

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is made as of the 24<sup>th</sup> day of September, 2013, by and between the BOROUGH OF NAUGATUCK (hereinafter the "BOROUGH"), a municipal corporation organized under the laws of the State of Connecticut and Wayne Zirolli (hereinafter "Mr. Zirolli");

WHEREAS, the BOROUGH desires to employ Mr. Zirolli as Borough Engineer and Mr. Zirolli 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 Mr. Zirolli as the Borough Engineer and Mr. Zirolli accepts such employment pursuant to the terms and conditions set forth in this Agreement. Mr. Zirolli 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 October 7, 2012, and expire on October 6, 2015. The parties agree that in the event that either the Borough or Mr. Zirolli do not agree to either extend this Agreement beyond October 6, 2015 or do not negotiate a successor agreement, Mr. Zirolli's employment with the Borough shall terminate effective on October 6, 2015.

### **3. DUTIES:**

Mr. Zirolli shall perform the customary duties associated with the position of Borough Engineer as described in the most current job description (attached hereto as Attachment A). Mr. Zirolli shall also perform other related duties, at such times and places and in such manner as the

Mayor of the BOROUGH shall reasonably require and direct. Accordingly, the Borough and Mr. Zirolli agree that the attached job description is not an exhaustive enumeration of the duties and responsibilities of the Borough Engineer. In the performance of his duties, Mr. Zirolli shall report directly to the Director of Public Works of the BOROUGH. Mr. Zirolli shall use his best efforts in the performance of his work under this Agreement.

Mr. Zirolli shall work a thirty-five hour work week, seven (7) hour per 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, Mr. Zirolli may be required to work more than seven (7) hours in a day and may be required to perform his duties after the normal business day and/or weekends and holidays without additional compensation. It is understood that attendance at Planning Commission is mandatory; attendance at the Zoning Commission, Inland Wetlands Commission, is on an as required basis. For the mandatory meetings, Mr. Zirolli will serve as their technical expert, providing reports regularly. Additionally, it is understood that Mr. Zirolli may be expected to attend Burgess meetings held by the BOROUGH as well as other meetings of subcommittees (as required) 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 Mr. Zirolli:

(a) In year one of this Agreement (October 7, 2012 through October 6, 2013), Mr. Zirolli will be paid a base salary of \$86,532.30. Prior to October 6, 2013, the Borough shall determine Mr. Zirolli's base salary for year two of this Agreement (October 7, 2013 through October 6, 2014), however, in no event shall such base salary be less than \$86,532.30. Prior to October 6,

2014, the Borough shall determine Mr. Zirolli's base salary for year three of this Agreement (October 7, 2014 through October 6, 2015), however, in no event shall such base salary be less than his base salary for year two of this Agreement (October 7, 2013 through October 6, 2014).

(b) Paid vacation, sick days, life insurance and pension as follows:

- In each year of this Agreement, three (3) weeks of vacation (fifteen (15) days).
- Any vacation days not used in a contract year, shall be paid to Mr. Zirolli within two (2)

weeks of the commencement of the ensuing contract year.

- 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) Mr. Zirolli's base salary, adjusted annually.

- Participation in the BOROUGH's defined contribution pension plan, or some other pension plan that may be mutually agreed upon, in writing, by the Borough and Mr. Zirolli at a later date. Mr. Zirolli may contribute up to 3% of his base annual salary on an annual basis to the plan, with the Borough matching such contribution. Mr. Zirolli 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). Vesting in the Borough's portion of the contributions shall commence on Mr. Zirolli's original date of hire (October 20, 2008).

- Option to participate in the Borough's health and dental benefit plans with the following premium share contributions:

	<b><u>July 1, 2012</u></b>	<b><u>July 1, 2013</u></b>	<b><u>July 1, 2014</u></b>
Option 1 (PPO with drug and vision rider)	8%	10%	11.5%

	<u>Jan. 1, 2013</u>	<u>Jan. 1, 2014</u>	<u>Jan. 1, 2015</u>
Option 2 (HDHP with vision rider)	2%	4%	6%

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

(c) At retirement, Mr. Zirolli shall be reimbursed for unused sick days, to a maximum of thirty (30) unused sick days. Such unused sick days shall not be used for purposes of calculating pension benefits, if applicable. Mr. Zirolli shall not be eligible for reimbursement of any unused sick days upon death or termination.

(d) Such other benefits as may be provided under the BOROUGH's Personnel Guidelines at the time of the execution of this Agreement. In the event that any provision of this Agreement conflicts with or contradicts said Personnel Guidelines, this Agreement shall govern.

**5. EVALUATION:**

On or before June 30<sup>th</sup> of each contract year, the Director of Public Works will evaluate Mr. Zirolli'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 Mr. Zirolli is discharged for "Cause" (defined below) by the BOROUGH, such termination shall be effective immediately. Notice of such termination shall be provided to Mr. Zirolli in writing by the BOROUGH.

“Cause” shall be defined as: (i) any act or omission that constitutes a breach by Mr. Zirolli of any of his duties and responsibilities as Borough Engineer for the BOROUGH; (ii) an aggregate score of less than satisfactory on any annual evaluation conducted by the Mayor, in accordance with Section 5 herein; (iii) the continued and repeated failure or refusal of Mr. Zirolli to perform the duties required of him as an employee of the BOROUGH; (iv) any violation by Mr. Zirolli of any law or regulation or Mr. Zirolli’s conviction of a felony, or any perpetration by Mr. Zirolli of a common law fraud; or (v) any other misconduct by Mr. Zirolli which is injurious to the financial condition or reputation of, or is otherwise injurious to the BOROUGH. If Mr. Zirolli is terminated for cause by the BOROUGH, Mr. Zirolli 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 Mr. Zirolli. If Mr. Zirolli is terminated without cause by the BOROUGH, Mr. Zirolli 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 Mr. Zirolli out of, or connected with, this Agreement shall be submitted by Mr. Zirolli 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:**

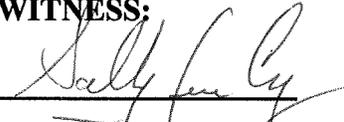
This Agreement constitutes the entire Agreement between the BOROUGH and Mr. Zirolli with respect to the subject matter specifically referenced herein. No modification or amendment of this Agreement shall be binding unless said modification or amendment specifically references this Agreement and is in writing and signed by the parties hereto.

**13. PARAGRAPH HEADINGS:**

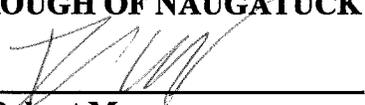
The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the  
27th of September, 2013

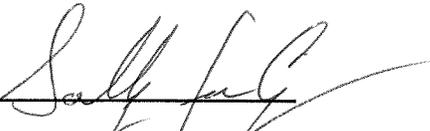
WITNESS:

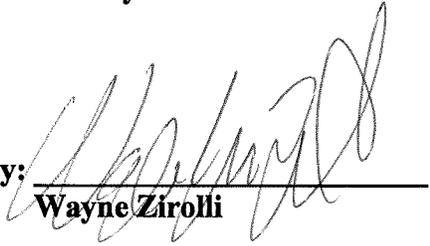
  
Sally Jean Cyr

BOROUGH OF NAUGATUCK

By:   
Robert Mezzo  
Its Mayor

WITNESS:

  
Sally Jean Cyr

By:   
Wayne Zirolli