

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into on this 24 day of March, 2021, by and between the Town of Hooksett, New Hampshire (“the Town” and “the Employer”), and Steven Colburn (“Employee” or “the Employee”).

1. For a term commencing on April 1, 2021 and extending through April 1, 2024, the Town Council agrees to employ the Employee, and the Employee agrees to accept employment, in the position of Fire Chief for the Town of Hooksett, New Hampshire.
2. During the term of this Employment Agreement and subject to such written formal policies as may be adopted by the Town Administrator and Town Council, the Employee will be expected to perform all duties and responsibilities of a Fire Chief/Emergency Management Director/Fire Warden including, but not limited to, the responsibility for the operational control of the Fire Department, deployment of the Fire Department personnel, and management of the Fire Department equipment and facilities. The Employee shall exercise all lawful powers as outlined in NH RSA 154, the laws of the State of New Hampshire and Town ordinances. The Employee shall also abide by the provisions of the Charter of the Town of Hooksett and Administrative Code; and perform all duties and responsibilities identified in the Fire Chief job description and such additional duties as may be assigned by the Town Administrator.
3. During the term of this Employment Agreement, Employee shall report to and meet with the Hooksett Town Administrator from time to time as may be requested or otherwise necessary, and she shall submit such reports, budgets and other information concerning the Fire Department as may lawfully be required or requested by the Town.
4. During the term of this Employment Agreement, the Employee will be classified as a full-time salaried employee and will be paid at an annual salary of One-Hundred and Twelve Thousand and Three Hundred Ninety Dollars (\$112,390), less all ordinary and regular withholdings required by law and/or agreed to by the Employee. Said salary shall be payable in installments in accordance with the Town’s regular payroll practices. Employee acknowledges that the position of Fire Chief is classified as exempt from the overtime provisions of the Fair Labor Standards Act and that he is not eligible to receive overtime pay.
5. During the term of this Employment Agreement, the Employee will be evaluated by the Town Administrator at least on an annual basis with respect to the Employee’s job performance. Evaluations may be conducted more frequently at the Town Administrator’s discretion. All evaluations will be in writing and, unless otherwise mutually agree, retained in Employee’s personnel file. The Employee will be eligible to receive annual pay increases based on satisfactory performance evaluations not to exceed 5%.

6. During the term of this Employment Agreement, the Employee will be provided with a suitable vehicle for his use as Fire Chief and gas and maintenance for said vehicle in accordance with current Hooksett policy and practice.

7. During the term of this Employment Agreement, the Employee will be provided with uniforms and ordinary and necessary equipment. Employer will provide the same allowance for repairs, replacement and cleaning of uniforms and equipment as is provided to other Hooksett Fire Department employees.

8. During the term of this Employment Agreement, the Employee will be entitled to nine (9) sick days per year. The Employee will not receive any compensation for any unused sick days.

The Town agrees to preserve the 240 hours of sick leave that Employee accrued as a member of the Fire Department prior to his promotion to Fire Chief. Said 240 hours of accrued leave may be used by Employee should he experience an illness or injury that qualifies as a short term or long term disability as defined in Town policy.

9. During the term of this Employment Agreement, the Employee is entitled to four (4) weeks of annual vacation. Not more than ten (10) days of unused vacation may be carried over into the following year. Any other unused vacation at year end shall be forfeit.

The Town agrees to preserve the 500 hours of vacation accrued as a member of the Fire Department prior to his promotion to Fire Chief. The Employee shall be entitled to cash out this bank of vacation time upon his separation from the Town of Hooksett, but shall not be able to use this vacation time during his employment.

10. During the term of this Employment Agreement, the Employee will be eligible to participate in Employer's health insurance, dental insurance, short-term disability, long-term disability and life insurance plans on the same terms and conditions as provided to other non-represented employees in accordance with Hooksett's Personnel Plan. The Employee shall be entitled to Holidays and Bereavement Leave in accordance with Hooksett's Personnel Plan. During the term of this Employment Agreement, the Employee, if retiring from the NHRS, is eligible to continue with the Town's health insurance on the same terms and conditions as other Town of Hooksett NHRS retirees.

11. During the term of this Employment Agreement, the Employee shall participate in the New Hampshire Retirement System (RSA Chapter 100-A).

