

EMPLOYMENT AGREEMENT
CHIEF ADMINISTRATIVE OFFICER W. KURT MILLER

This Agreement is between the Town of Seymour, a municipal corporation organized and existing under the laws of the State of Connecticut ("the Town"), acting by its duly constituted Board of Selectmen ("the Board") and W. Kurt Miller ("Miller" or "Chief Administrative Officer").

The parties agree:

1. Duties and Responsibilities

The Chief Administrative Officer is under the direct supervision of the First Selectperson. The duties of Miller as the Chief Administrative Officer are contained in the attached job description and may be modified by the First Selectperson provided such modification shall not result in a material diminution of Miller's authority, duties, or responsibilities.

2. Employment for Definite Period

A. Miller shall be employed by the Town as its Chief Administrative Officer for a fixed term commencing on or around August 1, 2023 and ending on June 30, 2028 ("the Initial Term"). At the expiration of the Initial Term, Miller's employment with the Town will end unless his employment is extended by a new written contract.

B. If the Town wants to enter into a new contract to extend Miller's employment as Chief Administrative Officer beyond the end of the Initial Term, the Town will provide Miller with written notice of its intent to do so no later than April 1, 2028. If the parties reach agreement, they will enter into a new written employment agreement for a fixed term. Thereafter, if the Town wants to further extend Miller's employment, it will provide Miller with written notice of its intent to do so no later than six (6) months before the expiration of the contract then in effect. At the expiration of the Initial Term and if his contract is renewed for one or more additional terms, at the expiration of any such additional fixed term, Miller's employment with the Town will end unless further extended by a new written contract.

3. Salary

Effective August 1, 2023 Miller's annual salary shall not be less than \$132,000. Miller shall receive general wage increases of 2.50% effective July 1st of each fiscal year. His performance shall be reviewed at least annually by the First Selectperson. At the discretion of the First Selectperson, Miller may be granted additional annual salary increases or bonuses.

4. Work Time and Schedule.

Miller will perform the duties and responsibilities of Chief Administrative Officer full-time to the best of his abilities and will work the time required to fully perform those duties and responsibilities, but not less than thirty-five (35) hours per week. His work hours will be scheduled by the First Selectperson. On occasion, Miller may be required to attend meetings after regular business hours.

5. Benefits

For the duration of the term of this Agreement, except as expressly modified by this Agreement, Miller shall receive the same fringe benefits that a member of the Seymour Supervisors bargaining unit with the same number of years of service would be entitled to under the then existing Supervisors' Union Contract as amended and changed from time to time. To the extent better benefits are provided to Miller under this Agreement than are provided under the Supervisors' Union Contract, Miller will receive those better benefits. Miller is entitled to the following benefits:

- Holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve day, Christmas, one floating holiday, and one half-day for New Year's Eve day if New Year's Eve falls on a weekday.
- Vacation: Four (4) weeks of paid vacation per fiscal year to be scheduled in consultation with and as approved by the First Selectperson. Vacation time may be carried over from year to year with the approval of the First Selectperson. Upon separation of employment, Miller will be compensated for any unused vacation time. Carry over vacation time will not be subject to payout at the time of separation.
- FMLA Leave: FMLA leave in accordance with the Federal Family and Medical Leave Act.
- Bereavement Leave: Five (5) days leave with pay for death of spouse, child, stepchild, mother, father, sister, brother, mother-in-law, father-in-law, grandparent or grandchild. Three (3) days leave with pay in the event of death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, or step-parent. One (1) day of leave with pay for the death of a cousin, aunt or uncle. Permission to attend the funeral service of a close acquaintance may be granted by the First Selectperson in his or her sole discretion.
- Sick Time: Fifteen (15) days of sick leave shall be granted on July 1st of each fiscal year. Miller may accumulate up to forty-five (45) sick days or be paid for up to ten (10) unused sick days following the close of the Town's fiscal year. If Miller's employment is terminated for any reason other than "for just cause" as defined in

paragraph 8A herein below or resignation in lieu of a "just cause" termination, he will receive his balance of accumulated sick time as a lump sum. Miller may use the sick leave for illness or injury to his spouse, child or parent. If Miller dies, his designated beneficiary or estate will be paid for all unused accumulated sick leave at the rate of pay in effect at the time of his death.

