

1175

AGREEMENT BY AND BETWEEN  
THE BOROUGH OF AUDUBON AND  
POLICEMAN'S BENEVOLENT ASSOCIATION  
DELEGATE NUMBER 30

EFFECTIVE JANUARY 1, 1992  
THROUGH  
DECEMBER 31, 1993

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PREAMBLE

THIS AGREEMENT, DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
1992. IS ENTERED INTO BETWEEN THE BOROUGH OF AUDUBON  
(HEREINAFTER REFERRED TO AS THE BOROUGH) AND THE PBA DELEGATE  
NO. 30 (HEREINAFTER REFERRED TO AS BARGAINING UNIT).

WITNESSETH:

ARTICLE 1 - UNION RECOGNITION

THE BOROUGH AGREES TO RECOGNIZE THE PBA DELEGATE NO. 30 AS  
THE SOLE AND EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE OF  
ALL THE FULL TIME POLICE OFFICERS OF THE BOROUGH OF AUDUBON,  
EXCLUDING THE CHIEF AND CAPTAIN.

ARTICLE 2 - CONTRACT PERIOD

THIS AGREEMENT SHALL REMAIN IN FORCE AND EFFECT UNTIL  
DECEMBER 31, 1993, AND THE TERMS AND CONDITIONS SET FORTH IN  
THIS CONTRACT ARE RETROACTIVE TO JANUARY 1, 1992.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. PURPOSE:

1. 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 PBA.

B. DEFINITION:

1. 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:

1. IN PRESENTATION OF A GRIEVANCE, THE AGGRIEVED SHALL HAVE THE RIGHT TO PRESENT HIS OWN APPEAL OR DESIGNATE A PBA REPRESENTATIVE OR COUNSEL TO APPEAR WITH HIM.

D. STEPS OF THE GRIEVANCE PROCEDURE:

1. THE FOLLOWING CONSTITUTES THE SOLE AND EXCLUSIVE METHOD FOR RESOLVING GRIEVANCES BETWEEN THE PARTIES COVERED BY THIS AGREEMENT.

STEP 1

(A) THE AGGREIVED 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 WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF THE GRIEVANCE.

STEP 2

(A) SHOULD THE AGGRIEVED DISAGREE WITH THE DISCISION 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) 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) DAYS IN WHICH TO REQUEST THE PRESENTATION OF HIS GRIEVANCE BEFORE THE ENTIRE BOARD OF COMMISSIONERS. THE BOARD OF COMMISSIONERS SHALL REVEIW THE DECISION OF THE COMMISSIONER IN CHARGE OF PUBLIC SAFETY TOGETHER WITH THE DISPUTED AREAS SUBMITTED BY THE AGGRIEVED.

THE AGGRIEVED AND/OR THE PBA REPRESENTATIVE ON COUNCEL MAY REQUEST AN APPEARENCE BEFORE THE BOARD OF COMMISSIONERS. THE COMMISSIONERS WILL RENDER ITS 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) DAYS WITHIN WHICH TO REQUEST THE APPOINTMENT OF AN ARBITRATOR.

(B) A JOINT REQUEST WILL BE MADE TO THE PUBLIC EMPLOYMENT RELATIONS COMMISSION TO SUBMIT A ROOSTER 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 PERC TO SUBMIT A SECOND ROSTER OF NAMES.

(D) IF THE PARTIES ARE UNABLE TO DETERMINEWITHIN 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 ARIBRATOR'S REPORT OF FINDINGS AND RECOMMENDATIONS.

ARTICLE 4 - 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 5 - LEAVE OF ABSENCE WITH PAY

IN THE EVENT OF THE 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 (5) 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 WITH PAY MAY BE GRANTED UP TO THREE (3) DAYS IN EACH EMERGENCY WITH THE APPROVAL OF THE CHIEF OF POLICE.

