

AGREEMENT BY AND BETWEEN
THE BOROUGH OF AUDUBON AND
THE FRATERNAL ORDER OF POLICE
LODGE #76



JANUARY 1, 2006
through
DECEMBER 31, 2009

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PREAMBLE

This agreement, dated this 29 th day of September, 2006, is entered into between the Borough of Audubon (hereinafter referred to as the Borough) and the Fraternal Order of Police Lodge #76 (hereinafter referred to as the Bargaining Unit).

SEVERABILITY

In the event that any provisions of this Agreement between the parties shall be held by operation of the law or by the order of any court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification, revision, or substitution for such clause or clauses.

ARTICLE 1 – UNION RECOGNITION

The Borough agrees to recognize the Fraternal Order of Police Lodge #76 as the sole and exclusive collective bargaining representative of all the full time police officers of the Borough of Audubon, excluding the Chief of Police.

ARTICLE 2 – CONTRACT PERIOD

This agreement shall remain in force and effect until December 31, 2009 and the terms and conditions set forth in this contract are retroactive to January 1, 2006

ARTICLE 3 – GRIEVANCE PROCEDURE

A. Purpose:

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. Nothing herein contained shall be construed to limit the right of an employee, having a grievance, to discuss the matter informally with his superior officer and having the grievance adjusted without the intervention of the FOP.

B. Definition:

The term “grievance” as used herein means a complaint by any employee, that as to him, there has been an inequitable, improper or unjust application, interpretation or violation of this agreement.

C. Presentation of a Grievance:

In presentation of a grievance, the aggrieved shall have the right to present his own appeal or designate an FOP representative or counsel to appear with him.

D. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this agreement;

STEP 1

- A. The aggrieved shall institute action, in writing, signed and delivered to the Chief of Police within five (5) working days of the occurrence. Failure to act within said five (5) day period shall be deemed to constitute an abandonment of the grievance.
- B. The Chief of Police shall render a decision in writing to the aggrieved within five (5) working days after receipt of the grievance.

STEP 2

- A. Should the aggrieved disagree with the decisions of the Chief of Police, then and in that event, the aggrieved may within five (5) working days of the decision, submit the grievance to the Commissioner in charge of public safety. The grievance shall be in writing and signed as the issues in dispute. Within five (5) working days after the receipt of the grievance, the Commissioner in charge of public safety shall render his decision.

STEP 3

- A. Should the aggrieved be dissatisfied with the Commissioner's decision, such person has five (5) working days in which to request the presentation of his grievance before the entire Board of Commissioners. The Board of Commissioners shall review the decision of the Commissioner in charge of public safety together with the disputed areas submitted by the aggrieved. The aggrieved and/or the FOP representative on council may request an appearance before the Board of Commissioners. The Commissioners will render their decision within ten (10) days after the matter has been presented to them.

STEP 4

- A. Should the aggrieved be dissatisfied with the decision of the Board of Commissioners, then and in that event, the aggrieved has five (5) working days within which to request the appointment of an arbitrator.

- B. A joint request will be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- C. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the **PERC** to submit a second roster of names.
- D. If the parties are unable to determine within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list to **PERC** may be requested by either party to designate an arbitrator.
- E. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the agreement between the parties or any policy of the Borough. The arbitrator will submit findings of the fact and recommendations only. Only the Board of Commissioners and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations.

ARTICLE 4 – LEAVE OF ABSENCE WITH PAY

In the event of a death in the immediate family, an employee shall be entitled to a leave of absence with pay from the date of the death through the date of the burial, (not to exceed five days). Immediate family shall be defined as spouse, parents of employee or spouse, children, brothers or sisters, or other resident dependents of the household.

In the event of a death in the family other than the immediate family and an employee desires to attend the funeral, he shall be paid for the day of the funeral.

In the event of an emergency in the immediate family, time off with pay may be granted up to three (3) days in each emergency with the approval of the Chief of Police.

The Borough shall permit FOP representatives to attend all state and national conventions to the extent mandated by State law.

ARTICLE 5 – LEAVE OF ABSENCE WITHOUT PAY

An employee shall be entitled to a leave of absence without pay for the time necessary for such employee to render active military service, during the actual time he is actively in such service on a full-time basis. This provision applies to both active and reserve duty obligations.

