

EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF WATERTOWN AND
GEORGE J. PROAKIS

This agreement is made this 23rd day of June, 2026 in accordance with the provisions of G.L. c. 41, Section 108N and Section 3-1 of the Watertown Home Rule Charter, between the City of Watertown, a municipal corporation, acting by and through its City Council (hereinafter referred to as “the Council”) and George J. Proakis (hereinafter referred to as “the Manager”),

In consideration of the mutual promises and covenants contained herein, the Council and the Manager agree as follows:

1. Duties. In accordance with the authority of the Council under the provisions of the Watertown Home Rule Charter, the Council hereby continues to employ George J. Proakis as the City Manager. Mr. Proakis shall perform the duties and have the powers that are designated in Charter Section 3-2, and shall perform such other duties and tasks as the Council may assign to him by vote, ordinance or resolution. For the purposes of the Fair Labor Standards Act, the Manager shall be an “exempt employee”.
2. Term of the Agreement. The term of this Agreement shall be from August 15, 2026 to August 14, 2030. Nothing in the Agreement shall limit the authority of the Council to terminate the employment of the Manager in accordance with the Charter and any applicable ordinances.
 - a. To ensure continuity in management for the City, the Council and the Manager shall notify each other in writing whether or not they intend to renew this Agreement no later than six months prior to the end date of this Agreement, i.e. by February 14, 2030. Provided that each party has notified the other of their desire to commence negotiations for a successor contract:
 - i. The parties will endeavor to reach agreement on a successor contract no less than three months prior to the end date of this Agreement, i.e. by May, 14, 2030.
 - ii. In the event the parties agree to renewal but are unable to reach agreement on a successor contract by May 14, 2030, this Agreement shall automatically renew for an additional year (until August 14, 2031), unless the timeframe for negotiation is mutually extended by the parties.
3. Suspension, Termination and Severance Compensation.
 - a. The Council may suspend or terminate the Manager in accordance with the Charter and any procedure the Council shall adopt by ordinance. During any period of suspension, the Manager’s health insurance benefit shall not be affected unless otherwise required by the provisions of G.L. c. 32B. Vacation leave and sick leave shall not accrue during any suspension, but may be restored by act of the Council.

- b. In the event the Council terminates the employment of the Manager, the Manager shall be entitled to receive the equivalent of twelve months of his salary calculated at his then current salary rate as his sole and exclusive severance compensation. This compensation shall be payable in either a lump sum or periodic payments over no more than twelve months, as the Council shall determine. The Manager shall not be entitled to any additional severance payment or compensation in the event of such termination. In the event the Manager is terminated for criminal conduct or gross misconduct, the Manager shall not be entitled to any severance compensation.
 - c. The Manager may request to end the term of this Agreement early. To end the term of this Agreement before the end date, the Manager must provide 90 days' prior notice to the Council and the Council must approve the Manager's request made under this subparagraph c. The Council will not unreasonably withhold its approval. Such early termination by the Manager shall not trigger severance compensation as otherwise contemplated in subparagraph b herein.
- 4. Salary. The Council shall set the salary of the Manager by ordinance. The Council shall cause the Manager's salary to be paid with the same frequency as the salaries of non-unionized department heads of the City.
 - a. Effective August 15, 2026, the salary of the Manager shall be set at \$255,668
 - b. Effective July 1, 2027, the salary of the Manager shall be set at \$267,173
 - c. Effective July 1, 2028, the Council shall consider adjusting the salary of the Manager following any performance evaluation the Council may conduct or cause to be conducted.
 - d. No reduction in salary or benefits shall occur during this Agreement except to the degree such a reduction is part of a general reduction of benefits to the City's non-unionized administrators.
- 5. Automobile allowance. In recognition that the Manager's duties require that a vehicle be used and mileage incurred, the Council shall provide the Manager with an annual car allowance. Such allowance shall be \$4000 annually, and shall be paid with the same frequency as the salaries of non-unionized department heads of the City. The Manager shall be responsible for all costs of operation, maintenance and repair of his vehicle.
- 6. Vacation Leave. The Manager will accrue vacation leave at the rate of 2.083 days for each complete month of service, the equivalent of twenty-five days each calendar year. The Manager may carry forward from one calendar year to the next calendar year no more than one week of unused vacation leave. The Manager may, at his option, elect to have the City "buy back" up to five (5) vacation days per year. This buy back will be subject to all legally required withholdings. The Manager shall obtain prior approval from the Council President before utilizing more than two consecutive weeks of vacation leave.
- 7. Sick Leave. The Manager shall accrue sick leave at the monthly rate of 1.25 days for each complete month of service, the equivalent of fifteen days each calendar year. If the Manager's employment is concluded by his death or retirement, but under no other circumstance, the Council shall buy back the Manager's accrued sick leave balance at the rate of 25% of its value, up to a maximum of \$6,500.00 (six thousand five hundred

dollars). If the Manager wishes to resume employment with the City within three years after his retirement, he must first reimburse the City the buyback paid to him when he retired. Upon receipt of this reimbursement, the Council shall restore the Manager's accrued sick leave balance to its level prior to the Manager's retirement.

