

## EMPLOYMENT AGREEMENT

This Agreement is made on November 9, 2005, between the **Town of Seabrook, New Hampshire**, as represented by its duly elected Board of Selectmen (hereinafter referred to as the **Town**) and **Kelley O'Connor** (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 Town Manager's Secretary of the **Town** and to carry out the duties and responsibilities of such position as set forth herein and any amendments thereto, which shall be attached hereto.
2. **CONTRACT PERIOD:** The **Employee** agrees to serve in this position from **July 1, 2004** forward for an indefinite period unless employment is terminated sooner in accordance with articles 12 and 13 of this Agreement.
3. **COMPENSATION:** The **Town** agrees to pay the **Employee** and annual salary of \$37,500.00 in weekly increments, effective November 9, 2005. Said annual compensation shall be increased by a minimum of 3% on each succeeding April 1<sup>st</sup> following the execution of this Agreement.
4. **VACATION LEAVE:** The **Employee** shall receive sixteen (16) days of paid annual vacation leave from 0 to 5 years of service; 21 days of paid vacation leave from 6 to 10 years of service; 26 days of paid vacation leave from 11 to 15 years of service and 31 days of paid vacation leave for 16 plus years of service. Years of service shall be calculated from the **Employee's** first day of employment with the **Town** including part time employment, if any.
5. **SICK LEAVE:** The **Employee** shall receive fifteen (15) days of sick leave per calendar year that may accrue to a maximum of one hundred (100) days. Sick leave accrued prior to the execution of this Agreement shall be retained by the **Employee**.
6. **PERSONAL LEAVE:** The **Employee** shall receive three (3) paid working days of personal leave, either consecutive or non-consecutive, per calendar year, to be used within the calendar year.

7. **HOLIDAYS:** The **Employee** shall receive paid holiday leave on whatever holidays are observed by the **Town's** non-union permanent employees including:

New Year's Day

President's Day

\*Fast Day

Memorial Day

Independence Day

\*Fast Day will be a floating holiday but cannot be used in combination with another holiday.

Labor Day

Thanksgiving Day

Day After Thanksgiving Day

Last Working Day Before Christmas

Christmas Day

8. **INSURANCE:** The **Employee** shall receive group health and disability insurance benefits under Blue Cross/Blue Shield JY Plan, with 90% of the premiums paid by the **Town** and 10% paid by the **Employee** unless another plan with a 25% lower cost is chosen by the **Employee**, that are in effect for or are awarded to the **Town's** permanent employees, including dental insurance and as provided other full time permanent **Town** employees; and the **Town** will provide the **Employee** with a term life insurance policy with accidental death and dismemberment features in the amount of One Hundred Thousand (\$100,000.00) dollars.
9. **SHORT AND LONG TERM DISABILITY INSURANCE:** The **Town** will provide short-term (26) weeks disability income protection insurance, at no cost to the **Employee**, for all non-occupational incurred disabilities. The level of benefits shall be two-thirds (2/3rds) of the **Employee's** weekly earnings to a maximum of one thousand five hundred (\$1,500.00) dollars per week in accordance with the terms of the carrier. The **Town** will provide long term disability insurance, at no cost to the **Employee**, for all non-occupational incurred disabilities. The level of benefits shall be sixty (60%) percent of the **Employee's** basic monthly earnings to a maximum of six thousand (\$6,000.00) dollars per month in accordance with the terms of the insurance carrier.
10. **TRAVEL EXPENSES:** For the use of a personal vehicle the **Town** agrees to pay the **Employee** the established United States Internal Revenue Service mileage rate for all miles driven in a personal vehicle. A mileage log will be provided by the **Employee** for all mileage claimed for reimbursement. If a **Town** vehicle is provided for transportation no mileage reimbursement will be provided.
11. **PERSONAL AND EDUCATIONAL EXPENSES:** The **Town** agrees to budget for and pay reasonable travel and subsistence expenses of the **Employee** for special meetings, functions, college courses, seminars, and memberships necessary for the **Employees** performance and pertaining to municipal government. The **Town** shall determine the necessity and appropriateness of all such expenses prior to any expenditures hereunder.