A leave of absence without pay may be granted to an employee for a period not exceeding one (1) year upon written application and approval thereof by the Director of Public Safety.

In the event that an employee is granted a leave of absence without pay in accordance with paragraph two (2) of this article and returns thereafter to the employ of the Borough, said time of leave of absence will be deducted from the computation of his years of service.

ARTICLE 6 – TRAINING

While an employee in the bargaining unit is required to attend a police academy, technical school, seminar or firearms qualifications program in conjunction with his employment, he shall receive his normal pay during enrollment at such institution and shall receive payment at straight time if required to attend during off-duty hours.

ARTICLE 7 – HEALTH INSURANCE COVERAGE

The Borough agrees to pay for the full cost and provide coverage for all eligible employees and their immediate families in accordance with the definition of the insurance carrier for hospital and medical insurance and major medical expense insurance in accordance with the plan promulgated by and for the State of New Jersey. Effective with the contract period of January 1, 1998 and not retroactive prior to that date, the Borough agrees to provide the above medical coverage for members only, who retire on a disability pension. This coverage could be protected by suitable constraints mandated by the Borough and agreed to by the Bargaining Unit.

Enforcement of any constraints concerning a retiree will not be a matter for any grievance if the retiree is not a member of FOP Lodge #76.

ARTICLE 8 – EYE CARE, PRESCRIPTION, DENTAL AND DISABILITY BENEFITS

- A. The Borough agrees to pay up to **\$500.00** effective January 1, 2006 per employee and family per year for eye care as follows:
1. The Borough shall pay for eye examinations when performed by a qualified doctor.
 2. The Borough shall pay for corrective vision and lenses when prescribed by a qualified doctor.

- B. The Borough shall provide a prescription benefit plan by either contracting with the Audubon Board of Education to provide coverage under the board's prescription plan or the Borough shall provide other coverage substantially equal to or better than the PCS #163 plan. **Prescription Co-Pays will be as follows: \$5.00 Generic, \$10.00 Brand Name and no co-pay for mail in prescriptions.**
- C. The Borough shall provide, at only such cost to the employee as may be mandated by law, the State Health Benefits Disability Plan which is substantially equal to or better than the aforesaid plan.
- D. The Borough agrees to continue dental coverage in full force.

ARTICLE 9 – STRESS MANAGEMENT

It is agreed that the Audubon Police Department will follow the police stress unit's critical incident procedures approved by the International Critical Incident Stress Foundation and adopted by the New Jersey State FOP.

ARTICLE 10 – MEAL ALLOWANCE

When an employee in a bargaining unit is on a special assignment, he may receive a meal allowance upon application to the Chief of Police. Said meal allowance will be granted in relationship to the assignment at the discretion of the Chief of Police of the department. Special assignment is defined to mean "duty that is distinctive or unusual in regard to regular working conditions". Meal allowance is defined as \$5.00 for breakfast, \$8.00 for lunch and \$12.00 for dinner.

ARTICLE 11 – BONUS FOR QUALIFICATION

It is agreed that a bonus in the amount of \$20.00 will be payable to an employee who qualifies as an expert with his service weapon. Said qualification must be paid upon presentation by the employee of a certificate of such qualification from a certified firearms instructor and approved by the Chief of Police.

ARTICLE 12 – REIMBURSEMENT FOR COSTS WHILE ATTENDING SCHOOLS, SEMINARS, ETC.

When an employee is required to attend a police academy, technical school, seminar or firearms qualification program for training in relation to his employment, he shall be reimbursed for reasonable expenses incurred for meals, transportation and lodging while attending said academy, etc. Meal allowance reimbursement will be computed at prices set forth in Article #10 of this document. In order to receive reimbursement for transportation and lodging, the employee must present proof of his actual expenditure. In the event that an employee has used his own automobile

for transportation, he shall be reimbursed at **current IRS rate** per mile based upon the actual mileage from the Borough of Audubon to and from the place of training.

