

Selectman



The Town of Whitman

Board of Health

Town Hall

P.O. Box 426

Whitman, Massachusetts 02382



July 19, 2018

ROOM 3
TEL. 781-618-9755
FAX 781-618-9798

Re: Appointment as Health Inspector/ACO Supervisor for the Town of Whitman Board of Health

Dear Ms. Andrews:

The Whitman Board of Health at its regular meeting held, June 5, 2018, appointed you as Health Inspector/ACO Supervisor for the Town of Whitman acting by and through its Board of Health for the Fiscal Year commencing July 1, 2018, and pursuant to the following terms and conditions of employment:

Appointment Term

The term of your appointment as Health Inspector/ACO Supervisor shall be for a period of one year commencing on July 1, 2018, and ending on June 30, 2019, unless sooner terminated by a vote of the Board of Health. Your position is that of an employee-at-will and this is not a contract for employment.

Duties and Responsibilities

As Health Inspector/ACO Supervisor, you shall faithfully perform all of those duties and responsibilities of the Health Inspector/ACO Supervisor positions as outlined in the attached job description, applicable laws and regulations of the Commonwealth of Massachusetts, the By-Laws of the Town of Whitman, and as may be determined or required from time to time by the Board of Health.

Hours of Work

The Health Inspector/ACO Supervisor shall work at a minimum such hours as other administrative personnel of the Town work and shall, in addition thereto, 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 this employment, it is understood and agreed that in order to properly perform the job required, the Inspector/Supervisor may have to expend additional time beyond the normal work day. It is acknowledged that the position is that 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 or additional compensation for said additional time. The Town shall provide a smartphone for use in conducting town business.

Compensation

All salary, compensation, and fringe benefits provided in this letter of appointment are specifically subject to receipt of a sufficient annual appropriation by Town Meeting. The Board of Health shall request, as part of the budget process, funds sufficient to meet the terms set forth herein.

While engaged in and performing the duties of Health Inspector/ACO Supervisor, compensation shall be paid based on the annual salary of Sixty-Six Thousand One Hundred Twenty-Seven Dollars (\$66,127), payable at the same time and in the same manner as other Town administrative employees are paid.

Performance Review

The Health Inspector/ACO Supervisor's job performance shall be reviewed and evaluated by the Board of Health yearly. Review and evaluation will be conducted prior to the annual reappointment decision being made. Nothing contained in this Performance Review section, however, shall create any right or expectation for reappointment or limit the rights of the Board of Health to assert any right of removal or appointment reserved by this letter of appointment and/or as provided by statute.

Mileage Reimbursements

The Town will reimburse you on a monthly basis for mileage reasonably incurred in the performance of your job at the Federal Standard Mileage Rate. Mileage between home and office shall not be reimbursed except for mileage incurred in the event of an emergency. You must maintain and submit a mileage log on a weekly basis with your timecard. Program agendas shall be submitted with reimbursement requests for mileage to any conference or training, etc. The Board of Health may require additional documentation for any mileage reimbursement request.

Health, Dental and Life Insurance Benefits

You shall be eligible for such health, dental, and life insurance benefits, to the extent that you are otherwise eligible, on the same terms and conditions, as are available to Town Hall employees pursuant to their collective bargaining agreement with the Town of Whitman.

Retirement Benefits:

You shall be eligible for inclusion in the Plymouth County Retirement System, on the same terms and conditions, as other Town employees.

Holidays, Sick Leave, Vacation and Other Leaves:

Holidays

For this appointment term you will have 100 hours of holiday pay based on 12 holidays at 8 hours per day and the 1/2 day (4 hours) of holiday time for the day before Thanksgiving.

Sick

The Health Inspector/ACO Supervisor shall be entitled to a total of 120 hours or fifteen (15) 8 hour days. Unused days shall accrue from year to year but shall have no cash redemption value if unused. All unused sick time remaining at time of separation from employment shall be forfeited and is not subject to buy back under any circumstances.

Personal Time

The Health Inspector/ACO Supervisor shall be entitled to a total of 24 hours or three (3) 8 hour personal days during the term of this appointment.

The Health Inspector/ACO Supervisor shall, except in the case of an emergency, provide the Chair of the Board of Health, or his/her designee, with advance notice of any request to use a personal day and such request shall be subject to the advance approval of the Chair. These days shall not accumulate from year to year and shall have no cash redemption value if unused. In the event of separation from employment or appointment termination prior to the end of a fiscal year, personal days shall be pro-rated based upon the part of the year actually worked

Vacation

The Health Inspector/ACO Supervisor is eligible for 4 weeks of paid vacation. The Health Inspector will be credited with her vacation time allotment on July 1st of each year.

In the event of separation from employment for any reason, unused vacation time shall be paid on a prorated basis. Use of vacation shall be subject to the approval of the Board of Health Chair or other member if chair is not available, with a minimum of 30 days advance notice, where practical, of requested vacation time in excess of two (2) consecutive days. In the event of an emergency need for vacation time, the Health Inspector shall provide notice to the Chair as immediately as the circumstances allow. Vacation shall not accumulate from year to year. If due to departmental work load, work flow or unusual circumstance the Health Inspector may request approval from the Board of Health to carry one vacation week forward to the next fiscal year. This week must be used in the year carried forward.

Bereavement

The Health Inspector/ACO Supervisor shall be entitled to bereavement leave as provided to Town Hall employees pursuant to their collective bargaining agreement with the Town of Whitman.

Renewal of Appointment

This appointment which may, or may not, be renewed at the sole discretion of the Board of Health.

Suspension and Removal

The Health Inspector/ACO Supervisor may be suspended and/or removed for any reason by the Board, upon advance notice and after a hearing before the Board, during which hearing the Health Inspector may be represented by counsel at her sole expense. The requirement of advance notice and a hearing of a suspension may be waived by the Chair in the event that the circumstances do not reasonably allow for such notice and a hearing.

Indemnification

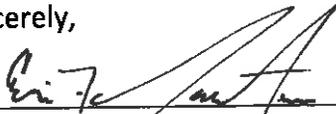
Consistent with M.G.L. c. 258, 13, the Town shall indemnify and save harmless the Health Inspector from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed one million dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the Health Inspector at the time of such act or omission was acting within the scope of his official duties or employment.

Professional Development

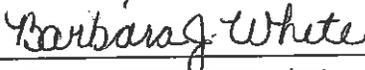
The Board of Health agrees to reimburse for educational opportunities and all reasonable expenses incurred while attending meetings, conferences, and seminars, etc. Prior approval is required from the Board for all expenditures.

If the terms set forth above are acceptable, kindly sign the original of this letter indicating your acceptance of the appointment and return it to the office of the Board of Health.

Sincerely,



Eric F. Joubert, Chair



Barbara J. White, Vice-chair

Mary Kelly, Clerk

I hereby accept appointment as the Health Inspector/ACO Supervisor for the Town of Whitman and the terms of appointment set forth above.



Alexis A. Andrews

Date: 10-16-18

Cc: Board of Selectmen
Personnel File
Clerk
Treasurer
Accountant

