

**AGREEMENT**

**BETWEEN**

**RIVERSIDE WATER RECLAMATION AUTHORITY**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

**REPRESENTING  
RIVERSIDE WATER RECLAMATION AUTHORITY EMPLOYEES**

**JANUARY 1, 2012 - DECEMBER 31, 2014**

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## **ARTICLE I - PREAMBLE**

This Agreement entered into by the Riverside Water Reclamation Authority (referred to as the "Employer") and the Employees of the Riverside Water Reclamation Authority, Communications Workers of America, AFL-CIO (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 for the Employees represented by the Union.

## **ARTICLE II - RECOGNITION**

The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its Employees in the established bargaining unit. This unit includes all full and part-time Riverside Water Reclamation Authority Employees, including laborers and operators. Excluded are Managerial executives, confidential Employees, and supervisors within the meaning of the Act; craft Employees, professional Employees, police Employees, casual Employees and all other Employees.

## **ARTICLE III - HOURS OF WORK**

A. The regular work day is eight hours exclusive of a one-half hour lunch break. The lunch breaks may be staggered to accommodate coverage/service needs.

B. The regular work week is five days, eight hours per day, scheduled within the pay period from Sunday at 12:01 a.m. to Saturday at midnight. While an employee will be scheduled to work five (5) consecutive days, insofar as within the Sunday-to-Saturday work week is concerned, the five days may not be consecutive. For example, an employee may be scheduled to work Wednesday through Sunday with Wednesday through Saturday in one work week and Sunday in the following work week.

1. Nothing herein shall constitute a guarantee of employment or a guarantee of a particular number of hours of work per week.

C. The hours and work schedule of the Authority shall be as the Authority determines is appropriate and they may be changed as circumstances warrant. These circumstances may include, but are not limited to, employee absences, terminations, new employees, new regulatory requirements, new technology, and the like. The hours of operation are, unless changed, 7:30 a.m. to 4 p.m., seven days per week, including Saturdays, Sundays and holidays. At least two Employees shall be scheduled to work Saturdays, Sundays and holidays as part of their regularly scheduled work weeks.

**D. No employee shall punch any time card other than his/her own card. He/she shall punch his/her card as follows:**

- 1. when reporting for work, whether on the regular schedule or pursuant to a call-out;**
- 2. when taking a lunch break;**
- 3. when returning to work after the lunch break;**
- 4. when leaving at the end of the work day or end of a call-out.**

**ARTICLE IV - COMPENSATION**

**A. Employees shall receive the following wages increases:**

- 1. Effective 1/1/2012 2%**
- 2. Effective 1/1/2013 2%**
- 3. Effective 1/1/2014 2%**

**B. All raises are retro to 1/1 of each contract year**

- 1. New hires shall not receive the percentage increase until after their 90 days probationary period.**
- 2. New titles added to the agreement: Laborer and Operator**
- 3. No hire rates will be entered into the agreement for Laborer and Operator, hiring rates shall be by experience and licensing, however no new hire, Operator or Laborer shall be hired above the lowest paid current bargaining unit employee of the Riverside Water Reclamation Authority.**
- 4. Foreperson**
  - a. At time of initial hire or appointment: \$14.50/hour**

b. Thereafter the salary shall be adjusted as follows:

Effective 1/1/2012 - 2%

Effective 1/1/2013 - 2%

Effective 1/1/2014 - 2%

C. No one shall be eligible for Foreperson status until he/she holds at least S-2 and C-1 licenses.

D. Paychecks shall be distributed by the Superintendent each Thursday at the end of the work day or on Wednesday if Thursday is a holiday.

E. Bi-Weekly payroll: The Authority may move from a weekly payroll to a bi-weekly payroll to effectuate cost savings. Workers will be given at least a two (2) week notice prior to implementation of a bi-weekly payroll.

#### **ARTICLE V - OVERTIME**

A. Overtime shall be paid for time worked in excess of the daily eight [8] hour work day and for time worked in excess of the normal forty [40] hour work week.

B. In the event that an employee's regular scheduled workweek is Monday-Friday, overtime shall be paid at the following rates:

1. Monday through Saturday - One and one-half times the regular hourly rate.

2. Sundays and Holidays - Double time the regular hourly rate.

C. In the event that an employee's regularly scheduled work week is other than Monday-Friday (for example, Sunday-Thursday) overtime shall be paid as follows:

1. Daily overtime and the sixth consecutive day - One and one-half times the regular hourly rate.

2. Holidays and the 7<sup>th</sup> consecutive day - Double time the regular hourly rate.

D. Overtime shall be paid according to the prevailing rate. The prevailing rate shall be the rate in effect at the time the overtime originates.