**ARTICLE 13 – COST INCURRED WHILE NOT ON DUTY AND
ATTENDING COURT**

In the event that an employee is required to attend court other than the municipal court of the Borough of Audubon and said employee is not on duty at the time, then and in that event, he shall be entitled to receive a reasonable allowance for mileage and a compensatory day for each day that he is in actual attendance at the court. If an employee uses his own automobile to travel to the court, then and in that event, he shall be reimbursed at **current IRS rate** per mile based upon the mileage to and from court.

ARTICLE 14 – REPLACEMENT OF UNIFORMS AND EYEGLASSES

- A. In the event that a uniform is damaged or destroyed while an employee is acting within the scope of his employment, then and in that event, the Borough agrees to repair or replace that portion of portions of the uniform which has been so damaged or destroyed without cost to the employee.

- B. In the event that an employees' eyeglasses are damaged or destroyed while an employee is acting within the scope of his employment, then and in that event, the Borough agrees to repair or replace that portion or portions of the eyeglasses which have been so damaged or destroyed without cost to the employee. Eyeglasses are defined to be corrective lens with frames prescribed by an ophthalmologist or optometrist.

ARTICLE 15 – REPLACEMENT OF EQUIPMENT

In the event that an employee, while in the course of his employment, destroys, damages or depletes any of his equipment used therein, then and in that event, the Borough agrees to replace the equipment which has been destroyed or depleted.

ARTICLE 16 – PRACTICE AMMUNITION

It is agreed that practice ammunition will be issued in accordance with the needs of the members (and approved by the Chief of Police) in order that the employees may be given the privilege of practicing with their service weapon during the course of the year. Additional ammunition will be supplied for required weapon qualification.

ARTICLE 17 – TRAVELING EXPENSES

All employees traveling outside the Borough on official business at the explicit direction of the Chief of Police shall be paid for reasonable expenses incurred in such travel. The Borough shall endeavor to provide an automobile for such travel. When such automobile is not provided and the employee is required to use his own automobile, he shall be reimbursed at the **current IRS rate** per mile computed on the basis of actual miles to and from the Borough of Audubon and the ultimate destination. The definition of reasonable expenses means reimbursement for meals computed at the rate set for the in Article #10 and actual lodging expenses. In order to be reimbursed for any expenses, the employee must present proof of his actual expenditures.

ARTICLE 18 – VACATION

Permanent employees shall be granted vacation leave as follows:

1. After one (1) full year of employment – **Two (2) weeks.**
2. After five (5) years of employment – **Three (3) weeks.**
3. After ten (10) years of employment – **Four (4) weeks.**
4. After fifteen (15) years of employment – **Five (5) weeks**
5. After twenty (20) years of employment – **Five (5) weeks and three (3) days.**

The scheduling of vacations shall be determined by the Chief of Police in consultation with the Director of Public Safety so that there will be appropriate police coverage for the municipality at all times.

Vacation pay will be computed based upon the annual salary of the employee.

Vacation time for all employees should be scheduled and taken within the calendar year it is earned; however, an employee may accumulate one week of his vacation leave for one additional year, but no further.

In the event that an employee desires to forego a vacation or part thereof, and wishes to serve on duty during that period, he is given the right to do so. However, notification of his desire to work during the vacation must be approved by the Chief of Police in the preceding year and notification to the Chief of Police must be given by said employee by the first day of October in the year preceding the vacation. The purpose of said notification is to insure that appropriate budgetary commitments will be made by the governing body and this clause must be strictly enforced. Prior continuous service in the

Borough of Audubon will be computed in determining the years of service for computation of that vacation.

In the event that an employee desires to utilize one weeks vacation in five (5) days, he may be given the right to do so providing that the employee presents notification to the Chief of Police by the first day of October in the year preceding said vacation.

