

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made as of the 4th day of January 2016, by and between the Borough of Naugatuck (hereinafter the "Borough"), a municipal corporation organized under the laws of the State of Connecticut and Carol Ann Tyler (hereinafter "Ms. Tyler");

WHEREAS, the Borough desires to employ Ms. Tyler as Assessor and Ms. Tyler desires to accept such employment, upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. EMPLOYMENT:

The BOROUGH hereby employs Ms. Tyler as the Assessor and Ms. Tyler accepts such employment pursuant to the terms and conditions set forth in this Agreement. Ms. Tyler shall not be required to become a resident of the BOROUGH as a condition of employment.

2. TERM OF AGREEMENT/EMPLOYMENT

This Agreement shall commence on January 4, 2016 and expire on January 3, 2020. The parties agree that in the event that either the Borough or Ms. Tyler do not agree to either extend this Agreement beyond January 3, 2020 or do not negotiate a successor agreement, Ms. Tyler's employment with the Borough shall terminate effective on January 3, 2020.

3. DUTIES:

Ms. Tyler shall perform the customary duties associated with the position of Assessor as described in the most current job description (attached hereto as Attachment A). Ms. Tyler shall also perform other related duties, at such times and places and in such manner as her supervisor,

the Controller of the Borough shall reasonably require and direct. Accordingly, the Borough and Ms. Tyler agree that the attached job description is not an exhaustive enumeration of the duties and responsibilities of the Assessor. In the performance of her duties, Ms. Tyler shall report directly to the Controller of the Borough. Ms. Tyler shall use her best efforts in the performance of her work under this Agreement.

Ms. Tyler shall work an eight (8) hour day Monday through Friday, subject to vacation time and other forms of leave set forth under Section 4. below. Notwithstanding the above, it is specifically acknowledged that depending upon the demands of the job, Ms. Tyler may be required to work more than eight (8) hours in a day and may be required to perform her duties after the normal business day and/or weekends and holidays without additional compensation. Additionally, it is understood that Ms. Tyler may be expected to attend Board of Mayor and Burgess meetings held by the Borough as well as other meetings of subcommittees of the Burgesses and/or Borough Commissions, as required by the Borough.

4. COMPENSATION AND BENEFITS:

For services rendered under this Agreement, unless otherwise specified, the Borough shall provide the following to Ms. Tyler:

(a) In year one of this Agreement (January 3, 2016 through January 3, 2017), Ms. Tyler will be paid a base salary of \$87,000.00.

Prior to January 4, 2017 the Borough shall determine Ms. Tyler's base salary for year two of this Agreement (January 4, 2017 through January 3, 2018), however, in no event shall such base salary be less than \$88,000.00.

Prior to January 3, 2018 the Borough shall determine Ms. Tyler's base salary for year three of this Agreement (January 4, 2018 through January 3, 2019), however, in no event shall such base salary be less than \$89,000.00.

Prior to January 3, 2019 the Borough shall determine Ms. Tyler's base salary for year four of this Agreement (January 4, 2019 through January 3, 2020), however, in no event shall such base salary be less than \$90,000.00.

(b) At the time of the execution of this Agreement, Ms. Tyler possessed CCMA I certification. In the event that Ms. Tyler fails to maintain such certification, the parties agree that Ms. Tyler's base salary shall be reduced by \$5,000.00 (if this occurs during the term of a contract year, pro rata for the remainder of such contract year).

(c) Paid vacation, sick days, life insurance, pension and health & dental insurance as follows:

- In each year of this Agreement, three (3) weeks of vacation (fifteen (15) days). Such vacation days shall not be cumulative. Ms. Tyler may carry over five (5) days of vacation to be used in the following year, with written approval of the Controller.
- In each year of this Agreement, fifteen (15) sick days (three (3) of which may be used as personal days), cumulative to forty-five (45) days.
- Term Life Insurance equal to two times (2x) Ms. Tyler's base salary, adjusted annually.
- Participation in the Borough's defined contribution pension plan. Ms. Tyler may contribute from 1% to 100% of her base annual salary up to the IRS maximum on an annual basis to the plan. The Borough will match up to 3% of such

contribution. Ms. Tyler shall vest in the Borough's portion of the contributions to such plan @ 20% per year (to a maximum of 100% in five (5) years).

- Health Insurance – Ms. Tyler shall have the option to participate in the Borough's Medical/Dental/Vision insurance coverage for herself, her spouse and eligible dependents in accordance with the following:

High Deductible Health Plan (HDHP) (with vision rider)

\$2,000/\$4,000 deductible
100% in network after deductible (except with respect to prescription drugs)
70% out of network after deductible
\$3,000/\$6,000 in network/\$4,000/\$8,000 out of network

Upon satisfaction of the (HDHP) deductible, prescriptions subject to \$5 Generic/
\$20 Brand Name/ \$35 Non Formulary Brand Name co-pay (unlimited maximum)
(2x co-payment for 90-day supply)

The co-pay for drugs shall not apply to prescriptions under the Women's Health and Wellness Act.