ARTICLE 6 - HEALTH INSURANCE COVERAGE

THE BOROUGH AGREES TO PAY FOR THE FULL COST AND PROVIDE COVERAGE FOR 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 THIS CONTRACT AND NOT RETROACTIVE, 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 AGREE 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 PBA NO. 30.

ARTICLE 7 - LEAVE OF ABSENCE WITHOUT PAY

A. 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 SERVICE ON A FULL-TIME BASIS. THIS PROVISION APPLIES TO BOTH ACTIVE AND RESERVE DUTY OBLIGATIONS.

B. A LEAVE OF ABSENCE WITHOUT PAY MAY BE GRANTED TO AN EMPLOYEE FOR A PERIOD NOT EXCEEDING ONE YEAR UPON WRITTEN APPLICATION AND APPROVAL THEREOF BY THE DIRECTOR OF PUBLIC SAFETY.

C. IN THE EVENT THAT AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE WITHOUT PAY IN ACCORDANCE WITH PARAGRAPH B OF THIS ARTICLE AND RETURNS THEREAFTER TO EMPLOY OF THE BOROUGH, SAID TIME OF LEAVE OF ABSENCE WILL BE DEDUCTED FROM THE COMPUTATION OF HIS YEARS OF SERVICE.

ARTICLE 8 - 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, IN THE DISCRETION OF THE CHIEF OF POLICE OF THE DEPARTMENT. SPECIAL ASSIGNMENT IS DEFINED TO MEAN "DUTY THAT IS DISTINCTIVE OR UNSUAL IN REGARD TO REGULAR WORKING CONDITIONS." MEAL ALLOWANCE IS DEFINED AS \$2.50 FOR BREAKFAST; \$3.50 FOR LUNCH; \$6.00 FOR DINNER.

ARTICLE 9 - REIMBURSEMENT FOR COSTS WHILE ATTENDING SCHOOLS,  
SEMINARS, ETCETERA

WHEN AN EMPLOYEE IS REQUIRED TO ATTEND A POLICE ACADEMY,  
TECHNICAL SCHOOL, SEMINER OR FIREARMS QUALIFICATIONS 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, ECT. MEAL ALLOWANCE  
REIMBURSEMENT WILL BE COMPUTED AT PRICES SET FORTH IN ARTICLE 8  
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  
THE RATE OF 20 CENTS PER MILE BASED UPON THE ACTUAL MILEAGE FROM  
THE BOROUGH OF AUDUBON TO AND FROM THE PLACE OF TRAINING.

ARTICAL 10 - COSTS 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 IN THAT EVENT, HE SHALL BE REIMBURSED AT THE RATE OF 20 CENTS PER MILE BASED UPON THE MILEAGE TO AND FROM COURT.

IN THE EVENT THAT AN EMPLOYEE IS REQUIRED TO ATTEND COURT IN THE BOROUGH OF AUDUBON AND SAID EMPLOYEE IS NOT ON DUTY AT THE TIME, THEN IN THAT EVENT, HE SHALL BE ENTITLED TO RECEIVE THREE HOURS OF HIS BASE PAY AT TIME AND ONE-HALF.



ARTICLE 11 - 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 OR PORTIONS OF THE UNIFORM WHICH HAS BEEN SO DAMAGED OR DESTROYED WITHOUT COST TO THE EMPLOYEE.

B. IN THE EVENT THAT EMPLOYEE'S 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 PERSCRIBED BY AN OPHTHALMOLOGIST OR OPOMETRIST.

ARTICLE 12 - 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 IN THAT EVENT, THE BOROUGH AGREES TO REPLACE THE EQUIPMENT WHICH HAS BEEN DESTROYED OR DEPLETED.