ARTICLE 19 – HOLIDAYS

- A. By virtue of the nature of the employment, the covered employees are scheduled for stated tours of duty which may fall on the normal recognized legal holidays. In lieu of time off on the holiday, each employee is entitled to seventeen (17) holidays per year. All Holiday request must be approved from the employee's patrol sergeant or immediate supervisor; the time off request will then be hand submitted to the Chief of Police or his designee by 1500 hours the day before. In the event of a Holiday request for a Sunday or Monday, the request must be hand submitted by 1500 hours on Friday. All holiday approvals are at the discretion of the Chief of Police or his designee in consideration of the operational needs of the Audubon Police Department.
- B. Each employee shall be entitled to four (4) personal holidays a year. These personal holidays shall be in addition to the holidays set forth in section "A" of this article.
- C. Each employee may receive pay in lieu of time off for up to six (6) holidays. The employee must serve written notice to the Chief of Police no later than October 15th of each year in which the employee wishes to sell back holidays and such notice shall indicate the number of holidays to be sold back.
- D. Of the total number of holidays, each employee shall be required to use eight (8) holidays by June 30th and five (5) additional holidays by November 1st of each contract year. Any of the aforementioned eight (8) days to be used by June 30th or five (5) days to be used by November 1st not so used shall be submitted for payment in accordance with the provisions of this article.
 - 1. Each employee shall take one (1) personal holiday between January 1st and June 30th; and three (3) personal holidays between July 1st and October 31st.
- E. For any new police employees hired after January 1st, 1998, the following restrictions will apply;
 - 1. One (1) to four (4) years of service: Eight (8) holidays and four (4) personal days with no usage restrictions.
 - 2. Five (5) to nine (9) years of service: Twelve (12) holidays and four (4) personal days having usage restrictions as follows

A. Each employee shall be required to use five (5) Holidays by June 30th and three (3) Holidays between July 1st and November 1st of each contract year. Personal days shall be used as per Article D (1).

This article shall not be retroactive to any time prior to the signing of this contract.

3. After nine (9) years of service: Full holidays and personal days as per this Article.

F. In the event an employee is scheduled to work a shift on one of the following twelve (12) days, said employee shall be paid at the overtime rate for that day. These days are recognized as the "observed" days. Those twelve (12) days are as follows;

- | | |
|-------------------------------|---|
| 1. January 1, "New Years Day" | 7. Town celebration of 4 th of July. |
| 2. Lincoln's Birthday | 8. Labor Day |
| 3. Washington's Birthday | 9. Columbus Day |
| 4. Good Friday | 10. Veteran's Day |
| 5. Easter Sunday | 11. Thanksgiving |
| 6. Memorial Day | 12. Christmas Day |

G. If at any time an officer works overtime on New Years Day, Easter, town celebration of July 4th, Thanksgiving or Christmas Day they will receive payment at time and a half of their overtime rate.

ARTICLE 20 – SICK LEAVE

The employees, after completion of their six month initial probation period, are entitled to **one (1)** day sick leave for each **two (2)** months of service thereafter. Those employees who have been full-time employees with the Borough for more than **one (1)** year shall receive **twelve (12) days** of sick leave.

In order to receive credit for sick leave after **two (2)** full days of absence, the employee must present a certificate from a physician upon his return to work. The Borough reserves the right to have its medical staff evaluate the employee on sick leave.

Sick leave may not be accumulated for more than **one-hundred twenty-six (126) days**. Upon retirement, an employee shall be paid accrued sick leave provided that said employee shall have been steadily employed for the periods listed below by the Borough, in the amount as follows;

- A. **Ten (10) days** after **five (5) years** of service.
- B. **Fifteen (15) days** after **ten (10) years** of service.
- C. **Twenty (20) days** after **fifteen (15) years** of service.
- D. **Twenty-five (25) days** after **twenty (20) years** of service.
- E. **Thirty-five (35) days** after **twenty-five (25) years** of service.

The Board of Commissioners may, solely at its' discretion, grant benefits greater than those set forth in the paragraph when the case is determined to be unusual and/or meritorious.

Pursuant to N.J.S.A. 40A: 14-137, if an officer is injured while on duty, payment will continue at the normal weekly rate for up to one (1) year. In the event that the officer qualifies for Workers Compensation benefits, such benefits may comprise, but shall in no event subtract from the officer's full salary. The Borough may require that the officer be examined by a physician selected by the Borough to qualify for payment. Any and all payments received from Workers Compensation or disability insurance must be paid to the Borough immediately or Borough payments will cease. The Borough shall continue to deduct from the officers' salary all regular tax and pension deductions and shall continue to make its share of benefits and pension contributions. Any sick leave granted to an officer injured while on duty will not be deducted from allowable sick leave.

