

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". The original appointment was effective January 1, 2001.

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

Section 1. Duties

Town hereby agrees to employ the Health Agent of the Town of Rockland to perform the functions and related duties of said position as specified in the Rockland Charter, applicable Town By-Laws, votes of the Town Meeting, general or special laws, and the job profiles/descriptions/outlines and performance goals/objectives, as agreed upon and signed by the Town and the Health Agent.

The Health Agent shall be under the general supervision of the Board of Health, and shall be responsible for oversight and direction of all employees in the Health Department, including clerical/administrative staff and recycling center staff.

The Health Agent hereby agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards.

Section 2. Term

The term of this Agreement shall be effective from January 1, 2016 and shall remain in effect through December 31, 2018, unless sooner terminated in accordance with the provisions hereof. Health Agent agrees to remain in the exclusive employ of the Town during the term of this Agreement, and neither to accept other employment nor to become employed by any other employer during said term.

The Health Agent may be removed by the Town for good cause after a public hearing.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of the Health Agent anytime, subject only to the provisions as set forth in Sections 2 and 4 of this Agreement, and the Rockland Town Charter.

Section 3. Salary

- A. Subject to the terms and conditions of this Agreement, and while she is engaged as and performing the duties of the Health Agent, the Town agrees to pay the Health Agent for her services rendered pursuant hereto an annual salary as follows:

Effective July 1, 2016, the Health Agent's annual salary shall be \$71,285.89.

Effective July 1, 2017, the Health Agent's annual salary shall be \$73,424.45.

Effective July 1, 2018, the Health Agent's annual salary shall be \$75,627.17.

- B. The Health Agent shall receive \$250.00 per month for a paid car allowance.

- C. The Health Agent recognizes and agrees that she will not be entitled to any salary increases or benefits accorded to other Town employees, unless the Town agrees to same by an amendment to this Agreement. The Health Agent is an Exempt Official as defined by the Town of Rockland Personnel By-Law. Any benefits under the Personnel By-Law not specifically granted under this Agreement shall not accrue to the Health Agent.

Section 4. Suspension, Termination

- A. Suspension – The Health Agent may be suspended for good cause after a hearing.
- B. Termination – The Health Agent may be terminated for good cause after a hearing.
- C. In the event the Health Agent voluntarily resigns her position with the Town before the expiration of the term of employment provided for herein, then the Health Agent shall give the Town thirty (30) days' notice in advance unless the parties otherwise agree. In the event the Health Agent voluntarily resigns, she shall not be eligible for severance benefits.
- D. Nothing shall prevent the Town from undertaking the termination of the Health Agent at such time as the Health Agent is under suspension.

Section 5. Goals and Objectives

The Town, in conjunction with the Health Agent, shall define such reasonable goals and performance objectives, and the Health Agent's role in the attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Board of Health's policy objectives. On April 1, 2016, and on April 1st of each year of

this Agreement, the Chairman of the Board of Health shall meet with the Health Agent to review performance and to establish goals and objectives for the following fiscal year.

Section 6. Hours of Work

Except as otherwise authorized, the Health Agent shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Health Agent may have to expend additional time beyond the normal work day, and the Health Agent agrees to do same as required. It is acknowledged that the position is on of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime. However, the Health Agent may adjust her schedule taking into account such "extra" time as long as the same does not interfere with the obligations to perform her duties. No "compensatory" time may be accrued unless the same is documented and approved by the Board of Health.

The Health Agent shall not, without the approval of the Town, spend more than five (5) hours per week in teaching, counseling or other non-employer connected occupational activities, (which activities, regardless of said five hour limit shall not interfere with the obligations the Health Agent has to the or be adverse to the interests of the Town). Participation as a student in continuing education shall not be considered an activity subject to this paragraph.

