

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (hereinafter "AGREEMENT") is made as of the 1<sup>st</sup> day of March, 2016, by and between the Borough of Naugatuck (hereinafter the "Borough"), a municipal corporation organized under the laws of the State of Connecticut and James Stewart (hereinafter "Stewart").

WHEREAS, the Borough desires to employ Stewart as the Director of Public Works and Stewart 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 Stewart as the Director of Public Works and Stewart accepts such employment pursuant to the terms and conditions set forth in this Agreement. Stewart 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 March 1, 2016 and expire on February 28, 2021. The parties agree that in the event that either the Borough or Stewart do not agree to either extend this Agreement beyond February 28, 2021 or do not negotiate a successor agreement, Stewart's employment with the Borough shall terminate effective on February 28, 2021.

### **3. DUTIES**

Stewart shall perform the customary duties associated with the position of Director of Public Works as described in the most current job description, (attached hereto). Stewart 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 Stewart agree that the job description is not an exhaustive enumeration of the duties and responsibilities of the Director of Public Works. In the performance of his duties, Stewart shall report directly to the Mayor of the Borough.

Stewart 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 herein. Stewart 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 Water Pollution Control Commission is mandatory; attendance at Planning Commission, Zoning Commission, Inland Commission and Public Works Commission, is on an as required basis. For mandatory meetings, Stewart will serve as a technical expert, providing reports regularly, as well as Board of Mayor and Burgesses meetings, and all relevant meetings necessary to perform the job effectively.

### **4. COMPENSATION AND BENEFITS:**

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

- The base salary for Stewart during the life of this Agreement, which shall include a \$10,000 stipend for additional WPCA duties performed by Stewart, shall be as follows:

Effective March 1, 2016: \$113,342

Effective March 1, 2017: \$116,176

Effective March 1, 2018: \$119,371

Effective March 1, 2019: \$121,758

Effective March 1, 2020: \$124,193

- The aforementioned stipend shall be considered part of Stewart's regular earnings for purposes of calculating pension.
- During the term of this Agreement, should Stewart no longer perform the additional WPCA duties noted above, the base salary amounts noted above will be reduced by \$10,000 for the applicable contract year(s) Stewart is no longer performing such additional WPCA duties.
- Stewart shall be eligible for twenty-five (25) vacation days on an annual basis. Such vacation days shall not be cumulative. Any vacation days not used in a contract year or carried to the ensuing contract year as noted below shall be paid to Stewart within two (2) weeks of the commencement of the ensuing contract year. In addition, Stewart may carry over seven (7) days of vacation to be used in the following year, with the written approval of the Mayor.
- In each year of this Agreement, ten (10) sick days annually (three (3) of which may be used as personal days), cumulative to ninety (90) days.

- Term Life Insurance equal to two times (2x) Stewart’s annual base salary, adjusted annually in accordance with Stewart’s annual base salary.
- Stewart 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:

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 thru Dec. 31, 2021</u>
6%	4%	2%

**HDHP Plan with Vision Rider:**

Effective January 1, 2016:

\$2,000/\$4,000 annual deductible  
 100% in network  
 70%/30% out of network out of network after deductible  
 \$4,000/\$8,000 out of network deductible

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, 2016 through December 31, 2016, the

Borough agrees to contribute fifty percent (50%) of the deductible. For the period of January 1, 2017 through December 31, 2017, the Borough agrees to contribute twenty-five percent (25%) of the deductible. For the period of January 1, 2018 through December 31, 2018 and beyond, Stewart 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 Stewart during retirement or other type of separation from employment. Stewart will be responsible for opening an HSA account and for any bank fees associated with maintaining the HAS 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, Stewart 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 Stewart's retirement. During retirement Stewart 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, Stewart 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 Stewart shall be subject to any changes in the plan design and premium share contributions implemented for active non-union employees.

- Participation in the Borough's non-union defined benefit pension plan.
- At retirement or death, Stewart shall be paid for all unused sick days not to exceed forty-five (45) days.
- A Borough owned or leased vehicle for Stewart to use in fulfilling his duties and responsibilities as Director of Public Works. 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. Any out of state vehicle use must be related to the official duties of Director of Public Works and Stewart must receive the prior written approval of the Mayor prior to such out of state use.

