

AGREEMENT

This **Agreement** is made by and between two parties, the City of Taunton, Commonwealth of Massachusetts, by its exclusive bargaining agent **Mayor Shaunna L. O'Connell**, hereinafter referred to as "The City," and **Patrick D. Dello Russo, Jr., Chief Financial Officer**, hereinafter referred to as the "Chief Financial Officer"

Whereas, the City is desirous of obtaining the services of the Chief Financial Officer for the City of Taunton, MA; and

Whereas, the Chief Financial Officer is willing to perform the duties of the position of Chief Financial Officer according to the terms and conditions of this contract and the current job description, hereto attached; and,

Whereas, the Chief Financial Officer will be considered a confidential, non-union employee the City,

Now, therefore, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

DURATION OF THE AGREEMENT

This Agreement shall be effective beginning on the 22nd day of December, 2021 and shall continue in full force and effect until the 30th day of June, 2024, or until such time that the Chief Financial Officer resigns, retires or is removed from this position. Re-appointment to the position of Chief Financial Officer shall be by and at the discretion of the Mayor for a term not to exceed three years.

MODIFICATIONS

The terms and conditions of this contract may be modified or amended only by a written agreement signed by both parties.

DUTIES

The Chief Financial Officer shall be responsible for all duties as described in the attached job description, the City Ordinances, and such additional duties related to the administration of City government as may be from time to time directed by the Mayor.

TIME & ATTENDANCE

The Chief Financial Officer shall devote a minimum of forty (40) hours per work week to the City of Taunton, and shall be expected to work, at a minimum, during the usual and customary hours that City Hall is open, and at such other times as are directed by the Mayor. The Chief Financial Officer shall report any scheduled or unscheduled absences to the Mayor. With respect to scheduled absences, the Chief Financial Officer shall notify the Mayor reasonably in advance. The Chief Financial Officer is an executive, administrative and/or professional position exempt from the overtime requirements of the Fair Labor Standards Act and it is the parties' intent that the position is not eligible for overtime.

DISCIPLINE OR DISMISSAL

The Chief Financial Officer shall be subject to a one (1) year probationary period where he may be dismissed during that time with or without cause. Thereafter, the Chief Financial Officer shall not be removed, discharged, dismissed, suspended or otherwise disciplined except for just cause.

HEALTH INSURANCE

The Chief Financial Officer shall be eligible for all health insurance coverage that is provided for all other city employees. The City Treasurer/Collector shall deduct the Chief Financial Officer's share of his health, dental, and life insurance premiums from his regular paychecks. The Chief Financial Officer's health insurance contribution shall be identical in percentage to the percentage contribution contained for all other city employees. Additionally, the Chief Financial Officer shall be eligible to participate in any voluntary/contributory benefit program offered to other general government employees.

PENSION

The present pension and retirement plans in accordance with Massachusetts General Laws, as amended and in effect in the City of Taunton, shall be applicable to the Chief Financial Officer.

PERSONAL DAYS

The Chief Financial Officer shall be entitled to five (5) days of paid personal leave each fiscal year. Said personal days may not be carried forward from one fiscal year into the next fiscal year. These days are redeemable for financial value upon leaving the employ of the City of Taunton up to a maximum of five (5) days.

COMPENSATION

Beginning the 22nd day of December, 2021 the base salary for the position of Chief Financial Officer shall be One Hundred Fifty Thousand (\$150,000.00) Dollars annually per fiscal year. The performance of the Chief Financial Officer shall be reviewed annually by the Mayor and will affect potential salary increases. Any merit increase may be recommended by the Mayor and effective on July 1.

VACATION TIME

The Chief Financial Officer shall accrue an annual allotment of 3 weeks of vacation. If the Chief Financial Officer does not use any portion of his vacation entitlement during a given fiscal year, he may carry over up to 1 time the annual allotment of unused vacation time from such fiscal year into the next fiscal year. There shall be a limit of 2 times the annual allotment of vacation time that may accrue to the Chief Financial Officer at any given time.

