

EMPLOYMENT AGREEMENT

This agreement is made effective June 6th, 2016, by and between the Town of Norwich, a municipal corporation organized and existing under the laws of the State of Vermont, hereinafter called the TOWN, and David Ormiston of Burke, in the State of Vermont, hereinafter called EMPLOYEE.

In Consideration of the mutual promises and undertakings of the parties hereinafter set forth, the parties agree as follows:

1. DUTIES

- a) The TOWN hereby hires EMPLOYEE to serve as the Interim Norwich Town Manager and to exercise the powers and duties of that position as set forth in Vermont law. Employee agrees to serve as Norwich Town Manager beginning upon the above date. The parties understand that this is an interim period during which the Town will seek to locate and hire a permanent Town Manager.
- b) EMPLOYEE shall exercise the powers and perform the duties of the Manager as set forth in Chapter 37 of Title 24 of the Vermont Statutes Annotated and such other powers and duties as may be provided for under Vermont law.

2. DURATION OF AGREEMENT

The duration of this agreement shall be from the date above until January 31, 2017, subject to the terms hereinbelow.

3. PERFORMANCE AND SALARY

The TOWN shall pay to the EMPLOYEE an annual salary of \$83,200, which is fixed for the duration of this Agreement. All salary hereunder shall be payable in equal installments at the same time as other employees of the TOWN are paid.

4. FULL TIME

EMPLOYEE shall devote his full time and effort to the performance of his duties as Town Manager, which shall be based on a five day work week of Monday through Friday. The TOWN shall not be responsible for payment of any compensatory time and there shall be no accumulation of such time.

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5. AUTOMOBILE MILEAGE

The TOWN shall provide to EMPLOYEE monthly reimbursements for automobile mileage incurred by EMPLOYEE for Town work. Reimbursement for such mileage shall be at the rate of 00.54 per mile. EMPLOYEE will not be reimbursed for time or mileage commuting to and from work.

6. PHONE

THE TOWN shall provide a cell phone for EMPLOYEE to use for Town business. The cell phone shall be turned over by EMPLOYEE to the TOWN immediately upon cessation of work hereunder.

7. RESIGNATION/REMOVAL

EMPLOYEE agrees to give the TOWN 30 days notice of his resignation, and TOWN agrees to give EMPLOYEE 30 days notice of his removal, either of which may be exercised without cause during the term of this Agreement. During the transition period EMPLOYEE shall devote his full time and efforts to the position of Town Manager and will not absent himself from the TOWN or from the administration of the town government. The parties recognize that in the event of EMPLOYEE resignation or removal, the 30-day transition period is a crucial time for Town government.

8. TEMPORARY ACTING MANAGER

The Town Selectboard shall have the right to appoint a Town employee as Acting Town Manager in the event EMPLOYEE is absent from the TOWN for any period of time or is ill or otherwise unable to serve.

9. BUSINESS EXPENSE

The TOWN shall reimburse EMPLOYEE for all reasonable employment-related expenses, including but not limited to meals, telephone calls, parking fees, tolls, civic club memberships, and subscriptions.

10. BINDING EFFECT

This Agreement shall be binding on the TOWN and EMPLOYEE and on their successors, assigns and heirs.

11. LAW GOVERNING

This agreement shall be construed and governed by the laws of the State of Vermont as to interpretation and as to performance.

12. SEVERABILITY CLAUSE

Should any provision of these policies be held to violate a Federal or State law, only those specific provisions shall be invalid, and all other provisions shall remain in full force.

13. MODIFICATION OF AGREEMENT

No change or modification of this Agreement shall be valid unless it is in writing and signed by both of the parties.

14. CONDITIONAL FACTORS

This Agreement shall be conditional based upon the EMPLOYEE successfully completing a background investigation.

15. BENEFITS

TOWN shall provide to EMPLOYEE the benefits set forth in the Norwich Personnel Policies dated July 1, 2006 and last updated September 7, 2010, as modified by Schedules A and B attached hereto and incorporated herein.

The parties hereunto have set their hands and to this instrument the day and year first above written.

