

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF READING
AND
FIDEL MALTEZ
FOR SERVICES AS
TOWN MANAGER**

THIS AGREEMENT, entered into by and between the Town of Reading, a municipal corporation having a principal place of business at Town Hall, 16 Lowell Street, Reading, Massachusetts, 01867, hereinafter called the "Town," acting by and through its Select Board, hereinafter called "Board", and Fidel Maltez, hereinafter called "Town Manager", sets forth as follows:

WITNESSETH

WHEREAS, on January 4, 2022, the Reading Select Board, on behalf of the Town, executed a contract with Fidel Maltez for him to serve as the Town Manager of the Town of Reading (the "2022 Contract");

WHEREAS, the 2022 Contract commenced on February 14, 2022 and remains in full force and effect until February 13, 2025;

WHEREAS, the Town and the Town Manager desire to rescind the 2022 Contract as of 11:59 P.M. on February 13, 2023 and execute a new three year contract, commencing on February 14, 2023 at 12:00 A.M.;

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws, may contract with the Town Manager for such services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I, Functions and Duties of the Town Manager.

Fidel Maltez shall assume and perform the duties of the Town Manager as defined in Town of Reading Home Rule Charter Article 5.

Section II, Prior Agreements and Term of Contract.

The Town and the Town Manager agree that as of 11:59 P.M., the 2022 Contract is rescinded. This Agreement shall become effective February 14, 2023 at 12:00 A.M. ("Effective Date") and shall be in full force and effect until February 13, 2026.

Section III, Termination and Severance Pay.

- A. If the Select Board wishes to terminate the services of the Town Manager prior to the expiration of this Agreement, the provisions of the Town of Reading Home Rule Charter, Section 5.5, shall be used.

In the event the Town Manager is terminated by the Town without cause prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to the Town Manager a lump sum cash payment equal to six (6) months' aggregate salary, which amount shall be paid to the Town Manager at the next regular pay period after the effective date of termination of his employment. This benefit shall not be available if the Town Manager is terminated for negligence, malfeasance, or gross misconduct in office or for a reason that significantly interferes with the effective administration of his duties as Town Manager.

- B. In the event the Town Manager voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town six (6) months' written notice in advance. A copy of the resignation shall be filed with the Town Clerk.
- C. All benefits expire as of the last day of employment with the Town. The Town Manager will be eligible for a continuation of health benefits (COBRA) as required by law.

Section IV, Salary.

- A. The Town Manager is a salaried officer of the Town. The Town shall pay the Town Manager for services rendered under this Agreement (the "Salary"):

(a) effective February 14, 2023, and continuing through February 13, 2024: \$218,000.00; and

(b) effective February 14, 2024, and continuing through February 13, 2025: \$224,540.00, which represents a 3% increase from Salary year 1; and

(c) effective February 14, 2025, and continuing through February 13, 2026: \$231,276.20, which represents a 3% increase from Salary year 2.

The payments outlined in Section IV.A.(a)-(c), above, shall be subject to applicable withholdings and deductions, payable in installments at the same time as other non-union employees of the Town are paid.

- B. The salaries set forth in Section IV.A (b)-(c) are conditioned upon and subject to adequate appropriation by Town Meeting and a satisfactory evaluation pursuant to Section V.
- C. The Town shall provide the Town Manager with an annual vehicle allowance of \$7,000.00 paid consistent with payroll. This allowance shall provide for all necessary travel mileage, tolls, insurance, and related costs. The Town Manager agrees to maintain automobile insurance coverage in the following minimum amounts:
 - (a) Bodily Injury: \$100,000/300,000
 - (b) Property Damage: \$25,000
- D. The Town agrees to contribute to a 457(b), 401(a) or similar deferred compensation plan in the amounts specified below:
 - (a) effective February 14, 2023, and continuing through February 13, 2024: \$2,500.00;
 - (b) effective February 14, 2024 and continuing through February 13, 2025: \$5,000.00; and
 - (c) effective February 14, 2025 and continuing through February 13, 2026: \$5,000.00.

Section V, Town Manager Evaluation.

- A. The Board shall annually review and evaluate the Town Manager no later than February 14 of each year, with the first evaluation pursuant to this Agreement taking place before February 14, 2024. This review and evaluation shall include a “360 degree assessment” with solicited subjective feedback from the Superintendent of Schools, the Library Director, and, to be designated by the Select Board, at least five direct reports, at least three of whom are Department Heads. The Select Board members shall also submit evaluation forms. These forms shall be submitted to a staff member, designated by the Select Board, or the Chair, and compiled into a composite evaluation. The composite evaluation shall be a public record. The Town Manager shall have an opportunity to discuss the evaluation and the results of the assessment with the Select Board. The Town Manager shall provide a written self-assessment as part of this process.
- B. Annually the Board and the Town Manager shall define the Town Manager goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board’s policy objectives and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable

within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

Section VI, Hours of Work.