Unused sick time up to a maximum of **48 hours per year** will be payable to employees covered by the agreement on an active pay status on December 1st. Such payment will be made on or about January 15th of the following year, for the preceding year. All sick leave in any year shall be initially charged against the unused sick leave for the year in which it is taken and then against any accumulated sick leave in prior years.

New employees hired after January 1st, 1998, shall at no time have sick time totals lower than twenty-four (24) days after above said sick time payments are made.

ARTICLE 21 – SCHEDULING OF HOURS

It is the management's prerogative to modify hours and shifts worked by Police Officers within the Borough. As part of this Contract, the parties have negotiated a Contract in which the 12-hour tour-of-duty shift may be implemented within the calendar year 2002. It is agreed that the 12-hour tour-of-duty shift may be implemented unilaterally by the Chief of Police in his sole discretion and the Chief retains control of its continuance or termination during the calendar year 2002. It is understood that the Borough's decision to permit the Chief to implement 12-hour within the year 2002 is on a trial basis and would not, thereafter, be binding upon the Borough to the extent that it chooses to discontinue the 12-hour shifts for any reason. To the extent that the Chief of Police implements the 12-hour shifts in the year 2002, it shall be within the sole prerogative of the Borough of Commissioners, in consultation with the Chief of Police, as to whether to continue 12-hour shifts for any further periods. The implementation of the 12-hour shifts in the year 2002 shall in no way bind the Borough of Commissioners beyond the year 2002.

In an 8-hour, 5-day shift tour of duty, it is generally recognized that a tour of duty in some instances is six (6) days and in others, it is five (5) days. In these circumstances and as nearly as practical, the police department will attempt to schedule work weeks so that employees will generally maintain a five (5) day tour of duty. However, each employee shall receive an off-duty day for each midnight shift rotation for which he is scheduled in the 8-hour, 5-day shift tour of duty. This off-duty day may be used during the following 7am-3pm tour of duty.

This scheduling can only occur if the safety of the Borough is assured and an adequate number of personnel are on each tour of duty in accordance with the regularly accepted police standards. In no event shall the Borough schedule less than two (2) men per shift on any tour of duty.

ARTICLE 22 – CALLBACK AND RECALL

- A. A callback/recall of a shift or any comparable unit during a declared emergency, which has been so proclaimed by the Chief of Police, shall result in payment at overtime to said employees so serving during the declared emergency.
- B. All officers scheduled to work a second shift (or held over into a second or subsequent shift) in a twenty-four (24) hour period shall be paid overtime for those hours worked in that second scheduled shift.
- C. Recall of individual employees will be made on the basis of seniority in rotating order to be determined by the Chief of Police. The officer at the top of the list shall be called for duty; if a supervisor is required then the next available supervisor will be called to work. Any patrolman that is skipped during supervisor recall will remain at the top of the list for the next recall. Any ranking officer is eligible to fill a subordinate's position during the recall or callback.

ARTICLE 23 – WORK IN OTHER CLASSIFICATIONS

Employees working in a higher job classification for a period of at least five (5) days or more (continuously and consecutively), shall receive the pay scale of the higher classification, payable from the first day working in said higher job classification.

Payment under this provision shall be automatically included in the officers weekly pay if the officer has worked continuously and consecutively in the same higher job classification for a period of one-hundred twenty (120) days.

Employees assigned to on-call duty in the Detective Division shall be given an annual aggregate stipend of **six thousand five hundred (\$6500.00)**. Stipend will be divided into 52 weekly payments and disbursed by number of weekly assignments worked by those members. Payment will be made in the last pay period of December

in the contract years. In no event shall the Borough be required to pay a total amount in excess of the above annual aggregated stipends provided for in this provision.

ARTICLE 24 – SALARIES

It is agreed that each employee in the bargaining unit shall receive the below listed annual salaries retroactive to January 1, 2006. Yearly salaries are effective on the first pay period of each year.

