

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into on this 23th day of January, 2019, by and between the Town of Hooksett, New Hampshire (“the Council”) and James A. Burkush (the “Employee”).

1. For a term commencing on May 1, 2019 and extending through April 30, 2022, the 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. Throughout the term of this Employment Agreement, the employee will be expected to perform all duties of a Fire Chief as set forth in the provisions of NH RSA 154:2; all duties of a Fire Chief as set forth in the provisions of the Charter of the Town of Hooksett; and all additional duties reasonably requested by the Council.
3. During the term of this Employment Agreement, the Employee will be a part-time salaried, exempt employee and will be paid at a rate of two thousand thirty dollars and twenty-four cents per week (\$2,030.24), less all ordinary and regular withholdings required by law and agreed to by the Employee.
4. During the term of this Employment Agreement, the Employee will be eligible to receive annual pay increases based on satisfactory performance evaluations.
5. During the term of this Employment Agreement, the Employee will be provided with a suitable vehicle for his use as Fire Chief and gas for said vehicle in accordance with current Hooksett Fire Department policy and practice.
6. 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 as is provided to other Department employees.
7. During the term of this Employment Agreement, the Employee will be entitled to nine (9) paid sick days annually, based on date of hire. The Employee will not receive any compensation for any unused sick days.
8. During the term of this Employment Agreement, the Employee will be entitled to fifteen (15) paid vacation days annually. The Employee will not receive any compensation for any unused vacation days.

9. By signing below, the parties acknowledge and agree that the Employee has been offered health insurance in compliance with the Affordable Care Act, but that the Employee has voluntarily declined such coverage. It is also understood that the employee is not eligible for the Health Insurance Stipend.

10. 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 Council.

11. During the term of this Employment Agreement, the Employee will be expected to work thirty (30) hours per week.

12. During the term of this Employment Agreement, the Council will provide the Employee with an office and secretarial support at the Hooksett Fire Department. It is the parties' expectation and intent that the Employee will perform his duties on-site, at the Hooksett Fire Department, during regular business hours.

13. During the term of this Employment Agreement, the Employee will receive reimbursement for personal use of his cell phone in accordance with Town policy.

14. The Employee agrees not to accept any supplemental or additional employment during the term of this Employment Agreement without the prior written approval of the Council.

15. This Employment Agreement may be terminated for cause by the Council at any time prior to April 30, 2022, without any further obligation to the Employee, only upon the occurrence of one of the following events: (a) the death of the Employee; (b) inability on the part of the employee to carry out the essential functions of the position of Fire Chief either with or without reasonable accommodation; (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.

16. This Employment Agreement may be terminated by the Employee by providing the Council with thirty (30) days' advance written notice. The Employee will not be entitled to any compensation or employment benefits after this thirty (30) day notice period has expired.


17. The Council 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.

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

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

20. 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.

January 23, 2019
DATE


JAMES A. BURKUSH
TOWN OF HOOKSETT, NEW HAMPSHIRE

January 23, 2019
DATE


DONALD R. WINTERTON
ACTING TOWN ADMINISTRATOR

January 23, 2019
DATE


WITNESS

orig.

ORIGINAL

**EMPLOYMENT AGREEMENT
ADDENDUM #1 TO ORIGINAL CONTRACT TERMS OF JANUARY 23, 2019
FOR TERM MAY 1, 2019 TO APRIL 30, 2022
BETWEEN THE TOWN OF HOOKSETT, NEW HAMPSHIRE
AND
JAMES A. BURKUSH**

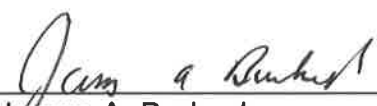
This Addendum, made and entered into on June 10, 2020 and intended to become effective May 1, 2020 in consideration of the items contained in the original contract, the parties agree to amendments of the following section(s):

Paragraph 3 amended to read: "Effective May 1, 2020 during the term of this Employment Agreement, the employee will be a part-time salaried, exempt employee and will be paid at a rate of two thousand eighty-one dollars per week (\$2,081.00), less all ordinary and regular withholdings required by law and agreed to by the Employee. This is a 2.5% increase in base salary from \$105,572.48 to \$108,211.79.

IN WITNESS THEREOF, The Town of Hooksett has caused this Addendum to be signed and executed both in duplicate, for the day and year first above written.

Fire Chief:

Town Administrator:



James A. Burkush



Andre L. Garron

Dated: June 10, 2020

Dated: June 10, 2020



Witness

Dated: June 10, 2020