

**CONTRACT**

**BETWEEN**

**BOROUGH OF AUDUBON**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO  
DISTRICT COUNCIL 71, LOCAL 3303M**

**EFFECTIVE JANUARY 1, 2007 - DECEMBER 31, 2010**

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## **PREAMBLE**

This Agreement entered into by the Borough of Audubon, hereinafter referred to as the “Employer”, and Local #3303M which is affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this contract shall be January 1, 2007 nunc pro tunc through December 31, 2010.

## ARTICLE I – RECOGNITION

**Section 1:** The Employer recognizes the Union as the Bargaining Agent for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for all of its employees holding the present job titles, which is part of this Agreement. This recognition, however, shall not be interpreted as having an effect on or in any way abrogating, the rights of employees as established by Chapter 123, P.L. 1974.

- A. Police Clerk
- B. Deputy Court Administrator
- C. Assistant Deputy Violation Clerk
- D. Deputy Tax Collector/Tax Search Officer
- E. Tax Clerk
- F. Deputy Treasurer/Payroll
- G. Accounts Payable Clerk
- H. Construction Secretary
- I. Public Works Secretary

## ARTICLE II – CHECK OFF

**Section 1:** Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with a list of names of all employees for whom the deductions were made, by the fifteenth (15<sup>th</sup>) day of the succeeding month after such deductions were made. The revocation of this authorization shall be in accordance with the provision of applicable statutes as presently existing, or as may be amended. Drop dates shall be effective as of July 1 of each year in accordance with statute.

Section 2: Any employee in the Bargaining Unit on the effective date of this Agreement, who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of successfully completing a six month probation period after the initial date of hire within the unit or any employee shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular union's membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the Representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement, so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

### **ARTICLE III – WORK SCHEDULES**

**Section 1:** The regular starting or quitting time of working shifts will not be changed without reasonable notice to the affected employee(s) and reasonable amount of time necessary for such a change is a minimum of sixty (60) days notice. All employees covered by this agreement shall remain as salaried employees paid on a weekly basis. The core operating hours for all departments will remain as they presently are with adjustments being made, if and when it is deemed necessary to meet the needs of the residents and/or departmental functions. For security reasons, no employee shall be left alone in the building.

**Section 2:** Employees shall be entitled to one hour paid lunch daily.

**Section 3:** All employees are expected to be at their work stations, ready to work, at their scheduled starting time, both at the start of the work day, following breaks and until the end of the scheduled work day.

**Section 4:** The work schedule has been specifically modified for the Deputy Court Administrator in order to compensate for any off-hour calls that may arise as a result of the job responsibilities. Should another form of compensation for these duties be established, the regular work hours will follow the court schedule.

**Section 5:** The hours for the police clerk will remain as they currently are to meet the needs of the residents and the department.

## **ARTICLE IV – CALL-IN TIME AND ON-CALL TIME**

**Section 1:** Any employee who is required to return to work during periods other than his regularly scheduled hours shall be paid time and one half for such work. A minimum of two (2) hours of overtime shall be paid to any employee who returns to work, for any reason during the hours of 10:00 PM – 6:00 AM.

## **ARTICLE V – OVERTIME**

**Section 1:** Overtime shall be considered all time worked in excess of an employee's normal workday or workweek and shall be compensated at the rate of one and one-half the employee's base rate of pay. Thirty-seven and one-half (37.5) hours represents a workweek. Overtime must be assigned and approved in advance by the Department Head.

**Section 2:** All overtime work performed on Saturday shall be at the rate of time and one-half.

**Section 3:** All work performed on Sunday shall be compensated at the rate of double time.

**Section 4:** All work performed on a holiday shall be compensated in accordance with Article VIII.

**Section 5:** Overtime work shall be voluntary, except in cases of emergency, and it shall be offered on a voluntary basis first at all times.

**Section 6:** If there are no qualified volunteers for overtime, the Borough shall assign such duties to appropriately qualified employees on a rotational basis.

**Section 7:** Overtime work shall be distributed as equally as possible among all members of the Bargaining Unit within each classification.

