

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF FRANKLIN  
HUNTERDON COUNTY, NEW JERSEY**

**AND**

**FRANKLIN TOWNSHIP POLICE DEPARTMENT  
PBA LOCAL NO. 188**

**JANUARY 1, 2010 through DECEMBER 31, 2012**

**Prepared By:**

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**PREAMBLE**

**THIS AGREEMENT entered into this 1st day of January, 2010, by and between the Township of Franklin, in the County of Hunterdon, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township" and PBA Local No. 188, hereinafter called the "Association," represents the complete and final understanding on all bargainable issues between the Township and the Association.**

**ARTICLE I**

**RECOGNITION**

**The Township recognizes the Association for the purpose of collective negotiations as the exclusive representative of the patrolmen and sergeants in the negotiations unit and reference to males shall include female Police Officers. All references made to Employees/Police Officers shall include only sworn Police Officers of this department.**

**ARTICLE II**

**GRIEVANCE PROCEDURE**

**A. Purpose**

**1. The purpose of the procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.**

**2. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with an appropriate member of the department.**

**B. Definition**

The term "grievance" as used herein means any controversy arising over the interpretation, application, or violation of any of the provisions of this Agreement or disciplinary actions against an Employee covered under this Agreement, and may be raised by an individual, the Association on behalf of and at the request of an individual or group of individuals.

**C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutually written consent:**

**Step One:**

The aggrieved or the Association shall institute action under the provisions hereof within twenty (20) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the difference between the aggrieved Employee and the Chief of Police or Public Safety Director or any representative designated by him for the purposes of resolving the matter informally. Failure to act within said twenty (20) calendar days shall be deemed to constitute an abandonment of the grievance.

**Step Two:**

If no agreement can be reached orally within seven (7) calendar days of the initial discussion with the Chief of Police or Public Safety Director, the Employee or the Association may present the grievance in writing within seven (7) calendar days thereafter to the Township Committee or their designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of the Agreement violated, and the remedy requested by the grievant. The Township

**Committee or its designated representative will answer the grievance in writing within thirty (30) calendar days of receipt of the written grievance or schedule a hearing or both.**

**Step Three:**

**If the grievance is not settled through Steps One and Two, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission.**

- 1. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.**
  - 2. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.**
  - 3. The parties may direct the arbitrator to decide the preliminary question of whether he has jurisdiction to hear and decide the matter in dispute.**
  - 4. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding, subject, however, to any applicable statutes and case law available to the parties.**
- D. Upon prior notice and authorization of the Township Committee the designated Association representatives shall be permitted as members of the Grievance Committee to converse with Employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of Employees and without loss of pay, provided the conduct of said business does not diminish the**



effectiveness of the Department or require the recall of off duty Employees.

**E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.**

**F. In the event the aggrieved elects to pursue remedies available through a Civil Action the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) calendar days after the decision rendered by the Township Committee on the grievance. In the event the grievant pursues his remedies through a Civil Action, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Association, whichever is responsible for the cost incurred.**

### **ARTICLE III**

#### **NON-DISCRIMINATION**

**A. The Township and the Association agree that there shall be no discrimination against any Police Officer based on any category protected by New Jersey State and Federal law.**



**B. The Township and the Association agree that all Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or Association against any Police Officer because of the Police Officers membership or non-membership or activity or non-activity in the Association.**

#### **ARTICLE IV**

#### **MANAGEMENT RIGHTS**

**A. The Township hereby retains and reserves to itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:**

**1. The executive management and administrative control of the Township and its properties, facilities and activities of its Employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be deemed by the Township;**

**2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, and to decide the number of Employees needed for any particular time;**

**3. The right of management to make, maintain and amend reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the Employees;**

4. To hire all Employees and subject to the provisions of law, to promote and transfer Employees; and

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any Employee for cause.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States, and ordinances of the Township.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 or any other national, state, county or local laws or ordinances.

## ARTICLE V

### VACATIONS

A Annual vacation leave with pay shall be earned at the following rate as determined as of January 1 of each year.

1. Five (5) days to be prorated during first year according to date of hire.
2. Five (5) days with pay as of January 1st of the second year.
3. Ten (10) days with pay as of January 1st of the third, fourth and fifth years.
4. After five (5) years - one (1) additional day for each year until a maximum of thirty (30) days (e.g. January 1 of the sixth (6th) year - eleven (11) days.)



