

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is made as of the 7<sup>th</sup> day of October 2015, 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, 2015, and expire on October 6, 2018. 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, 2018 or do not negotiate a successor agreement, Mr. Zirolli's employment with the Borough shall terminate effective on October 6, 2018.

### **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

Director of Public Works and/or 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 meetings is mandatory; attendance at Zoning Commission meetings and Inland Wetlands Commission meetings, 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, 2015 through October 6, 2016), Mr. Zirolli will be paid a base salary of \$92,279.00. Prior to October 6, 2016, the Borough shall determine

Mr. Zirolli's base salary for year two of this Agreement (October 7, 2016 through October 6, 2017), however, in no event shall such base salary be less than his base salary for year one of this Agreement (October 7, 2015 through October 6, 2016). Prior to October 6, 2017, the Borough shall determine Mr. Zirolli's base salary for year three of this Agreement (October 7, 2017 through October 6, 2018), however, in no event shall such base salary be less than his base salary for year two of this Agreement (October 7, 2016 through October 6, 2017).

(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. Mr. Zirolli may contribute from 1% to 100% of his 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. As of October 20, 2013 Mr. Zirolli is 100% vested in all of the Borough's portion of the contributions to such plan.

- Health Insurance – Mr. Zirolli shall have the option to participate in the Borough's Medical/Dental/Vision insurance coverage for himself, his 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, Mr. Zirolli 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 Mr. Zirolli  
upon retirement or upon any other separation from employment.

Mr. Zirolli 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.

**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% and lifetime maximum \$1,500.00.

**Retiree Medical Insurance** – Upon retirement at an age prior to 65 and not being eligible for Medicare, Zirolli shall receive Medical/Dental/Vision insurance coverage for himself in accordance with the coverage and premium cost share he was subject to as an active employee immediately prior to the effective date of Zirolli’s retirement. During retirement Zirolli shall be subject to any changes in the plan design and premium share contributions implemented for active non-union employees.

Upon becoming eligible for Medicare, Zirolli will be transferred to a Medicare Supplemental insurance policy with a prescription drug rider and dental plan with a premium cost share he was subject to for retiree insurance prior to Medicare eligibility. During retirement Zirolli shall be subject to any changes in the plan design and premium share contributions implemented for active non-union employees.

Effective January 1, 2016 premium cost-share contributions toward the annual premium of the medical and dental plans in the following amounts:

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

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 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 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.

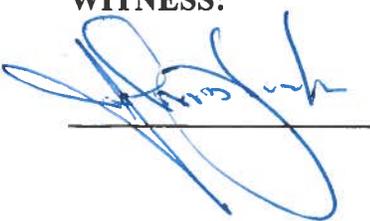
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on

March 3, 2016

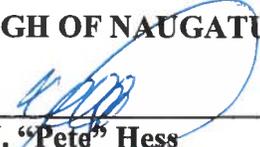
**WITNESS:**

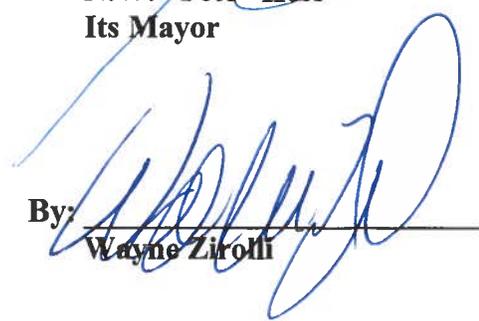


**WITNESS:**



**BOROUGH OF NAUGATUCK**

By:   
N.W. "Pete" Hess  
Its Mayor

By:   
Wayne Zirolli

**Borough of Naugatuck**  
**Naugatuck, Connecticut**

**Job**  
**Description**

**Job Title:** Borough Engineer

**Department:** Engineering

**Job Code**

**Wage/Hour Status:**

Exempt  Nonexempt

**Union Designation**

**Grade**

**Summary:** Plans, directs, supervises and coordinates all engineering and contract construction activities for the Borough of Naugatuck; does related work as required.

**Reports To:** Public Works Director

**Titles Supervised:** Secretary, Survey Technician, & GIS Coordinator

**Essential Duties & Responsibilities:**

1. Develops plans and approves lay-out of roads, streets, sidewalks, drainage sanitary sewers to effectively meet the problems of Borough growth and expansion.
2. Establishes standards and methods of construction consistent with Borough financial policies.
3. Acts as engineering consultant to the planning commission, Water Pollution Control Board and other boards and commissions as required.
4. Is responsible for the design, construction, and inspection of Town projects, and for reviewing proposals submitted by private entities requiring Town engineering advice.
5. Prepares and submits to Board of estimates; prepares cost estimates on specific projects at request of Board of Mayor and Burgesses.
6. Conducts negotiations with property owners to obtain easements.
7. Prepares easement descriptions.
8. Interprets laws and provides other information to interested citizens and individuals doing business with Borough.

**Minimum Qualifications:**

**Education:** Graduation from college in civil engineering

**Experience:** Six years of progressively responsible employment in engineering. Two years of which shall have been at the level of Assistant Town Engineer OR an equivalent combination, in number of years, of the above employment and training including the two years special experience.

**Licensure:** Professional Engineer

**Knowledge/Skills/Abilities:** Through knowledge of the principles and practices of Civil Engineering as applied to public works and municipal engineering; considerable knowledge of sewer and water system engineering; considerable knowledge of construction methods and practices; considerable ability to establish and maintain cooperative relationships with associates, general public and others contacted in the work; considerable ability in written and oral expression.

**Physical and Mental Demands:** (See back of page.)

*This description of responsibilities is intended to reflect the major responsibilities and duties of the job, but is not intended to describe minor duties or other responsibilities as may be assigned from time to time.*

**Borough of Naugatuck, Connecticut**

**Essential Physical and Mental Requirements**

<b>Physical Demands</b>	<b>Continuous Over 70%</b>	<b>Frequent 40%-69%</b>	<b>Occasional 15% - 39%</b>	<b>Rarely Up to 15%</b>
Standing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Climbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bending	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Crouching	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pushing / Pulling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Carry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lifting / Lowering				
1 – 15 lbs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15 – 30 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
30 – 50 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Over 50 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fine Hand / Eye Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Color Discrimination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hearing Ability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Language &amp; Concentration Requirements</b>	<b>Continuous Over 70%</b>	<b>Frequent 40% - 69%</b>	<b>Occasional 15% - 39%</b>	<b>Rarely Up to 15%</b>
Concentration to Detail	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attention Span of 1 + Hours on a Task	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to Remember Multiple Tasks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Oral Communication	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Written Communication	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Environmental Hazards</b>	<b>Continuous Over 70%</b>	<b>Frequent 40% - 69%</b>	<b>Occasional 15% - 39%</b>	<b>Rarely Up to 15%</b>
Exposure to Blood and Body Fluids	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exposure to Toxins, Cytotoxins, Poisons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exposure to Extreme Heat, Cold, Temp Fluctuations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exposure to Hazardous Chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exposure to Radiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Borough of Naugatuck strictly complies with all OSHA regulations that limit exposure to these environmental hazards. Every employee exposed to such hazards will be trained on the use of protective equipment and will be required to use any protective equipment recommended.

<b>Date Signed:</b>	<b>Employee Signature:</b>
<b>Date Signed:</b>	<b>Department Head Signature:</b>
<b>Date Signed:</b>	<b>Human Resources Signature:</b>