For the period from January 1, 2016 through December 31, 2016, the Borough agrees to contribute fifty percent (50%) of the applicable Deductible; for the period from January 1, 2017 through December 31, 2017, the Borough agrees to contribute twenty-five percent (25%) of the applicable deductible and beginning on January 1, 2018 and beyond, Ms. Tyler will be responsible for funding one hundred percent (100%) of the applicable deductible.

The parties acknowledge that the Borough's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Borough shall have no obligation to fund any portion of the plan for Ms. Tyler upon retirement or upon any other separation from employment.

Ms. Tyler will be responsible for opening the HSA account and for any bank fees associated with maintaining the HSA account. The Borough will make provisions for a before tax direct deposit payroll deduction for employees who elect the HDHP plan.

Effective January 1, 2016 premium cost-share contributions toward the annual premium of the aforementioned plan in the following amounts:

<u>Jan. 1, 2016</u>	<u>Jan. 1, 2017</u>	<u>Jan. 1, 2018</u>	<u>Jan. 1, 2019</u>
6%	4%	2%	2%

In the event that Ms. Tyler elects to waive participation in the Borough's benefits program, she shall be eligible for an insurance waiver to be paid at the rate paid by the Borough for the year in question.

Flexible Dental Plan:

\$50.00 calendar year deductible per person, \$150 aggregate deductible per family.

Preventative & Diagnostic (No Deductible) Plan pays 100%

Remaining Basic (No Deductible) Plan pays 80%

Crowns & Prosthodontics (After Deductible) Plan pays 50%

Calendar Year Maximum (Per Person) \$1,500.00

Orthodontia (Adults & Dependent Children) Coinsurance 50% an lifetime maximum \$1,500.00.

(d) At retirement or death, Ms. Tyler shall be reimbursed for unused sick days, to a maximum of thirty (30) unused sick days. Ms. Tyler shall not be eligible for reimbursement of any unused sick days for any other separation from employment except retirement or death.

(e) Such other benefits as may be provided under the Borough's Non-Union Personnel Policy Manual as may be changed from time to time. In the event that any provision of this Agreement conflicts with or contradicts said Non-Union Personnel Policy Manual, this Agreement shall govern.

5. EVALUATION:

On or before July 1st of each contract year, the Controller will evaluate Ms. Tyler's performance. The evaluation will be based on the Core Competencies and Job Specific Competencies outlined within the Borough Performance Appraisal System for Non-Union and Non-elected Personnel.

6. TERMINATION:

(a) Termination for Cause. In the event Ms. Tyler is discharged for "Cause" (defined below) by the Borough, such termination shall be effective immediately. Notice of such termination shall be provided to Ms. Tyler in writing by the Borough. "Cause" shall be defined as: (i) any act or omission that constitutes a breach by Ms. Tyler of any of her duties and responsibilities as Assessor for the Borough; (ii) an aggregate score of less than satisfactory on any annual evaluation conducted by the Controller, in accordance with Section 5 herein; (iii) the continued and repeated failure or refusal of Ms. Tyler to perform the duties required of her as an employee of the Borough; (iv) any violation by Ms. Tyler of any law or regulation or Ms. Tyler's conviction of a felony, or any perpetration by Ms. Tyler of a common law fraud; or (v) any other misconduct by Ms. Tyler which is injurious to the financial condition or reputation of, or is otherwise injurious to the Borough. If Ms. Tyler is terminated for cause by the Borough, Ms. Tyler shall not receive any unused vacation time.

(b) Termination Without Cause. Either party may terminate this Agreement for any reason, provided that if terminated by the Borough, the Borough shall provide sixty (60) days advance written notice to Ms. Tyler. If Ms. Tyler is terminated without cause by the Borough, Ms. Tyler shall receive payment for unused vacation time.

7. INVALID PROVISIONS:

The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8. SURVIVORSHIP:

Any obligation of this Agreement which, by its nature, must be performed following termination of this Agreement shall be deemed to survive such termination.

9. RESOLUTION OF DISPUTES:

Any differences, claims, or matters in dispute arising between the Borough and Ms. Tyler out of, or connected with, this Agreement shall be submitted by Ms. Tyler to arbitration with the American Arbitration Association.

10. ATTORNEY'S FEES:

In the event that any action is filed in relation to this Agreement, the parties agree that neither party shall be responsible for the payment of the other parties' attorney's fees.

11. CONSTRUCTION:

This Agreement shall be construed according to the laws of the State of Connecticut.

12. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the Borough and Ms. Tyler with respect to the subject matter specifically referenced herein. No modification or amendment

of this Agreement shall be binding unless said modification or amendment specifically references this Agreement and is in writing and signed by the parties hereto.

13. PARAGRAPH HEADINGS:

The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

Jan 26, _____, 2016.

WITNESS:

[Signature]

WITNESS:

[Signature]

BOROUGH OF NAUGATUCK

By: [Signature]
N.W. Pete Hess
Its Mayor

By: [Signature]
Carol Ann Tyler