and unscheduled.
- 2. Contract Period:** The Employee agrees to serve in this position from January 1, 2015 under the terms of RSA 154:5 unless employment is terminated sooner in accordance with Section Sixteen (16) of this agreement. This contract may be reviewed after a three (3) year term by the Board of Selectmen to re-negotiate terms.
- 3. Renewal.** This Agreement may be renewed or renegotiated by the Board of Selectmen and the employee. If the Town does not intend to renew, it shall provide at least one hundred twenty days (120) 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 Fire Chief during which he may be removed with or without cause.

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- 5. Compensation:** The Town Agrees to pay the Employee an annual salary of \$98,000 in fifty two equal weekly increments minus the usual required and authorized deductions. Said salary shall be increased by \$2,000 (two thousand) after the expiration of the six month probationary period, and shall be increased by \$2,000 (two thousand) on January 1, 2016. Upon each one year anniversary of service the Employee shall receive a 2.5% increase over base wage before any dollar increases due, for the three years beginning on January 1, 2015. Wages beyond year three will be contingent upon the terms of a successor contract, and no wage adjustments shall be made beyond the terms of this agreement without the existence of a successor agreement, except to grant wage increases commensurate with other Department Heads or the Town Manager in this non-contractual period.

A stipend of \$2900 (twenty nine hundred) will be provided annually to the Employee for maintaining a Nationally Registered EMT-Paramedic level Certificate. This EMT-Stipend shall be considered a non-base wage under the terms of this agreement. Town and Employee agree that this position is a salaried position and is an exempt position under the federal Fair Labor standards Act and as such the employee's compensation is based upon the satisfactory completion of his responsibilities regardless of the length of time necessary to accomplish that task.

The Employee is not eligible, under the terms of this agreement, for payment for call backs or for overtime shifts. Any services provided by the Employee shall be considered to be a part of the duties and responsibilities of the position of Fire Chief. The Town agrees to review, and re-open, this contract at the conclusion of the probationary period to negotiate all aspects of the contract.

- 6. 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 of up to fifteen (15) days per contract year. The Employee may only carry over up to fifteen (15) vacation days per contract year of the vacation time earned in that contract year to a maximum of six hundred (600) hours of vacation leave. Any leave that rises above the accrual maximum shall be forfeit at the close of each calendar year. At the termination of the contract Town and Employee agree that a CAP of 800 hours exists on a buyback of annual leave hours.
- 7. 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. Any leave that rises above the accrual maximum shall be forfeit at the end of a calendar year.

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Bereavement leave with pay shall be granted when a death in the Employee's immediate family occurs. Such leave will be granted for the three (3) working days immediately after the passing of the family member.

8. **Holidays:** The Employee shall receive Holiday Leave on whatever holidays are observed by the Town's non-union permanent employees. The Employee shall receive three (3) working days of personal leave, either consecutive or non-consecutive, per year, to be utilized within the calendar year. Unused Personal Time will be lost as of December 31 of each year.
9. **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 five percent (5%) 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.

10. Insurance:

Workers Compensation: The Town shall provide Workers Compensation Insurance for the Employee. Coverage, including "make whole" provisions, shall reflect that of the unionized employees of the Town. Should different Workers Compensation benefits apply to unionized employees the Employee will be governed by the contractual language contained in the SSEA contract, or the contract language in one of the three other Seabrook Union contracts selected by the Employee.

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 unionized workforce.

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 unionized employees of the Town of Seabrook as of January 1, 2015. Employee shall receive an HRA/HSA funded by the Town of Seabrook in an amount consistent with that received by the unionized work force of the Town of Seabrook as of January 1, 2015. 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, capped at fifteen thousand (\$15,000) dollars. Should the terms of unionized health care coverage change the Employee and the Town agrees to

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re-open this contract to negotiate any change in coverage terms for the Employee.

Dental Insurance: The Town will provide Dental Insurance consistent with that provided to the unionized work force of the Town of Seabrook as of January 1, 2015. Should the terms of unionized dental care coverage change the Employee and the Town agrees to re-open this contract to negotiate any change in coverage terms for the Employee.

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 two years, while the children of Employee shall retain coverage until age 21.

11. Travel Expenses: For the use of a personal vehicle the Town agrees to compensate the Employee one hundred (\$100) dollars per week, paid monthly. In the event that a Fire Department vehicle is assigned for use by the Employee on a twenty four hour seven day basis the Town will not provide the travel expense stipend.

