

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter "AGREEMENT") is made as of the 1<sup>st</sup> day of July, 2016, by and between the BOROUGH OF NAUGATUCK (hereinafter the "BOROUGH"), a municipal corporation organized under the laws of the State of Connecticut and Christopher Edson (hereinafter "Edson").

WHEREAS, the BOROUGH desires to employ Edson as its Chief of Police and Edson desires to accept such employment, under 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 Edson as its Chief of Police and Edson accepts such employment pursuant to the terms and conditions set forth in this Agreement. Edson shall not be required to become a resident of the BOROUGH as a condition of employment.

**2. TERM OF AGREEMENT:**

This AGREEMENT shall commence on July 1, 2016 and terminate on June 30, 2018,

The parties agree that in the event that either the BOROUGH or Edson do not agree to either extend this Agreement beyond June 30, 2018 or do not negotiate a successor agreement, Edson's employment with the Borough shall terminate effective on June 30, 2018.

**3. DUTIES:**

Edson shall perform the customary duties associated with the position of the Chief of Police as described in the Chief of Police job description, attached hereto as Exhibit A. The Borough and Edson agree that attached job description is not an exhaustive enumeration of the duties and responsibilities of the Chief of Police. Accordingly, Edson shall also perform other related duties consistent with the position, at such times and places and in such manner as the Mayor of the BOROUGH and the BOROUGH Police Commission shall reasonably require and direct.

In the performance of his duties, Edson shall report directly to the Mayor of the BOROUGH and the BOROUGH Police Commission. At all times, Edson shall use his best efforts in the performance of his duties and responsibilities as the Chief of Police.

Generally, Edson 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, it is specifically acknowledged that depending upon the demands of the job, Edson may be required to work more that eight (8) hours in a day and may be required to perform his duties after the normal business day and/or on weekends and holidays without additional compensation.

**4. COMPENSATION AND BENEFITS:**

For services rendered under this Agreement, unless otherwise specified, the BOROUGH shall provide the following for Edson:

- The base salary for Edson during the life of this Agreement shall be as follows:  
Effective July 1, 2016: \$112,573.00  
Effective July 1, 2017: \$114,824.00
- Twenty (20) days of paid vacation on an annual basis. Such vacation days shall not be cumulative. Upon the written approval of the Mayor, Edson may carry over up to five (5) vacation days to the next fiscal year.
- Fifteen (15) sick days annually, cumulative to ninety (90) days.
- Term Life Insurance equal to two times (2x) Edson's annual base salary, adjusted annually in accordance with Edson's salary as set forth in Exhibit B.
- Edson shall have the option to participate in the Borough's Medical/Dental/Vision benefit plans for himself, his spouse and eligible dependents in accordance with the following:

**PPO Health Benefit Plan (with Vision Rider) – Effective July 1, 2016 – December 31, 2016:**

Effective January 1, 2016 premium cost-share contributions toward the annual premium of the aforementioned plan in the amount of 20%.

**HDHP Plan with Vision Rider Effective January 1, 2017:**

\$2,000/\$4,000 annual deductible  
100% in network (except with respect to prescription drugs)  
70%/30% out of network out of network after deductible  
\$4,000/\$8,000 out of network deductible

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

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

For the period of January 1, 2017 through December 31, 2018 and beyond, Edson will be responsible for funding one hundred percent (100%) of the deductible.

The parties acknowledge that the Borough's contribution toward funding the deductible 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 Edson during retirement or any other type of separation from employment. Edson will be responsible for opening an 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. Should Edson not be eligible for an HSA, participation in a Health Reimbursement Account (HRA) shall be offered. The Borough's Annual contribution to the HRA shall be equal to the deductible contribution outline above.

Effective January 1, 2017 premium cost-share contributions toward the annual premium of the HDHP plan in the following amounts:

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

**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, Edson shall receive Medical/Dental/Vision insurance coverage for himself, his spouse and eligible dependents in accordance with the coverage and premium cost share he was subject to as an active employee immediately prior to the effective date of Edson's retirement. During retirement Edson 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, Edson 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 Edson shall be subject to any changes in the plan design and premium share contributions implemented for active non-union employees.

- A suitable vehicle for Edson's exclusive and unrestricted business and personal use at all times during the term of this AGREEMENT. The

BOROUGH agrees to insure the vehicle for appropriate levels of automotive liability, property damage and comprehensive insurance coverage on said vehicle, as well as, provide maintenance and repair of said vehicle. All out of state vehicle use must be related to the official duties of the Chief of Police and Edson must receive the prior written approval of the Mayor at the Mayor's sole discretion.