**B. Vacations will be coordinated and approved by the Chief of Police or Public Safety Director.**

**C. Vacation allowance must be taken during the current calendar year and reasonable efforts will be made to give the Employee the time of his choosing. If the Township determines that the vacation cannot be taken because of pressure of work as determined by the Township, unused vacation may be carried forward into the next succeeding year only and will be scheduled by the Chief of Police or Public Safety Director to be taken in the next succeeding year.**

**D. In the event a Police Officer is required to work to cover scheduled vacation for another Police Officer, the Police Officer so working shall be paid at the rate of time and one-half (1 1/2) times his regular straight time rate of pay.**

## **ARTICLE VI**

### **SICK LEAVE**

**A. Sick leave is hereby defined to mean absence from duty by a Police Officer because of illness, exposure to a contagious disease, attendance upon a member of the Police Officer's family who is seriously ill, requiring the care or attendance of said Police Officer.**

**B. Any Police Officer who shall be absent from work for three (3) or more consecutive days due to illness, or for attendance of an immediate family member, shall be required to submit acceptable medical evidence substantiating the illness.**

**C. In case of sick leave due to exposure to contagious disease, a certificate from the family doctor shall be required.**

**D. Sick leave shall accrue for regular full time Police Officers at a rate of one (1) day per month during the first year of employment. Thereafter each January 1, commencing the**

following calendar year, a Police Officer shall receive twelve (12) working days in each calendar year of employment, which shall accumulate from year to year.

E. If any Police Officer is absent from work for reasons that entitle him to sick leave, the Chief of Police or Public Safety Director, or his designee, shall be notified as early as possible, but not later than two (2) hours prior to the start of the schedule work shift from which the Police Officer will be absent, except in the case of an emergency. After receiving the aforementioned notification, the Police Officer will not be called that day regarding the nature of the illness.

F. In addition to the foregoing provisions, the Township may require proof of illness of an employee on sick leave, whenever such requirement appears warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

G. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

## ARTICLE VII

### FUNERAL LEAVE

A. In the event of a death in a Police Officer's immediate family, the Police Officer will be granted time off without loss of pay, from the day of death up to and including the day of the funeral, but in no event to exceed four (4) working days.

B. The term "immediate family" shall include only father, mother, mother-in-law,

**father-in-law, grandparents, sister brother, spouse, civil union and domestic partners, child and foster child of an Employee and relatives residing in his household.**

**ARTICLE VIII**

**INJURY LEAVE**

**A. Employees covered under this Agreement will be paid their regular straight time rate of pay for a period not in excess of fifty-two (52) weeks during the course of their employment with the Township for a disability caused by an injury or illness arising from and in the course of employment with the Township.**

**B. Any amount of salary or wages paid or payable to a Police Officer because of leave granted pursuant to Section A above shall be reduced by the amount of the workers compensation temporary disability benefits paid to the Police Officer for disability because of the same injury or illness requiring such leave. It is the intention of the Township to supplement any temporary disability payments made under workers compensation to a Police Officer so that said Police Officer receive his regular straight time pay with temporary disability payments being paid over by the Employee to the Township. Upon cessation of payment of temporary disability by the carrier to the Police Officer, the Township supplemental payments will also cease and the Police Officer will be expected to return to work.**

**ARTICLE IX**

**RETIREMENT**

**A. Upon an Employee's retirement from the Township the Employee shall be paid for any accumulated time, sick, vacation and personal leave, at the time of retirement to a maximum of \$20,000.00.**



B. Any other benefits to which a retiring Employee is entitled shall be paid to that Employee on a prorated basis upon such retirement. Except for the benefits specifically enumerated in this Section and Section A, above, the Employee will not be entitled to any other benefits.

**ARTICLE X**  
**SALARY GUIDE**

A. The following Salary Guide shall be applicable to bargaining unit members:

	Effective 01/01/09	Effective 01/01/10	Effective 01/01/11	Effective 01/01/12
<b>LIEUTENANT</b>	\$81,882	\$84,338	\$87,711	\$91,219
<b>SERGEANT</b>	\$81,872	\$84,328	\$87,701	\$91,209
<b>FIRST CLASS</b>	\$81,862	\$84,318	\$87,691	\$91,199
<b>SECOND CLASS</b>	\$68,940	\$71,008	\$73,848	\$76,802
<b>THIRD CLASS</b>	\$61,653	\$63,503	\$66,042	\$68,685
<b>FOURTH CLASS</b>	\$54,262	\$55,890	\$58,126	\$60,451
<b>FIFTH CLASS</b>	\$49,828	\$51,323	\$53,376	\$55,511
<b>PROBATIONARY</b>	\$45,393	\$46,755	\$48,625	\$50,570

B. Probationary Patrolmen will achieve the position of Patrolman 5th Class upon the completion of his or her probation. Additional steps and salary increases will be achieved on the Police Officer's successive anniversary dates.

