

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter "Agreement") is made as of the 11th day of December, 2014, by and between the Borough of Naugatuck (hereinafter the "Borough"), a municipal corporation organized under the laws of the State of Connecticut and Joshua Bernegger (hereinafter "Bernegger").

WHEREAS, the Borough desires to employ Bernegger as its Deputy Chief of Police and Bernegger 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 Bernegger as its Deputy Chief of Police and Bernegger accepts such employment pursuant to the terms and conditions set forth in this Agreement. Bernegger 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, 2014 and terminate on June 30, 2018. The parties agree that in the event that either the Borough or Bernegger do not agree to either extend this Agreement beyond June 30, 2018 or do not negotiate a successor agreement, Bernegger's employment with the Borough shall terminate effective on June 30, 2018.

3. DUTIES:

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

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

Generally, Bernegger 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. As the Deputy Chief of Police, Bernegger is exempt from overtime under FLSA guidelines.

It is specifically acknowledged that depending upon the demands of the job, Bernegger may be required to work more than eight (8) 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.

4. COMPENSATION AND BENEFITS:

- For services rendered under this Agreement, unless otherwise specified, the Borough shall provide the following to Bernegger:

- (a) For the period from July 1, 2014 through June 30, 2015, Bernegger will be paid a base salary of \$98,940.00.

- (b) For the period from July 1, 2015 through June 30, 2016, Bernegger's base salary will increase by 2% or the percent increase awarded to the Captain rank under the police union contract, whichever is higher.
- (c) For the period from July 1, 2016 through June 30, 2017, Bernegger's base salary will increase by 2% or the percentage increase awarded to the Captain rank under the police union contract, whichever is higher. .
- (d) Prior to July 1, 2017, the Borough shall determine Bernegger's base salary for year four of this Agreement (July 1, 2017 through June 30, 2018), however, in no event shall such base salary be less than his base salary for year three of this Agreement or the percentage increase awarded to the Captain rank under the police contact, whichever is higher.

- Paid vacation and sick days as follows:

Effective upon the signing of this Agreement – twenty-five (25) days of paid vacation on an annual basis. Such vacation days shall not be cumulative.

Upon the written approval of the Chief of Police, Bernegger may carry over up to five (5) vacation days to the next fiscal year.

Effective upon the signing of this Agreement – fifteen (15) sick days annually, cumulative to ninety (90) days.

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

- Medical Insurance – Bernegger shall receive Medical/Dental/Vision insurance coverage for himself, his spouse and eligible dependents as set forth in Section III. C. of the Borough Non-Union Personnel Policy Manual with the: (1) applicable premium share contributions; and (2) any applicable deductible requirements (if Bernegger elects the High Deductible Health Plan HSA option).
- A suitable vehicle for Bernegger’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 Deputy Chief of Police and Bernegger must receive the prior written approval of the Chief of Police at the Chief of Police’s sole discretion.
- Equipment and uniforms deemed necessary by the Borough and replacement of such when they are no longer serviceable.
- Reimbursement for the reasonable expenses associated with Bernegger’s continued training, and professional development, as determined by the Chief of Police. 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 Bernegger for travel and/or subsistence shall be determined by the Chief of Police.

- Appropriate payment for professional dues and subscriptions for Bernegger 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 Chief of Police.
- Thirteen (13) paid holidays as set forth in Section III. I. of the Borough Non-Union Personnel Policy Manual.
- Continued participation in the Borough's defined benefit Police Pension Fund.
- At retirement or death, Bernegger shall be paid for all unused sick days not to exceed ninety (90) days.
- Reimbursed by the Borough for the cost of tuition, books, and supplies for accredited courses enrolled in by Bernegger in pursuit of a Master's Degree that specifically relates to police work. Said accredited courses shall include core courses required as part of a degree program specifically related to police work. Reimbursement shall not be due and payable to Bernegger unless and until proof of successful completion of the course(s) involved and submission of invoices showing payment of said books and supplies. In no event shall the Borough be obligated to pay for more than two (2) courses during a semester at an aggregate maximum cost equal to the cost at the University of Connecticut for an in-state part-time student. Moreover, the Borough shall not be obligated to pay for such two (2) courses per semester for more than three (3) semesters

during each fiscal year. Courses shall not include non-accredited correspondence courses.

- Bernegger shall be eligible to perform private duty police work within the Borough, provided that all other eligible members of the Naugatuck Police Department have first refused such private duty work. Once eligible, Bernegger shall be given the right of refusal of any available private duty job before the job is offered to any other personnel. While performing private duty work, Bernegger shall receive the private duty rate set forth in the collective bargaining agreement between the Borough and AFSCME, Council 15, AFL-CIO, Local 1126 for the applicable contract year.
- 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:

The Chief of Police shall annually evaluate Bernegger'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 Bernegger 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 Deputy 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 Bernegger by state or federal authorities. Provided further that nothing herein shall obligate the Borough to indemnify or pay for the costs of defending Bernegger when such action arose due to negligent or reckless behavior on the part of Bernegger. This provision with respect to criminal prosecution shall not be deemed to change Bernegger's right to reimbursement under applicable state statute.

7. **TERMINATION:**

(a) Termination for Cause. In the event Bernegger is discharged for "Cause" (defined below) by the Borough, such termination shall be effective immediately. Notice of such termination shall be provided to Bernegger in writing by the Borough. "Cause" shall mean (i) any act or omission that constitutes a material breach by Bernegger of any of his material obligations under this Agreement; (ii) the continued and repeated failure or refusal of Bernegger to perform the material duties required of him as an employee; (iii) any willful, material violation by Bernegger of any law or regulation or Bernegger's conviction of a felony, or any willful perpetration by Bernegger of a common law fraud;

or (iv) any other willful misconduct by Bernegger 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. Bernegger and the Borough agree that this Agreement can be terminated at anytime during the term of the Agreement by mutual written agreement between Bernegger 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:

In the event of a dispute, controversy, claim or an alleged breach of this Agreement, Bernegger or the Borough may submit the dispute, controversy, claim or breach (the "Claim") to final and binding arbitration. Notice of intent to arbitrate by Bernegger shall be sent by Bernegger, in writing, to the Mayor. Notice of intent to arbitrate by the Borough shall be sent by the Mayor, in writing, to Bernegger.

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:

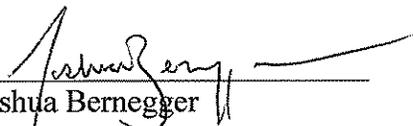
This Agreement constitutes the entire Agreement between the Borough and Bernegger with respect to the subject matter specifically referenced herein. No modification or amendment of this Agreement shall be binding unless said modification

or amendment specifically references this Agreement and is in writing and signed by the parties hereto.

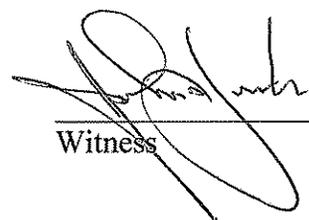
14. PARAGRAPH HEADINGS:

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.

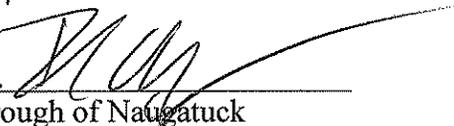
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 4th day of December, 2014.



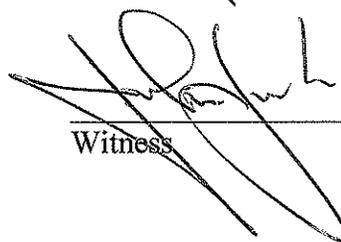
Joshua Bernegger



Witness

By: 

Borough of Naugatuck



Witness