- 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 1<sup>st</sup> of each contract year, the Mayor will evaluate Stewart'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 Stewart is discharged for "Cause" (defined below) by the Borough, such termination shall be effective immediately. Notice of such termination shall be provided to Stewart in writing by the Borough.

"Cause" shall be defined as: (i) any act or omission that constitutes a breach by Stewart of any of his duties and responsibilities as Director of Public Works for the Borough; (ii) a performance evaluation that is deemed unsatisfactory. Unsatisfactory is defined as a performance evaluation wherein Stewart receives unsatisfactory or below in a majority of evaluated competency areas. The Borough and Stewart agree that in the event Stewart

either receives unsatisfactory or below in any single major essential job function or acts in a negligent manner, such action, standing alone, constitutes cause; (iii) the continued and repeated failure or refusal of Stewart to perform the duties required of him as an employee of the Borough; (iv) any violation by Stewart of any law or regulation or Stewart's conviction of a felony, or any perpetration by Stewart of a common law fraud; or (v) any other misconduct by Stewart which is injurious to the financial condition or reputation of, or is otherwise injurious to the Borough. If Stewart is terminated for cause by the Borough, Stewart shall not receive any unused vacation time.

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

**7. 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.

**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 Stewart out of, or connected with, this Agreement shall be submitted by Stewart to arbitration with the American Arbitration Association.

**10. 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.

**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 Stewart 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:**

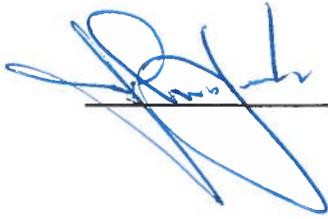
The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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

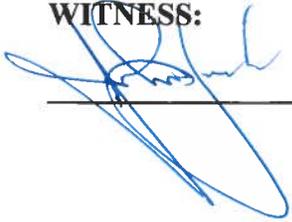
wednesday, March 9, 2016.

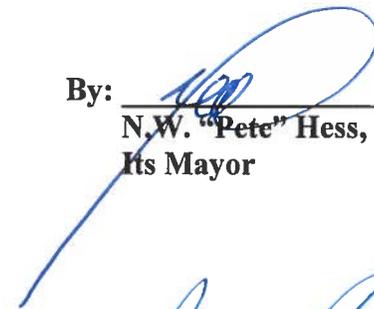
**WITNESS:**

**BOROUGH OF NAUGATUCK**

  
\_\_\_\_\_

**WITNESS:**

  
\_\_\_\_\_

By:   
\_\_\_\_\_

**N.W. "Pete" Hess,  
Its Mayor**

By:   
\_\_\_\_\_

**James Stewart**

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

**Job**  
**Description**

**Job Title:** Public Works Director  
**(Revised July 28, 2009)**

**Department:** Public Works

**Job Code**

**Wage/Hour Status:**

Exempt x Nonexempt

**Union Designation**    **Non Union**  
**Contractual**

**Grade**

**Summary:** Direct and oversee the Department of Public Works, including Engineering, Recreation and Street and Maintenance Divisions, Water Pollution Control Authority, Land Use and Building Department.

**Reports To:** Mayor

**Titles Supervised:** Borough Engineer, Town Planner, Building Official, Park Superintendent and/or Recreation Director, Golf Course Superintendent and Superintendent of Streets

**Essential Duties & Responsibilities:**

- Oversee and administer all facets of the operation of the Department.
- Supervise, through subordinate staff, Engineering, Park and/or Recreation, Golf, Street and Maintenance Divisions, Water Pollution Control Authority, Land Use and Building Department.
- Prepare, develop and administer Department budget.
- Establish goals and objectives for Department. Monitor goals and objectives and modify, when deemed necessary.
- Oversee maintenance of structures, buildings, grounds and equipment.
- Evaluate and administer Public Works programs.
- Oversee development of programs.
- Coordinate purchase of supplies and equipment.
- Coordinate near term and long term planning of Department, including planning of public works needs and opportunities for the Borough.
- Direct all capital infrastructure and construction projects.
- Supervise construction contracts for public works projects and annual repair programs. Oversee consultant engineers and authorize payment for services. Monitors construction activity of public improvements by private developers.
- Plan, coordinate, prepare and oversee the execution of outside service contractors and representatives involved with the Department.
- Recruit, train and evaluate subordinate employees.
- Attend public hearings, board meetings and department meetings for all matters involving the Department.
- Work closely with boards and commissions to provide professional input to assist in developing Borough policies, goals and plans.
- Responds to citizen groups or individuals in a prompt and fair manner via meetings,

telephone and/or email.

