

EMPLOYMENT AGREEMENT

Whereas, the Town wishes to provide for the continued employment of Benefit’s Clerk, Kelli Jean Hueber who started working with the Town of Seabrook on March 9, 2015; and

Whereas, Kelli Jean Hueber wishes to continue to serve as the Benefit’s Clerk;

Now, Therefore, the parties agree as follows:

1. **Responsibilities and Supervision:** The **Employee** will continue to carry out the duties and responsibilities of the position of full-time Benefit’s Clerk effective March 1, 2023; said position shall be appointed by and supervised by the Town Manager and/or his designee.
2. **Hours of Work:** Hours of work will be 40 hours per week – 8:00AM to 4:00PM Monday through Friday.
3. **Compensation:** The **Town** agrees to pay the **Employee** an hourly rate of \$28.12. Said hourly rate shall be increased by a minimum of 3% on each succeeding April 1st following the execution of this Agreement.

| Full Time Non-Union Employees | Hire | 6 | 18 | 28 | 40 | 60 | 120 | 180 | 240 |
|-------------------------------|------|-----|-----|-----|-----|-------|--------|--------|--------|
| | | Mos | Mos | Mos | Mos | Mos | Mos | Mos | Mos |
| | | | | | | 5 Yrs | 10 Yrs | 15 Yrs | 20 Yrs |
| Confidential Clerk | | | | | | 28.12 | 28.96 | 29.83 | 30.72 |

4. **Vacation Leave:** The **Employee** shall accumulate vacation time in accordance with the following:

| <u>Years of Service</u> | <u>Yearly Accrual</u> |
|-------------------------|-----------------------|
| 0-5 | 13.25 days |
| 5-15 | 20 days |
| 15-20 | 25 days |
| 20+ | 30 days |

The **Town** and **Employee** agree 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.

5. **Sick Leave:** The **Employee** shall accrue sick leave at the rate of 10 hours per month for a total of twelve (12) 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**.

The Employee may accrue a maximum of one-hundred (100) days of sick leave. Employee shall be paid upon request up to 50% of the present value of sick leave accrued at any point during the year.

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 following dates shall be considered paid holidays:

| | |
|------------------|-------------------------------|
| New Year's Day | Thanksgiving Day |
| Presidents' Day | Day After Thanksgiving |
| Memorial Day | Last Workday before Christmas |
| Independence Day | Christmas Day |
| Labor Day | |

Two Floating Holidays (may not be used in conjunction with any other holiday).

Any other day declared as a holiday by the Town, except Columbus Day and Veterans' Day providing they meet all of the following eligibility rules unless otherwise provided herein:

- (1) The employee (except dispatchers) would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
- (2) The employee must have worked the last scheduled work day prior to and the next scheduled workday after the specified holiday within the employees' scheduled work week, unless the employee had an excused absence.

8. **Insurance:** The **Town** shall provide health insurance as follows:

A. The Employee shall receive group health insurance benefits under the Anthem Lumenos or other comparable plan along with HRA account for a one person, two-person or family plan. The Employee agrees to have fifty (\$50.00) dollars deducted from their pay each week to be used toward paying the cost of health insurance premiums. The Town agrees to pay any remaining amount of the premium not covered by the employees' contribution for a single, two-person or family coverage of the employee and their dependents, as applicable, if the employee is eligible for such coverage.

Deductible Share. The Town will pay the entire Lumenos yearly deductible for Employee at the effective date of this agreement (\$2,500 for single coverage and \$5,000 for two person and family coverage).

B. The **Town** shall provide, at no cost to the employee, dental insurance for the employee and her dependents.

C. All full time permanent employees covered by this agreement shall be covered with a life insurance policy in the amount of fifty thousand (\$50,000) dollars and it is agreed by the parties thereto that the Town shall have the sole right to

determine which company provides such life insurance. Life insurance coverage provided herein shall terminate upon the termination of employment for whatever reason.

- D. The **Town** will provide short-term (26 weeks) disability income protection insurance for employee, at no cost to the employee. Said level of benefits shall be two-thirds (2/3) of the employee's weekly earnings to a maximum of one thousand five hundred dollars (\$1,500.00) per week in accordance with the terms of the carrier.