12. 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, firefighting, and or emergency medical services 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.

13. 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.

The Employee shall be able to retain a "Section 125" Flexible Spending Account in the amount of the maximum allowed under federal law.

The Town shall provide the following incentive payments for the listed educational certificates. Inspector I, \$750 (Seven Hundred Fifty), Inspector II

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\$750 (Seven Hundred Fifty), New Fire Chief I, II, III, IV, \$750 (Seven Hundred Fifty), per certificate, Fire Service Supervision \$750 (Seven Hundred Fifty).

Negotiations on a new agreement shall be initiated at least sixty (60) days before expiration of this agreement. Should a new agreement not be reached the Employee shall have the option of returning to his prior position within the Seabrook Fire Department with no loss of seniority or benefits, with compensation set at the existing union contractual rate for a Seabrook firefighter. The provisions of this paragraph are subject to the acquiescence of the Firefighters Union with regards to Edwards' seniority within that unit and his ability to displace, if necessary, a full time firefighter within that unit. It is agreed for this purpose that his original date of hire was March 17, 2006.

This agreement may be amended by mutual consent, only in writing, at any time.

Employee shall be provided with sufficient duty uniforms including badges of rank, as well as a complete Class A marching uniform. Employee shall also be provided two (2) sets of complete personal protective equipment. A copy of this agreement shall be given to the Employee, the Town, and shall be placed on file with the Town Clerk.

14. Performance Evaluation: The Town shall review and evaluate the performance of the Employee at least once annually. Said review and evaluation shall be in accordance with specific criteria developed by the Board of Selectmen. 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.

15. 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. Termination may be further appealed to the New Hampshire Court system in accordance with State Law.

b. Examples of the term "just cause" as used herein are: (1) Employee engaging in any act of fraud, embezzlement, and or willful misconduct, gross negligence

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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.

b. By Employee: Upon giving notice by the Employee to the Town, in writing, at least thirty (30) days before the effective date.

16. **Residency:** The Employee shall reside within the Town of Seabrook during the period of his employment with the Town.

17. **Severance:** Upon termination of employment, in all circumstances, the Employee shall be paid for vacation and sick time in accordance with provisions of Section Five (5), Section Six (6), and Section Seven (7).


18. **Indemnification:** The Town shall defend, hold harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal actions, including the providing of Town legal counsel, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Fire Chief.

This Agreement shall remain in effect during the negotiations to create a successor agreement described in Sections Two (2) and Three (3).

3/3/15
Date


William Edwards, Employee

BOARD OF SELECTMEN:

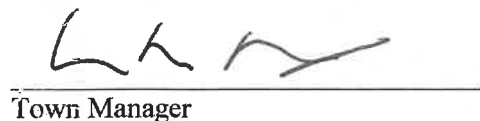

Selectman

Selectman

3/3/15
Date


Selectman

3/3/15
Date


Town Manager

Rec'd & Recorded 3/4/15
12:45 PM
Cheryl A. Breen Deputy Town Clerk

EMPLOYMENT AGREEMENT AMENDMENT

The AGREEMENT effective January 1, 2015 between the **Town of Seabrook**, New Hampshire, and William J Edwards, Fire Chief is hereby amended as follows:

Whereas Section 2 covers Contract Duration. The Town and the Employee agree that the Employee is currently under contract as long as the Town has adopted NH RSA 154:5. The contract terms, other than duration, may be reviewed and re-negotiated, to take effect in a successor agreement, after December 31, 2023. This contract can be amended anytime, by mutual consent, as per Section 13, General Provisions. This amendment extends the terms of the original Agreement until December 31, 2023.

WHEREAS, Section 5 of the Agreement covers Compensation. The Town and Employee agree on a stipend of five thousand (\$5,000) dollars in 2020, for performing the duties of EMS Coordinator.

WHEREAS Section 6 of the Agreement covers Vacation Leave of the Employee. The Town and the Employee agree that the Employee's Vacation leave may accrue to a maximum of one hundred thirty (130) days.

WHEREAS Section 7 of the Agreement covers the Sick Leave of the Employee. The Town and the Employee agree that the Employee's Sick leave may accrue to a maximum of one hundred thirty(130) days.

