EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter "Agreement") is made as of the 1st 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 Harvey Frydman (hereinafter "Frydman").

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

3. DUTIES:

Frydman shall perform the customary duties associated with the position of Senior Center Director as described in the most current job description (attached hereto). The Borough and Frydman agree that the attached job description is not an exhaustive enumeration of the duties and responsibilities of the Senior Center Director. Accordingly, Frydman shall also perform

other related duties, at such times and places and in such manner as the Mayor shall reasonably require and direct.

In the performance of his duties, Frydman shall report directly to the Mayor of the Borough. At all times, Frydman shall use his best efforts in the performance of his duties and responsibilities as the Senior Center Director.

Generally, Frydman'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.

4. <u>COMPENSATION AND BENEFITS:</u>

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

(a) For the period from March 1, 2016 to February 28, 2017, Frydman will be paid a base salary of $48,357.00.

(b) Prior to March 1, 2017, the Borough shall determine Frydman's base salary for year two of this Agreement (March 1, 2017 through February 28, 2018), however, in no event shall such base salary be less than his March 1, 2016 to February 28, 2017 base salary.

(c) Prior to March 1, 2018, the Borough shall determine Frydman's base salary for year three of this Agreement (March 1, 2018 through February 28, 2019), however, in no event shall such base salary be less than his March 1, 2017 to February 28, 2018 base salary.

(d) Prior to March 1, 2019, the Borough shall determine Frydman's base salary for year four of this Agreement (March 1, 2019 through February

20, 2020), however, in no event shall such base salary be less than his March 1, 2018 to February 28, 2019 base salary.

(e) Prior to March 1, 2020, the Borough shall determine Frydman's base salary for year five of this Agreement (March 1, 2020 through February 28, 2021), however, in no event shall such base salary be less than his March 1, 2019 to February 2020 base salary.

- Paid vacation, sick and personal days as follows:

  Fifteen (15) days of paid vacation annually. Such vacation days shall not be cumulative.

  Fifteen (15) sick days annually, (three (3) of which may be used as personal days), cumulative to thirty (30) days.

- Medical Insurance – Frydman shall receive Medical/Dental/Vision insurance coverage for himself, as set forth below:

  PPO Health Benefit Plan (with Vision Rider) – Effective July 1, 2015 – December 31, 2016:

  Effective January 1, 2016 premium cost-share contributions toward the annual premium of the aforementioned plan in the amount of 8%

  HDHP Plan (with Vision Rider) - Effective January 1, 2017:

  $2,000/$4,000 annual deductible
  100% in network after deductible (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 from January 1, 2017 through December 31, 2017, the Borough agrees to contribute fifty percent (50%) of the applicable Deductible. For the period from January 1, 2018 through December 31, 2018, the Borough agrees to contribute twenty-five percent (25%) of the applicable deductible, Beginning January 1, 2019 and beyond Frydman 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 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 Frydman during retirement or for any other type of separation from employment.

Frydman 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.

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

Jan. 1, 2017	Jan. 1, 2018	Jan. 1, 2019 to Dec. 31, 2021
6%	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, Frydman shall receive Medical/Dental/Vision insurance coverage for himself in accordance with the coverage and premium cost share he was subject to as an active employee immediately prior to the effective date of Frydman's retirement. During retirement Frydman 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, Frydman's 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 Frydman shall be subject to any changes in the plan design and premium share contributions implemented for active non-union employees.

- Term Life Insurance equal to 2x's Frydman's annual base salary, adjusted annually in accordance with Frydman's annual base salary.
- Participation in the Borough's defined pension plan..
- At retirement, death, or termination of this Agreement, Frydman shall not be reimbursed unused sick time.
- Such other benefits as may be provided under the Borough's Non-Union Personnel Policy Manual as amended 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 shall annually evaluate Frydman'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. **TERMINATION:**

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

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

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.

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 Frydman 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 this 21 day of March, 2016.

By: _____ _____
Harvey Frydman Witness

BOROUGH of NAUGATUCK

By:_____
N.W. "Pete" Hess, It's Mayor

_____
Witness