

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made as of the 7th day of May 2014, by and between the BOROUGH OF NAUGATUCK (hereinafter the "BOROUGH"), a municipal corporation organized under the laws of the State of Connecticut and Robert Roland (hereinafter "Mr. Roland");

WHEREAS, the BOROUGH desires to employ Mr. Roland as the Public Works Superintendent and Mr. Roland 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 Mr. Roland as the Public Works Superintendent and Mr. Roland accepts such employment pursuant to the terms and conditions set forth in this Agreement. Mr. Roland 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 July 1, 2014, and expire on June 30, 2017. The parties agree that in the event that either the Borough or Mr. Roland do not agree to either extend this Agreement beyond June 30, 2017 or do not negotiate a successor agreement, Mr. Roland's employment with the Borough shall terminate effective on June 30, 2017.

3. DUTIES:

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

Director of Public Works of the BOROUGH. Mr. Roland shall use his best efforts in the performance of his work under this Agreement.

Mr. Roland shall work a forty (40) hour work week, eight (8) hour per day - Monday through Friday, subject to vacation time and other forms of leave set forth under Section 4. below. Notwithstanding the above, it is specifically acknowledged that depending upon the demands of the job, Mr. Roland 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. It is understood that Mr. Roland may be expected to attend Burgess meetings held by the BOROUGH as well as other meetings of subcommittees (as required) of the Burgesses and/or BOROUGH Commissions, as required by the BOROUGH.

4. COMPENSATION AND BENEFITS:

(a) For services rendered under this Agreement, unless otherwise specified, the BOROUGH shall provide the following to Mr. Roland:

- For the period of July 1, 2014 through June 30, 2015, Mr. Roland will be paid a base salary of \$75,643.00.
- For the period of July 1, 2015 through June 30, 2016, Mr. Roland will be paid a base salary of \$77,912.00.
- Prior to July 1, 2016, the Borough shall determine Mr. Roland's base salary for fiscal year 2017 (July 1, 2016 through June 30, 2017), however, in no event shall such base salary be less than his base salary of year two of this Agreement.

(b) Paid vacation, sick days, life insurance and pension as follows:

- In each year of this Agreement, three (3) weeks of vacation (fifteen (15) days).
- Any vacation days not used in a contract year, shall be paid to Mr. Roland within two (2) weeks of the commencement of the ensuing contract year.

- In each year of this Agreement, fifteen (15) sick days (three (3) of which may be used as personal days), cumulative to forty-five (45) days.
- Term Life Insurance equal to two times (2x) Mr. Roland's base salary, adjusted annually.
- Participation in the BOROUGH's defined contribution pension plan. Mr. Roland may contribute from 1% to 100% of his base annual salary up to the IRS maximum on an annual basis to the plan. The Borough will match up to 3% of such contribution. Mr. Roland 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).
- Option to participate in the Borough's non-union group health insurance program with the following premium share contributions.

	<u>July 1, 2014</u>	<u>July 1, 2015</u>	<u>July 1, 2016</u>
Option 1 (PPO with drug and vision rider)	11.5%	12%	13%
	<u>Jan. 1, 2014</u>	<u>Jan. 1, 2015</u>	<u>Jan. 1, 2016</u>
Option 2 (HDHP with vision rider)	4%	6%	8%

In the event that Mr. Roland elects to waive participation in the Borough's non-union group health insurance program, he shall be eligible for an insurance waiver to be paid at the rate paid by the Borough for the year in question.

(c) At retirement, Mr. Roland shall be reimbursed for unused sick days, to a maximum of thirty (30) unused sick days. Such unused sick days shall not be used for purposes of calculating pension benefits, if applicable. Mr. Roland shall not be eligible for reimbursement of any unused sick days upon death or termination.

(d) A Borough owned or leased vehicle for the limited purpose of Mr. Roland using it to fulfill his duties and responsibilities as Public Works Superintendent.

(e) Such other benefits, including but not limited to Long Term Disability benefits, as may be provided under the BOROUGH's Non-Union 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 Non-Union Personnel Guidelines, this Agreement shall govern.

5. EVALUATION:

On or before June 30th of each contract year, the Director of Public Works will evaluate Mr. Roland'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 Mr. Roland is discharged for "Cause" (defined below) by the BOROUGH, such termination shall be effective immediately. Notice of such termination shall be provided to Mr. Roland in writing by the BOROUGH.

"Cause" shall be defined as: (i) any act or omission that constitutes a breach by Mr. Roland of any of his duties and responsibilities as Street Superintendent for the BOROUGH; (ii) an aggregate score of less than satisfactory on any annual evaluation conducted by the Mayor, in accordance with Section 5 herein; (iii) the continued and repeated failure or refusal of Mr. Roland to perform the duties required of him as an employee of the BOROUGH; (iv) any violation by Mr. Roland of any law or regulation or Mr. Roland's conviction of a felony, or any perpetration by Mr. Roland of a common law fraud; or (v) any other misconduct by Mr. Roland which is injurious to the financial condition or reputation of, or is otherwise injurious to the BOROUGH. If Mr. Roland is terminated for cause by the BOROUGH, Mr. Roland shall not receive any unused vacation time.

(b) Termination Without Cause. Either party may terminate this Agreement for any reason provided that if terminated by the BOROUGH, the BOROUGH shall provide sixty (60) days advance written notice to Mr. Roland. If Mr. Roland is terminated without cause by the BOROUGH, Mr. Roland shall receive payment for unused vacation time.

7. INVALID PROVISIONS:

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

10. ATTORNEY'S 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 Mr. Roland 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.

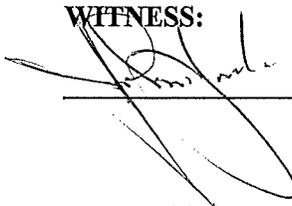
13. PARAGRAPH HEADINGS:

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

May, 7th, 2014.

WITNESS:

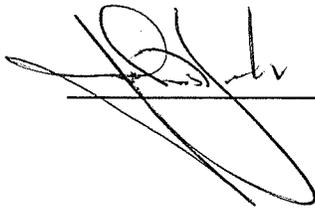


BOROUGH OF NAUGATUCK

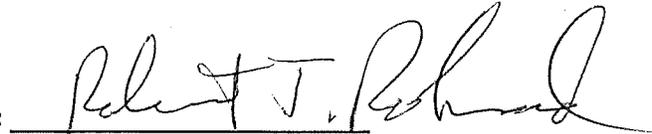
By: _____


Robert Mezzo
Its Mayor

WITNESS:



By: _____


Robert Roland