- A. The Town Manager will devote full-time and attention to the business of the Town and will not engage in any other business or occupation, except with the written approval of the Board. It is understood that the Town Manager shall regularly participate in all Select Board meetings and other meetings where his attendance would be beneficial to the orderly conduct of the Town's business and operations. The Town Manager shall attend all Town Meetings.
- B. Except as expressly authorized in the Charter, the Town Manager shall not hold any other public elective or appointive office in the Town; provided, however, that, with the approval of the Board, the Town Manager may serve as the Town's representative to regional boards, commissions, or similar entities, but shall not receive any additional salary from the Town for such services.
- C. It is recognized that the Town Manager must devote a great deal of time outside of normal office hours to the business of the Town, and that, as a result, the Town Manager may adjust his normal office hours accordingly as he deems appropriate.

Section VII, Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty and Disability Insurance.

- A. The Town shall provide the Town Manager a health insurance policy identical to other Town employees. The Town's contribution toward such health insurance policy shall be the same as that made to other non-union Town employees in a similar plan.
- B. The Town will provide to the Town Manager the same disability and life insurance policies as it does to other non-union Town employees.
- C. The Town shall provide the Town Manager with four (4) weeks of vacation time, calculated as twenty (20) days, based on a 40-hour work week, in accordance with the provisions of the Town's personnel policies and procedures which apply to other non-union employees. The Town Manager shall also be provided sick leave, holiday leave, personal leave, bereavement leave and jury duty in accordance with the Town's personnel policies and procedures which apply to other non-union employees. The Town Manager should notify the Select Board as soon as possible if he plans to take more than one consecutive day of vacation, sick leave, holiday leave, personal leave, or bereavement leave, and prior to any scheduled jury duty.

- D. If the Town Manager chooses to attend the International City/County Management Association's (I.C.M.A.) Annual Conference or other professional conferences, or elects to enroll in the Senior Executives in State and Local Government program at the Harvard Kennedy School, time spent at such conferences or program shall not be deducted from his vacation leave and shall be considered as compensated leave for professional development. The Town Manager shall notify the Chair of the Board of his planned absence immediately upon registering for the conference or enrolling said course.

Section VIII, Professional Development

- A. The Town Manager shall at all times be a member in good standing of the I.C.M.A. The Town agrees to budget and pay all professional dues and subscriptions for the Town Manager necessary for membership in the I.C.M.A., and the Massachusetts Municipal Management Association, and, with the approval of the Select Board, any other professional organizations deemed necessary and desirable for his continued professional participation, growth, and advancement for the good of the Town.
- B. The Town agrees to pay for the registration, travel and subsistence expenses of the Town Manager for short courses, institutes and seminars that are necessary for his professional development subject to availability of funds within the budget, provided, however, that Select Board approval shall be required for attendance at any course, institutes or seminars that costs \$1,500 or greater. Notwithstanding the above, upon the written request of the Town Manager, the Town shall pay \$1,900 towards the Town Manager's enrollment in the Senior Executives in State and Local Government program at the Harvard Kennedy School.
- C. The Town shall pay the Town Manager's registration fees(s), travel and subsistence expenses to and from the I.C.M.A. Annual Conference, Massachusetts Municipal Association Annual Conference, and the Massachusetts Municipal Management Association's Annual Spring Conference.

Section IX, Indemnification.

Subject to the terms and provisions of M.G.L. c.258, §13 and all other applicable law, the Town shall defend, save harmless, and indemnify the Town Manager against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Town Manager, even if said claim has been made following his termination from employment, provided that the Town Manager acted within the scope of his duties. Subject to the provisions of said statute, the Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or

suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager.

The Town shall reimburse the Town Manager for any reasonable attorneys' fees and costs incurred by the Town Manager in connection with such claims or suits involving the Town Manager in his professional capacity, provided that the Select Board agrees to the chosen attorney and representation for the Town Manager is not available from the Town's insurer.

This section shall survive the termination of this Agreement.

Section X, Renewal of Town Manager

If the Board decides to renew the Town Manager, the Board and the Town Manager shall negotiate in good faith in sufficient time so as to be in a position to agree upon and execute a new contract at least six (6) months in advance of the expiration of this Agreement.

Section XI, Other Terms and Conditions of Employment.

- A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.
- B. All other general provisions of the Town's Bylaws or Personnel Rules and Regulations relating to fringe benefits shall also apply to the Town Manager as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.
- C. This Agreement shall prevail over any conflicting personnel provisions of the Town Bylaws or Rules and Regulations.

Section XII, No Reduction in Benefits.

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Manager, except to the degree such a reduction is across the board for all other non-union employees of the Town.

Section XIII, Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. TOWN: Select Board
16 Lowell Street
Reading, MA 01867

2. TOWN MANAGER: Fidel Maltez

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section XIV, General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Manager.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. For the purposes of federal Fair Labor Standards Act and the Massachusetts Wage and Hour Law, the Town Manager is designated as an "exempt employee."
- E. This Agreement may be amended at any time by written amendment executed by both parties.
- F. This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Town of Reading, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Select Board and duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate.

TOWN OF READING
Acting by and through
Its Select Board



Mark L. Dockser, Chair



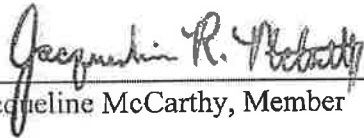
Karen Herrick, Vice Chair



Christopher Haley, Secretary



Carlo Bacci, Member



Jacqueline McCarthy, Member

TOWN MANAGER


Fidel Maltez

DATE: February 7, 2023