**ARTICLE XI**

**HOURS AND OVERTIME**

- A. The current work schedule shall continue. The current work schedule is comprised of a twelve (12) hour shift providing for seven (7) like shifts in a two (2) week period. The shift has two (2) weeks of days and two (2) weeks of nights rotating. This shift schedule is commonly referred to as the "Pittman Schedule."**
- B. Employees agree to report for duty fifteen (15) minutes prior to the start of their scheduled shift and shall be permitted to leave fifteen (15) minutes before the end of their tour of duty provided that all necessary information has been disseminated to the relieving Police Officer who shall be on duty.**
- C. Overtime shall consist of all hours worked in excess of one hundred seventy-three (173) hours on average during each monthly cycle. In addition, any work in excess of the regularly scheduled work day or when an Employee is required to continue to work beyond the end of his normal shift will be considered overtime.**
- D. All Employees covered by this Agreement shall be paid one and one-half times (1.5x) their straight hourly rate of pay for all overtime as defined in Section C, above.**
- E. If an Employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the overtime rate, provided said recall duty is not contiguous with the Employee's normal shift. The Township shall have the right to retain the Employee on duty for the minimum time period.**
- F. If an Employee is called in to work a regular shift on his regular day off, the Employee, at the discretion of the Chief of Police or Public Safety Director, will receive**

monetary compensation, or another day off for the time worked.

**G. Employees agree to continue the waiver for overtime compensation for additional hours worked as generated by the current schedule providing for three consecutive 12 hour shifts worked and three consecutive 12 hour shifts off or any agreed upon configuration of a 12 hour shift that provides 24 hour coverage to the Township, with essentially the same hours worked. If a change in the 12 hour schedule becomes necessary, the parties will meet to discuss the needed changes. Unless the changes are exigent, notice will be given 30 days in advance by the requesting party. The waiver only applies to the extra hours generated by this schedule and all overtime described in the preceding paragraphs will be compensated in the prescribed manner.**

**H. If an Employee must appear in Court on his day off, he shall receive a minimum of two (2) hours compensation at his overtime rate.**

**I. Overtime work shall be distributed on a rotating basis based upon a determination of the Chief of Police or Public Safety Director concerning any training or skills which may be required in determining which employee shall be assigned overtime. All employees may be required to work a reasonable amount of overtime.**

**J. Both overtime pay and compensatory time will be given at the rate of one and one-half (1 1/2) times the hourly rate as computed by Section L, below.**

**K. Employees who work overtime that has been approved in advance by the Chief of Police or Public Safety Director, or his designee, may request either pay or compensatory time for such overtime work. The Chief of Police or Public Safety Director at his sole discretion will determine whether the payment will be monetary or compensatory time. Scheduling of compensatory time off is subject to the approval of the**

**Chief of Police or Public Safety Director. The Chief of Police or Public Safety Director will not refuse an Employee's reasonable request.**

**L. Overtime pay will be computed by dividing the Employee's yearly salary by 2080.**

## **ARTICLE XII**

### **CLOTHING ALLOWANCE**

- A. The Township shall provide uniforms for all Police Officers.**
- B. The Township shall provide for cleaning of Police Officers' uniforms through a contract with a local dry cleaner at no expense to the Police Officers.**
- C. The Township shall provide all required and mandated equipment for the Police Officers to perform their duties.**
- D. The Township shall replace damaged watches, glasses and other personal items provided that it is determined by the Chief of Police or Public Safety Director that said damage occurred during the Police Officer's tour of duty and further provide that the Township liability shall not exceed Two Hundred (\$200.00) Dollars for any such item.**

## **ARTICLE XIII**

### **GUN ALLOWANCE**

- A. The Township will furnish a service weapon and current ammunition.**
- B. The Township will furnish ammunition for the purpose of a Police Officer qualifying twice annually with his service weapon.**
- C. The Township will furnish approve fresh duty ammunition to each Police Officer upon completion of each semi-annual firearms qualification.**

## **ARTICLE XIV**

### **HOSPITALIZATION INSURANCE**

- A. The Township shall continue to provide enrollment in hospitalization and medical**