Employees who are on short-term disability insurance coverage will not accrue or be compensated for vacation leave, sick leave, holidays, personal days, bereavement leave, family medical leave, jury duty, military leave, uniform allowances, longevity pay (pro-rated or standby pay).

- E. The **Town** will provide long term disability insurance for employee, at no cost to the employee. Said level of benefits shall be sixty percent (60%) of basic monthly earning to a maximum of six thousand dollars (\$6,000.00) per month in accordance with the terms of the carrier.

Employee who is on long-term disability insurance coverage will not accrue or be compensated for vacation leave, sick leave, holidays, personal days, bereavement leave, family medical leave, jury duty, military leave, uniform allowances, longevity pay (pro-rated) or standby pay.

If it is determined that the employee who is receiving long-term disability payments hereunder cannot return to work in the future due to their disability then the employee's position will be considered vacant within thirty (30) days of such determination and the Town may fill the employee's position as a vacant position, except when the employee has been on long-term disability insurance coverage for a period of six (6) months then her position will be considered vacant and the Town may fill the employee's position as a vacant position.

- F. The **Town** shall provide Workers Compensation Insurance for all employees covered by this agreement. When an employee is absent from duty as a result of personal injury or illness arising out of and in the course of her employment, the following shall apply:
- a. For the first two (2) months of Workers' Compensation coverage, the injured employee may use his accumulated annual and/or sick leave on a pro rata basis in order that the injured employee shall receive his full net pay.
 - b. After the first two (2) months coverage, in accordance with paragraph "a" above, the injured employee shall be paid her full net pay less the amount of Workers' Compensation. Payments made under the provisions of this paragraph shall not be charged to the employee's accrued annual/sick leave.

c. After four (4) months of coverage, in accordance with the provisions of paragraph "a" and "b" above, the town manager shall have the right to reevaluate the extent, permanency, and appropriateness of the employee's injury.

9. **Longevity:** 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 | \$500.00 |
| Completion of ten (10) years of continuous service | \$750.00 |
| Completion of fifteen (15) years of continuous service | \$950.00 |
| Completion of twenty (20) years of continuous service | \$1,100.00 |

10. **Uniforms:** The employee shall be provided a uniform/clothing allowance in the amount of \$300 to be paid annually. The payment shall be made by separate check from the regular payroll check.

11. **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 Town. 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 her evaluation.

12. **Education.** If the employee is required by the Town to attend a seminar, course or program to maintain or improve his/her job skills shall be reimbursed for all authorized and approved expenses incurred by him/her including but not limited to tuition, lodging, meals and mileage.

The Town will provide to the full-time employee covered by this agreement, 100% tuition reimbursement for college level or technical course work (accredited). In order to qualify for this benefit, the course material/subject must be related to the employee's job or in some way enhance the employee's job skills. The employee must submit course outlines to the Department Head for approval prior to participation in the program.

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" upon written notice by the Town to the Employee at least sixty (60) days before the effective date of said termination.

B. **By the Employee:** Upon the giving of written notice by the Employee not less than thirty (30) days, preferably sixty (60) days, before the effective date of said termination of employment.

14. **Notary Public/Justice of the Peace:** The **Town** shall bear the full cost to ensure that the **Employee** is appointed by the State of New Hampshire as a Justice of the Peace and/or Notary Public.
15. **General Provisions:**
 - A. 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.
 - B. A copy of this Agreement shall be given to the **Employee**, to the **Town**, and shall be placed on file with the Town Clerk.
 - C. This agreement shall be renegotiated every 3-years on or before January 1 unless otherwise opened by mutual consent of both parties with a 60-day notification.
16. **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.
17. **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 March 1, 2023. This Agreement shall be governed and construed under the laws of the State of New Hampshire.

Town of Seabrook, NH

3-6-2023

Date

[Signature]

Chairman, Board of Selectmen

[Signature]

3-6-2023

Date

[Signature]

Witness

3/6/23

Date

[Signature]

Kelli Jean Hueber, Employee

3/6/23

Date

[Signature]

Witness

Received and Recorded
March 8, 2023
9:00 PM.
[Signature]
Town Clerk