WHEREAS Section 9 of the Agreement covers Deferred Compensation for the Employee. The Town and the Employee agree that the Town shall make weekly contributions to the Employee's deferred compensation, which will be set at six and one-half percent (6.5%) in 2020. Percentages will be based on the Employees annual earnings.

WHEREAS Section 12 of the Agreement covers 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, firefighting, emergency medical services, management courses, conflict resolution, legal courses, science, math, various arts, and practices in various technologies. The Employee will not have to use his own personal, sick, or vacation time to obtain new certifications or gain certification in previously approved programs. Any college courses must be prior approved by the Town Manager, who shall not unreasonably withhold such benefit.

WHEREAS Section 13 of the Agreement covers General Provisions. In addition to the specific provisions covered in this agreement the Employee shall be entitled to any pays or 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. Once a benefit, wage, stipend or pay has been requested by the employee and approved by the Town Manager, said benefit, wage, stipend or pay shall become part of this and any future agreements.

WHEREAS Section 15 of the Agreement covers Termination of Employment. The Board of Selectmen and the Employee agree that the Town will not move to terminate the Employee due to budgetary overages that coincide with budgetary requests made by said Employee, that the Employee deemed necessary to effectively run the Fire Department without loss of public safety services. Contractual budgetary overages will also not be held against the Employee and or the Employee's employment status. The Board of Selectmen and the Employee agree that the Fire Chief shall carry out the budgetary directives of The Board of Selectmen and the Town Manager on the budget, and upon directive of the Town Manager shall make budgetary reductions to comply with annual budgetary limits as established by the Legislative Body. This budgetary language shall also cover the Emergency Management Department.

Whereas the Emergency Management Department has been placed within the administrative authority of the Seabrook Fire Department, and whereas the Emergency Management Director reports to the Fire Chief the Town and the Employee agree: If the position of Emergency Management Director becomes vacant the title, and the duties and responsibilities of that position, shall be assumed by the Fire Chief. The stipend for that position shall be no less than 40% of the existing wage of the vacated Emergency Management position.

ALL provisions of the original Agreement and amendments shall remain in effect during the duration of the Employee's employment, unless otherwise stated, in this Agreement or any future Agreements.

NOW, THEREFORE, the Town and the Employee agree to modify the Agreement effective September 16, 2019.

September 16, 2019

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

EMPLOYMENT AGREEMENT AMENDMENT

The AGREEMENT effective January 1, 2015 between the **Town of Seabrook**, New Hampshire, and William Edwards, Fire Chief is hereby amended as follows:

WHEREAS Section 5 of the Agreement sets base wage compensation for the Fire Chief the Board of Selectmen and the Employee agree that base wage compensation will be set at one hundred nine thousand dollars (\$109,000) commencing on December 31, 2015.

WHEREAS, Section 5 of the Agreement gives the Fire Chief additional stipends for duties performed, the Board of Selectmen and Employee agree on a stipend of four thousand dollars (\$4,000) for performing the duties of EMS Coordinator.

WHEREAS, Section 13 of the Agreement provides education stipends for professional certificates achieved the Board of Selectmen and the Employee agree that the following certificates shall be added to the existing list. Fire & EMS Instructor I, II, and III. Fire Officer I and II. CPR Instructor Certificate. Sprinkler Plan Review Certificate. Commissioning New Occupancies Certificate. Each certificate shall be compensated at the same rate (\$750) as the existing certificate stipends.

Whereas Section 6 of the Agreement sets the allowed upon maximum of unused vacation days eligible for buyback the Board of Selectmen and the Employee agree that the maximum number of days eligible for buyback under this provision is twenty (20).

WHEREAS Section 7 of the Agreement sets the percentage of sick time eligible for buyback the Board of Selectmen and the Employee agree that the percentage of time eligible for buy back under section 7 is 75%

NOW, THEREFORE, the Town and Employee agree to modify the Agreement effective January 1, 2016.