12. During the term of this Employment Agreement, the Employee will not be entitled to any other compensation or employment benefits unless specifically agreed to in writing by the Employee and the Town Administrator.

13. During the term of this Employment Agreement, the Employee recognizes that he The Employee is expected to devote the time necessary to accomplish his duties and goals, attend Town Council and other local boards, committees, commissions, local groups if requested to do so and as deemed necessary to carry out the functions and responsibilities of the Fire Department The Employee is expected to work a minimum of forty (40) hours per week in accordance with the four (4) day Ten (10) hour/day work schedule approved by Town Council on March 24, 2021, but acknowledges that he is expected to devote a great deal of time outside the normal office hours to the business of the Town. The Employee acknowledges that he is not eligible to receive compensatory time off for work performed outside of normal office hours, except as may be authorized by the Town Administrator.

14. During the term of this Employment Agreement, the Town shall provide the Fire Chief with a cellular phone.

15. During the term of this Employment Agreement, the Employee agrees not to accept any supplemental or additional employment, accept for the current teaching/administrative opportunity conducted at the NH Fire Academy during the Fire Chief's time off, without the prior written approval of the Town Administrator.

16. The Town recognizes the need for the professional development of the Employee and agrees that the Employee shall be given adequate opportunities to develop his skills and abilities as a Fire Chief provided they do not interfere with the operation of the Town. The Town will budget and pay for the reasonable professional dues for participation in national, regional and state and local associations and organizations, subscriptions and conference and training expenses (including travel and lodging in accordance with the travel, training and conference policies of the Town) which shall be subject to approval by the Employer, in its sole discretion and as it deems necessary (which discretion shall be reasonably exercised, having in mind the best interests of the Town of Hooksett and professional development of the Employee) for professional development programs.

Within one (1) year of the start of this agreement, the Employee will enroll in a Leadership/Management certificate program approved by the Town Administrator, and shall complete this program within the term of this contract.

17. (a) During the term of this Agreement, the Town Council or Town Administrator may terminate Employee without cause. In the event that the Employee is terminated without cause,

Employee shall receive a payment equivalent to twelve (12) months' salary, together with payment for any accrued leave time in accordance with the Hooksett Personnel Plan, subject to Employee then executing a general release of claims against the Town and the Town's elected and appointed officials, employees, agents and insurers, and expressly waiving his rights under RSA 154:5.

(b) During the term of this Agreement, the Town Council or Town Administrator may terminate Employee for cause. For purposes of this Agreement, "for cause" is defined as: (a) the death of the Employee; (b) Employee's inability to perform the essential functions of his position, with or without reasonable accommodations provided by the Town, by reason of physical or mental disability; (c) failure on the part of the Employee to comply with any term or condition of this Employment Agreement, (d) Arrest and conviction of a misdemeanor or felony; (e) violation of the laws, rules and regulations of the State of New Hampshire that constitutes malfeasance; or (f) violation of the Municipal Charter of the Town of Hooksett that constitutes malfeasance. Should employee be terminated for cause, the Town shall have no further financial obligation to him other than to provide him with pay through his last day of employment and any benefits that he may be entitled to under the Hooksett Personnel Plan.

(c) In the event the Employee voluntarily resigns his position with the Town before the expiration of the aforesaid term of his employment, the Employee shall give the Town at least (30) thirty days' notice in advance, unless the parties otherwise mutually agree. Should Employee provide timely notice, the Town Administrator will determine Employee's last day of employment, but Employee shall be paid for the notice period.

18. The Town will indemnify and hold the Employee harmless from any and all claims, demands, actions, suits or judgment (including reasonable attorney's fees and other expenses of defense) arising out of any act or omission of the Employee while acting in good faith and within the scope of his employment.

19. No change or modification of this Employment Agreement will be valid or enforceable unless it is in writing and signed by both parties.

20. This Employment Agreement shall be construed and governed by the laws of the State of New Hampshire.

21. If any clause or provision of this Employment Agreement shall be determined to be void or against public policy, the remainder of this Employment Agreement shall still remain fully in force.

3/25/2021
DATE


STEVEN COLBURN, FIRE CHIEF


3-25-2021
DATE


ANDRE L. GARRON
TOWN ADMINISTRATOR

3/25/2021
DATE

James A Sullivan
JAMES SULLIVAN
TOWN COUNCIL, CHAIRMAN

3/25/2021
DATE


WITNESS