TOWN OF NORWICH

EMPLOYEE


Linda Cook, Selectboard Chair


David Ormiston

SCHEDULE A

Town of Norwich/David Ormiston

Employment Agreement

June 2016

2016 Health Insurance

2016	BCBS Exchange						BCBS Blue Rewards			
	Deductible Plans				HDHPs		Gold	Silver	Bronze	Gold
Plan (Monthly)	Platinum	Gold	Silver	Bronze	Silver	Bronze	BFY	BFY	CDHP BFY	CDHP BFY
Single	656.63	573.36	484.49	409.17	468.90	406.84	531.33	465.16	401.92	506.32
Couple	1,313.26	1,146.72	968.98	818.34	937.80	813.68	1,062.66	930.32	803.84	1,012.64
Parent and Child(ren)	1,267.30	1,106.58	935.07	789.70	904.98	785.20	1,025.47	897.76	775.71	977.20
Family	1,845.13	1,611.14	1,361.42	1,149.77	1,317.61	1,143.22	1,493.04	1,307.10	1,129.40	1,422.76
Town Contribution (Monthly)										
Single	636.92	638.15	629.65	624.85	628.04	622.25	635.48	634.95	630.39	635.48
Couple	1,113.84	1,116.30	1,099.35	1,089.70	1,096.07	1,084.50	1,110.96	1,109.90	1,100.77	1,110.96
Parent and Child(ren)	1,096.26	1,098.63	1,082.23	1,072.96	1,079.11	1,067.94	1,093.48	1,092.46	1,083.65	1,093.48
Family	1,603.75	1,607.20	1,583.32	1,569.83	1,578.78	1,562.52	1,599.70	1,598.21	1,585.39	1,599.70
Over/Under										
Single	(19.71)	64.79	145.16	215.68	159.14	215.41	104.15	169.79	228.47	129.16
Couple	(199.42)	(30.42)	130.37	271.36	158.27	270.82	48.30	179.58	296.93	98.32
Parent and Child(ren)	(171.04)	(7.95)	147.16	283.26	174.13	282.74	68.01	194.70	307.94	116.28
Family	(241.39)	(3.94)	221.90	420.06	261.17	419.30	106.66	291.11	455.99	176.94
Annual (HRA/HSA)	HRA	HRA	HRA	HRA	HRA/HSA	HRA/HSA	HRA	HRA	HRA/HSA	HRA/HSA
Single	(236.52)	777.48	1,741.92	2,588.16	1,909.62	2,584.92	1,249.80	2,037.48	2,741.58	1,549.92
Couple	(2,393.04)	(365.04)	1,564.44	3,256.32	1,899.24	3,249.84	579.60	2,154.96	3,563.16	1,179.84
Parent and Child(ren)	(2,052.48)	(95.46)	1,765.86	3,399.12	2,089.56	3,392.88	816.12	2,336.34	3,695.22	1,395.36
Family	(2,896.62)	(47.28)	2,662.80	5,040.72	3,134.04	5,031.60	1,279.92	3,493.32	5,471.82	2,123.28

Notes:

BFY - Blue for You

CDHP - Consumer-Directed Health Plan Blue for You

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SCHEDULE B

(Norwich - David Ormiston Employment Agreement)

HOLIDAYS

Employee shall be compensated for the following holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Labor Day	First Monday in September
Independence Day	July 4
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

LEAVES

A. Vacation:

Employee is entitled to accrue vacation time for each completed month of service as follows:

<u>Length of Service</u> <u>(Years)</u>	<u>Vacation Time Per Year</u>		<u>Accumulated Rate Per Month</u>	
	<u>Days</u>	<u>Hours</u>	<u>Days</u>	<u>Hours</u>
1 through 6	10	80	0.833	6.664

B. Leaves for Reasons of Illness and Non-Occupational Injury

Leave for illness with pay shall be granted to Employee at the rate of one day (eight hours) per month (twelve days per year) and shall accumulate to a maximum of thirty-six days (288 hours).

C. Dental and Medical Appointments

Employee may be granted up to two hours leave to attend personal medical and dental appointments, or other illness prevention measures. This appointment leave shall not be used to attend to the personal care of a relative.

There is no additional accrual of leave time other than as stated in this Schedule B.

OTHER BENEFITS

A. Employee shall receive the health benefit options available to other town employees, per Exhibit A.

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- B. Dental Insurance
Town pays \$34.27/month for Employee only.
- C. Vision Service Plan
Employee pays. No Town contribution.

RETIREMENT

The Employment Agreement does not include the retirement benefits as set forth in the Town Personnel Policies, or any other retirement benefits.

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