

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment is entered into between the Town of Auburn and Michael O. Williams (hereinafter "Employee") for the purpose of extending the term of Employee's employment with the Town pursuant to an Employment Agreement dated September 4, 2018 and a First Amendment dated November 1, 2019.

WHEREAS, Employee is employed by the Town of Auburn as its Fire Chief pursuant to an Employment Agreement which expired on March 30, 2020, but was amended on November 1, 2019 to include an expiration date of September 30, 2022; and

WHEREAS, the Board of Selectmen desires to renew the Employment Agreement for a total period of four (4) years effective from December 1, 2020 through November 30, 2024; and

WHEREAS, the Board of Selectmen and Employee have agreed to other adjustments including total weekly hours of work and an adjusted salary.

NOW THEREFORE, the parties agree to amended sections of the agreement as follows:

1. Article I shall be amended to read as follows:

I. Services to be Performed by Employee:

The duties and responsibilities set out in the Town of Auburn job description for the position of Fire Chief used for the Town of Auburn Personnel Policy, as that job description may be amended from time to time; and

Such other and future duties as may be required from time to time by the Board of Selectmen, or under any applicable Federal, State or Local law, rule, regulation or ordinance.

As a result of this Amendment, the Fire Chief shall assume the fire prevention and inspection duties of the Department until such time as another full-time department employee is able to handle and be assigned those efforts. The Fire Chief will also provide direct supervision and training of two new full-time firefighters as they work the Monday through Friday day shift for the Department.

2. Article II shall be amended to read as follows:

II. Employee's Salary

Effective December 1, 2020, the Town agrees to pay the employee an annual base salary of \$65,000.00 while serving in the capacity of Fire Chief, payable every two weeks at the same time as other employees of the Town are paid.

The Town further agrees to increase this base salary to \$66,000.00 effective October 1, 2021, to increase this base salary to \$67,000.00 effective October 1, 2022, to increase this base salary to \$68,000.00 effective October 1, 2023, and to increase this base salary to \$69,000.00 effective October 1, 2024.

3. Article IV shall be amended to read as follows:

IV. Hours of Work:

It is recognized that the Employee must devote a great deal of time outside of what may be considered normal business hours to perform the business of the Employer. This time not only involves hours that are spent at the Employer's workplace, but at various activities and meetings that are held away from the Employer's workplace, or on occasion work that is performed at home.

The Town and the Employee recognize the Fire Chief's position will be changed to a regular 32 hours per week position. This being the maximum amount of hours the Employee can work under regulations of the New Hampshire Retirement System. Within the 32 hours per week will be a minimum of three (3) work days with office hours to assist in supervising and training the two new full-time firefighters.

The Town and the Employee understand the Fire Chief's schedule will be flexible as needs may demand, but will generally include work days during the week in addition to some evening and weekend hours as many be necessary. Responses to calls for emergency services may potentially affect planned schedules as the Town and the Employee need to ensure the total maximum annual hours of 1,664 (32 hours per week) is not exceeded.

4 Article XIII shall be amended to read as follows:

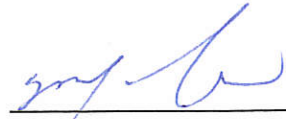
XIII. Effective Date:

This Agreement shall commence on the first day of December 1, 2020 and shall remain in effect for a period of four (4) years through November 30, 2024.

5 All other provisions of the original Employment Agreement and First Amendment to Employment Agreement will continue in full force and effect unless modified, in writing, by mutual agreement of the parties.

Amendment to Employment Agreement
Michael O. Williams, Fire Chief

Employee:

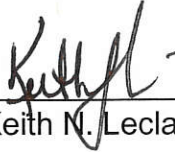


Michael O. Williams
Fire Chief

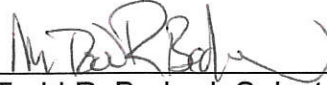


William G. Herman, CPM
Town Administrator
Witness to All

For the Town of Auburn:



Keith N. Leclair, Chairman



Todd R. Bedard, Selectman



Michael J. Rolfe, Selectman
BOARD OF SELECTMEN

Date: 12/21/20

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment is entered into between the Town of Auburn and Michael O. Williams (hereinafter "Employee") for the purpose of extending the term of Employee's employment with the Town pursuant to an Employment Agreement dated September 4, 2018.

WHEREAS, Employee is employed by the Town of Auburn as its Fire Chief pursuant to an Employment Agreement which will expire on March 30, 2020; and

WHEREAS, the Board of Selectmen desires to renew the Employment Agreement for a total period of three (3) years effective from October 1, 2019 through September 30, 2022.