- Equipment and uniforms deemed necessary by the BOROUGH and replace them when they are no longer serviceable.
- Reimbursement for the reasonable expenses associated with Edson's continued training, and professional development, as determined by the BOROUGH. Such costs to include the reasonable fees for annual conferences and other such courses of study as well as, travel and subsistence expenses incurred in connection therewith. Attendance at such conferences and/or courses as well as the amount to be provided to Edson for travel and/or subsistence shall be determined by the BOROUGH.
- Appropriate payment for professional dues and subscriptions for Edson necessary for the full and continued participation in National, Regional, State and Local associations and organizations necessary and desirable for his continued professional growth and advancement and for the good of the BOROUGH. The amount of the aggregate total to be paid for such associations and/or organizations shall be determined by the BOROUGH.
- Thirteen (13) paid holidays as recognized by the Borough for all other BOROUGH non-union personnel.

- Participation in the BOROUGH's Police pension plan.
- At retirement or death, Edson shall be paid for all unused sick days not to exceed ninety (90) days.
- 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:**

The Mayor of the BOROUGH shall annually evaluate Edson's performance, based on the following areas:

- (a) Human Resources Management
- (b) Fiscal Management
- (c) Day-to-Day Operations
- (d) Public Relations
- (e) Community Initiatives
- (f) Staff Development

**6. INDEMNIFICATION:**

The BOROUGH shall defend, hold harmless and indemnify Edson against any and all claims, demands, judgments, loss, liability, including under state statute, tort, professional liability claim, civil rights claim or demand and any other administrative proceeding or legal action, at law or in equity, whether groundless or otherwise arising out of an alleged act or omission occurring in or in connection with the performance of the duties of the Chief of Police of the BOROUGH, such duties to include all obligations

and commitments articulated in this Agreement, provided, however that nothing herein shall obligate the BOROUGH to pay the costs of defending any criminal prosecution brought against Edson by state or federal authorities. Provided further that nothing herein shall obligate the BOROUGH to indemnify or pay for the costs of defending Edson when such action arose due to negligent or reckless behavior on the part of Edson. This provision with respect to criminal prosecution shall not be deemed to change Edson's right to reimbursement under applicable state statute.

7. **TERMINATION:**

(a) Termination for Just Cause. In the event Edson is discharged for "Just Cause" (as defined below), Edson shall be provided with a hearing consistent with Connecticut General Statutes Section 7-278. "Just Cause" shall mean (i) any act or omission that constitutes a material breach by Edson of any of his material obligations under this Agreement; (ii) the continued and repeated failure or refusal of Edson to perform the material duties required of him as an employee; (iii) any willful, material violation by Edson of any law or regulation or Edson's conviction of a felony, or any willful perpetration by Edson of a common law fraud; or (iv) any other willful misconduct by Edson which is materially injurious to the financial condition or reputation of, or is otherwise materially injurious to the BOROUGH or any of its employees or agents.

(b) Termination by mutual agreement of the parties. Edson and the BOROUGH agree that this Agreement can be terminated at anytime during the term of the Agreement by mutual written agreement between Edson and the Mayor.

**8. INVALID PROVISION:**

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.

**9. 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.

**10. RESOLUTION OF DISPUTES:**

Except for a termination for just cause, which shall be addressed in accordance with Connecticut General Statutes Section 7-278, in the event of a dispute, controversy, claim or an alleged breach of this Agreement, Edson or the BOROUGH may submit the dispute, controversy, claim or breach (the "Claim") to final and binding arbitration. Notice of intent to arbitrate by Edson shall be sent by Edson, in writing, to the Mayor. Notice of intent to arbitrate by the BOROUGH shall be sent by the Mayor, in writing, to Edson.

The notice shall generally describe the facts and identify the Agreement provision(s) applicable to the Claim. If the parties are unable to resolve the Claim within thirty (30) days of receipt of the Notice of intent to arbitrate, the matter will be submitted to a single impartial arbitrator by filing a demand with the American Arbitration Association. The impartial arbitrator shall either be mutually agreed upon by the parties or selected pursuant to then current labor arbitration rules of the American Arbitration Association. The arbitration shall proceed in accordance with the labor arbitration rules of the American Arbitration Association.

The arbitrator shall render his decision based on the evidence submitted by the parties. The arbitrator shall not have the power to modify, amend, or delete any of the terms or express provisions of this Agreement. The award of the arbitrator shall be final and binding upon all parties.

The costs of arbitration, including filing and administrative fees, the fees and expenses of the arbitrator and all other expenses relating to the services and proceedings, shall be borne equally by the parties.

**11. ATTORNEY 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.

**12. CONSTRUCTION:**

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

**13. ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement between the BOROUGH and Edson 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.

