

TOWN OF ROCKLAND

Board of Health

242 UNION STREET
ROCKLAND, MASSACHUSETTS 02370

TELEPHONE (781) 871-0154

EMPLOYMENT AGREEMENT

Whereas, the Town of Rockland, represented by the Board of Health, (hereafter referred to as the "Town") has appointed Janice R.W. McCarthy as Health Agent (hereafter referred to as "Health Agent"), effective January 2, 2001.

Whereas, the Town and the Health Agent wish to enter into the following contract:

ARTICLE I

If any of the provisions of this agreement shall in any manner conflict with any federal law or statute, or statutes of the Commonwealth of Massachusetts, such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this agreement shall remain in full force and effect.

ARTICLE II HOURS OF WORK AND WORK WEEK

The work week shall normally consist of thirty-five (35) hours per week, Monday through Friday, and office hours are 8:30 a.m. to 4:30 p.m. with one hour for lunch or what's necessary to fulfill the job. A copy of the job description is attached hereto and incorporated herein by reference. Emergencies such as fire, floods, etc., which require the Health Agent to stay late or be called back will be compensated by time; with a minimum of four (4) hours. Compensation time will be accumulated based on straight time. The Health Agent shall not accumulate more than forty (40) hours comp time. Comp time taken in excess of one day will be with the approval of the Chairperson or if the Chairperson is not available any Board Member.

**ARTICLE III
COMPENSATION**

Effective July 1, 2004, the Health Agent will be paid an annual salary of \$46,680.00 subject to appropriation at Town Meeting. Any future increases during the term of this agreement will be as recommended by the Board of Health and as appropriated at Town Meeting. Salary increases shall be in increments at least equal to that of other Department Heads, including Town Administrator, Town Accountant, Building Inspector, Assistant Assessor/Appraiser, Police Chief, Fire Chief, Veteran's Agent, Water Superintendent, Sewer Superintendent, Town Clerk, Treasurer and Tax Collector. There will be a paid car allowance of \$175.00 per month.

**ARTICLE IV
SICK TIME**

The Health Agent shall be granted fifteen (15) sick days each fiscal year accrued at the rate of 1 ¼ days per month, up to a maximum of one hundred fifty (150) days.

The Town may request a physician's certificate of illness for any period of illness, provided the Town has a justifiable reason for such request. The Town shall bear the cost of the certificate if the Town's request is for absence of three (3) days or less.

**ARTICLE V
VACATION**

Vacation with pay will be granted to the Health Agent on the following basis: Fifteen (15) working days for the term of this Agreement. The Health Agent shall submit to the Chairperson written notice of vacation in excess of one day at least seven (7) days in advance of said vacation.

**ARTICLE VI
HOLIDAYS**

The Health Agent shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. Furthermore, the Health Agent shall be granted additional time off for holidays as are granted to the RITE Union.

**ARTICLE VII
BEREAVEMENT LEAVE**

The Health Agent shall receive leave without loss of pay in case of death in the employee's immediate family. Such leave shall be up to five (5) days commencing with the day after the death of said family members. The immediate family shall include the

spouse, child, father, mother, father-in-law, mother-in-law, sister, brother, grandchild, sister-in-law, brother-in-law, son-in-law or stepchild.

One day will be given for close relatives, up to three (3) times per year.

ARTICLE VIII JURY DUTY

The Health Agent shall be excused from her work for the period necessary to perform jury duty. She shall be paid her regular wages, less any stipend paid by the Court System for the entire period of jury service.

ARTICLE IX OTHER LEAVE

The Health Agent shall receive three (3) days of paid personal leave per year.

The Health Agent shall be allowed a leave of absence without pay for a limited period of time not to exceed ninety (90) days, said leave to be taken for personal and compelling reasons and to be subject to the approval of the Board of Health.

ARTICLE X INSURANCE

The Health Agent shall be entitled to enroll in any of the health and life insurance programs offered to Town employees. The Town's contribution toward the premium shall be no less than that offered to any other employee or Town of Rockland employee group or collective bargaining unit.

ARTICLE XI PENSION

The Health Agent shall be entitled to enroll in the Plymouth County Retirement Plan with a payroll deduction to be made from her weekly check and with the Town paying its proportionate share of the benefits in accordance with Massachusetts General Laws Chapter 32.

ARTICLE XII PROFESSIONAL DEVELOPMENT

The Town recognizes its obligation to encourage the professional development of the Health Agent and agrees that the Health Agent shall be given the opportunity to develop her skills and abilities as Health Agent. Accordingly, the Health Agent will be allowed to attend courses and seminars that are related to her work. The Town to cover

the cost of said courses and seminars, subject to approval of the Board of Health and availability of funds.

ARTICLE XIII TERM

The term of this Agreement shall commence on January 1, 2004 and shall terminate on January 1, 2007. This Agreement between the parties, without further action by the parties, shall extend for successive two-year periods on the second anniversary date of this Agreement unless a vote of the Board of Health is taken and notice in writing by a duly authorized member of the Board is sent to the Health Agent notifying her of the Board's intent to terminate the Agreement upon the expiration of the three-year period of time. Such notice shall be sent by certified mail, return receipt requested, to the residence of the Health Agent at least sixty (60) days prior to the anniversary date of this Agreement.