<u>RANK / STEP</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
<u>1st year Patrolman-</u>	\$ 39,794.00	\$ 41,585.00	\$ 43,456.00	\$ 45,303.00
<u>2nd year Patrolman -</u>	\$ 47,934.00	\$ 50,091.00	\$ 52,345.00	\$ 54,570.00
<u>3rd year Patrolman -</u>	\$ 52,947.00	\$ 55,330.00	\$ 57,820.00	\$ 60,277.00
<u>4th year Patrolman -</u>	\$ 58,280.00	\$ 60,903.00	\$ 63,644.00	\$ 66,349.00
<u>Top Patrolman -</u>	\$ 63,611.00	\$ 66,474.00	\$ 69,465.00	\$ 72,417.00
<u>Corporal -</u>	\$ 64,688.00	\$ 67,599.00	\$ 70,641.00	\$ 73,643.00
<u>Sergeant -</u>	\$ 67,277.00	\$ 70,304.00	\$ 73,468.00	\$ 76,590.00
<u>Lieutenant -</u>	\$ 73,688.00	\$ 77,004.00	\$ 80,469.00	\$ 83,889.00
<u>Captain -</u>	\$ 75,686.00	\$ 79,092.00	\$ 82,651.00	\$ 86,164.00

ARTICLE 25 – LONGEVITY

Those employees covered under this contract shall be granted a longevity bonus at the first pay period of each December for full years of service completed on or before November 30th, in accordance with the following formula:

- A. **Two (2%) percent** of annual base salary after **five (5) years** of continued employment.
- B. **Five and one-half (5.5%) percent** of annual base salary after **ten (10) years** of continued employment.
- C. **Seven and one-half (7.5%) percent** of annual base salary after **fifteen (15) years** of continued employment.

- D. Prior continuous service with the Borough of Audubon will be computed to determine years of service for longevity.
- E. For new employees hired after January 1st 1998, eligibility for longevity bonus will be granted at the first pay period of each December for full years of service completed on or before November 30th, in accordance with the following formula:
1. **Two (2%) percent** of annual base salary after **eight (8) years** continued employment.
 2. **Three (3%) percent** of annual base salary after **ten (10) years** of continued employment.
 3. **Five and one-half (5.5%) percent** of annual base salary after **fifteen (15) years** of continued employment.
 4. **Seven and one-half (7.5%) percent** of annual base salary after **twenty (20) years** of continued employment.

ARTICLE 26 – COLLEGE CREDIT PAYMENTS

The Borough agrees to pay each employee for college credits earned toward an associate degree or toward a bachelor degree from the date of this agreement as follows:

Section A

1. To qualify for payment for college credits, the credits must be directly related to police or law enforcement subjects.
2. **Associate Degree:** \$7.00 per credit up to the maximum of \$448.00 per year for sixty-four (64) credits.
3. **Bachelor Degree:** \$7.00 per credit up to the maximum of \$868.00 per year for one-hundred twenty-four (124) credits.
4. **Masters Degree:** \$7.00 per credit up to the maximum of \$1,078.00 per year for thirty (30) credits, (this payment figure includes the Bachelor's Degree payment).
5. To qualify for payment, the employee must submit a transcript of completed subjects and credits and also a copy of the Associate Degree, Bachelor Degree or Master's Degree upon completion of the course.
6. Payment will be made at the last pay period in the year.

Section B

In addition to the foregoing, the Borough shall provide a tuition reimbursement program of \$750.00 per year for courses taken at an accredited College or University in a Law and Justice course provided the student/employee achieves a "C" average or better. This Section shall include Associates and Bachelors degrees. All requests for such schooling shall be submitted to the Chief of Police by October 1st of the preceding year to allow for budgetary commitments.

Section C

In addition to the foregoing, the Borough shall provide a tuition reimbursement program of \$750.00 per year for law enforcement related technical training. Such training however, shall be at the discretion of the Chief of Police. All requests for such training shall be submitted to the Chief of Police by October 1st of the preceding year to allow for budgetary commitments. The payment of \$750.00 under this Section shall be inclusive of college and any technical schools, etc., and not separate for a final, yearly total not to exceed \$750.00.

The Borough agrees to pay for a Master's Degree program per employee. However, payment per year, per employee, shall not exceed **three-thousand dollars (\$3,000.00)**. Notification to the Chief of Police must be made by October 1st in the preceding year so that budgetary commitments may be made for the subsequent year. Upon completion of a Masters Degree program, the employee agrees to remain employed by the Borough of Audubon for a minimum of **five (5) years** or will reimburse the Borough **twenty (20%) percent** for each year not served from date of graduation. (Example: leave Borough after one (1) year, eighty (80%) percent payable to Borough, leave after two (2) years, sixty (60%) percent payable to Borough, etc., up to five years.)

