

**EMPLOYMENT AGREEMENT  
BETWEEN PATRICK HEGARTY  
AND THE  
TOWNSHIP OF FRANKLIN**

1. **Employment:** The Township of Franklin (the “Employer”) agrees to employ Patrick Hegarty (the “Employee”) and the 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:** The employee was appointed to the position of Certified Tax Collector for the Township of Franklin commencing on September 23, 2019. This term expired on December 28, 2020. The employee was reappointed to a four-year term commencing on January 1, 2021.
3. **Compensation:** For all services rendered by the Employee, the Employer shall pay the Employee an annual salary of \$75,000 for full time employment commencing immediately and retroactively dating back to January 1, 2021. The Employee shall be eligible for annual percentage increases in accordance with NJSA 40A:9-165 and to whatever extent allowable by law and dependent on the Township Administrator’s Performance Evaluation Forms.
4. **Duties:** The Employee is employed as the Certified Tax Collector for the Township of Franklin. The Employee’s duties are delineated and described in the Franklin Township Job Description as well as the state statutes and shall include such other related duties as the Township Administrator shall designate from time to time.
5. **Work Schedule:** The Employee shall devote the time and effort which is necessary of the Employee to fully and faithfully perform the duties and responsibilities of Certified Tax Collector. The Employee agrees to perform at all times faithfully, industriously and to the best of his ability, experience and talent all of the duties and responsibilities that may be required of him.
  - a. The Employee shall not be engaged by and/or be in the employ of any other person or entity during his employment unless the Employee receives advanced written approval by the Township Administrator. If such additional employment is approved it shall be in a non-interference basis with the Certified Tax Collector duties.
  - b. The Employee shall, as may be required by the Township, attend various Township functions, including but not limited to:
    - Township Committee Meetings as needed (2<sup>nd</sup> & 4<sup>th</sup> Tuesdays)

6. **Holidays:** The Employee shall be entitled to the following paid holidays. A paid holiday is a day when the Employee receives his regular pay but is not required to work.

New Year's Day  
President's Day  
Memorial Day  
Labor Day  
Election Day  
Thanksgiving Day  
Christmas Day

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

A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

7. **Personal Days:** The Employee shall accrue personal days on the basis of one (1) personal day for each four (4) months of employment from the date of permanent appointment up to and including December 31<sup>st</sup> next following such date of appointment, and four (4) personal days for each calendar year thereafter. Two (2) days carrier over is allowed and anything over six (6) days goes into sick.

In the case of termination, all personal time shall be considered forfeited, except at the discretion of the Business Administrator and approval of Township Committee.

8. **Sick Days:** The Employee shall be entitled to twelve (12) 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 accumulation continues indefinitely and the Employee will be paid for one-half of his total accumulated unused sick time, or six (6) month's salary, whichever is less, at the time the Employee resigns or retires from employment, so long as at least two (2) weeks' notice is given (unless in the case of extreme medical emergency).

9. **Disability:** Currently the Employer is contributing to the New Jersey State Disability Fund on behalf of Employees. The Employer will continue to contribute to the New Jersey State Disability Fund on behalf of Employee.

10. **Vacation Days:** The Employee shall be entitled to vacation days pursuant to the handbook. Employee must receive his supervisor's approval at least two weeks in advance of the first vacation day. If the Employee does not use all of his vacation allowance, he may add his unused days to his allowance for the following year. However, if these days are not used in the second year, they will be forfeited, and any vacation days carried over from year to year may not be translated into financial pay, or "cashed out." If Employee should resign his position, he shall be entitled to pay or paid time from any unused vacation days from the year in which he is retiring only, so long as at least thirty (30) days' notice is given in writing. Failure to provide appropriate notice will result in forfeiture of vacation time.

In the case of termination, all vacation time shall be considered forfeited, except at the discretion of the Administrator and approval of Township Committee.

11. **Health benefits:** Health benefits for the Employee and his family will be provided during the term of this Agreement under the Management plan document. Employee's premium cost share will be 15% of the monthly premium. The Employee also has the option of taking advantage of the Township's Opt-Out policy in the amount of \$3,700.00. If the Township of Franklin votes to increase this opt-out benefit for unrepresented employees, there will be an automatic increase to that amount for the Employee.
12. **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 his own 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.
13. **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.
14. **Professional Development:** The Township agrees to budget a minimum of \$600.00 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 he 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 his continued professional growth, all of which shall be in furtherance of his duties as Certified Tax Collector 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.
15. **Bereavement Leave:** The Employee is entitled to bereavement leave pursuant to the handbook. The Employees will be paid for all working days during the Bereavement Leave.
16. **Termination:** The Employee agrees to provide thirty (30) days written notice to terminate this Agreement. If the Employee fails to provide thirty (30) days-notice, he shall be subject to the following:
  - a) Loss of all accrued Vacation Time
  - b) Loss of all accrued Sick Time
  - c) Loss of all accrued Personal Time
  - d) Be required to repay any money the Township spent on Professional Development/ Education

Any termination procedures by the Employer towards the Employee must comply with and adhere to the termination procedure outlined in NJSA 40A:9-145.8(c).

17. **Notices:** Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by certified mail to his residence, in the case of the Employee, or its principal office in the case of the Employer.
18. **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.
19. **Assignment:** The Employee acknowledges that the services to be rendered by him are unique and personal. Accordingly, the Employee may not assign any of his rights or delegate any of his 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.
20. **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 that and certify that they have carefully read and fully understand all of the provisions and effects of this Agreement with their respective private attorneys and that they are voluntarily and knowingly entering into this Agreement. All salary increases are retroactive to January 1, 2021, the date of the Employee's reappointment.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on

\_\_\_\_\_  
Patrick Hegarty, Certified Tax Collector

\_\_\_\_\_  
John Bruno, Mayor