

EMPLOYMENT AGREEMENT

FIXED TERM EMPLOYMENT CONTRACT

This agreement is made on **September 1, 2022** between the **Town of Seabrook, New Hampshire**, as represented by its duly elected Board of Selectmen (hereinafter referred to as the "Town") and **Lawrence (Koko) Perkins** (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 Deputy Fire Chief of the Town and carry out the duties and responsibilities of such position. The Deputy Fire Chief will also assume the position and role of Fire Prevention Officer, and the duties attendant to that role, as described in the job description for the Deputy Fire Chief, which is attached to this contract. As a Certified EMT the Employee may be requested, if available and as needed, to assist Seabrook Fire Department personnel on ambulance calls to provide paramedic services when not otherwise available. He will be expected to attend such Town and Committee meetings as deemed necessary by the Fire Chief 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 Deputy Fire Chief, both scheduled and unscheduled.
- 2. Contract Period:** The Employee agrees to serve in this position from September 1, 2022 under the terms of RSA 154:5 unless employment is terminated sooner in accordance with Section Fourteen(14) 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. Compensation:** The Town Agrees to pay the Employee an annual salary of \$123,718.40 in fifty two equal weekly increments minus the usual required and authorized deductions. Upon each one year anniversary of service the Employee shall receive a 3.0% increase over base wage before any dollar increases due, for the three years beginning on January 1, 2024. Wages beyond year three will

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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.

A stipend of \$1600 (sixteen hundred dollars) will be provided annually to the Employee for maintaining a Nationally Registered EMT-A level Certificate. Other stipends, paid annually, shall be \$800.00 (eight hundred dollars) for Haz-Mat, \$1200.00 (twelve hundred dollars) Inspector I, \$1200.00 (twelve hundred dollars) Inspector II, and \$2100.00 (twenty one hundred dollars) for Fire Prevention Officer. The employee currently receives compensation for "recall to box alarms" paid to all Seabrook firefighters. The employee will continue to receive these payments and will be eligible for any increases to the Fire Union provision under Article 27 Section 2. The calendar for these payments shall reflect the current payment schedule as of August 31, 2022. 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 will be compensated for longevity on the basis of the existing SSEA longevity scale.

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 Deputy Fire Chief.

5. **Vacation Leave:** Employee shall receive 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, beginning in FY 2023. The Employee may carry over up to one hundred twenty five (125) vacation days per contract year of the vacation time earned in that contract year to a maximum of one thousand (1000) 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 employee may buy back 100% of accrued vacation.
6. **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 (125) 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. This benefit shall

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begin in FY 2023. At the termination of the contract Town and Employee agree that employee may buy back 100% of accrued sick time.

7.

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. The employee shall receive 100 hours of holiday pay paid in two installments of 50 hours each. The timing of the two payments shall reflect the payment calendar in effect for this employee as of August 31, 2022.

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

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Seabrook (matched to the SSEA) 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 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, 2022. 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:** 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

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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. **The Deputy Fire Chief shall be treated as a RSA 154:5 employee under this provision, with the rights bestowed by that statute accruing to the Deputy Chief of Fire in the event of termination.**

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 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

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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).

10/20/22
Date

Lawrence P. Perkins
Lawrence Koko Perkins, Employee

BOARD OF SELECTMEN:

Abou B. Khan
Abou B. Khan Chairman

Theresa A. Kyle
Theresa A. Kyle, Vice Chair

Srinivasan Ravikumar
Srinivasan Ravikumar, Clerk

10/3/22
Date

10/3/22
Date

William M. Manzi III
William M. Manzi III, Town Manager

Received and Recorded
OCT 21, 22 9:00 AM
Shirley B. Dyer
Town Clerk

MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF SEABROOK, NEW HAMPSHIRE
And
LAWRENCE KOKO PERKINS

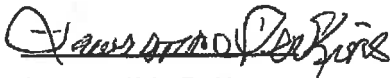
WHEREAS, the Town of Seabrook, NH ("Town") and Lawrence Koko Perkins (Perkins) {collectively, "the Parties"} negotiated a contract agreement providing for Perkins to perform the duties of Deputy Fire Chief at the Seabrook Fire Department ("Contract"); and

WHEREAS, the Parties desire to amend the contract;

NOW THEREFORE, the Parties mutually agree to the following;

1. The Town shall provide Perkins a stipend of eighteen hundred dollars (\$1800.00) annually for the attainment of an Associates Degree in Fire Science from an accredited school ; and
2. The Parties agree that this stipend shall be effective in FY 2022.
3. The Parties agree that all other provisions of the Contract remain in full force and effect unless specifically modified by this agreement.

AGREED by the parties this 8th day of December 2022



Lawrence Koko Perkins
Deputy Fire Chief



William M. Manzi III
Town Manager
Town of Seabrook