NOW THEREFORE, the parties agree to amended sections of the agreement as follows:

1. Article II shall be amended to read as follows:

II. Employee's Salary

Effective October 1, 2019, the Town agrees to pay the employee an annual base salary of \$35,000.00 while serving in the capacity of Fire Chief, payable every two weeks at the same time as other employees of the Town are paid.

The Town further agrees to increase this base salary to \$38,000.00 effective October 1, 2020 and to increase this base salary to \$41,000.00 effective October 1, 2021.

2. Article XIII shall be amended to read as follows:


XIII. Effective Date:

This Agreement shall commence on the 1st day of October, 2019 and shall remain in effect for a period of three (3) years through September 1, 2022.


3. All other provisions of the Employment Agreement will continue in full force and effect unless modified, in writing, by mutual agreement of the parties.

Amendment to Employment Agreement
Michael O. Williams, Fire Chief

Employee:



Michael O. Williams
Fire Chief



William G. Herman, CPM
Town Administrator
Witness to All

For the Town of Auburn:



Richard W. Eaton, Chairman



Keith N. Leclair, Selectman



Todd R. Bedard, Selectman
BOARD OF SELECTMEN

Date: 11/1/19

MEMORANDUM OF UNDERSTANDING - CONDITIONS OF EMPLOYMENT

between the Town of Auburn, New Hampshire and
Michael O. Williams of Hooksett, New Hampshire

This agreement, made and entered into this 28th day of August, 2018, by and between the TOWN OF AUBURN, New Hampshire, a municipal corporation acting through its Board of Selectmen with its principal place of business at 47 Chester Road, Auburn, New Hampshire (hereinafter "Town" or "Employer") and Michael O. Williams of Hooksett, New Hampshire (hereinafter "Employee"), witnesseth:

Whereas, the Town desires to retain the services of a qualified fire, emergency medical services and emergency management officer to administer and manage the affairs of the Auburn Fire Department as governed by the Board of Selectmen; and,

Whereas, the Employee is well-qualified and experienced as a Fire Chief and Emergency Management Director; has served in various municipal fire service positions for approximately 27 years including 13 years as Fire Chief of the Hooksett Fire Department, and is ready, willing and able to provide the services required by the Town hereunder;

Now, therefore, it is mutually agreed as follows:

I. Services to be Performed by Employee:

The duties and responsibilities set out in the Town of Auburn job description for the position of Fire Chief used for the Town of Auburn Personnel Policy, as that job description may be amended from time to time; and

Such other and future duties as may be required from time to time by the Board of Selectmen, or under any applicable Federal, State or Local law, rule, regulation or ordinance.

II. Employee's Salary:

The Town agrees to pay the employee an annual base salary of \$27,000.00 while serving in the capacity of Fire Chief, payable every two weeks at the same time as other employees of the Town are paid.

Upon successful completion of a twelve (12) month probationary period, the Town agrees to consider increase the employee's annual base salary to \$28,000.00.

The Town agrees to increase this base salary by any appropriate step increases or Cost of Living Adjustments (COLA) in the same manner as other employees of the Town as outlined in the Town of Auburn Personnel Policy.

In addition, the Employer may increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Board of Selectmen may determine is desirable to do so on the basis of an ANNUAL PERFORMANCE & SALARY REVIEW of said Employee. Said reviews are to be conducted near the Employee's anniversary date.

III. Probationary Period:

In conformance with the provisions of the Town of Auburn Personnel Policy, the Employee shall have an initial probationary period of twelve (12) months from the date of hire.

IV. Hours of Work:

It is recognized that the Employee must devote a great deal of time outside of what may be considered normal business hours in order to perform the business of the Employer. This time not only involves hours that are spent at the Employer's work place, but at various activities and meetings that are held away from the Employer's work place, or on occasion work that is performed at home.

The Town and the Employee recognize the Fire Chief's position will range between an average of 1,248 hours per year (an average of 24 hours per week) to a maximum of 1,664 hours per year (an average of 32 hours per week).

The Town and the Employee understand the Fire Chief's schedule will be flexible as needs may demand, but will generally include day time, evening and weekend hours and presence weekly. Responses to calls for emergency services will potentially affect planned schedules as the Town and the Employee need to ensure the total maximum annual hours of 1,664 is not exceeded.

Employee shall be responsible for tracking his hours of work and shall submit time records to the Finance Director on a bi-weekly basis. Employee acknowledges that the requirement to keep an accurate record of hours is for the sole purpose of assuring that the maximum hours are not exceeded and shall not affect his status as a salaried exempt employee.