**Section 8:** Overtime shall be paid currently.

**Section 9:** No employee shall have his work shift, workday or workweek changed for the purpose of avoiding overtime.

### **ARTICLE VI – SENIORITY**

**Section 1:** Seniority is an employee's total length of service with the Borough, beginning with his original date of hire. Part time employees shall receive one-half (1/2) year credit for each full year of employment.

There will be no break in seniority when there is an approved leave of absence, (ie. medical, educational, military) provided the approved leave does not exceed one (1) year.

### **ARTICLE VII – RATES OF PAY**

**Section 1:** An employees who shall be permanently or temporarily assigned to a higher paid job shall receive the pay rate for that higher paid job, after five (5) consecutive days.

**Section 2:** Pay checks shall be distributed on Fridays by the end of the workday on a weekly basis. In case of Holidays that fall on the payday, checks shall be distributed on the preceding workday.



**Section 3:** All employees whose titles are covered under this agreement shall receive to their base salary, wage increases as follows, retroactively to January 1, 2007:

January 1, 2007 – Four percent (4%)

January 1, 2008 – Four percent (4%)

January 1, 2009 – Four percent (4%)

January 1, 2010 – Four percent (4%)

Starting salaries of \$24,643.00 to begin as of January 1, 2007, retroactive. Starting salary will increase each year commensurate with the percentages set forth above. However, a starting salary range for the Position of Deputy Court Administrator is set at \$28,000 to \$33,500 effective retroactively to January 1, 2007.

Part-time employees that work 20 to 29 hours per week will receive fifty (50%) percent of sick, vacation and personal days benefits, as set forth in this contract. Part time employees that work more than thirty (30) hours per week will receive sick, vacation and personal days benefits, as set forth in this contract.

## ARTICLE VIII – HOLIDAYS

**Section 1:** The following fourteen (14) days are recognized as paid holidays:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve

**Section 2:** Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated the following Monday. Holidays which fall within an employees vacation period, shall not be counted as a Vacation Day.

**Section 3:** All work scheduled and performed on a Holiday shall be compensated at the rate of double time.

## ARTICLE IX – PERSONAL DAYS

Each employee shall be entitled to six (6) personal days per year. These days may be used in the form of one-half (1/2) day allotments.

## ARTICLE X – SICK LEAVE WITH PAY

**Section 1:** Employees covered by this Contract shall be entitled to the following sick leave with pay:

- A. One working day sick leave with pay, for each one (1) month of service from the completion of the probationary period, up to and including December 31 next following such date of appointment. If any employee requires none of a portion of allowable sick leave for any calendar year, the amount of such sick leave not taken shall accumulate up to a maximum of 120 days. An employee shall be entitled to such accumulated sick leave with pay when needed. For calculation purposes, accumulated sick leave will begin with January 1, 1996.
- B. Sick leave for purposes herein described is defined to mean absence of any employee from duty because of personal illness which prevents his performing the usual duties of his position, to care for a member of his/her immediate family, scheduled or emergency medical appointments.
- C. If an employee is absent for five (5) or more consecutive working days, for any reason set forth in the preceding paragraph, the Department shall require acceptable evidence of such illness. (A certificate from the employee's doctor.)
- D. After one full year of employment, each employee shall be credited with the appropriate sick time, as of January 1 of each year.
- E. Employees must call in and notify the Department Head or Supervisor as to the need for sick leave on each day the leave is requested, unless a physician's written verification is provided to the Department Head, advising them of the

expected number of days the employee will be absent due to the illness. Such calls must be made by the start of the employee's shift, except where an emergency prevents such reporting. All such calls should be made to the appropriate department of the employee involved.

- F. Upon retirement, employees who have twenty-five (25) years of service, with the Borough of Audubon, may sell back accumulated sick time up to a maximum of \$2,500.00, or they may elect to utilize the time, up to the value of \$2,500.00, prior to their last day of employment.

#### **ARTICLE XI – WORKER'S COMPENSATION**

Section 1: When an employee is injured on duty, he is to receive worker's compensation due him. The normal pension contribution will be funded by the Borough. The employee has the option to continue his contributory insurance.