12. **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 jointly by the **Town** and the **Employee**. The **Town** shall provide the **Employee** with a written summary statement of findings and provide the **Employee** an adequate opportunity to respond in writing and discuss his/her evaluation with the **Town**.
13. **TERMINATION OF EMPLOYMENT:** Termination of this employment Agreement shall be limited to the following:
- a. **By the Town** – Termination of the **Employee** shall be for “just cause” and in accordance with the provisions of RSA 105:2a and upon the giving of written notice by the **Town** to the **Employee** in writing, to the **Employee** at least sixty (60) days before the effective date of said termination, stating the reason(s) for the termination. The **Employee** shall be entitled to a hearing before the Board of Selectmen prior to said termination and such further remedies as specified in RSA 105:2-a.
  - b. **By the Employee** – Upon the giving of written notice by the **Employee** to the **Town** not less than thirty (30) days, preferably sixty (60) days, before the effective date of said termination of employment.
14. **SEVERANCE PAY:** Upon termination of employment, the **Employee** shall receive severance pay as follows:
- a. In all circumstances, payment of all unused vacation leave and personal days, 50% of all accrued and current unused sick leave.
  - b. Under 12a above, six (6) months aggregate salary plus all existing benefits from the actual date of termination if termination is based upon the elimination of the position of Town Manager’s Secretary. If termination is due to illegal action based upon conviction by a court of competent jurisdiction, or if the Town Manager’s Secretary resigns, then no severance shall be paid.
  - c. Under 12b above for the purposes of retirement upon the giving of thirty (30) days notice in writing to the **Town**, preferably sixty (60) days, all unused and accrued vacation leave, sick leave and personal leave.
15. **INDEMNIFICATION:** The **Town** shall defend, save harmless and indemnify the **Employee** from and against any and all liability, action, damage, claim, demand, or costs, including attorney’s fees, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the **Employee’s** duties as said Town Manager’s Secretary.

16. **BONDING:** In accordance with the requirements of the **Employee's** job duties and responsibilities the **Town** shall bear the full cost of any fidelity or other bonds required of the **Employee** by the **Town** or under any law or ordinance.
17. **NOTARY PUBLIC/JUSTICE OF THE PEACE:** The **Town** shall bear the full cost to insure that the **Employee** is appointed by the State of New Hampshire as a Justice of the Peace and/or Notary Public.
18. **GENERAL PROVISIONS:**
  - a. In addition to the specific provisions covered in this agreement, the **Employee** shall be entitled to all other employment benefits, rights and job protections provided by employment agreement or otherwise to the **Town's** other permanent employees.
  - b. Should this Agreement expire without a new employment agreement having been negotiated, the provisions of this Agreement shall remain in effect until a successor agreement is negotiated.
  - c. This Agreement may be amended only by mutual consent, in writing, of the **Town** and the **Employee** at any time. Otherwise it shall continue in effect until terminated.
  - d. A copy of this Agreement shall be given to the **Employee**, to the **Town**, and shall be placed on file with the Town Clerk.
19. **SEVERABILITY:** If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected the remaining portions thereof and the remaining portions thereof shall remain in full force and effect.
20. **PRIOR AGREEMENTS:** This Agreement shall supercede any prior agreements between the parties relative to employment by the **Town** and any previous agreements are hereby terminated, and this Agreement shall be effective as of November<sup>9</sup>, 2005. This Agreement shall be governed and construed under the laws of the State of New Hampshire.

Witness:





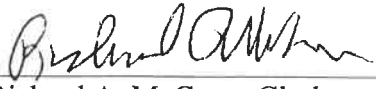
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Date: 11-9-05

Board of Selectmen

  
Karen Knight, Chairman

\_\_\_\_\_  
Cora E. Stockbridge, Vice Chairman

  
Richard A. McCann, Clerk

Witness:



Date: 11/9/05

Employee:

  
Kelley O'Connor

**AMENDMENT TO**

**EMPLOYMENT AGREEMENT**

The AGREEMENT effective November 9, 2005, between the **Town of Seabrook**, New Hampshire, and Kelly J. O'Connor, Deputy Town Manager is hereby amended as follows:

WHEREAS Section 1 of the Agreement, as amended, sets the responsibilities of the contract, the Board of Selectmen and the Employee agree to the change of Town Manager's Secretary to Deputy Town Manager.

