

EMPLOYMENT AGREEMENT

1. Preamble

This Agreement is entered into between the Fire Commission, City of Portsmouth, New Hampshire (“Commission”) and William McQuillen (“Employee”). This Agreement is null and void unless approved by the Portsmouth City Council.

2. Employment, Term, And Domicile Requirement

The Commission agrees to employ the Employee and the Employee agrees to accept employment in the position of Fire Chief for the City of Portsmouth (“City”) for a three (3) year term commencing on September 1, 2022 and ending on August 31, 2025. The Commission and the Employee acknowledge that this is a full-time, year-round position including extensive obligations in the evenings and on weekends. The Employee agrees to devote his professional efforts to the successful fulfillment of his responsibilities to the Commission and the City.

The Employee will be required to maintain a domicile in Portsmouth, New Hampshire throughout the term of this Agreement. The Employee’s failure to comply with this requirement may, at the sole option of the Commission, be considered grounds for termination for cause, as per the provisions of Section 5 below.

3. Salary

Effective September 1, 2022, the Employee will be placed on Grade 27, Step F of the City of Portsmouth Non-Union Salary Schedule, which is **one hundred forty-one thousand eight hundred thirty-two dollars and eleven cents (\$141,832.11)** per annum, payable in no fewer than twenty-six installments and subject to such deductions as may be authorized by the Employee or as may be required by law. Thereafter, the Employee will continue to receive salary step increases consistent with existing City policy. Effective July 1, 2023 and July 1, 2024 the Employee will also be entitled to the same COLAs as those set forth in the collective bargaining agreement between the City and the Portsmouth Professional Management Association (“PMA”). Except as expressly described herein, the Employee shall not be entitled to any other salary enhancements.

4. Certification

This Section is not applicable to the Fire Chief position.

5. Termination for Cause

This Agreement may be terminated by the Commission at any time for cause, i.e., failure on the part of the Employee to comply with any term or condition of this Agreement, the laws, rules and regulations of the State of New Hampshire, or the rules and regulations of the Commission, or the City; or malfeasance, misfeasance,

nonfeasance, or insubordination in carrying out the responsibilities of the position as specified in the Municipal Charter of the City or as directed by the Commission.

Termination for Cause shall take place only following written notification specifying the reasons for termination. Unless the Employee submits to the Commission, within twenty (20) days of receipt of such notification, a written request for a hearing before the Commission, the Agreement shall be considered terminated as of the date which falls thirty (30) days after the Employee's receipt of notification. If the Employee requests a hearing, the Commission shall hold this hearing within twenty (20) days after receipt of such request. The Commission shall render a written decision to the Employee within ten (10) days of the hearing. In the event of a Termination for Cause, the Employee shall receive no severance and no further compensation beyond the last day worked.

6. Termination with Severance Payment

If at any time the Commission in its discretion shall so determine, the Commission may, without cause and with or without prior notice, relieve the Employee of his duties under this Agreement. In such event, the Employee shall be entitled to severance benefits. Such severance benefits shall be six (6) month's salary or the balance of the Agreement, whichever is less. As is set forth above in Section 5, if the termination is for cause, the Employee shall not be entitled to severance benefits. Severance benefits shall not be paid upon the voluntary resignation of the Employee.

7. Termination by Mutual Consent/Voluntary Resignation

This Agreement may be terminated at any time by mutual consent of the Commission and the Employee or by voluntary resignation of the Employee. In the event the Employee voluntarily resigns before the expiration of the term of this Agreement or any renewal thereof, the Employee shall give the Commission thirty (30) days written notice in advance of such resignation. In the event of voluntary resignation, the Employee shall not be eligible for severance benefits.

8. Severance Constitutes Release

The acceptance by the Employee of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Employee may have against the Commission, the City, and the employees, elected or appointed officials, officers, agents, representatives, and attorneys of such entities.

9. Benefits

Except as otherwise provided herein, the Employee's fringe benefits will be established by the collective bargaining agreement currently in place between the City and PMA. The exceptions will be described in detail in Section 10 below.

10. Exception to Benefits in Section 9

In lieu of or in addition to the benefits identified in Section 9 above, the Employee will also be entitled to the following:

- a. The Fire Chief will be provided with a suitable automobile for use in the performance of his duties under this Agreement. Recognizing that the Fire Chief is on-call at all times it is understood that the automobile may also be used for personal business.
- b. Subject to budgetary constraints, the City agrees to cover the cost of tuition and textbooks for courses and/or other classes that would provide for improved job performance as part of a career development program. Prior approval by the Commission of any courses is required. If the Employee fails to successfully complete the course and/or class with a final passing grade, he will be required to reimburse the City for the entire cost of tuition and textbooks.
- c. The City recognizes that certain expenses of a non-personal and generally job-related nature will be incurred by Employee, and hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense vouchers, receipts, statements, or personal affidavits, subject to budgetary authorization to be approved by the Commission as an element of the annual Department budget.
- d. The City hereby agrees to pay, within budgetary constraints and subject to the approval of the Commission, the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations, necessary and desirable for his continued professional participation, growth and advancement.
- e. Upon execution of this Agreement, the Employee will be credited with his previously accrued sick leave. Going forward, the Employee will accrue sick days in accordance with the PMA contract. The City agrees to pay the Employee a sum equal to ninety percent (90%) of all unused sick leave upon his retirement from the City. At the option of the Employee, the sick leave may be divided and taken over a period of up to three years prior to retirement.

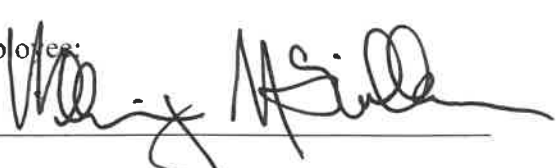
AGREED: The parties below acknowledge that this Agreement is subject to the approval of the Portsmouth City Council without which approval this Agreement is without force and effect.

For the Commission Board:



Date: 9/27/22

Employee:




Date: 9/26/2022

Approved by the Portsmouth City Council:

September 19, 2022

Certified by the City Clerk



City Clerk