The Health Agent may be removed from the position at any time during the term of this agreement only for just cause and subject to a public hearing. Said hearing shall take place not sooner than one (1) week after the Health Agent has received written notice of the hearing and written particulars of the charges preferred against her. At the hearing, the Health Agent shall be entitled to counsel, may introduce evidence and call witnesses, and may cross-examine witnesses called against her.

Should the Health Agent elect to terminate her employ with the Town, before the expiration of this contract, she may do so with thirty (30) days written notice. The Town would immediately abrogate any obligations to the Health Agent. The only exception would be any compensation due under Articles II, V and IX of this Agreement.

ARTICLE XIV SEVERABILITY

If any section of this Agreement or any provisions of such section is held invalid for any reason, the remainder of that section and all other sections shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV INDEMNIFICATION

The Board agrees to defend, hold harmless, and indemnify the Health Agent against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission that may have occurred in the performance of her duties as Health Agent provided that she has acted in good faith, without negligence or misconduct and within the authority of his position as Health Agent.

**ARTICLE XVI
PERFORMANCE EVALUATION**

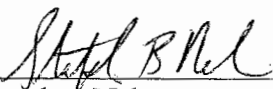
The Board of Health shall review and evaluate the performance of the Health Agent annually and in accordance with specific criteria developed jointly by the Board and the Health Agent with a written summary statement of the findings of the Board of Health and provide an adequate opportunity for the Health Agent and the Board of Health to discuss the evaluation.

**ARTICLE XVII
DISCRIMINATION**

The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, national origin, and sex, as provided by law in the execution and administration of this agreement.

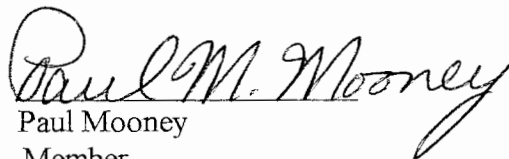
IN WITNESS WHEREOF, the parties hereto set their hands and seals this 9th day of MARCH, 2004.

TOWN OF ROCKLAND - BOARD OF HEALTH



Stephen Nelson
Chairman

Victoria T. Deibel
Vice Chairperson



Paul Mooney
Member

HEALTH AGENT:


Janice R. W. McCarthy



TOWN OF ROCKLAND

Board of Health

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TELEPHONE (781) 871-0154

HEALTH AGENT JOB DESCRIPTION

DEFINITION:

An agent of the Board of Health appointed to carry out the various responsibilities of the Board on a professional basis and to supervise the usual duties and activities of the employees of the Department.

CHARACTERISTICS:

Works under the general supervision of the Board of Health and subject to applicable controlling legislation of the municipality as well as the State.

Serves in lieu of the Board in day to day activities as provided in Mass. General Laws Chapter 111 Section 30.

Work is administrative, investigative, and supervisory as well as technical, scientific and often semi-legal in nature.

Exercises considerable judgment in implementing policies, conduction of programs and communicating with the public.

DUTIES:

Responsible for the health, health programs and sanitary condition in the Town. All established by law or policy of the Rockland Board of Health. Oversees and assists the public health nurse with immunization clinics.

Administrates the solid waste contract and recycling program. Follows-up on complaints. Oversees the Beech Street Recycling Center operations. Prepares and files all necessary reports required by the State with regard to the Recycling Center and solid waste curbside collection program.

Prepares an annual budget indicating estimated and expenses and income to be derived from the total program of the Board of Health and submits same to the appropriate authority.

Receives from physicians, hospitals or other healthcare facilities or other Boards of Health reports of persons in the community affected with a communicable disease, with the exception of sexually transmitted diseases.

Compiles annually significant statistical information for use by interested citizens or agencies. Keeps citizens informed of objectives and activities of the Board of Health. Cooperates with, and provides assistance to, public and parochial school authorities in the establishment and implementation of health instruction of all school children.

Promotes and enforces local rules and regulations with the Mass. Dept. of Public Health in the control of air pollution. Promotes and enforces local rules and regulations of the State Sanitary Code for the sanitation and safety of the Hartsuff Park Swimming Area. Promotes and enforces regulations of Article II, State Sanitary Code, in regards to fitness for human habitation of housing units.

Enforces rules and regulations of the State Sanitary Code pertaining to the manufacturing, processing, storage, handling, distribution and sale of food. Inspects all food establishments at least twice a year. At the present time there are approximately eighty-two (82) such establishments, including schools and nursing homes.

Enforces local rules for the prevention and abatement of nuisances. Investigates and substantiates all complaints of alleged nuisances.

Cooperates with the Mass. Dept. of Public Health and the local water agency in the protection of the water supply.

Promotes and enforces all legal requirements of the installation, maintenance, and alteration of individual sewage disposal systems. Investigates all complaints concerning sewage problems.

Collects water samples for lab analysis in the case of polluted streams, or other bodies of water.

Submits required reports to the Mass. Department of Public Health in regards to all persons affected with a communicable disease..

Answers all housing complaints and reports violations to owner.

Inspects areas of potential insect and rodent infestation when it occurs. Will act immediately to abate all conditions which create, or potentially create, insect and rodent threat.

Inspects all establishments engaged in the processing, handling, distribution, transportation, and sale of milk and milk products. Collects samples of same for laboratory analysis if necessary.