WHEREAS Section 3 of the Agreement covers wages the Town and the Employee further agree: That Employees base salary may be amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies. Said annual compensation shall be increased by a minimum of 3% on each succeeding April 1<sup>st</sup>. The base pay of Employee shall be raised by 2.5% upon adoption of this Amendment, retroactive to January 1, 2019.

Temporary Promotion: Whenever the Employee is required to assume the duties of the Town Manager she shall be paid for all such work on the pay scale applicable to that higher classification and at the same step at which the affected employee is paid in her normal classification.

Longevity Bonus Pay: The Employee shall be paid a longevity payment during the first pay period in December based on length of services as follows:

Completion of five (5) years of continuous service	\$750.00
Completion of ten (10) years of continuous service	\$950.00
Completion of fifteen (15) years of continuous service	\$1500
Completion of twenty (20) years of continuous service	\$ 1800

Educational Incentive: The Employee shall be paid on or about September 1 of each year for college level credit in a job related field or in management at the following rate:

Associates Degree/Credit Hours	\$800
Bachelors Degree/Credit Hours	\$ 1500

WHEREAS, Section 4 and 5 of the Agreement sets the terms and conditions of annual and sick time the Board of Selectmen and the Employee agree that Section 11 shall include the following Employee shall receive 35 days of paid vacation after sixteen (16) years of service, "the Employee agrees to a buyout of 50% of annual leave as of December 31 of each year. At the termination of the contract the Employee agrees to a

CAP of 800 hours.

The Employee shall accrue 160 hours of sick leave, available as of January 1 of each year. Sick leave may accrue to a maximum of one-hundred (100) days. Employee shall be paid upon request up to 75% of the present value of sick leave accrued at any point during the year. Employee shall have five Personal Days and two Floating Holidays. Employee shall be able to carry forward Five Personal Days, and Two Floating Holidays if not used in a calendar year. Those hours shall be payable upon separation from service in total.

WHEREAS, Section 8 of the Agreement provides for health and disability insurance and whereas the Board of Selectmen, agree that should the employee have health insurance coverage outside the Town, the Town shall pay a stipend equal to fifty percent (50%) of the premium amount for the Lumenos Plan based on the coverage (family, two person or single) that the employee would have otherwise been eligible to receive as of January 1, 2018.

WHEREAS, Section 10 of the Agreement provides for travel expenses and whereas the Board of Selectmen, agree that the Town shall reimburse Employee for all necessary and reasonable expenses incurred in the performance of her duties including, but not limited to, meals, use of personal cellular telephone for Town business, parking fees, tolls, long distance telephone calls and subscriptions. In addition, the Town shall provide Employee an automobile allowance of four hundred dollars (\$400.00) per month for Town related use of automobile, if so enacted by Employee.

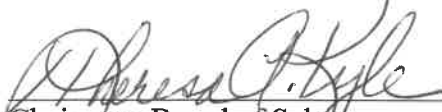
Whereas Section 13 provides for Termination "For Cause"; For the purposes of this Agreement the term "Cause" shall be limited to the conviction of a felony or intentional gross misconduct on the part of the Employee in carrying out her duties to the Town. Any such determination by the Board of Selectmen shall include specific findings supporting its determination and shall include a separate determination by the Board of Selectmen that the public and corporate interests of the Town require termination of the Employee.

WHEREAS, all other provisions shall be in full force and effect unless otherwise amended by the Employee and Town in writing.

NOW, THEREFORE, the Town and Employee agree to modify the Agreement effective March 16, 2020.

Town of Seabrook, New Hampshire:


March 19, 2020  
Date

  
Chairman, Board of Selectmen




3/23/2020  
Date



  
Witness

3/23/20  
Date

  
Kelly J. O'Connor, Employee

3/23/2020  
Date

  
Witness