**insurance. The Township will reimburse each Employee for the One Hundred Dollar (\$100.00) deductible.**

**B. Retired Employees may, if permitted by the carrier, continue to be covered under hospitalization and medical insurance provided such Employee makes payment directly to the insurance agent for coverage for himself and dependents.**

**C. The Township may, at its option, change insurance carriers or plans or self-insure so long as in the aggregate substantially similar benefits are provided.**

**D. At the option of the Employee, an Employee may choose to reduce medical coverage or to eliminate medical coverage entirely. In the event the Employee chooses to completely eliminate medical coverage, the Employee will provide the Township with proof of alternate insurance. If the Employee chooses to "opt down or opt out" of the medical coverage the Township will pay the Employee fifteen percent (15%) of the savings in medical costs. Such payment is to be made as a yearly stipend unless the Employee returns to the previous coverage level during the year, which shall be prorated for the period in question. Said Employee shall also be given the option each year to opt back into the Township's medical insurance plan, during the open enrollment period, except under exigent circumstances when there is a loss of coverage.**

## **ARTICLE XV**

### **SHIFTS**

**A. The Chief of Police or Public Safety Director shall have the right to make changes in the starting and stopping times of the daily work schedule in cases of emergencies. Any such temporary schedule changes shall be for the efficient operation of the Department and only during the extent of the emergency.**



**B. "Emergency" as used herein shall include any unusual conditions caused by any circumstances or situation including shortages in the personnel of the Department or force caused by vacancies (table of organization positions which are unfilled) sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled as shall be determined by the Chief of Police or Public Safety Director.**

**C. The limits and standards to be observed in determining such "emergency" include:**

- 1. Incidents caused by the Employer shall be unintentional and of an accidental nature;**
- 2. The emergency must involve a situation which threatens the health, safety and welfare of the public;**
- 3. The emergency must be of limited time duration; and**
- 4. Any violation or suspension of contractual agreements must be limited only to the duration of the emergency.**

**D. Temporary personnel reduction due to economic reasons shall not be construed to constitute an emergency.**

**E. The Association shall be notified prior to the implementation of any permanent changes in the tours of duty, and shall have the right to discuss any permanent changes with the Chief of Police or Public Safety Director and/or the Township Administrator, the Mayor, and the Township Committee within thirty (30) days from the date of receiving notice of the proposed changes or by the date of the regularly scheduled Township Committee meeting next following notice of the proposed changes whichever is**

later. Upon termination of the notice period, the Employer shall have the right to implement any such proposed changes in the tours.

## ARTICLE XVI

### PERSONAL DAYS

A. All full-time Employees shall be entitled to four (4) personal days per year on a prorated basis depending on the amount of time the Employee has worked during the year. New Employees shall be entitled to personal leave as follows:

After three (3) months	One (1) day
After six (6) months	One (1) additional day
After nine (9) months	One (1) additional day
After one (1) year	One (1) additional day

B. Personal days must be utilized during the twelve month calendar year. Unused personal days will not be carried over or credited to accumulated time.

C. An Employee may utilize a personal day without reason or explanation provided that:

1. The Employee has given the Chief of Police or Public Safety Director at least forty-eight (48) hours notice of his intent to utilize a personal day, except in cases of emergency; and
2. No more than one (1) Employee shall be granted the same day as a personal day.

## ARTICLE XVII

### SUPPLEMENTARY EMPLOYMENT

A. Supplementary Employment shall be any outside employment undertaken by any

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**Employee covered under this Agreement that does not interfere with the Employee's performance of his sworn duty, or the logistical operation and scheduling of the Department, and as approved by the Chief of Police or Public Safety Director.**

**B. Any supplemental employment under "color of authority", i.e., road construction, traffic duty, large social gatherings, etc. occurring within the confines of the Township shall be charged to the contractor at \$75.00 per hour with \$65.00 per hour paid to the employee and \$10.00 per hour paid to the Township.**

**C. Any Employee covered under this Agreement who engages in supplementary employment outside the confines of the Township which meets the requirements of Section A, above shall not be supplied with Township equipment other than the items of identification required by law, and shall not be covered by any benefits enjoyed while engaged in the performance of his regular Township employment.**

**Compensation for such outside employment shall be paid directly to the Employee by the contractor at the prevailing rate.**

#### **ARTICLE XVIII**

##### **EMPLOYEE RIGHTS DURING INVESTIGATION**

**A. The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:**

- 1. The interrogation of an Employee shall be at a reasonable hour, preferably**