ARTICLE 13 - 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 14 - TRAVELING EXPENSES

ALL EMPLOYEES TRAVELING OUTSIDE THE BOROUGH, ON OFFICAL 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. AND WHEN SUCH AUTOMOBILE IS NOT PROVIDED AND THE EMPLOYEE IS REQUIRED TO USE HIS OWN AUTOMOBILE, HE SHALL BE REIMBURSED AT THE RATE OF 20 CENTS 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 REIMBURSTMENT FOR MEALS COMPUTED AT THE RATE SET FORTH IN ARTICLE 8 AND ACTUAL LODGING EXPENSES. IN ORDER TO BE REIMBURSED FOR ANY EXPENSES, THE EMPLOYEE MUST PRESENT PROOF OF HIS ACTUAL EXPENDITURES.

ARTICLE 15 - 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. THE PRESENT PRACTICE WILL BE CONTINUED WHEREBY AN EMPLOYEE MUST NOTIFY HIS CAPTAIN AND OR CHIEF 48 HOURS PRIOR TO THE DAY THE EMPLOYEE DESIRES HIS HOLIDAY LEAVE AND APPROVAL MUST BE GIVEN IN ACCORDANCE WITH THE SAID PROCEDURE.

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; PROVIDED HOWEVER, THAT ANY EMPLOYEE NOT REGULARLY SCHEDULED TO WORK THE MIDNIGHT SHIFT SHALL BE ENTITLED TO SELL BACK TEN HOLIDAYS.

OFFICERS NOT REGULARLY SCHEDULED TO WORK THE MIDNIGHT SHIFT ARE THE LIEUTENANT, DETECTIVE SERGEANT, TRAFFIC OFF., DESK OFFICER. THE EMPLOYEE MUST SERVE WRITTEN NOTICE ON THE CHIEF OF POLICE NOT LATER THAN OCTOBER 15 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 30 AND FIVE (5) ADDITIONAL HOLIDAYS BY NOVEMBER 1 OF EACH CONTRACT YEAR. ANY OF THE AFOREMENTIONED EIGHT (8) DAYS TO BE USED BY JUNE 30 OR FIVE (5) DAYS TO BE USED BY NOVEMBER 1 NOT SO USED SHALL BE SUBMITTED FOR PAYMENT IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE.

D.1. THE EMPLOYEE SHALL TAKE ONE(1) PERSONAL HOLIDAY BETWEEN JANUARY 1ST AND JUNE 30TH; AND THREE(3) PERSONAL HOLIDAYS BETWEEN JULY 1ST AND OCTOBER 31ST.

ARTICLE 16 - SALARIES

	EFFECTIVE 1/1/92	EFFECTIVE 1/1/93
1ST YEAR PATROLMAN	\$26,282.96	\$26,282.96
2ND YEAR PATROLMAN	\$29,867.66	\$31,659.71
3RD YEAR PATROLMAN	\$31,875.38	\$33,787.90
TOP PATROLMAN	\$33,881.77	\$35,914.67
CORPORAL	\$34,456.92	\$36,524.33
SERGEANT	\$35,834.37	\$37,984.43
LIEUTENANT	\$39,062.39	\$41,406.13

ARTICLE 17 - 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 30 IN ACCORDANCE WITH THE FOLLOWING FORMULA:

