

EMPLOYMENT AGREEMENT

BY AND BETWEEN

THE TOWN OF ARLINGTON

BOARD OF SELECTMEN

AND

RICHARD VISCAY

JUNE 2015

This Employment Agreement (hereinafter referred to as “this “AGREEMENT”) is made between the Town of Arlington (hereinafter “Town”), acting through the Board of Selectmen, and Richard Viscay (hereinafter “Mr. Viscay”) and pursuant to the provisions of Chapter 41 Section 108N of the Massachusetts General Laws.

1. EMPLOYMENT. The Town agrees to employ Mr. Viscay as the Comptroller for the Town of Arlington and Mr. Viscay agrees to accept such employment on the terms and conditions contained in this AGREEMENT.
2. TERM OF EMPLOYMENT. The term of this agreement shall be for three consecutive (3) years, commencing on August 15, 2015, and concluding on July 31, 2018. The expiration date shall automatically extend for one year, to July 31, 2019, unless written notification of intention on non-renewal is received on or before January 31, 2018. Additionally the expiration date shall automatically extend for an additional year to July 31, 2020, unless written notification of intention on non-renewal is received before January 31, 2019. Mr. Viscay’s appointment shall be subject to renewal at the Board of Selectmen’s sole discretion.
3. DUTIES AND RESPONSIBILITIES. Mr. Viscay agrees to devote his full time and attention to the performance of his duties as Comptroller for the Town and he shall perform all the duties and responsibilities of the Comptroller, including those required by the General Laws of Massachusetts and the Town of Arlington’s By-laws, proficiently and to the satisfaction of the Board of Selectmen, including those duties and responsibilities outlined in the job description for Comptroller as such may be amended from time to time, and other duties and responsibilities as directed by the Board of Selectmen.

In his capacity as Comptroller Mr. Viscay shall also serve as Secretary Ex-Officio of the Arlington Retirement Board, fulfilling all appropriate duties related to such position, and shall receive a stipend for the fulfillment of such duties.

Mr. Viscay understands and agrees that while much of his work will be performed during regular business hours, the responsibilities and duties of the Comptroller also include work during evening hours and on weekends.

4. SALARY AND RETIREMENT BOARD STIPEND. The Town shall pay Mr. Viscay a salary of one-hundred twenty-two thousand dollars (\$122,000.00) for a full 12-month period of work commencing with the first day of Mr. Viscay's employment with the Town. On his one-year anniversary his salary shall be increased to one-hundred twenty-six thousand four-hundred and eighty dollars (\$126,480.00). On his two-year anniversary his salary shall be increased to one-hundred thirty-one thousand and fifty dollars (\$131,050). The Town shall also pay Mr. Viscay an annual stipend of Four Thousand Five Hundred dollars (\$4,500.00) for his work as Secretary Ex-Officio of the Arlington Retirement Board. Such salary and stipend shall be paid in equal installments in accordance with the procedures governing the Town's Classification and Compensation Plan and payment of other department heads in the Town. Such salary and stipend shall be prorated for work of less than a full 12-month period and shall be subject to deductions for state and federal taxes and other withholdings required by law or authorized by Mr. Viscay. Mr. Viscay understands and agrees that the position of Comptroller is exempt from overtime under the Fair Labor Standards Act ("FLSA") and state law. Therefore, Mr. Viscay is not eligible for overtime pay and is not entitled to accrue compensatory time in lieu of overtime pay.
5. DEFERRED COMPENSATION. The Town agrees to execute the necessary agreement(s) provided by the International City Management Association Retirement Corporation ("ICMA-RC") for Mr. Viscay's participation in the ICMA-RC 401(a) retirement plan. Effective August 1, 2015 and provided that Mr. Viscay has not received a negative performance evaluation, the Town will pay six-thousand dollars (\$6,000) annually through equal installments as outlined in paragraph #4 into the ICMA-RC on behalf of Mr. Viscay. The Town agrees to transfer ownership of Mr. Viscay's balance under the ICMA-RC plan to Mr. Viscay's successor employer upon Mr. Viscay's separation from employment with the Town of Arlington and after receiving written notice to do so from Mr. Viscay.
6. PROBATIONARY PERIOD. Mr. Viscay shall be a probationary employee for a period of six (6) months from the date he commences employment with the Town.

