

**EMPLOYMENT AGREEMENT  
BETWEEN CAROLYN TOY  
AND THE  
TOWNSHIP OF FRANKLIN**

1. **Employment:** The Township of Franklin (hereinafter the “Employer” and/or "Township") offers employment to Carolyn Toy (the “Employee”) and Employee accepts employment upon the terms and conditions of this Agreement as well as the statutes of New Jersey and the ordinances and policies of the Township of Franklin.
2. **Term:** This Employment Agreement sets forth the terms and conditions of the Employee’s employment with the Township for the period January 1, 2011 until her retirement as Municipal Clerk for the Township of Franklin no later than September 30, 2012.
3. **Compensation:** For all services rendered by the Employee, the Employer shall pay the Employee an annualized salary of: \$47,150.00 per year commencing January 1, 2011 through September 30, 2012 payable every two weeks in equal installments. Salary payments shall be subject to withholding and other applicable taxes and deductions.
4. **Duties:** The Employee is employed as the Registered Municipal Clerk for the Township of Franklin. The Employee’s duties are delineated in the Job Description, which is attached hereto and made a part hereof, as well as NJSA 40A: 9-133 and the “Clerk’s Manual” and shall include such other related duties and responsibilities as the Township Committee shall designate from time to time.
5. **Work Schedule:** The Employee shall devote the time and effort, which is necessary for the Employee to fully and faithfully, perform the duties and responsibilities of Municipal Clerk. The Employee agrees to perform at all times faithfully, industriously and to the best of her ability, experience and talent all of the duties and responsibilities that may be required of her.
  - a. The Employee shall not be engaged by and/or be in the employ of any other person or entity during her employment unless the Employee receives advance written approval by the Appropriate Authority.
  - b. The Employee shall, as may be required by the Township, attend various Township functions including, but not limited to:
    - Township Committee Meetings (2<sup>nd</sup> & 4<sup>th</sup> Tuesdays)
    - Special Meetings Of Township Committee
  - c. It is understood and agreed by and between the Parties that although the normal work week is 8:00 AM to 4:00PM, Monday through Friday, the number of hours which the Employee may be required to work in order to fully and properly perform her duties and responsibilities as Municipal Clerk may exceed forty (40) hours per week. The Employee further agrees that upon these occurrences the conditions of paragraph 12 “Exempt Employee” will apply.
6. **Holidays:** The Employee shall be entitled to the following paid holidays. A paid holiday is a day when the Employee receives her regular pay but is not required to work.

New Year's Day  
President's Day (3<sup>rd</sup> Monday in Feb)  
Memorial Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Martin Luther King Day  
Good Friday  
Independence Day  
Columbus Day  
Veteran's Day  
Friday after Thanksgiving

7. **Personal Days:** The Employee shall be entitled to four (4) Personal Days per year. Unused Personal Days earned during this contract term will be attributed to terminal leave at the end of the term of this agreement.
8. **Sick Days:** The Employee shall be entitled to ten (10) paid sick days per year. Any earned sick leave not utilized in a calendar year shall accumulate to the Employee's credit from year to year to be used if and when needed for such purpose. The Employee shall be reimbursed for unused sick days at the conclusion of this contract in a manner consistent with State law.
9. **Disability:** Currently the Employer is contributing to the New Jersey State Disability Fund on behalf of Employee. The Employer will continue to contribute to the New Jersey State Disability Fund on behalf of the Employee.
10. **Vacation Days:** The Employee shall earn 25 vacation days per year. The employee is permitted to sell back up to five (5) vacation days per year. Any vacation time accrued and unused will be attributed to terminal leave in 2012.
11. **Health Benefits:** Health benefits for the Employee and her family will be provided during the term of this Agreement as outlined below:
  - Medical Insurance Plan - Whatever plan is in effect for all other Franklin Employees
  - Dental Plan Whatever plan is in effect for Franklin Employees
  - Prescription Plan - Whatever plan is in effect for Franklin Employees
  - Vision Plan Whatever plan is in effect for Franklin Employees

The Employer will bear the majority of the cost of the above health insurance and the Employee will bear a portion of the health insurance costs prorated on a monthly basis via payroll deduction. The Employee contribution will be consistent with whatever plan is in effect for all other Franklin Township Employees

The Employee also has the option of taking advantage of the Township's Opt-Out policy with proof of alternative coverage and receive an annual payment of 3,700.00 in lieu of coverage with prior notice and approval by the Township Administrator.