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when the Employee is on duty;

2. The Employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant;

3. The questioning shall be reasonable in length and time shall be provided for personal necessities, meals, telephone calls, and rest periods as are necessary;

4. The complete interrogation of the Employee may, at the option of the Chief of Police or Public Safety Director, be mechanically record and copies of tapes shall be provided to the PBA;

5. The Employee shall not be threatened with transfer, dismissal or other disciplinary punishment; and

6. In all cases and at every stage of the proceedings, the Department shall afford an opportunity for the Employee, if he so requests, to consult with counsel and/or his PBA representative(s) before being questioned concerning any violation or complaint of any type, which may result in any disciplinary action being taken against said Employee.

B. This Article shall not preclude a supervisor's right to question subordinates relative to their daily activities.

#### ARTICLE XIX

#### PBA REPRESENTATIVE

A. Accredited representatives of the PBA who are Police Officers may enter Township facilities or premises at reasonable hours for the purpose of observing work conditions of their constituents or assisting in the adjustment of grievances. When the Association decides to have its representatives enter the Township facilities or premises, it will request such permission from the Chief of Police or Public Safety Director or his

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designee.

- B. Convention leave will be provided pursuant to New Jersey State Law.

## ARTICLE XX

### ACCESS TO PERSONNEL FOLDERS

- A. An Employee shall have the right, at least annually at the time of his written evaluation, and also following the placing of any document in his personnel folder, upon 24-hour written notice to the Township, to inspect his personnel folder and to examine any criticism, commendation, or any evaluation of his work performance or any other document which has been placed in that folder.
- B. The Employee shall also have the right to respond in writing within ten (10) days to any negative statements contained therein and such response shall be placed in the Employee's folder and shall become part of his permanent work record.

## ARTICLE XXI

### TRAINING AND EDUCATION

A. Mandatory Training:

1. The Mayor and Township Committee may, from time to time, establish a schedule of mandatory training and education courses. Accompanying said schedule, the Mayor and Township Committee shall promulgate guidelines for costs incurred for training.
2. Police Officers must successfully complete any and all mandatory courses.

- B. Physical Fitness: All employees are expected to be in good physical condition in order to perform their duties properly.

**ARTICLE XXII**

**PRINTING OF AGREEMENT**

The Township shall reproduce this Agreement in sufficient quantity so that every Employee may be provided with a copy and so that there may be sufficient copies in reserve for any Employee hired during the term of this Agreement. This reproduction and distribution shall be accomplished within thirty (30) days of the signing of this Agreement.

**ARTICLE XXIII**

**MISCELLANEOUS**

**A. Notification of Leave Balances:**

Each Employee shall be provided with annual leave balances on a quarterly basis.

**B. Mileage Allowances:**

In the event an Employee is required and directed to use his personal vehicle for any business or activity related to his/her employment, he/she shall be compensated for such use at the current IRS rate.

**C. Bulletin Boards:**

The Association shall have the exclusive use of a bulletin board at Police headquarters for the posting of notices of interest to Association members.

**D. Military Leave:**

Military leave shall be provided in accordance with the applicable law.

**E. Outside Employment:**

It is understood that full-time Employees will consider their positions with the

Township as their primary job. Any outside employment is subject to approval in advance by the Chief of Police or Public Safety Director and must not interfere with an Employee's efficiency in his position with the Township.

**F. Dues:**

Association dues will be paid directly out of the members' paychecks and provided directly to the Association.

**ARTICLE XXIV**

**SEPARABILITY AND SAVINGS**

A. If any provisions of this Agreement or any application of this Agreement to any Employee or group of Employees is held invalid by operations of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. If any such provision is declared invalid by operation of law, the parties to this Agreement will forthright entertain negotiations on the invalid provisions.

**ARTICLE XXV**

**FULLY BARGAINING PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an

instrument in writing and executed by both parties.

**ARTICLE XXVI**

**DURATION OF AGREEMENT**

A. This Agreement shall be in full force and effect as of January 1, 2010, and shall remain in effect to and including December 31, 2012, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

B. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 2010 for all Employees on the Township's payroll as of the date of the signing of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals of Franklin Township, New Jersey this        day of        , 2010.

PBA LOCAL NO. 188

By:

[Signature] 2/3/10

Attest:

By:

[Signature] 2/3/10

FRANKLIN TOWNSHIP

By:

[Signature]

Attest:

By:

[Signature]

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