7. PERFORMANCE EVALUATION. In consultation with Mr. Viscay, the Board shall evaluate Mr. Viscay's performance at least once per Contract Year.
8. TERMINATION AND SEVERANCE. In accordance with Section 4 of the Town Manager Act of the Town of Arlington, the Board of Selectmen shall have the right at any time to remove Mr. Viscay from the position of Comptroller and terminate Mr. Viscay's employment with the Town and this AGREEMENT by giving Mr. Viscay twenty (20) working days' notice in writing setting forth the cause for such removal. Should the Board terminate Mr. Viscay's employment without cause he shall be entitled to payment equal to three (3) months base salary (excluding deferred compensation). Mr. Viscay shall also be compensated for all earned and unused vacation leave at the time of his termination. In the event Mr. Viscay wishes to terminate this AGREEMENT and his employment with the Town, he shall give the Board of Selectmen twenty (20) working days' written notice. For purposes of notice pursuant to this section #7, "working days" shall include all Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays, but shall exclude all legal holidays. The provisions of this paragraph #7 shall survive the termination of this Agreement.
9. FRINGE BENEFITS AND LEAVE ENTITLEMENT. Except where this Agreement provides otherwise, Mr. Viscay shall be eligible for other benefits under Town By-Laws, as such may be amended from time to time, for management/non-bargaining unit employees including but not limited to personal days.
 - a. Sick Leave – Upon employment Mr. Viscay shall be credited with thirty (30) days of sick leave. Mr. Viscay shall not start accruing the additional 1.25 sick days per month until his one-year anniversary on August 1, 2016. There shall be no buy back of accrued unused sick leave.
 - b. Vacation Leave – Upon employment Mr. Viscay shall be credited with ten (10) days of vacation leave. On January 1, 2016 Mr. Viscay shall be awarded twenty-five (25) days of vacation. Mr. Viscay shall be allowed to carry over vacation time from one year to the next; carried over vacation time shall be use or lose by April 30th, consistent with town bylaw.
10. PROFESSIONAL DEVELOPMENT. The Town and Mr. Viscay recognize the important of professional development for the Town Comptroller while being cognizant of budget constraints. Therefore the Board agrees to pay for the reasonable and necessary costs associated with the dues, registration and travel for Mr. Viscay to attend Massachusetts Government Finance Officers Association meetings. The Board may approve additional professional development activities for Mr. Viscay, such as programs, seminars, course, and/or conferences, which Mr. Viscay may from time to time propose,

and the Board may pay for the reasonable and necessary costs associated with Mr. Viscay's attendance and travel to such approved activities.

11. NOTICES. All notices required or desired to be given under this AGREEMENT will be deemed to be served if in writing and delivered by in-hand delivery or sent by certified mail. Notices to Mr. Viscay that are sent by certified mail shall be sent to Mr. Viscay's residence on record in the Town's Human Resources Department. Notices to the Board of Selectmen that are sent by certified mail shall be addressed to the Office of the Board of Selectmen in the Arlington Town Hall.
12. ENTIRE AGREEMENT. This AGREEMENT contains the entire agreement between the Town and Mr. Viscay and there have been no inducements, promises, terms, conditions, or obligations, written or oral, made or entered into by either party other than those set forth in this AGREEMENT. No modification of this AGREEMENT shall be effective unless and until it is in writing and signed by Mr. Viscay and the Board of Selectmen.
13. TOWN MANAGER ACT. If any term(s) or provision(s) of this AGREEMENT are inconsistent with or conflict with any term(s) or provision(s) in the Town Manager Act of the Town of Arlington ("Town Manager Act"), the Town Manager Act shall be controlling, and the term(s) and/or provision(s) in this AGREEMENT that are inconsistent with or conflict with the Town Manager Act shall have no force and effect.
14. SEVERABILITY. If any term(s) or provision(s) of this AGREEMENT are held to be invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.
15. GOVERNING LAW. This AGREEMENT shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.
16. COUNTERPARTS. This AGREEMENT shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed to be one and the same instrument.

The signatures below indicate agreement to all of the terms and provisions in this Employment Agreement. Agreed to by the Town and Mr. Viscay on the date(s) indicated below.

For the Town of Arlington by its Board of Selectmen

Kevin F. Greeley, Chair

Date

Diane M. Mahon, Vice Chair

Date

Daniel J. Dunn

Date

Steven M. Byrne

Date

Joseph A. Curro

Date

Richard Viscay

Date

Approved as to form:

Douglas Heim, Town Counsel