Upon the Chief Financial Officer's retirement, death or termination of employment for any reason, the Chief Financial Officer shall redeem any unused and duly accrued vacation days at their then existing per diem value. The per diem value of each vacation day shall be one-fifth (1/5th) of the Chief Financial Officer's regular weekly pay, not to exceed two times the annual allotment of vacation.

The Chief Financial Officer, may, at his option, annually sell back up to two (2) weeks of vacation to the City. In order to exercise this option, the Chief Financial Officer must provide notice to the City by no later than February 15 with payment to be made within the same fiscal year.

PAID HOLIDAYS

The following holidays shall be paid holidays for the Chief Financial Officer:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
½ Day Good Friday	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	½ Day Christmas Eve
Juneteenth	Christmas Day
Independence Day	½ Day New Year's Eve

Any holiday declared by the City of Taunton or the Government of the Commonwealth of Massachusetts, shall be paid contractual holiday(s) for the Chief Financial Officer.

In the event that any of the foregoing holidays fall on a Saturday, the holidays shall be observed on the preceding Friday. In the event that any of the foregoing holidays fall on a Sunday, the holiday shall be observed on the subsequent Monday.

SICK LEAVE

- (A) The Chief Financial Officer shall be entitled to one and one quarter (1 ¼) days of sick leave with full pay, for each month of service. There shall be no limit to the number of unused days of sick leave that the Chief Financial Officer may accumulate. The Chief Financial Officer shall be entitled to his sick leave as it becomes earned.
- (B) The Chief Financial Officer may use up to (7) of his accumulated sick leave days per year for illness in his immediate family or household, which, for purposes of this paragraph, shall be construed to include spouse, children, parents and other persons regularly residing in the Chief Financial Officer's permanent residence.
- (C) Upon the Chief Financial Officer's retirement, death or termination of employment for any reason, the Chief Financial Officer, or in the case of his death, his spouse, designated beneficiary, next of kin or estate in that order shall redeem his unused accumulated sick leave days at their then existing per diem value in a lump-sum payment up to a maximum of four (4) weeks. The per diem value of each sick leave day shall be one-fifth (1/5th) of the Chief Financial Officer's regular weekly pay.

BEREAVEMENT LEAVE

The Chief Financial Officer shall be allowed bereavement leave with pay upon the death of his spouse, or significant other, child, grandchild, brother, sister, parent, grandparent; or upon the death of the Chief Financial Officer's spouse's child, parent, father or mother-in-law, brother, sister, grandparent or grandchild; or upon the death of a member of the Chief Financial Officer's household. Such leave will extend from the time of death until the day following the funeral service, but shall not, unless special permission is granted by the Mayor, exceed four business days.

JURY LEAVE

The Chief Financial Officer shall be granted time off without loss of pay for services on any local, state, or federal jury, including a grand jury.


SEVERABILITY CLAUSE

If any provision of the agreement is deemed illegal or unenforceable then it shall be stricken and shall not affect the remaining provisions of this contract, which shall remain in full force and effect. To the fullest extent provided by law, should there be a conflict between this employment agreement and the terms of any municipal ordinance, the terms of this employment contract shall govern.

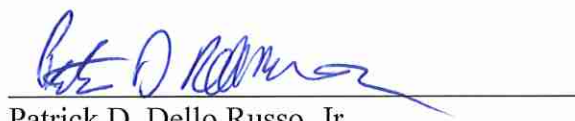
ELECTRONIC SIGNATURE AND COPIES

The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. This agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original, but all counterparts together shall constitute a single agreement. Any electronic copy, facsimile or other copy of this agreement may be treated as an original.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 2nd day of December, 2021.



Shaunna O'Connell, Mayor



Patrick D. Dello Russo, Jr.
Chief Financial Officer



David T. Gay, City Solicitor