1. TWO (2) PERCENT OF ANNUAL BASE SALARY AFTER FIVE (5) YEARS OF CONTINUED EMPLOYMENT.

2. THREE/HALF (3.5) PERCENT OF ANNUAL BASE SALARY AFTER TEN YEARS OF CONTINUED EMPLOYMENT.

3. FIVE/HALF (5.5) PERCENT OF ANNUAL BASE SALARY AFTER FIFTEEN YEARS CONTINUED EMPLOYMENT.

4. PRIOR CONTINUOUS SERVICE WITH THE BOROUGH OF AUDUBON WILL BE COMPUTED TO DETERMINE YEARS OF SERVICE FOR LONGEVITY.

ARTICLE 18 - 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 ENTILED TO PURCHASE NEW UNIFORMS FOR THE YEARS OF THE CONTRACT THROUGH THE DEPARTMENT OF PUBLIC SAEFTY. SAID UNIFORM ALLOWANCE WILL BE USED FOR THE PURCHASE OF UNIFORMS. THE CLOTHING ALLOWANCE IS ESTABLISHED AT \$700.00 (ON A CONTRACT VOUCHER SYSTEM) FOR EACH MEMBER IN 1992 AND \$750.00 (TO BE PAID IN CASH) FOR EACH MEMBER IN 1993. IN ADDITION, IN 1992, EACH EMPLOYEE SHALL RECEIVE \$175.00 AS A REIMBURSEMENT FOR UNIFORM CLEANING. IN 1993, EACH EMPLOYEE SHALL RECEIVE \$200.00 AS A REIMBURSMENT FOR UNIFORM CLEANING.

REQUEST FOR PURCHASE OF A UNIFORM MUST BE SUBMITTED TO THE CHIEF OF POLICE FOR APPROVAL PRIOR TO SUCH PURCHASE. DISAPPROVAL CAN ONLY BE BASED ON AN INDIVIDUAL OFFICER'S EXCEEDING HIS ALLOWABLE LIMIT.

THE BOROUGH HEREBY AGREES TO PURCHASE FIVE(5) APPROVED BULLET PROOF VESTS FOR THE CONTRACT YEAR 1992 AND FIVE(5) BULLET PROOF VESTS FOR THE CONTRACT YEAR 1993. THESE VESTS WILL BE PURCHASED ACCORDING TO ACCEPTED POLICE STANDARDS.



ARTICLE 19 - SCHEDULING OF HOURS

IT IS RECOGNIZED THAT AT PRESENT, A TOUR OF DUTY IN SOME INSTANCES IS SIX DAYS; AND IN OTHERS, IT IS FIVE DAYS. AS NEARLY AS PRACTICABLE, THE POLICE DEPARTMENT WILL ATTEMPT TO SCHEDULE WORK WEEKS SO THAT EMPLOYEES WILL GENERALLY MAINTAIN A FIVE DAY TOUR OF DUTY. THIS SCHEDULING CAN ONLY BE DONE IF SAFETY OF THE BOROUGH IS ASSURED AND AN ADEQUATE NUMBER OF PERSONNEL IS 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. ANY OFFICER HELD OVER OR CALLED IN TO ASSURE THAT MORE THAN ONE (1) MAN IS ASSIGNED TO ANY SHIFT SHALL BE COMPENSATED IN COMPENSATORY TIME AT THE RATE OF TIME AND ONE-HALF, AND NOT IN CASH.

EACH EMPLOYEE SHALL RECEIVE AN OFF-DUTY DAY FOR EACH MIDNIGHT SHIFT ROTATION FOR WHICH HE IS SCHEDULED IN THE ANNUAL SCHEDULE.

ARTICLE 20 - BONUS FOR QUALIFICATION

IT IS AGREED THAT A BONUS IN THE AMOUNT OF \$20.00 WILL BE GIVEN 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 INSTRUCTOR AND APPROVED BY THE CHIEF OF POLICE.

ARTICLE 21 - TRAINING

WHILE AN EMPLOYEE IN THE BARGINING 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 22 - 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 23 - CALLBACK & RECALL

1. A CALL BACK 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. ALL OFFICERS, EXCEPT RELIEF OFFICERS, SCHEDULED TO WORK A SECOND SHIFT IN A 24 HOUR PERIOD SHALL BE PAID OVERTIME FOR THE SECOND SCHEDULED SHIFT. ALL OVERTIME HOURS IN ANY GIVEN WEEK SHALL BE PAID AT A TIME-AND-ONE-HALF TIME.

2. RECALL OF INDIVIDUAL EMPLOYEES WILL BE MADE ON THE BASIS OF SENIORITY IN ROTATING ORDER TO BE DETERMINED BY THE CHIEF OF POLICE.

