

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter "Agreement") is made as of the 6 day of MAY, 2016, 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 Fire Chief and Training Officer 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 Fire Chief and Training Officer 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, but shall maintain residence within a thirty (30) minute response time in order for Murray to assume command of an emergency incident in a timely manner when necessary.

2. TERM OF AGREEMENT:

This Agreement shall commence on March 27, 2016 and terminate on June 30, 2020. The parties agree that in the event that either the Borough or Murray do not agree to either extend this Agreement beyond June 30, 2020 or do not negotiate a successor

agreement, Murray's employment with the Borough shall terminate effective on June 30, 2020.

3. DUTIES:

Murray shall perform the customary duties associated with the positions of Fire Chief and Training Officer 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 Fire Chief and Training Officer. Accordingly, Murray 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.

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

Generally, Murray's normal hours of work shall be forty (40) hours per week, Monday through Friday, subject to vacation time and other forms of leave set forth under Section 4. below.

As the Fire Chief and Training Officer, 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 eight (8) hours in a day and may be required to perform her duties after the normal business day and/or on weekends and holidays without additional compensation and/or compensatory time. Additionally, Murray shall attend Borough Fire Commission meetings as well as Board of Mayor and

Burgesses meetings (when her attendance is requested), and all 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 March 27, 2016 to June 30, 2017, Murray will be paid a base annual salary of \$97,000.
 - (b) For the period of July 1, 2017 to June 30, 2018, Murray will be paid and annual base salary of \$99,425.
 - (c) Prior to July 1, 2018, the Borough shall determine Murray's annual base salary for year three of this Agreement (July 1, 2018 through June 30, 2019), however, in no event shall such base salary be less than her annual base salary for year two of this Agreement.
 - (d) Prior to July 1, 2019, the Borough shall determine Murray's annual base salary for year four of this Agreement (July 1, 2019 through June 30, 2020), however, in no event shall such base salary be less than her annual base salary for year three of this Agreement.

In addition to her annual base salary, Murray shall receive an annual stipend of \$5,000 for serving as the Training Officer for the Borough. Such stipend shall be paid on a weekly basis to Murray. In the event that Murray ceases serving as the Training Officer, such stipend shall be discontinued.

- Paid vacation, sick and personal days as follows:

Effective upon the signing of this Agreement – twenty (20) days of paid vacation on an annual basis. Such vacation days shall not be cumulative. Upon the written approval of the Mayor of the Borough, 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 have the option to participate in the Borough's Medical/Dental/Vision insurance coverage for herself, her spouse and eligible dependents in accordance with the following:

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 either the Women's Health and Wellness Act.

Murray 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 during retirement or upon any other separation from employment.

Murray 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.

Murray shall be responsible for premium cost-share contributions toward the annual premium of the aforementioned plan in the following amounts:

<u>Jan. 1, 2016</u>	<u>Jan. 1, 2017</u>	<u>Jan. 1, 2018</u>	<u>Jan. 1, 2019</u>
2%	2%	2%	2%

In the event that Murray elects to waive participation in the Borough's benefits program, she shall be eligible for an insurance waiver to be paid at the rate paid by the Borough for the year in question.

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% an lifetime maximum \$1,500.00.

Retiree Medical Insurance – Upon retirement at an age prior to 65 and not being eligible for Medicare, Murray shall receive Medical/Dental/Vision insurance coverage for herself, her spouse and eligible dependents in accordance with the coverage and premium cost share she was subject to as an active employee immediately prior to the effective date of her retirement. During retirement Murray 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, Murray will be transferred to a Medicare Supplemental insurance policy with a prescription drug rider and dental plan with a premium cost share she was subject to for retiree insurance prior to Medicare eligibility. During retirement Murray shall be subject to any changes in the plan design and premium share contributions implemented for active non-union employees.

- 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 Fire Chief and Murray must receive the prior written approval of the Mayor of the Borough at the Mayor of the Borough's sole discretion.
- An equipment and uniform allowance of \$1,300.00 per contract year.

- Reimbursement for the reasonable expenses associated with Murray's continued training, and professional development, as determined by the Mayor of 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 Murray for travel and/or subsistence shall be determined by the Mayor of the Borough.
- 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 the Mayor of the Borough.
- 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. Murray may contribute from 1% to 100% of her base annual salary to the plan up to the IRS maximum on an annual basis. The Borough will match up to 3% of such contribution. As of April 11, 2016 Murray is 100% vested in all of the Borough's matching contributions to such plan.
- At retirement (fifty-five (55) years of age and not less than ten (10) years of service) 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 Non-Union Personnel Policy Manual as may be changed from time to time by the Borough. 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 contract year, the Mayor will 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 Fire Chief and Training Officer, 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 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.

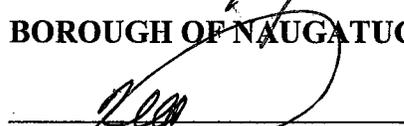
14. PARAGRAPH HEADINGS:

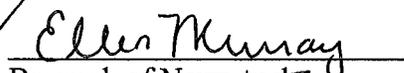
The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

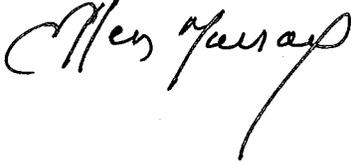
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this

6th day of May, 2016.

BOROUGH OF NAUGATUCK


N.W. Pete Hess, Its Mayor


Ellen Murray
Borough of Naugatuck




Witness


Witness