- Respond to emergencies, as needed.
- Coordinate, select and direct consultants involved with any Department matters.
- Coach and develop staff; consult with Mayor and/or Human Resources on performance issues and/or corrective action as well as appropriate recognition.
- Administer bargaining unit contracts with appropriate supervisees.
- Demonstrate initiative and self-control; establish goals and deliverables according to predetermined timetables.
- Handle complex problems that arise in daily interactions and role models responsiveness, customer service, respect and cooperation. Investigate and respond to citizen complaints in a timely manner
- Demonstrate leadership by helping to facilitate continuous improvement and change. Effectively handle conflict and disagreements or seek assistance when necessary. Promote a sense of team among staff.
- Ensure the Department enforces and complies with applicable statutes, laws, regulations, safety, policies and procedures.
- Performs other duties as may be required.

**Minimum Qualifications:**

**Education:** Bachelor's degree in Engineering, Engineering Management or Construction Management from a four-year college or university.

**Experience:** Six years municipal experience.

**Licensure:** State of CT Professional engineer license and driver's license.

**Knowledge/Skills/Abilities:**

- Knowledge of relevant statutes, regulations and principles and practices of a Public Works Department.
- Knowledge of the methods, tools, equipment, practices, procedures, techniques and technologies of street, bridge, storm and sanitary sewers, and related maintenance and design work, land use management and refuse operations.
- Knowledge of engineering procedures, construction methods, materials and equipment, laws and regulations relating to public works.
- Knowledge of the materials, methods and practices essential to the design, construction, maintenance and repair of roads, bridges and drains.
- Knowledge of regulations, ordinances and laws applicable to Public Works.
- Ability to plan, organize and supervise through subordinates the work of Department.
- Ability to work cooperatively with other departments, boards, commissions, citizens and contractors. Effective dispute resolution and communication skills.
- Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents.
- Ability to respond to inquiries or complaints.
- Ability to effectively present information to management, public groups, commissions and/or boards.
- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to interpret extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

- Ability to distinguish between public and confidential information and handle appropriately.
- Ability to communicate effectively in oral and written form.
- Ability to read plans, maps and diagrams.
- Ability to use knowledge and reasoning to solve complex problems.
- Ability to learn and apply new information, technology and legislation applicable to departmental activities.
- Ability to manage complex projects and manage multiple priorities.
- Experience and knowledge of civil engineering principals and maintenance practices.
- Effective written and verbal communication skills.
- Effective skills and ability to convene meetings with diverse groups.

**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.***

*For your POSITION*

**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	✓			
Walking	✓			
Climbing	✓			
Bending	✓			
Crouching		✓		
Pushing / Pulling		✓		
Carry			✓	
Lifting / Lowering lbs. 1 – 15	✓			
15 – 30 lbs.		✓		
30 – 50 lbs.				✓
Over 50 lbs.				✓
Fine Hand / Eye Coordination	✓			
Color Discrimination		✓		
Hearing Ability	✓			
Other				

<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	✓			
Attention Span of 1 + Hours on a Task	✓			
Ability to Remember Multiple Tasks	✓			
Oral Communication	✓			
Written Communication	✓			

<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				✓
Exposure to Toxins, Cytotoxins, Poisons				✓
Exposure to Extreme Heat, Cold, Temp Fluctuations	✓			
Exposure to Hazardous Chemicals				✓
Exposure to Radiation				✓
Other				

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> 9/3/09	<b>Employee Signature:</b> 
<b>Date Signed:</b> 9/3/09	<b>Department Head Signature:</b> 
<b>Date Signed:</b> 9/3/09	<b>Human Resources Signature:</b> 