ARTICLE 24 - 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

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 CALENDER 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 GOVERNING BODY 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 COMPUTATUION OF VACATION.

ARTICLE 25 - 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, 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, 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 18 AND WILL TERMINATE FOR THE SPOUSE WHEN THE SPOUSE REMARRIES OR, AS TO CHILDREN, WHEN EACH CHILD REACHES AGE EIGHTEEN (18), AS PER CHAPTER 88, PL 1974 AND CHAPTER 436, PL 1981.

## ARTICLE 26 - 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 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 126 DAYS. UPON RETIREMENT, AN EMPLOYEE SHALL BE PAID ACCRUED SICK LEAVE IN THE AMOUNT OF TEN (10) DAYS, PROVIDED THAT SAID EMPLOYEE SHALL HAVE BEEN STEADILY EMPLOYED BY THE BOROUGH FOR A PERIOD OF FIVE (5) YEARS, FIFTEEN (15) DAYS AFTER TEN (10) YEARS, AND TWENTY (20) DAYS AFTER FIFTEEN (15) YEARS. AN EMPLOYEE SHALL BE PAID ACCRUED SICK LEAVE IN THE AMOUNT OF TWENTY-FIVE (25) DAYS PROVIDED THE SAID EMPLOYEE SHALL HAVE BEEN STEADILY EMPLOYED BY THE BOROUGH FOR A PERIOD OF TWENTY (20) YEARS, AND THIRTY (30) DAYS FOR TWENTY-FIVE (25) YEARS.

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 NJSA 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 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 12 DAYS WILL BE PAYABLE TO EMPLOYEES COVERED BY THE AGREEMENT ON AN ACTIVE PAY STATUS ON DECEMBER 1. SUCH PAYMENT WILL BE MADE ON OR ABOUT JANUARY 15 FOR THE PROCEEDING 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 PRIOR YEARS. IN EXERCISING THIS RIGHT THE TOTAL AMOUNT SHALL NOT EXCEED \$1,200.00.



ARTICLE 27 - 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, 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 RULES AND REGULATIONS HERETOFORE ADOPTED.

ARTICLE 28 - WORK IN OTHER CLASSIFICATIONS

EMPLOYEES WORKING IN A HIGHER JOB CLASSIFICATION FOR A PERIOD OF AT LEAST TEN (10) 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.

ARTICLE 29- ATTENDANCE AT NEGOTIATING 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 30 - AGENCY SHOP BILL

1. THE BOROUGH OF AUDUBON AGREES TO DEDUCT THE REPRESENTATION FEE OF 85 PERCENT OF THE AMOUNT OF THE REGULAR PBA DUES, FEES AND ASSESSMENTS FROM ANY EMPLOYEE WHO IS COVERED BY THIS AGREEMENT AND DOES NOT BECOME A MEMBER OF THE PBA.

2. THE PBA SHALL SUBMIT TO THE BOROUGH IN WRITING THE AMOUNT OF REGULAR CHARGES PAID BY A MEMBER OF THE PBA SO THAT THE 85 PERCENT REPRESENTATIVE FEE MAY BE COMPUTED. THE INFORMATION SHALL BE SUBMITTED THE FIRST WEEK OF JANUARY EACH YEAR.

3. THE PBA WILL SUBMIT TO THE BOROUGH A LIST OF EMPLOYEES COVERED BY THIS AGREEMENT THAT HAVE NOT BECOME MEMBERS OF THE PBA. 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 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 PBA, THEN THE BOROUGH WILL DEDUCT THE UNPAID PORTION OF THE FEE FROM THE FINAL PAYCHECK FOR THAT YEAR AND FORWARD THE PAYMENT TO THE PBA REPRESENTATIVE.

ARTICLE 31 - 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 64 CREDITS.