Section 7. Vacation, Holiday, Emergency Leave, Sick Leave and Bereavement Leave

- A. Employee shall receive five weeks (twenty-five (25) paid days) of vacation each year, effective January 1st of each year.
- B. With the approval of the Board of Health, the Health Agent shall be allowed to carryover up to one week (five (5) paid days) of vacation into the following calendar year. Subject to the terms of this Agreement, upon termination the Health Agent shall be paid for all unused vacation leave.
- C. The following shall be paid holidays for the Health Agent: 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, the day after Thanksgiving, and Christmas Day. If any of these days falls on Saturday, the preceding Friday will be considered the holiday. Holidays on Sunday will be celebrated on Monday. When Christmas falls on Tuesday, Wednesday, Thursday or Friday, Health Agent will be entitled to the working day prior to Christmas Day off.
- D. The Health Agent shall be granted twelve (12) sick days each fiscal year accrued at a rate of 1 day per month. Health Agent shall be compensated in cash for all unused sick leave up to a maximum of one hundred thirty (130) days when permanently separated from the Town by retirement or death. In the event of the death of the Health Agent, payment shall be made to the Health Agent's designated beneficiary or estate. The Town may request a physician's certificate of illness for any period of illness, provided that the Town has 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.

- E. The Health Agent shall receive four (4) days emergency or personal leave, effective January 1, 2016 and on January 1st for every year thereafter. Said emergency or personal leave days are not eligible for buyback upon resignation or termination.
- F. In the event of death of a member of the Employee's immediate family, she shall be allowed up to five (5) days off without loss of pay. "Immediate family" shall be defined as a spouse, child, grandchild, parent, sibling, spouse of sibling, mother-in-law, father-in-law, brother-in-law, or sister-in-law.

Section 8. Health and Other Insurance

Health Agent (which term in this context under this provision shall include here dependents) shall be entitled to participate in whatever group medical, dental, life insurance and pension benefit plans as are offered by or through the Town of Rockland on the same basis as other Town employees.

Section 9. Longevity

Health Agent shall be entitled to Longevity Payments as follows:

Upon attaining 10 years or more of consecutive service	\$300.00
Upon attaining 15 years or more of consecutive service	\$600.00
Upon attaining 20 years or more of consecutive service	\$1,000.00
Upon attaining 25 years or more of consecutive service	\$1,500.00

Payment under this section shall not be added to base pay for the purpose of computing overtime pay, if any, or any other pay benefit. The eligibility date for computation of years of service shall be December 1 of each year and paid on or about December 15th of each year.

Section 10. Indemnification

The Town shall provide indemnification and legal defense for the Health Agent in accordance with M.G.L c. 258. Health Agent will be covered by an insurance policy covering Town employees or department heads in an amount not less than one million dollars. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Health Agent, so long as the Town would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. Health Agent shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.

Section 11. Bonding

The Town shall bear the full cost of any fidelity or other bonds required of the Health Agent under any law, bylaw or regulation.

Section 12. Other Terms and Conditions of Employment

The Health Agent shall be reimbursed for authorized expenses incurred in the conduct of Town's business.

Section 13. 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 the availability of funds.

Section 14. Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, return receipt requested, postage prepaid addresses as follows:

1. Town: Rockland Board of Health, 242 Union Street, Rockland MA 02370
2. Health Agent: Janice McCarthy, 59 King Street, Abington MA 02351

Section 15. General Provisions

- A. This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which document shall be deemed incorporated by reference herein.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Health Agent.
- C. This Agreement shall become effective commencing January 1, 2016.
- D. All benefits and obligations of the Health Agent, except as otherwise provided herein, shall be conditional upon the Health Agent being employed as and performing the services required of the Health Agent for the Town.
- E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 19th day
of April, 2016.

TOWN OF ROCKLAND – BOARD OF HEALTH

Stephen B. Nelson
Stephen B. Nelson, Chairman

Victoria T. Deibel
Victoria T. Deibel, Vice Chairperson

Patricia Halliday, Member

HEALTH AGENT: Janice R. W. McCarthy
Janice R. W. McCarthy