ARTICLE 27 – SHIFT DIFFERENTIAL PAYMENT

The Borough recognizes that police officers are required to work on rotating shifts and agrees to pay each officer a shift differential from the date of this Agreement as follows:

1. When an employee works the 3pm-11pm shift and 11pm-7am shift, he shall be compensated at **six and three-quarters (6.75%) percent** of the employees base salary.

2. When an employee works a permanent 3pm-11pm shift, he shall be entitled to compensation at **three (3%) percent** of the employee's base salary.
3. When an employee works a permanent 11am-7pm shift, he shall be entitled to compensation at **four (4%) percent** of the employee's base salary.
4. The Chief of Police shall certify to the Borough those employees' eligible to receive shift differential payment.
5. Any officer working in a patrol capacity on 12 hour shifts shall be entitled to compensation at (3.375%) of the employee's base salary. If a Detective or Administrative officer is assigned to work the 12 hour shift; they will be eligible for shift differential for that period worked.
6. Shift differential payments shall be made to the employees on a quarterly basis. The payments shall be made to those employees on a quarterly basis. The payments shall be made on the last pay periods of March, June, September and December.

ARTICLE 28 – CLOTHING ALLOWANCE

It is recognized that the employee in this bargaining unit is required to wear uniforms in accordance with the departmental rules and regulations. Accordingly, it is agreed that each employee is entitled to purchase new uniforms for the years of the contract through the Department of Public Safety. Said uniform allowance will be used for the purchase of uniforms. The clothing allowance for each member shall be **\$1,000.00** for the year **2006**, **\$1,050.00** for the year **2007**, **\$1,100.00** for the year **2008**, and **\$1200.00** for the year **2009**. Said clothing allowance will be paid in cash on the first pay period after the municipal budget is adopted. If the budget isn't adopted prior to July 31st, then payment will be made on the last pay period of July.

In addition to the clothing allowance, each employee shall receive **\$275.00** for reimbursement for uniform cleaning maintenance.

Each officer shall be issued a bullet proof vest. At no time shall the number of vests be less than the number of officers employed by the Borough. All bullet proof vests are to be identified, labeled and inventoried. The labeling shall include an identification number and the date the vest was

originally put into use. This inventory list shall be compiled by the Chief of Police once a year, on the anniversary date of the purchase of the vest. Any vest on the list or the updated list which has been in use for **five (5) years**, shall be retired and replaced with a new vest to be purchased by the Borough. Retired vests shall be turned into the Borough and taken off the list with the issuance of the new vest.

The Chief of Police shall reserve the right to order replacement uniforms for any officer whose uniform shows obvious wear, damage and/or destruction not directly resulting from the scope of his employment. This replacement cost will be the sole responsibility of the officer. This right is retained for all years in this contract.

ARTICLE 29 – RETIREMENT

Employees retiring on either regular or disability pension shall be paid for the unused accumulated holiday and vacation days; said payments shall be computed at the rate of pay based upon the base annual compensation due and owing during the last year of his employment and prior to the effective date of his retirement.

Employees intending to retire on either age and service or disability pension shall accordingly notify the Director of Public Safety, or his designee, ninety (90) days prior to the date at which said retirement or disability is to become effective.

For employees retiring after **twenty-five (25)** years of continuous service with the Borough, or officers with prior PFRS contributions from another agency may apply no more than **five (5) years** of that service to “continuous” service with the Borough of Audubon and have served at least **twenty (20) years** with the Borough of Audubon, or on a State approved disability pension as per Chapter 88:PL 1974, the Borough shall provide a fully paid blue cross and blue shield medical benefit plan or a substantially equal or better medical plan carried by the Borough. Coverage shall include the employee, spouse and children under age twenty-three (23) and will terminate for the spouse when the spouse remarries or, as to children, when each child reaches age twenty-three (23), as per Chapter 88:PL 1974 and Chapter 436:PL 1981, (Reference Article #7).