- Short Term Disability: The Town will provide Miller with short-term disability insurance providing a weekly income benefit of 70% of his weekly salary during the 12 months immediately preceding the date he becomes disabled from work.
- Workers' Compensation Salary Differential: If Miller is injured on the job and unable to work, he will receive the difference between his wage replacement workers' compensation benefits and 90% of his regular base salary for up to six months. An absence due to an on-the-job injury Miller is receiving workers' compensation benefits will not be charged to sick leave.
- Health Insurance: Miller shall be permitted to participate in and receive benefits under any welfare benefit and other employee benefit plans, programs, and policies applicable to other Town bargaining units at the discretion of the First Selectperson. These include, but are not limited to benefits such as group health insurance, life insurance, hospitalization, dental insurance, disability insurance, and insurance waivers. Miller's cost share for insurance premium contributions shall be as follows:

4% Effective 8/1/2023
5% Effective 7/1/2024
5% Effective 7/1/2025
6% Effective 7/1/2026
6% Effective 7/1/2027

Notwithstanding the foregoing, if Miller waives group health insurance benefits, the waiver amount will be paid in equal installments as part of his weekly or bi-weekly salary. The Town may unilaterally change medical insurance plans or become self-insured provided the overall coverage and benefits of the new plan are substantially equivalent to the old plan. If Miller participates in the group High Deductible Health Plan (HDHP), the Town will establish a Health Savings Account (HSA) for Miller and make contributions by direct deposit to his HSA in amounts equal to the following percentages of the applicable in-network annual deductible:

- (i) Fifty percent (50%) on or around August 1, 2023;
- (ii) Fifty percent (50%) on July 1, 2024, July 1, 2025, July 1, 2026 and July 1, 2027.

- Life Insurance: The Town will provide Miller with a life insurance policy with a death benefit equal to three times his annual salary.
- CMERF Plan B Pension: Miller will continue to be covered under the provisions of the Connecticut Municipal Employees Retirement Fund Plan B. In addition, the Town will match 100% of the first 8% of salary that the Miller defers into any 457-plan available to him through payroll deduction.
- Retiree Medical Benefits: If Miller is eligible for normal, early, or vested deferred retirement under CMERS, the Town, at its expense, will continue to provide him and his spouse with medical insurance benefits up to age 65 and will provide medical insurance benefits to his eligible dependents. At age 65, the Town will provide Miller and his spouse, at the Town's expense, with Medicare supplement (Medigap) insurance.
- Retiree Life Insurance: Upon retirement, the Town will provide him at its expense a life insurance policy with a \$10,000 death benefit.
- Future Incentive or Deferred Compensation Plans: In the event that any incentive or deferred compensation program is offered by the Town to employees comparable in level to the Chief Administrative Officer, Miller will be eligible to participate in them.
- Town Treasurer: Miller is also the Town Treasurer. For as long as Miller serves as Town Treasurer during the Initial Term or any additional term of this Agreement, the compensation due to Miller for the performance of duties as Town Treasurer, as defined in Section 12.17 of the Seymour Town Charter, shall be in addition to his salary as Chief Administrative Officer, paid in equal installments on regular paydays, and included as part of his salary.

The above benefits are subject to the terms and conditions of the applicable plans. In addition to the above, Miller is entitled to any other benefits for which he is eligible under federal or state law.

7. Professional Development – The Town will pay or reimburse Miller for documented out-of-pocket expenses for travel and lodging for attending conventions, seminars and/or conferences approved in advance by the First Selectperson. The Town will pay for membership in any professional organizations approved in advance by the First Selectperson.

8. Termination

A. Termination for Cause. During the term of this Agreement, the Town may terminate this Agreement and Miller's employment as Chief Administrative Officer for just cause. Termination of employment "for just cause" shall be conduct reasonably and in good faith determined by the First Selectperson to be:

- gross negligence or willful malfeasance by Miller in the performance of his duties;
- conduct by Miller which the First Selectperson deems materially detrimental to the interests, reputation or image of the Town of Seymour;
- acts or omissions by Miller that are undertaken or committed knowingly and are criminal, fraudulent or involve dishonesty, pornography or sexual misconduct; or
- otherwise for “just cause” as that term is defined by labor arbitration decisions. The parties intend the term “just cause” to have the same meaning as it does in the Supervisors’ collective bargaining agreement.

Before a for cause termination, Miller will be notified in writing (a) that termination for cause of his employment and this Agreement is under consideration, (b) of the charges and material evidence against him, and (c) that an informal *Loudermill* hearing before the First Selectperson has been scheduled. At the hearing, Miller will have the opportunity to respond to the charges, present evidence in his favor, refute the evidence against him, and tell his side of the story.

In the event that following the *Loudermill* hearing, the First Selectperson decides to terminate this Agreement and Miller’s employment, Miller’s sole and exclusive procedure and remedy for asserting that the termination was not for cause and that this Agreement was breached is binding arbitration pursuant to the Employment Arbitration Rules and Procedures of the American Arbitration Association. The arbitration hearing will be before a single arbitrator and held in Seymour, Connecticut. The decision of the arbitrator shall be final and binding upon the parties, except that either party may timely apply to the Superior Court to vacate or modify the award. A demand for arbitration must be made within thirty (30) calendar days from receipt of the notice of termination. If no demand is filed within that 30-day time period, Miller will have waived his right to contest his termination, the termination of this Agreement and to bring any claim for breach of the Agreement arising out of or related to his termination. Each side will bear its own fees and costs including attorney’s fees.

