

**EMPLOYMENT AGREEMENT
BETWEEN BARBARA FREIJOMIL
AND THE
TOWNSHIP OF FRANKLIN**

1. **Employment:** The Township of Franklin (the "Employer") agrees to employ Barbara Freijomil (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 reappointed to the position of Municipal Clerk for a three year term commencing on October 1, 2015 in accordance with NJSA 40A: 9-133.
3. **Salary:** The Employee's current salary will be afforded a minimum of 2% annual increase, but no less than any other Township of Franklin negotiated union contract.
4. **Duties:** The Employee is employed as the Registered Municipal Clerk for the Township of Franklin. The Employee's duties are delineated in the attached Job Description 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. The Employee has been assigned the responsibility of Joint Insurance Fund Coordinator and South Jersey Health Insurance Fund Coordinator. The Employee will receive a salary of \$2,000.00 for these duties.
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 Registered 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 Township Administrator. If such additional employment is approved (ex: Board and/or Commission Secretary positions) it shall be on a non-interference basis with the Registered Municipal Clerk duties.
 - b. The Employee shall, as may be required by the Township, attend various Township functions including, but not limited to:
 - Township Committee Meetings (2nd & 4th Tuesdays)
 - Special Meetings Of Township Committee
 - c. It is understood and agreed by and between the Parties that the number of hours which the Employee may be required to work in order to fully and properly perform her duties and responsibilities as Registered Municipal Clerk may exceed forty (40) hours per week. The Employee further agrees that upon these occurrences the conditions of paragraph 13 "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	Martin Luther King Day
President's Day (3 rd Monday in Feb)	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Thanksgiving Day	Veteran's Day
Christmas Day	Friday after Thanksgiving

7. **Personal Days:** The Employee shall be entitled to six (6) Personal Days per year. Any Personal Days that are not used for the current year will be added to the Employees vacation balance.

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 Employee shall not be reimbursed for earned unused sick leave at the time of resignation or termination of her employment. However, an employee who retires from her employment in accordance with the provisions of the then applicable pension program will be entitled to payment for accumulated unused sick time on the following basis:

- a) Maximum number of sick days permitted to be sold is 60.
- b) Each sick day will be calculated at 50% of the then rate of pay.

The Employee shall be permitted to sell back all sick days accumulated per year but must maintain a balance of 120 hours.

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 the Employee.

10. **Vacation Days:** The Employee shall be entitled to 25 vacation days. The employee will have no more than two (2) years' worth (50 days) of vacation at the end of their anniversary year. Any days above 50 not used by the end of the employee's anniversary year will be forfeited. The Employee is eligible to sell back 50 days per year. Any vacation time accrued in excess of the current years' worth will be paid only upon retirement as defined by PERS.

11. **Health Benefits:** Health benefits for the Employee and her family will be provided during the term of this Agreement under the Management plan document in accordance with the minimum premium cost sharing provisions as set forth in the Agreement Between the Township of Franklin and AFSCME executed on September 3, 2015 under Article XXIV A or PBA Union Contracts whichever is less. 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.

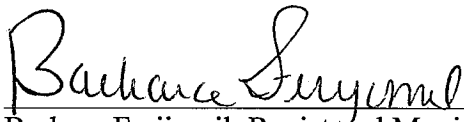
12. **Retirement Benefits:** The Township of Franklin shall continue medical coverage for the Employee and her Spouse upon her retirement with a minimum of twenty years of credited service with the Public Employment Retirement System (PERS) with continued health insurance, prescription coverage, and dental insurance with benefits equal to those of other active employees. Both the terms of the benefit coverage and the requirements for any premium sharing shall be identical to that of the active employees and retirees. Both the employee and the spouse shall retain such coverage unless the employee and/or the spouse obtains comparable coverage from another employer. The coverage shall continue until the retiree and/or spouse reaches age 65 at which time Medicare shall become primary and the Township of Franklin's coverage secondary for the retiree and spouse.
13. **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. Accordingly, the Township of Franklin and the Employee agree there will be no overtime for work performed by the Employee and the monetary compensation due the Employee is contained in and in accordance with the terms of this Agreement. The employee is eligible for compensatory time for all Township Committee meetings, budget hearings, election days and all other events that occur after normal business hours. The compensation will be on a one and one half basis.
14. **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.
15. **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.
16. **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 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. The Employee will be reimbursed for tuition costs capped at \$2,500.00 per year for successfully completing college credit courses with a grade of no less than a "C" during employment with the Township of Franklin. Tuition costs will be reimbursed after the employee completes the course and submits a copy of the tuition invoice with a copy of the transcript showing the passing grade (C). Incentive Pay for college degrees will be paid yearly as follows: Associate Degree: \$625.00, Bachelor Degree: \$875.00, and Master's Degree: \$1,125.00.

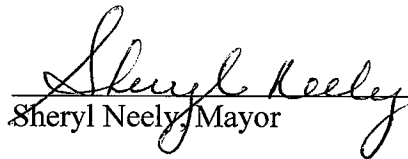
17. **Bereavement Leave:** If a member of the Employee's immediate family dies, the Employee will be allowed up to five (5) consecutive days of bereavement leave, including the day of the funeral, for the purpose of conducting funeral arrangements and to attend the funeral of the immediate family member. 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 or grandchildren 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.
18. **Termination:** The Employee agrees to provide 30 days written notice to terminate this agreement. If the Employee fails to provide 30 days notice she 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/EducationAny termination procedures by the Employer towards the Employee must comply with and adhere to the Registered Municipal Clerk termination procedure outlined in NJSA 40A: 9-133.
19. **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.
20. **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.

21. **Assignment:** The Employee acknowledged 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.
22. **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. All salary increases are retroactive to October 1, 2015, the date of the reappointment of Employee.

IN WITNESS WHEREOF, the parties have executed this Agreement on May 24, 2016



Barbara Freijomil, Registered Municipal Clerk



Sheryl Neely, Mayor