## **ARTICLE XII – LEAVES OF ABSENCE**

### **Section 1: Funeral Leave**

In the event of a death in the immediate family, an employee shall be entitled to a paid leave of absence from the date of the death through and including the day after the day of the burial, but not to exceed five (5) days. Immediate family members consist of spouse, parent of employee or spouse, children of employee or spouse, brother or sister of employee, grandchild or resident dependent of the Household. In the event of a death in the family of brother or sister-in-law, aunt, uncle, grandmother, grandfather, niece or nephew, paid leave shall be granted for one (1) day to attend the funeral.

### **Section 2: Child Care Leave**

Such leave shall commence upon birth of the child and/or placement for adoption of a child or within one year thereafter. The Employer shall provide paid health insurance and other benefits as provided herein only for the first twelve weeks of such leave.

### **Section 3: Military Service – Leave of Absence**

In accordance with statutory provisions, any employee who is a member of the reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or to perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. Any employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted an unpaid leave of

absence for the period of military service. Such leave shall be without paid health insurance and other benefits as provided herein.

**Section 4: Jury Duty – Leave of Absence**

When an employee submits proof of the necessity of Jury Service or appearance as a witness pursuant to a subpoena or other order of a court or body, an employee shall be granted a leave of absence with pay with no charge against leave credits.

**Section 5: Leave of Absence (Except Military)**

- A. An employee may be granted a leave of absence without pay for a period not to exceed ninety (90) days. Requests for any leave must be made at least three weeks in advance to the Department Head and approved by both the Department Head and Commissioner with jurisdiction over said Department. This leave is subject to renewal for reasons deemed proper and approved by the Employer.
- B. At the expiration of such leave, the employee shall be returned to the position from which he is on leave with all increases granted during his leave for his job classification.
- C. Such leaves shall be without Employer-paid health insurance and other benefits as provided herein.
- D. Seniority shall be retained and shall accumulate during all leave.
- E. The employee shall be responsible to submit the necessary request for such leave of absence.
- F. Employees are entitled to leaves pursuant to the New Jersey Family Leave Act and the Federal Family Medical Leave Act.

**Section 6:** An employee who would lose benefits coverage under any of the preceding sections shall retain any and all rights he may have under any applicable law to purchase such benefits from the employer at his own expense.

### **ARTICLE XIII – VACATION**

Permanent employees shall be granted vacation as follows:

1. After one (1) full year of employment – two (2) weeks
2. After five (5) full years of employment – three (3) weeks
3. After ten (10) full years of employment – four (4) weeks
4. After fifteen (15) full years of employment – five (5) weeks
5. After twenty (20) full years of employment – six (6) weeks

Employees may take one week of vacation in days, more with the approval of the Department Head. The Department Head has the right to refuse vacation schedules, if work conditions warrant. Employees with at least four (4) weeks of vacation must take one week prior to June 30<sup>th</sup> of each year. An employee may carry over one week's vacation, with the advance approval of the Supervisor. Unused vacation must be taken in the first quarter of the following year.

## **ARTICLE XIV – LONGEVITY**

**Section 1:** Those employees covered under this contract agreement and employed full time on the effective date of this agreement, shall be granted a longevity bonus on or before November 30, payable by the first pay period of December, in accordance with the following formula:

- A. Two percent (2%) of annual base salary after five (5) years of continued employment.
- B. Three and one half percent (3 ½%) of annual base salary after ten (10) years of continued employment.
- C. Five and one half percent (5 ½%) of annual base salary after fifteen (15) years of continued employment.

There will be no longevity for new hires after January 1, 1996, effective the date of this Agreement.

## **ARTICLE XV – CLOTHING MAINTENANCE**

Any employee that is required to wear uniforms in accordance with Departmental rules and regulations, shall be granted a clothing allowance of \$500.00 each year of the Contract. In addition, each employee required to wear a uniform shall receive \$400.00 each year as reimbursement for uniform maintenance, for the length of this contract.



## **ARTICLE XVI – LAYOFF**

**Section 1:** In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority.

## **ARTICLE XVII – SCHOOLING & SEMINARS**

When an employee is required or requests to attend training in relation to their employment, the course shall be paid by the Borough, when approved by the Department Head and the employee has successfully completed the course.