8. Other Leave. The Manager shall be eligible for jury duty, bereavement leave, personal leave and holidays at the same level as non-unionized administrators employed by the City.
9. Other Benefit Programs.
 - a. The Manager shall be eligible for the group insurance program available to other non-unionized administrators of the City at the same premium cost as said City administrators.
 - b. The City shall reimburse the Manager up to \$3,000 annually for premiums for personal long-term disability insurance that he shall obtain.
 - c. The Council shall contribute regularly to a Deferred Compensation Plan in an annual amount equal to \$15,000.
 - d. All provisions of law of the Commonwealth of Massachusetts and the City related to retirement benefits shall apply to the Manager as they generally apply to regular employees of the City.
10. Professional Development. In recognition of the importance of ongoing professional development on the part of the Manager, the Council shall pay the cost of dues for membership in the Massachusetts Municipal Management Association (MMMA), the International City Management Association (ICMA), the American Planning Association (APA) and the Manager's certification dues in the American Institute of Certified Planners (AICP), and subject to the prior approval of the Council President, such other professional associations related to the Manager's professional development. The Council shall pay for subscriptions to professional journals associated with full participation as an active member of such associations. The Council agrees to pay reasonable costs of travel, food and lodging directly associated with the Manager's participation in the ICMA annual conference, the MMA annual conference and an annual conference that will permit the Manager to maintain AICP continuing education credits. Subject to the prior approval of the Council President, the Council will also pay the reasonable costs of travel, food and lodging directly associated with the Manager's participation in such other professional association conferences that would be beneficial to his professional development.
11. Teaching. The Manager shall not be barred from engaging in occasional work limited to teaching as an adjunct lecturer or professor, not in conflict with his official duties, provided such work is performed after the normal business hours and/or on days of leave from work. The Manager shall notify the Council President of all such outside employment prior to its commitment. It is understood and agreed that the Manager's primary professional responsibilities are to the City and such outside teaching will only be undertaken if it constitutes no interference with or diminishment to his primary duty to the City. This provision constitutes the Council's approval of this activity pursuant to Section 3-1(b) of the City Charter. If the Manager seeks to be involved in other

professional work, such work will require approval in advance from the Council, per Section 3-1(b) of the City Charter.

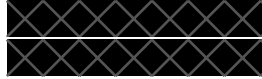
12. General Expenses. The Council shall cause the City to reimburse the Manager for usual expenses incurred in the performance of his duties. Such expenses shall be evidenced by receipts, petty cash vouchers, statements or personal affidavits.
13. Performance Evaluation. The Council shall evaluate the performance of the Manager during July of each year and at such other times as the Council may determine. The Council will review with the Manager the written evaluation tool to be used in the evaluation process as well as the criteria upon which his performance will be evaluated and will consider the Manager's suggestions for appropriate and additional criteria upon which the evaluation might be based. The evaluation tool will be completed by September 15th of each year of the contract.
 - a. The Manager will receive a copy of the completed evaluation, and a copy shall be placed in the Manager's personnel file. Upon the conclusion of the evaluation, and at such other times as it deems appropriate, the Council shall identify goals and performance objectives for the next evaluation of the Manager's performance.
14. Indemnification. The parties acknowledge that the City has accepted G.L. c. 258 regarding indemnification of municipal officials. Pursuant to G.L. c. 258, the Council shall cause the City to defend, indemnify, and safe harmless the Manager from personal financial loss, all damages and expenses including reasonable legal fees and costs, if any, in an amount not to exceed one million dollars, arising out of any claim, demand, suit, award, compromise, settlement or judgement by reason of any act or omission if at the time of such act or omission the Manager was acting within the scope of his official duties or employment. In the event separate counsel for the Manager is recommended by the City Attorney and/or insurer, separate counsel will be provided by the City.
 - a. This section 14 shall survive termination of the agreement.
 - b. In the event the Manager is requested by the City, after the termination of this agreement, to actively participate in any matter, including but not limited to testifying in any legal proceeding, related to his duties and responsibilities while serving as Manager, the Council shall compensate the Manager on an hour for hour basis. Said rate will be determined by converting the annual salary in effect at the termination of this agreement into an hourly rate using a 40 hours per week, 52 weeks a year basis. In addition, the Manager will be reimbursed for any reasonable expenses incurred by him in relation to such participation.
15. General Provisions. This agreement constitutes the entire agreement between the Council and the Manager. In the event any provision of this agreement is held to be invalid or unenforceable, the remainder of this agreement shall not be affected and shall remain in full force and effect. If there is any conflict between this agreement and the Charter, the Charter shall govern.
16. 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:

CITY: City Council President

City of Watertown
City Hall
149 Main Street
Watertown, MA 02472

CITY MANAGER:

George J. Proakis



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 such written notice is placed in the United States postal mail.

IN WITNESS WHEREOF, the Council President, acting through a majority of its City Council, and the manager have signed and executed this Agreement on the date written above.

City of Watertown
City Council

Mark S. Sideris, Council President

George J. Proakis, Manager

Approved as to Form

City Attorney