B. Termination (Separation) Without Cause. An “involuntary separation from service” means a separation from service due to the Town’s independent exercise of its authority to terminate the employee’s services, other than due to the employee’s implicit or explicit request, where the employee was willing and able to continue performing services. In the event of an involuntary separation of service of Miller by the Town without cause as defined above in subsection A (i.e. a termination of Miller’s employment as Chief Administrative Officer without cause), the Town shall continue to pay Miller his annual salary at the time of separation (subject to future adjustments due to general wage increases) in equal installments on regular paydays for the remainder of the unexpired term. Each installment of such salary continuation paid on regular paydays hereunder shall be treated as a separate payment for purposes of Internal Revenue Code Section 409A.

C. Termination of the Agreement by Miller. In the event Miller elects to terminate this Agreement before the end of its term or any extension of the Initial Term or any extended term, he

will provide the Town with not less than sixty (60) days written notice of his intent to terminate the Agreement.

D. Termination Due to Disability. In the event that Miller dies or becomes disabled from performing all of his essential duties with or without reasonable accommodation for a period in excess of ninety (90) consecutive calendar days or one hundred eighty (180) days in the aggregate, the Town shall have the right to terminate this Agreement and his employment as Chief Administrative Officer; provided, however, that his employment will not be terminated under this provision if he suffers a serious illness or injury, and at the end of the 90-day or 180-day period of disability, as the case may be, based on the medical evidence, there is a reasonable expectation that he will be able to return to full duty as Chief Administrative Officer within the next 90 calendar days.

E. Termination Due to Death. If Miller dies during the Term, the Town's sole obligation to the Miller shall be to pay or provide to the Miller's legal representatives: (a) salary to the extent the salary has accrued and remains payable up to the date of Miller's death; (b) any accrued and unpaid bonus for completed fiscal years or completed months; (c) unreimbursed expenses; (d) any benefits to which Miller or his heirs or legal representatives are entitled under and in accordance with the terms of any employee benefits plan or programs maintained by the Town, including payment for any accrued an unused vacation time.

9. Indemnifications

The Town will protect and save harmless Miller in accordance with and to the extent required by the provisions of Connecticut General Statutes § 7-101a and will indemnify him in accordance with and to the extent required by the provisions of Connecticut General Statutes § 7-465.

10. General Provisions

A. Withholding: All payments under this Agreement to Miller or to his estate or beneficiaries are subject to withholding, deductions, and contributions as may be required by law. Miller is solely responsible for the payment of all income and other taxes relating to the payment of compensation and benefits paid to him hereunder, except employer payroll taxes.

B. Code Section 409A: IRC Section 409A: It is intended that this Agreement complies with Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and interpretive guidance thereunder, including the exemptions for separation pay arrangements and short-term deferrals, and that this Agreement be interpreted and construed in a manner that does not result in the imposition of additional taxes, penalties or interest under Section 409A.

C. Entire Agreement, Modification, Governing Law: Miller is subject to and must comply with all rules, regulations and policies of the Town and to all directives of the First Selectperson. This Agreement has been jointly drafted by the parties and will be interpreted in accordance with and governed by the laws of the State of Connecticut. If any provision of this Agreement is found to be invalid, all other provisions will remain effective and binding upon both the Town and Miller.

This Agreement constitutes the entire agreement between the parties concerning Miller's employment with the Town and supersedes all prior understandings and agreements concerning the terms and conditions of Miller's employment. This Agreement may only be amended or modified in a writing signed by both parties.

SO AGREED.



W. Kurt Miller

Date: July 21, 2023

Town of Seymour



Annmarie Drugonis
First Selectwoman

Date: July 21, 2023

PERSONNEL ACTIVITY REPORT

Name: Miller, William K.

Employ Date: 8/1/2023

Social Security #: XXX-XX-1679

Effective Date: 8/1/2023

Employee #: 000683

Last Day Work:

TO

Job Title: Chief Administrative Officer

Job Code: CHF ADM

Class: N/A

Step: N/A

Affiliation: Z

Standard Hours: 35

Hourly Rate: \$72.52

Annual Salary: \$132,000

Account Number:

Position Control Number:

Reason: New Hire

Explanation:

Name of Employee Being Replaced: Rory Burke

Signature

Personnel Department



Department Head



FOR PERSONNEL USE ONLY

Date of First Payment:

Check Dated:

Date of Reclass Change:

Check Dated:

Total Retro Paid:

Check Dated:

Advertising Request

☐

I DO wish to have the position Advertised

☐

I DO NOT wish to have the position Advertised

If not, State Reason

Department Head Signature