

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter "Agreement") is made as of the 11th day of April, 2011, by and between the Borough of Naugatuck (hereinafter the "Borough"), a municipal corporation organized under the laws of the State of Connecticut and Ellen Murray (hereinafter "Murray").

WHEREAS, the Borough desires to employ Murray as its Deputy Fire Chief and Murray 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 Murray as its Deputy Fire Chief and Murray accepts such employment pursuant to the terms and conditions set forth in this Agreement. Murray 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 April 11, 2011 and terminate on June 30, 2015. The parties agree that in the event that either the Borough or Murray do not agree to either extend this Agreement beyond June 30, 2015 or do not negotiate a successor agreement, Murray's employment with the Borough shall terminate effective on June 30, 2015.

3. DUTIES:

Murray shall perform the customary duties associated with the positions of Deputy Fire Chief as described in the most current job description (attached hereto). The Borough and Murray agree that the attached job description is not an exhaustive enumeration of the duties and responsibilities of the Deputy Fire Chief. Accordingly, Murray shall also perform other related duties, at such times and places and in such manner as the Fire Chief shall reasonably require and direct.

In the performance of her duties, Murray shall report directly to the Fire Chief. At all times, Murray shall use her best efforts in the performance of her duties and responsibilities as the Deputy Fire Chief.

Generally, Murray's normal hours of work shall be thirty-five (35) hours per week, Monday through Friday, subject to vacation time and other forms of leave set forth under Section 4. below. As the Deputy Fire Chief, Murray is exempt from overtime under FLSA guidelines.

It is specifically acknowledged that depending upon the demands of the job, Murray may be required to work more than seven (7) hours in a day and may be required to perform her duties after the normal business day and/or weekends and holidays without additional compensation. Additionally, Murray may be required to attend Borough Fire Commission meetings and/or Board of Mayor and Burgesses meetings (when her attendance is requested), and/or other relevant meetings necessary to perform her position(s) effectively.

4. COMPENSATION AND BENEFITS:

- For services rendered under this Agreement, unless otherwise specified, the Borough shall provide the following to Murray:
 - (a) For the period from April 11, 2011 to June 30, 2011, Murray will be paid a base salary of \$68,000.00 (such base salary shall be prorated for the period from April 11, 2011 to June 30, 2011).
 - (b) For the period from July 1, 2011 to June 30, 2012, Murray will be paid a base salary of \$68,000.00.
 - (b) Prior to July 1, 2012, the Borough shall determine Murray's base salary for year two of this Agreement (July 1, 2012 through June 30, 2013), however, in no event shall such base salary be less than her July 1, 2011 to June 30, 2012 base salary.
 - (c) Prior to July 1, 2013, the Borough shall determine Murray's base salary for year three of this Agreement (July 1, 2013 through June 30, 2014), however, in no event shall such base salary be less than her July 1, 2012 to June 30, 2013 base salary.
 - (d) Prior to July 1, 2014, the Borough shall determine Murray's base salary for year four of this Agreement (July 1, 2014 through June 30, 2015), however, in no event shall such base salary be less than her July 1, 2013 to June 30, 2014 base salary.
- Paid vacation, sick and personal days as follows:

Effective upon the signing of this Agreement – fifteen (15) days of paid vacation annually for the April 11, 2011 to June 30, 2012 contract year (year

1), July 1, 2012 to June 30, 2013 contract year (year 2) and July 1, 2013 to June 30, 2014 contract year (year 3). For the July 1, 2014 to June 30, 2015 contract year (year 4) – twenty (20) days of paid vacation.

Such vacation days shall not be cumulative. Upon the written approval of the Mayor of the Borough or his designee, Murray 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.

Effective upon the signing of this Agreement – three (3) paid personal days (such days shall not be cumulative).

- Term Life Insurance equal to two times (2x) Murray's annual base salary, adjusted annually in accordance with Murray's salary.
- Medical Insurance – Murray shall receive Medical/Dental/Vision insurance coverage for herself, her 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) and any applicable deductible requirements (if Murray elects the High Deductible Health Plan HSA option).
- A suitable vehicle for Murray'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 Fire Chief and

Murray must receive the prior written approval of the Fire Chief at the Fire Chief's sole discretion.

- An equipment and uniform allowance of \$850.00 per contract year (the period from April 11, 2011 through June 30, 2012 shall be considered the first contract year).
- Reimbursement for the reasonable expenses associated with Murray's continued training, and professional development, as determined by the Fire Chief. 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 Murray for travel and/or subsistence shall be determined by the Fire Chief.
- Appropriate payment for professional dues and subscriptions for Murray necessary for the full and continued participation in national, regional, state and local associations and organizations necessary and desirable for her 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 Fire Chief.
- Thirteen (13) paid holidays as set forth in Section III. I. of the Borough Non-Union Personnel Policy Manual.
- 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 Murray at a later date. Murray may contribute up to 3% of her

base annual salary on an annual basis to the plan, with the Borough matching such contribution. Murray 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).

- At retirement or death, Murray 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 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 Fire Chief shall annually evaluate Murray'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
- (g) Communications with subordinate employees
- (e) Management and Labor Relations

6. INDEMNIFICATION:

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

7. TERMINATION:

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

willful misconduct by Murray 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. Murray and the Borough agree that this Agreement can be terminated at anytime during the term of the Agreement by mutual written agreement between Murray and the Mayor of the Borough.

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, Murray or the Borough may submit the dispute, controversy, claim or breach (the "Claim") to final and binding arbitration. Notice of intent to arbitrate by Murray shall be sent by Murray, in writing, to the Mayor. Notice of intent to arbitrate by the Borough shall be sent by the Mayor, in writing, to Murray.

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/her 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 Murray 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 11th day of April, 2011.

Ellen Murray
Ellen Murray

Nancy K. DiMeo
Witness

Robert A. Mezzo
Borough of Naugatuck
Robert A. Mezzo

Nancy K. DiMeo
Witness