This Agreement is made by and between two parties, The City of Taunton, Commonwealth of Massachusetts, by Mayor Thomas C. Hoye, Jr., hereinafter referred to as "The City," and **Gill Enos, Budget Director** for the City of Taunton, hereinafter to as the " Director."

Whereas the City is desirous of continuing the services of the Budget Director in the administration of the of the City's budgetary function; and

Whereas the Budget Director is willing to perform the duties of the position of Budget Director according to the terms and conditions of this contract; and

Whereas the parties hereto desire to maintain and promote a harmonious relationship between them; and promote the morale and well being of the citizens and businesses of the City of Taunton.

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 as of July 1st, 2017 and shall be in full force and effect until June 30th 2020 that being the final date of the Budget Director's three-year appointment. Each successor agreement shall run coterminous with each successive appointment of the Budget Director Re-appointment of the position of the Budget Director will be nominated by the Mayor and appointment by a majority vote of the Municipal Council for a term of three (3) years.

MODIFICATIONS

The terms and conditions of this contract will remain in full force and effect throughout the named dates, and may be modified or amended by subsequent written mutual agreement.

DUTIES

The Budget Director shall be responsible for the directing and controlling the city budget. Duties shall include but not limited to:

- Assisting the Mayor in the presentation of the Annual, Supplemental and interim Municipal Budgets.
- Advising the Mayor on budgetary matters.
- Provide periodic reporting as requested.
- Estimate revenue on a yearly, monthly and quarterly basis.
- Oversee and approve daily spending requests for all City-side budgets.
- Attend monthly regional procurement meeting (SERSG)
- Assist Department Heads with budgetary matters (i.e. Funding Issues)

- Special projects requested by Mayor.

TIME & ATTENDANCE

The Budget Director shall report any scheduled or unscheduled absence to the Mayor's Office. With respect to scheduled absences, the Director shall notify the Mayor's Office and the Human Resources Department in advance. The Budget Director is obligated to work 35 hours per week.

JUST CAUSE

The Budget Director shall not be removed, terminated, discharged, dismissed, suspended or otherwise disciplined except for just cause.

PERFORMANCE EVALUATION

The Budget Director will be subject to a performance evaluation conducted by the Mayor.

HEALTH INSURANCE

The Budget Director shall be eligible for all health insurance coverage that which is provided for all other city employees. The City Treasurer shall deduct the Director's share of his health and life insurance from his regular paychecks. The Director's health insurance contribution shall be identical in percentage to the percentage contribution contained for all city employees.

PROFESSIONAL INCENTIVE

The City recognizes the importance of conducting City business in a professional manner and of its management projecting a professional image. The Budget Director will be paid an annual professional incentive of $1,650.00 dollars. The Director must be on the active payroll as of July 1 of that fiscal year. The payment shall be made on the last pay period of July each year.

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 Budget Director.

PROFESSIONAL DEVELOPMENT

The City recognizes its obligation for the professional development of the Budget Director and agrees that the Director shall be given adequate opportunities to develop his skills and abilities as the Budget Director. Whenever financial considerations allow, the Director will be allowed to attend whatever conferences, seminars and educational courses he deems would be beneficial for his own professional development and awareness, with pay and without loss of any recognized leave time. The City will furthermore reimburse the Director for all reasonable expenses associated with attending said conferences, seminars and educational courses including but not limited to travel and subsistence expenses. The City also agrees to pay for any professional dues and literature subscriptions reasonably associated to the Director's professional development and education.

PERSONAL DAYS

The Budget Director shall be entitled to five (5) days of personal leave each year. Said personal days may be carried forward up to a maximum accumulation of ten (10). **These days shall be redeemable for any financial value upon leaving the employ of the City of Taunton, MA.**

COMPENSATION

The Budget Director's Salary will be $105,073.00 on July 1, 2017, $107,175.00 on July 1, 2018 and $109,318.00 on July 1, 2019 until the conclusion of the contract.

EDUCATIONAL INCENTIVE

The City has established a career incentive program offering base salary increases to certain positions as a reward for furthering their education in their respective field. The following compensation schedule will be applicable to the Budget Director: Associate's Degree 2.5%, Bachelor's Degree 5%, Master's Degree 7.5%, Doctorate Degree 10%. The Budget Director may receive an Associate's, Bachelor's, Master's or Doctorate level degree in any field of study, determined by the Mayor, to be associated with the duties of the Budget Director.

VACATION TIME

The Director's vacation eligibility shall be based upon the total length of his longevity and in accordance with the following schedule:

After:

6 Months to 4 Years	2 Weeks
5 Years to 9 Years	3 Weeks
10 Years to 16 Years	4 Weeks
17 Years to 24 Years	5 Weeks
25 Years of service	6 Weeks

If the Director does not use any portion of his vacation entitlement during a given fiscal year, he shall have the right to carry said unused vacation time into the next year (maximum of two years of accrual). Any additional time accrued but not used can be carried forward with the approval of the Mayor, which shall not be withheld arbitrarily.

Upon the Director's retirement, death or termination of employment for any reason, the Director shall redeem her unused, accumulated 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 Director's regular weekly pay.

PAID HOLIDAYS

The following holidays shall be paid holidays for the Director:

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
Independence Day	Christmas 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 Director.

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 Director shall be entitled to one and one quarter (1 1/4th) 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 Director can accumulate. The Director shall be entitled to his sick leave as it becomes earned.

(B.) Upon her retirement, resignation, termination or employment for any reason or death, the Director, his wife, heirs, or estate, shall receive a lump-sum payment equivalent to 75% of his regular day's pay for each unused day of sick leave. For the purpose of computing this payment the Budget Director regular day's pay shall be one-fifth (1/5th) of her regular weekly salary at the time of leaving the position as the Budget Director.

TRAVEL ALLOWANCE

The Director shall be entitled to a monthly travel allowance of $275.00 per month paid during the first week of each month.

BEREAVEMENT LEAVE

The Budget Director shall be allowed death leave with pay upon the death of the Director's spouse, child, sibling, parent, grandchild, grandparent, in-law, or member of his family living in the same household. Such leave shall extend from the death until the day following the funeral services, but shall in no event exceed five (5) business days. Such leave shall not be extended unless the Mayor grants special permission.

JURY LEAVE

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

LONGEVITY

The Budget Director will be eligible for longevity pay in accordance with the following schedule. The longevity shall be computed based on the following percentages of fifty-five thousand dollars ($55,000) and paid annually to the Budget Director based upon his total length of credible public service (as determined by the Taunton Retirement Board) at the time the payment is made:

5 Years	2.7 %
10 Years	3.3%
15 Years	3.9%
20 Years	4.5%
25 Years	5.1%
30 Years	5.7%

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.

CONFLICTS

Pursuant to M.G.L. Chapter 41, Section 108(N), if there exists, now or in the future, any conflict between the terms of this agreement and any local personnel by-law, ordinance, rule or regulation, the terms of this agreement shall prevail.

Gill E. Enos
Budget Director

Thomas C. Hoye, Jr.,
Mayor

Approved as to Form and Content

City Solicitor