

## EMPLOYMENT AGREEMENT

### 1. Preamble

This Agreement is entered into between the Fire Commission, City of Portsmouth, New Hampshire (the "Commission") and Patrick R. Howe (the "Employee"). This Agreement is null and void unless approved by the Portsmouth City Council.

### 2. Employment and Term

The Commission agrees to employ the Employee and the Employee agrees to accept employment in the position of Deputy Fire Chief for a four (4) year term commencing on July 1, 2022 and ending on June 30, 2026. 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 all his professional efforts to the successful fulfillment of his responsibilities to the Commission and the City.

### 3. Salary

Effective July 1, 2022, the Employee will be placed on Grade 22, Step H of the City of Portsmouth Non-Union Salary Schedule, which is one hundred fifteen thousand seven hundred and ten dollars and forty-four cents (\$115,710.44) per annum, payable in no fewer than twenty-six (26) installments and subject to such deductions as may be authorized by the Employee or as may be required by law. Except as expressly described herein, the Employee will not be entitled to any other salary enhancements.

Effective July 1, 2022, the Employee will receive a COLA to base salary of 2.05%. However, if the Portsmouth Professional Management Association ("PMA") negotiates a COLA increase that exceeds 2.05%, the Employee will be entitled to an additional increase to base salary that is equal to the difference between 2.05% and the COLA increase negotiated by PMA.

Effective July 1, 2023, July 1, 2024, and July 1, 2025, a COLA will be computed and applied to the Employee's base salary, which COLA will not be less than 2% nor more than 5%. The COLA will be determined by taking the 10-year average of the CPI-U for the Boston-Cambridge-Newton, MA-NH all items index as computed by the Bureau of Labor Statistics of the US Department of Labor for the most recent 10 calendar years preceding the July 1 COLA. BLS's calendar year for this index is November through November, it is not published on a December through December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference base as used by BLS.

### 4. Certification

This Section is not applicable to the Deputy 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 of Portsmouth; or malfeasance, misfeasance, nonfeasance, or insubordination in carrying out the responsibilities of the position as specified in the Municipal Charter of the City of Portsmouth or as directed by the Commission.

Termination for Cause will 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 will 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 will hold this hearing within twenty (20) days after receipt of such request. The Commission will render a written decision to the Employee within ten (10) days of the hearing. In the event of a Termination for Cause, the Employee will 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 so determines, the Commission may, without cause and with or without prior notice, relieve the Employee of all duties under this Agreement. In such event, the Employee will be entitled to severance benefits. Such severance benefits will be six (6) months' salary or the balance due under the terms of this Agreement, whichever is less. As set forth above in Section 5, if the termination is for cause, the Employee will not be entitled to severance benefits. Severance benefits will 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 will give the Commission thirty (30) days written notice in advance of such resignation. In the event of voluntary resignation, the Employee will not be eligible for severance benefits.

8. Acceptance of Severance Constitutes Release

The acceptance by the Employee of the severance benefits provided under this Agreement will 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 of Portsmouth, 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 of Portsmouth and PMA. Any exception(s) will be described in detail in Section 10 below.

10. Exception(s) to Section 9

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

- a. The Employee will be provided with a suitable automobile for use in the performance of duties under this Agreement. Recognizing that the Deputy Fire Chief is always on-call, 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 will be required. If the Employee fails to successfully complete the course and/or class with a final passing grade, the Employee will be required to reimburse the City for the entire cost of tuition and textbooks.
- c. The City agrees to pay the Employee one thousand six hundred sixty-six dollars and ninety-five cents per year (\$1,666.95), a payment of sixty-four dollars and eleven cents (\$64.11) in each bi-weekly period, for attainment of the Executive Fire Officer Certification from the National Fire Academy. This compensation will be considered wages and subject to applicable taxes and New Hampshire Retirement deductions.

**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.**

Date: 8/23/22

  
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Patrick R. Howe

Date: 8/23/22

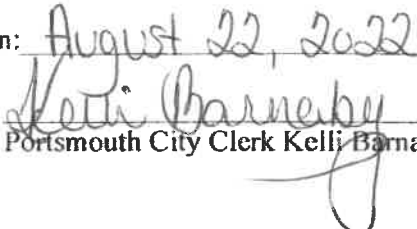
  
\_\_\_\_\_  
Portsmouth Fire Commission

Date: 8/30/2022

  
\_\_\_\_\_  
Portsmouth City Manager Karen S. Conard

Approved by the Portsmouth City Council on: August 22, 2022

Date: 8/30/2022

  
\_\_\_\_\_  
Portsmouth City Clerk Kelli Barnaby