If the State of New Jersey advises the Borough that an employee is eligible for early retirement including years of service credit and the Borough

elects to offer this early retirement to the employee, and if, with the years of service credit for early retirement added to the actual years of continuous service by the employee it is understood that the employee has twenty-five (25) or more years of service, for purposes of this article and for the purposes of the State of New Jersey, NJPFRS, said employee will meet the requirement of having **twenty-five (25) or more** years of continuous service.

ARTICLE 30 – AGENCY SHOP BILL

1. The Borough of Audubon agrees to deduct the representation fees of **eighty-five (85%) percent** of the amount of the regular FOP dues, fees and assessments from any employee who is covered by this agreement and does not become a member of the FOP.
2. The FOP shall submit to the Borough in writing the amount of regular charges paid by a member of the FOP so that the **eighty-five (85%) percent** representative fee may be computed. The information shall be submitted the first week of January of each year.
3. The FOP will submit to the Borough a list of employees covered by this agreement that have not become members of the FOP. This list will be submitted after the hiring of any new employee during the year.
4. The Borough agrees to deduct the representation fee (section 2) in equal amounts from the employees' weekly salary in any calendar year. The deductions shall begin ten (10) days after receiving the list in Section 3 or twenty (20) days after the employee is hired into a bargaining unit position.
5. If an employee is terminated before the full representation fee is paid to the FOP, then the Borough will deduct the unpaid portion of the fee from the final paycheck for that year and forward the payment to the FOP representative.

ARTICLE 31 – ATTENDANCE AT NEGOTIATION MEETINGS

It is agreed that employees who are duly selected members of the negotiating team may attend negotiation sessions if those sessions are scheduled during their regular shift, provided however, only if there are sufficient remaining employees on the shift to insure the safety of the Borough in accordance with regularly accepted police standards.

ARTICLE 32 – RETENTION OF BENEFITS

All the powers, rights, duties, responsibilities, benefits and authority that the parties had prior to the signing of this agreement are retained by the parties, except those and only to the extent that they are specifically modified by this agreement and are not contrary to public policy nor a law of the State of New Jersey.

ARTICLE 33 – MANAGEMENT RIGHTS

1. The Borough hereby retains or reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon or invested in it prior to the signing of this agreement by the laws and constitution of this State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights;
 - a. To the executive management and administrative control of the Borough government and its' properties and facilities in the activity of its employees.
 - b. To hire all employees, determine their qualifications and conditions for continued employment or assignment and to promote or transfer employees.
 - c. To suspend, demote, discharge or take other disciplinary action for good and just cause pursuant to the rules and regulations heretofore adopted.

ARTICLE 34 - DAYS AND HOURS LANGUAGE


All references to "days" within this Contract shall be based on 8-hour days. To the extent that the shifts change to 12-hour shifts pursuant to Article 21, then, in that event, all benefits under this Contract shall be converted to hours with the understanding that one (1) day equals eight (8) hours. For example, 2-weeks vacation would convert to eighty (80) hours and so on.

In witness whereof, the parties have hereunto set their hands and seals dated this 29th day of September, of the year 2006.

FOP LODGE #76 DELEGATES


BOROUGH OF AUDUBON



Michael West

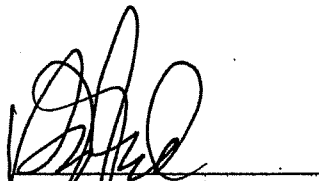

Anthony M. Pugliese, Mayor


Michael Stasulli

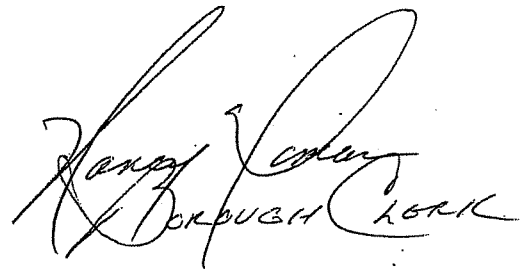

Robert H. Howard, Comm.


Jeffrey Whitman


Constantino Tassi, Jr., Comm.


David Taraschi
Borough Administrator

ATTEST


NANCY L. DOMAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/10/2007

10/10/06
Date