When an employee has used his own automobile for transportation, they shall be reimbursed at the rate of forty-eight and one-half cents (48.5¢) per mile, based upon the actual mileage to and from the place of training and shall be reimbursed for all tolls and parking.

While attending school or seminars, the employee shall receive expenses to cover the cost of meals at the rate of \$5.00 for breakfast, \$10.00 for lunch and \$15.00 for dinner, after receipts are submitted, and provided the meals are not included as part of the seminar.

## ARTICLE XVIII – GRIEVANCE PROCEDURE

**Section 1:** Any grievance or dispute arising between the parties with respect to the application, meaning or interpretation of the sections contained in the Agreement, also included in the scope of grievable items are disciplinary actions and shall be settled in the following manner.

**Step One:** The employee shall take up the grievance or dispute in writing to the employee's Department Head within five (5) working days of its occurrence. Failure to act within said five (5) day period shall be deemed to constitute an abandonment of the grievance. The Department Head shall try to adjust the matter and shall respond to the employee or steward within five (5) working days.

**Step Two:** If the grievance still remains unadjusted, it shall be presented by the Union Representative to the Commissioner in charge, in writing within ten (10) working days, after the response from the Department Head, he/she shall meet with the Union Representative within ten (10) working days and respond in writing to the appropriate party within ten (10) working days after said meeting.

**Step Three:** If the grievance remains unsettled, the representative may within fifteen (15) working days, after the reply from the Commissioner is due, by written notice to the Board of Commissioners, request a resolution of the grievance. If the grievance remains unsettled, the representative may proceed to Arbitration. A written notice will be forwarded to the Board of Commissioners in this event.

**Section 2:** A request for a list of arbitrators shall be made to the Public Employment Relations Commission, by the moving party and both parties shall then be bound by the rules and procedures of P.E.R.C., in the selection of the arbitrator. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator's decision shall be final and binding on both parties. The arbitrator shall not have the authority to alter the terms of this Agreement.

**Section 3:** Expenses for the arbitrator's service and proceedings under Section 2 shall be borne equally by the employer and the union. No employee shall be denied his compensation for his appearance as a witness in accordance with this Article. If either party desires a verbatim record of the proceedings, it may request that such a record be made, providing it pays for the record and makes copies available to the other party and the arbitrator.

## **ARTICLE XIX – DISCIPLINE AND DISCHARGE**

**Section 1:** There shall be no discipline or discharge except for just cause.

**Section 2:** No form of verbal reprimand shall be expressed to an employee in such manner that would cause an ordinary person embarrassment in front of other employees or the general public.

**Section 3:** Other than a verbal reprimand, the employee and the Union shall be furnished with a written copy of any disciplinary action taken, with the reasons therefore.

**Section 4:** Employees shall have the right to appeal any discipline through the grievance and arbitration procedure. The appeal shall be instituted at a step level of the grievance procedure.

## ARTICLE XX – BILL OF RIGHTS

**Section 1:** To ensure that the individual rights of employees in the Bargaining Unit are not violated, the following shall represent the Employee's Bill of Rights:

- A. An employee shall be entitled to union representation at each and every step of the grievance procedure set forth in this Agreement.
- B. An employee shall be entitled to union representation at each stage of a disciplinary hearing.
- C. No employee shall be required by the Employer and/or its agents to submit to an interrogation leading to formal charges unless the employee is afforded the opportunity of union representation.
- D. No recording devices or stenographer of any kind shall be used during any meeting, unless both Union and Employer are made aware of their use prior to such meeting, and mutually agree to such.
- E. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Employer.
- F. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this Agreement.

## **ARTICLE XXI – POSTING OF PERMANENT VACANCIES**

**Section 1:** The Borough agrees to give consideration to an employee applying for any vacancies or newly created position, provided he has the ability to perform the work involved. Employees will be notified of any positions considered to be filled by written notice. Notices will be posted in the employee break room and shall include the position and deadline for application.

## **ARTICLE XXII – TRANSFERS**

**Section 1:** All requests for transfers to newly created, temporary or vacant positions shall be made by the employee in writing.

**Section 2:** The Employer shall notify the employee and the Union within ten (10) working days of the original request for transfer to a vacant position as to the reason for denial of the aforementioned request. All denials shall be subject to the grievance procedure as set forth in this Agreement.