**14. PARAGRAPH HEADINGS:**

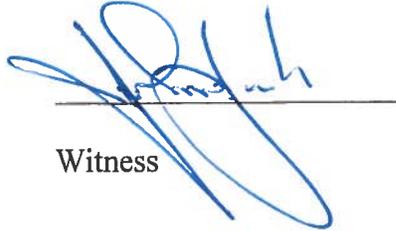
The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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

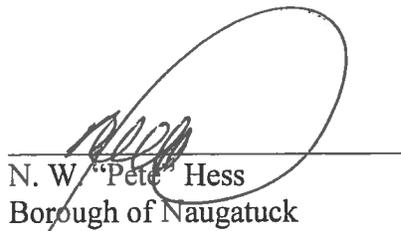
19<sup>th</sup> day of August, 2016.



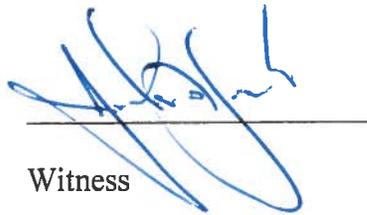
Christopher Edson



Witness



N. W. "Pete" Hess  
Borough of Naugatuck



Witness

## Exhibit A

### Job Description Chief of Police

<u>Borough of Naugatuck</u> <u>Naugatuck, Connecticut</u>	Job Description
<b>Job Title:</b> Chief of Police	<b>Department:</b> Police
<b>Job Code</b>	<b>Wage/Hour Status:</b> Exempt
<b>Union Designation</b> Not Applicable	<b>Grade</b> Not Applicable
<p><b>Summary:</b> Chief operating officer of the Naugatuck Police Department  <b>Reports To:</b> Mayor and Naugatuck Police Commission  <b>Titles Supervised:</b> Deputy Chief, Captain, Lieutenants, Sergeants, Detectives, Patrol Officers, Youth Officer, Police Maintenance, Administrative Assistant, Payroll Coordinator, Clerks</p>	
<p><b>Essential Duties &amp; Responsibilities:</b></p> <ol style="list-style-type: none"> <li>1. Develops, directs, informs, and enforces NPD policies and procedures for all members.</li> <li>2. Develops, administer, and effectively manages the operating and capital budget presentation.</li> <li>3. Provides accurate and timely accounting of NPD operations to the police commission.</li> <li>4. Develops, in conjunction with the police commission a five-year strategic plan, which is updated annually, and develops the appropriate tactics to achieve the goals and objectives of the five-year plan.</li> <li>5. Procures, maintains, and manages all NPD assets.</li> <li>6. Prepares the NPD to meet all training needs and requirements.</li> <li>7. Evaluates and reviews the performance of assigned personnel of the organization.</li> <li>8. Maintains personal and community involvement.</li> <li>9. Supports, coordinates, and interfaces with other senior officers.</li> <li>10. Prepares and presents a monthly report to the fire commission as well as written annual report.</li> <li>11. Conducts, attends, and interacts in meetings with NPD personnel, public agencies and the public.</li> <li>12. Manages outside consultants.</li> <li>13. Oversees major projects on behalf of the police commission.</li> <li>14. Reviews various materials for compliance with NPD policies, state and federal laws and regulations.</li> <li>15. Maintains authorized staffing levels.</li> <li>16. Ensures necessary safety procedures are in place and followed by NPD personnel.</li> <li>17. Maintains professional education and interaction at meetings/conferences.</li> <li>18. Performs the duties of command personnel, as needed.</li> <li>19. Serves, appoints, and participates on various NPD committees.</li> </ol>	
<p><b>Minimum Qualifications:</b>  <b>Education:</b> Minimum of Four-year degree in public administration, criminal justice, or related field.  <b>Experience:</b> Valid State of Connecticut POST certification as a Police Officer  <b>Licensure:</b> Valid Ct Drivers License.</p>	

**Knowledge/Skills/Abilities:** Knowledge of practices, regulations, methods and equipment used in police work. Knowledge of management principles regarding police department administration. Knowledge of federal, state, and local laws, rules, and regulations as they pertain to district activities. Knowledge of training techniques related to the field. Ability to lead, motivate, train, coordinate, and delegate. Ability to analyze data, create plans, and develop budgets. Ability to rapidly make critical decision under emergency circumstance. Ability to communicate in descriptive detail. Ability to prepare technical and administrative reports. Ability to meet special requirements, as listed. No felony convictions or disqualifying criminal histories. Must be able to read, write, and speak the English language. Must meet NPD physical standards.

**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.*

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

Exposure to Toxins, Cytotoxins, Poisons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exposure to Extreme Heat, Cold, Temp Fluctuations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exposure to Hazardous Chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exposure to Radiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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>