12. **Exempt Employee:** The Registered Municipal Clerk for the Township of Franklin is a management position and as such, the Employee who holds said position cannot always rely on a standard set of hours of employment to effectively meet the responsibilities of the position. Both the Township of Franklin and the Employee understand this premise and agree that the Employee is an "exempt employee" under the "Fair Labor Standards Act" for purposes of overtime and compensation time. Accordingly, the Township of Franklin and the Employee agree there will be

no overtime or compensation time for work performed by the Employee and the total compensation due the Employee is contained in and in accordance with the terms of this Agreement.

13. **Mileage Reimbursement:** When available, a township owned pool car shall be used for all related business travel. However, the Employee agrees, when it is necessary, to utilize her personally owned vehicle (POV) for such related business use. The mileage reimbursement for related business use of the employee's POV will be in accordance with the Internal Revenue Service Code, Section 162, Mileage Reimbursement Allowance Rate, and future adjustments made thereto. "Related Business Use" and when it is necessary shall be defined by the Township Administrator.
14. **Cellular Phone:** If the Township in its discretion assigns a portable cellular telephone to the Employee, said telephone shall only be used for the purposes of Township related business. Whether a particular use of the Township cellular telephone is for "related business" shall be determined by the Township Administrator.
15. **Professional Development:** The Township agrees to budget such sums in its discretion annually for the Employee's professional development: seminars, conferences, courses, etc. and travel expenses (in accordance with the Township's Travel Policy) associated with such attendance. If the Employee desires to attend such a seminar and/or conference she must submit a request in writing to the Township Administrator and such a request will be subject to the approval of the Township Administrator. The Township also agrees to appropriate funds for professional dues and subscription (s) for the Employee to participate in national, regional, state and/or local organization (s) necessary and desirable for her continued professional growth, all of which shall be in furtherance of her duties as Registered Municipal Clerk and the interests of the Township and its citizens. The amount appropriated shall be within the discretion of the Township. No such dues and/or subscription fees shall be paid unless the Employee submits a request in writing to the Township Administrator and the Township Administrator approves the request.
16. **Bereavement Leave:** If a member of the Employee's immediate family dies, the Employee will be allowed up to five (5) consecutive days of bereavement leave, including the day of the funeral, for the purpose of conducting funeral arrangements and to attend the funeral of the immediate family member. For the purpose of this paragraph the term "immediate family member" means the Employee's spouse, child, father, mother, brother, sister, mother-in-law or father-in-law. If one of the Employee's grandparents dies, the Employee will be allowed up to three (3) days of bereavement leave, including the day of the funeral, for the purpose of conducting funeral arrangements and to attend the funeral. For the death of other relatives outside the Employee's immediate family, the Employee shall be allowed one (1) bereavement leave day.
17. **Management Rights:** Nothing contained in this Agreement shall be construed to diminish, change, deny and/or restrict any of the Township's powers, rights, authority, duties and/or restrict any of the Township's powers, rights, authority, duties and/or responsibilities conferred upon and/or vested in it by federal, state and/or local law and/or the Constitution of the State of New Jersey and/or the Constitution of the United States of America. The Township hereby specifically retains and reserves unto itself, without limitation, all such powers, rights, authority, duties and responsibilities including, but not limited to, the right to review and evaluate the performance of the Employee and right to suspend, demote, discharge and/or take other disciplinary action in accordance with NJSA Title 40A.

18. **Notices:** Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by certified mail to her residence, in the case of the Employee, or its principal office in the case of the Employer.
19. **Waiver of Breach:** The waiver by the Employer of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee. The waiver by the Employee of a breach of any provision of this Agreement by the Employer shall not operate or be construed as a waiver of any subsequent breach by the Employer.
20. **Assignment:** The Employee acknowledges that the services to be rendered by her are unique and personal. Accordingly, the Employee may not assign any of her rights or delegate any of her duties or obligations under this Agreement. The rights and obligations of the Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Employer.
21. **Entire Agreement:** This Agreement contains the entire understanding of the parties and may not be changed orally but only by an Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. The Employee and the Township represent and certify that they have carefully read and fully understand all of the provisions and effects of this Agreement and that they have had the opportunity to thoroughly discuss all aspects of this Agreement with their respective private attorneys and that they are voluntarily and knowingly entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on January 1, 2011.

ATTEST:

\_\_\_\_\_  
Barbara Freijomil, Deputy Clerk

\_\_\_\_\_  
Patrick Dougherty, Mayor

\_\_\_\_\_  
Carolyn Toy, Employee

\_\_\_\_\_  
Witness