V. Termination and Severance Pay:

In the event the Employee is terminated by the Board of Selectmen for just cause, then the Employer agrees to pay the Employee, within five days of

termination, a lump sum cash payment for all accrued leave and wages credited to the Employee prior to termination as required by statute.

The Employer acknowledges if either a suspension without pay or dismissal is considered, it will be only for cause in accordance with the provisions detailed in RSA 154:5. For the purposes of this section, "cause" shall mean (i) a conviction of any crime; (ii) substantial evidence of gross misconduct which demonstrates an unfitness for the position of Fire Chief; or (iii) failure to perform the duties of Fire Chief after having been notified by the Board of Selectmen of the deficiency and having been provided an opportunity to correct the deficiency. Determination that cause for suspension without pay or dismissal exists shall be made by a majority vote of the Board of Selectmen after notice to the Employee, which shall include a statement of the reason(s) for the proposed action, and an opportunity to address the board prior to a final determination being made.

In the event that Employee shall become unable to perform the duties of his position due to a physical or mental disability, for a continuous period of more than three (3) months, the Board of Selectmen may, by a majority vote, elect to terminate this Agreement.

In return, the Employee agrees to provide a two (2) month notice to the Board of Selectmen of a voluntary separation of employment.

VI. Benefits of Employment:

Command Vehicle: The Town agrees to provide the Employee with a vehicle to be used in the performance of his duties with the Auburn Fire Department. The vehicle to be assigned is referred to as C-1.

Mileage Reimbursement: Should the Command Vehicle not be available for the Employee's use for any reason and the Employee utilizes a personnel vehicle for Town business, the Town shall provide mileage reimbursement to the Employee in accordance with the Town of Auburn Personnel Policy which establishes the rate then established by the U.S. Internal Revenue Service for the documented mileage.

Cell Phone Stipend: The Town agrees to provide a monthly stipend of \$40.00 to the Employee in acknowledgment he will utilize his personal cell phone on occasion in the performance of his duties for the Employer.

Longevity Pay: The Town agrees to provide Longevity Pay benefits to the Employee in accordance with the Town of Auburn Personnel Plan, as may be amended from time to time.

Other Terms: The employee is entitled to all other fringe benefits given to full-time town employees in accordance with the Town of Auburn Personnel Plan as may be amended from time to time.

VII. Professional Development:

The Employer agrees to budget for and to pay reasonable travel and subsistence expenses of the Employee to certain Board of Selectmen approved conferences, courses and seminars which are relative to the position of Fire Chief, and which would benefit both the Employee and the Employer.

Nothing in this section shall be construed as meaning to pay travel expenses in connection with meetings of any official Town of Auburn Board, Commission or Committee held in Auburn.

VIII. Dues and Subscriptions:

The Town agrees to budget and to pay for the professional dues and subscriptions of the Employee in certain professional organizations which are necessary and/or desirable not only for the good of the Employer, but for the Employee to properly fulfill the duties of Fire Chief. Such dues and subscriptions must be approved by the Board of Selectmen as part of the budgeting process.

These professional organizations may include, but are not limited to, the N.H. Fire Chiefs' Association, the New England Fire Chiefs' Association or similar statewide or regional organizations.

IX. Other Terms and Conditions of Employment:

The Board of Selectmen shall fix any other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law. The attached job description is incorporated as part of this agreement.

All provisions of the Town's policies, regulations and rules of the Employer, relating to holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also apply to the Employee as they would to other employees of the Employer, in addition to said benefits enumerated specifically for the Employee as provided in this agreement.

X. Indemnification of Employee:

The Town shall provide the Employee with full indemnification from legal action as outlined in RSA 31:105 and 31:106 while in service to the Town of Auburn and acting within the scope of the position to which he is legally appointed to serve.

XII. Entire Agreement:

This Employment Agreement contains the entire agreement of the parties unless otherwise provided for by law or local regulation and shall be governed by and interpreted under New Hampshire law. This Employment Agreement may be amended or modified in the future only by mutual agreement of both parties and by instrument in writing executed by both parties.

XIII. Effective Date:

The Agreement shall commence on the 4th day of September, 2018 and shall remain in effect for a period of 19-months through March 30, 2020. Employee assumed the duties of Fire Chief on September 4th, 2018. The agreement may be renewed through mutual action of the Town and the Employee. This Employment Agreement shall be effective upon signing by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement.

Employee:



Michael O. Williams

For the Town of Auburn:



James F. Headd, Chair



Witness to All



Richard W. Eaton, Selectman



Keith N. Leclair, Selectman
BOARD OF SELECTMEN

Dated: 9/10/18