Town of Seabrook:

December 31, 2015
Date

Raymond Smith
Chairman, Board of Selectmen

December 31, 2015
Date

Alicia C. Kyle
Witness

December 31, 2015
Date

Kelly D. O'Connell
Witness

December 31, 2015
Date

William Edwards
William Edwards, Employee

Kelly D. O'Connell
Witness

Recorded and Recd
December 30, 2015
1:50 pm
Cheryl Breen Deputy Town Clerk

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The AGREEMENT effective January 1, 2015 between the **Town of Seabrook**, New Hampshire, and William J Edwards, Fire Chief is hereby amended as follows:

WHEREAS, Section 2 of the Agreement covers Contract Duration. The Board of Selectmen and the Employee agree that the Employee is currently under contract as long as the Town of Seabrook, NH has adopted NH RSA 154:5. The Contract terms, other than duration, may be reviewed and re-negotiated to take effect in a successor agreement, after December 31, 2020. This Contract can be amended anytime by mutual consent as per Section 13, General Provisions.

WHEREAS, Section 3 of the Agreement covers Renewal. The Board of Selectmen and the Employee agree to amend this section to read; This Agreement may be renegotiated by the Board of Selectmen and the Employee at the end of the designated term. (December 31, 2020) If the Town does not intend to renegotiate terms, it shall provide at least one hundred twenty (120) days notice to the Employee, of the Town's intent not to renegotiate. In the event an agreement is not renegotiated, all compensation, benefits, and requirements of the agreement shall remain in effect until a successor agreement is reached.

WHEREAS, Section 5 of the Agreement covers Compensation. The Board of Selectmen and the Employee agree that the Employee shall continue to receive annual wage increases commensurate with other Department heads, Non-Union Contracted Employees, and the Town Manager. Said increases to become effective on the anniversary date of the Employee's original Agreement.

WHEREAS Section 6 of the Agreement covers Vacation Leave of the Employee. The Board of Selectmen and the Employee agree that the Employee's Vacation leave may accrue to a maximum of one hundred twenty five (125) days.

WHEREAS Section 7 of the Agreement sets the Sick Leave of the Employee. The Board of Selectmen and the Employee agree that the Employee's Sick leave may accrue to a maximum of one hundred twenty five (125) days.

WHEREAS Section 9 of the Agreement sets the Town matched deferred compensation for the Employee. The Board of Selectmen and the Employee agree that the Town matched deferred compensation will be set at six percent (6.0%) of the Employees annual wages.

WHEREAS Section 10 of the Agreement covers various insurance benefits. Under Survivors Insurance for the Employee's family the Board of Selectmen and the Employee agree to amend that section so that the Town shall provide the Employee's spouse and dependent children with health and dental benefits outlined in the 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, while the children of the Employee shall retain coverage until the age 26, or the maximum age limit allowed by law. In recognition of the environmental hazards of the job the Board of Selectmen and the Employee agree that for the purposes of this section that Line of Duty Death would include death due to cancer, heart attack, stroke, or any other heart disease related medical condition, whether suffered on duty or off.

WHEREAS Section 13 of the Agreement covers General Provisions. The Board of Selectmen and the Employee agree that the Employee shall be allowed to convert all Employee eligible benefits, stipends, and incentives into the Employee's base salary (hourly rate), not exceeding the total yearly salary currently scheduled in the year of the request. For clarification, all benefits, stipends, and incentives under the original agreement, this agreement and any successor agreements, shall be considered base wages. A request by the Employee to the Town to execute this provision shall be in writing to the Town Manager, who shall not reasonably withhold or deny this provision of the contract.

WHEREAS Section 17 of the Agreement covers Severance. The Board of Selectmen and the Employee agree that in the event of the Employee's death, that the Town will pay all Sick Time, Vacation Time, Incentives, and Benefits that would have been due to the Employee if still alive, to the Employee's Family or Family Trust. All Sick Time, Vacation Time, Incentives, and Benefits shall be paid at 100% of value or remaining value, in all circumstances, at the termination of employment. Should the Town adopt a different version of NH RSA 154, or a new section of State law, to fill the position of Fire Chief, and that election separates the Employee from his current position as Fire Chief, the Employee will receive one years salary wages and benefits upon termination or separation of employment as Fire Chief.

ALL provisions of the original Agreement shall remain in effect during the duration of the Employee's employment, unless otherwise stated, in this Agreement or any future Agreements.

NOW, THEREFORE, the Town and the Employee agree to modify the Agreement effective January 8, 2018.

Town of Seabrook:

Date: 1/13/18

[Signature]
Chairman, Board of Selectmen

Date: 1/13/18

[Signature]
[Signature]

Date: 1/13/18

[Signature]
Witness

Date: 1/13/18

[Signature]
William J Edwards, Employee

[Signature]
Witness