3. BACHELOR DEGREE: \$7.00 PER CREDIT UP TO A MAXIMUM OF \$868.00 PER YEAR FOR 124 CREDITS.

4. TO QUALIFY FOR PAYMENT THE EMPLOYEE MUST SUBMIT A TRANSCRIPT OF COMPLETED SUBJECTS AND CREDITS AND ALSO A COPY OF THE ASSOCIATE DEGREE OR BACHELOR DEGREE UPON COMPLETION OF THE COURSE.

5. 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 \$500.00 PER YEAR FOR COURSES TAKEN AT A NEW JERSEY STATE ACCREDITED COLLEGE OR UNIVERSITY IN A LAW AND JUSTICE COURSE PROVIDED THE STUDENT ACHIEVES A "C" AVERAGE OR BETTER.

ARTICLE 32 - 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. A SHIFT DIFFERENTIAL OF SIX (6) PERCENT OF THE EMPLOYEES BASE SHALL BE PAID WHEN AN OFFICER IS REQUIRED TO WORK THE 4 P.M. TO MIDNIGHT SHIFT OR THE MIDNIGHT TO 8 A.M. SHIFT.

2. SHIFT DIFFERENTIAL PAYMENTS SHALL NOT BE MADE IF AN EMPLOYEE IS UNABLE TO WORK THE REQUIRED SHIFT DUE TO ILLNESS OR OTHER REASONS FOR MORE THAN FIVE (5) DAYS. THE EMPLOYEE SHALL BE PAID AT THEIR BASE RATE IF PAYMENT IS TO CONTINUE AFTER THE FIVE (5) DAY PERIOD.

3. THE CHIEF OF POLICE SHALL CERTIFY TO THE BOROUGH THOSE EMPLOYEES ELIGIBLE TO RECEIVE SHIFT DIFFERENTIAL PAYMENT.

4. SHIFT DIFFERENTIAL PAYMENTS SHALL BE MADE TO THE EMPLOYEES ON A QUARTERLY BASIS. THE PAYMENTS SHALL BE AS FOLLOWS: LAST PAY PERIOD OF MARCH, JUNE, SEPTEMBER AND DECEMBER.

ARTICLE 33 - EYE CARE, PRESCRIPTION, AND DISABILITY BENEFITS

A. THE BOROUGH AGREES TO PAY UP TO \$275.00 EFFECTIVE JANUARY 1, 1992, 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 GLASSES WHEN PRESCRIBED BY A QUALIFIED DOCTOR.

B. THE BOROUGH SHALL PROVIDE A PRESCRIPTION BENEFIT PLAN BY EITHER CONTRACTING WITH AUDUBON BOROUGH BOARD OF EDUCATION TO PROVIDE COVERAGE UNER THE BOARD'S PRESCRIPTION PLAN OR THE BOROUGH SHALL PROVIDE OTHER COVERAGE SUBSTANTIALLY EQUAL TO OR BETTER THAN THE PCS #163 PLAN.

C. THE BOROUGH SHALL PROVIDE, AT ONLY SUCH COST TO THE EMPLOYEE AS MAY BE MANDATED BY LAW, THE STATE HEALTH BENEFITS DISABILITY PLAN OR A DISABILITY PLAN WHICH IS SUBSTANTIALLY EQUAL TO OR BETTER THAN THE AFORESAID PLAN.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS DATED THIS DAY.

PBA DELEGATE NO. 30:

Ralph J. Trovato

RALPH J. TROVATO

Stephen W. Eckert

STEPHEN W. ECKERT

David F. Hawco

DAVID F. HAWCO

Thomas J. Tassi

THOMAS J. TASSI

Leo Ulsch

LEO ULSH

BOROUGH OF AUDUBON:

Alfred W. Murray

ALFRED W. MURRAY

James Johnson

JAMES JOHNSON

\_\_\_\_\_  
NORMAN T. BRECHT

ATTEST:

Lee C. Daniels

LEE C. DANIELS

3/17/92

DATE