**Section 3:** All transfers and/or requests for transfer shall be approved on the basis of an employee's seniority and qualifications.

## **ARTICLE XXIII – EQUAL TREATMENT**

**Section 1:** There shall be no coercion, intimidation, or discrimination on the part of either the Employer or the Union, or their respective agents, officers or members, against any employee covered by this Agreement for reasons of age, sex, color, religious belief, national origin, union membership or non-membership.

## **ARTICLE XXIV – SAFETY AND HEALTH**

**Section 1:** The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices that may be reasonably necessary to insure their safety and health. The parties agree to use their best efforts jointly to achieve these objectives. It is understood that reasonable safety rules of the Employer, not inconsistent with Federal and State Law, shall be complied with by all employees. Employees will accept their responsibility to immediately alert their Department Head of any unsafe conditions and to alert their fellow co-workers.

## **ARTICLE XXV – STRIKES AND LOCKOUTS**

**Section 1:** In addition to any other restrictions under the Law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down in the rate of work or in any manner cause interference with or stoppage of the Employer's work.

**ARTICLE XXVI – HEALTH AND MEDICAL BENEFITS**

- A. The Borough agrees to continue in full force and effect for all full time employees during the term of this contract, the present Health and Medical Benefits. The Prescription co-pay shall be as follows:
- Name Brand - \$10.00                  Generic Brand - \$5.00
- Mail Orders - \$0.0
- B. The Borough retains the right to change insurance carriers to institute self-insurance, so long as the benefits are equal to or better than the current package of the New Jersey State Health Benefits Plan or any other plan offered by the Borough of Audubon. Prior to implementing any changes, the union must be notified and given the opportunity to respond.
- C. All employees will be reimbursed the sum of \$500.00 for eyecare with the submission of proper documentation. (Eyecare shall consist of exams, eyeglasses, contacts, etc.)
- D. The Borough agrees to continue in full force the current Dental Plan for employees, spouse and eligible dependent.
- E. Employees who retire after twenty-five (25) years of employment with the Borough, shall be entitled to full medical benefits in the Public Employees Retirement System. The Borough agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program, including surviving spouses, if such employees retire from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits

Program on a benefit based on 25 years or more of service accredited in such retirement system, excepting the employees who elected deferred retirement, but including employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission.



## **ARTICLE XXVII – GENERAL PROVISIONS**

### **Section 1: Union Bulletin Board**

The employer agrees to furnish and maintain a suitable bulletin board in a convenient place or work area in the building, to be utilized by the union for the union and safety notices only. The bulletin board shall not be used for any political purposes whatsoever.

### **Section 2: Union Activities on Employer's Time and Premises**

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, a union representative shall be allowed to:

- a. Post Union notices;
- b. Transmit communications authorized by the Local Union or its officers to the Employer or his representative, both written and oral.
- c. Grievance investigation
- d. Attend District Council 71 Executive Board – Bi-Monthly meetings.

### **Section 3: Visits by Union Representatives**

The employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees both Local and District, or International, shall have the right to visit the premises during working hours so long as such visit shall not interfere with employee duties.

## **ARTICLE XXVIII – DUPLICATION OF AGREEMENT**

**Section 1:** The Employer shall be responsible for reproducing this Agreement and will furnish fifteen (15) copies to the Union for distribution to employees and officials of the Union.

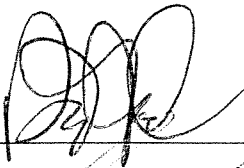
**ARTICLE XXIX – TERMINATION**

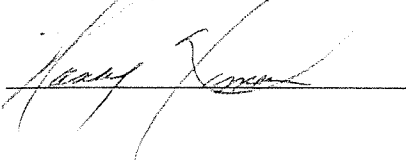
**Section 1:** This Agreement shall be effective and remain in full force through December 31, 2010. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth.

**IN WITNESS WHEREOF, the parties have set their hands and seals this**


2<sup>nd</sup> day of April, 2007.

**BOROUGH OF AUDUBON**

By: 

By: 

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO, COUNCIL 71,  
LOCAL 3303M**

By: 

By: 