E. An employee's overtime rate shall be established by dividing the employee's annual base salary by 2080 (40 hours x 52 weeks).

F. Compensatory time {time off in lieu of overtime pay} shall be prohibited.

G. Overtime hours shall not be included in the make up of the eight [8] hour work day nor the make up of the forty [40] hour work week.

## **ARTICLE VI - CALL OUTS**

A. Due to the nature of the services provided and the potential impact on public health and safety, employees shall be required to respond to emergency conditions reported after normal operating hours.

B. When an employee is called to work after normal operating hours, the employee shall be paid on the basis of a "call out".

C. A call out is defined as when the employee is called to work from his home or location {other than work} during those hours outside of the normal operating hours.

D. A call out shall stand by itself and not be construed as part of the eight [8] hour work day nor as part of the forty [40] hour work week.

E. A call out shall begin when the call is received by the employee.

F. The minimum payment for a call out shall be four [4] hours at the employee's prevailing overtime rate. Prevailing overtime rate shall be the rate in effect at the time the call out originates.

G. Prevailing overtime rate shall be paid for all continuous hours worked in excess of the minimum four [4] hour call out up to the employee's normal scheduled start time of 7:30 a.m.

H. An employee shall be responsible for responding to all call outs received during the employee's stand-by assignment. Failure to respond may be cause for disciplinary action by the Plant Superintendent.

## **ARTICLE VII - STAND-BY ASSIGNMENTS**

A. The stand-by assignment period shall be during those hours outside of the normal operating hours.

B. Stand-by assignments shall consist of not less than seven [7] nor more than fourteen [14] consecutive days.

C. Stand-by assignments shall be included on the work schedule posted by the Plant Superintendent.

D. To ensure employee safety and to provide a timely response to conditions that may have an impact on public health and safety, two [2] employees shall be assigned to each stand-by period.

**E. An employee on stand-by assignment shall receive the following payment per day:**

2012 - \$9.00 weekday, \$10.00 weekends & holidays  
2013 - \$9.00 weekday, \$10.00 weekends & holidays  
2014 - \$9.00 weekday, \$10.00 weekends & holidays

**F. Stand-by assignment payments shall be made annually and shall be based on the total number of days an employee was on stand-by from December 1<sup>st</sup> of the previous year to November 30<sup>th</sup> of the current year.**

**G. The Plant Superintendent shall maintain a record of the number of days an employee has been on stand-by assignment. The total number of days an employee has been on stand-by assignment shall be submitted on the payroll time sheet immediately following the November 30<sup>th</sup> closing date.**

**H. An employee on stand-by assignment shall be required to carry a pager capable of notifying the employee when a call out has been received. The employee shall carry this pager during all hours outside of the normal operating hours and during all hours including operating hours on Saturday, Sunday, and Holidays.**

**I. An employee on stand-by assignment shall remain within a reasonable distance in order to respond to the call out in a timely manner. The response to a call out shall be considered unreasonable when there is a delay of thirty [30] minutes or more between the time the call is confirmed by the employee and the time the employee arrives at work. An unreasonable response to a call out may be cause for disciplinary action by the Plant Superintendent.**

**J. The Plant Superintendent shall be notified immediately if there is any question regarding the proper disposition of a call out. Questions may include but not be limited to: notification or assistance by other agencies, additional manpower, recommended operating procedures or corrective measures, or additional monitoring of existing conditions.**

**K. In all instances other than illness, the employee shall be responsible for coverage of any part of the stand-by assignment during which the employee will be unavailable to respond.**

**L. To receive proper credit, all stand-by assignment changes shall be made on the schedule posted in the Plant Superintendent's office by the employee requesting the change. The Plant Superintendent shall be notified when changes are made.**

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

**A. A "grievance" is a claimed breach, violation, misinterpretation or improper application of the terms of this Agreement, including disciplinary action.**

**B. The processing of the grievance shall not interfere with the continuity or efficiency of operations.**

**C. Any grievance or dispute which arises between an Employee and the Employer shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all time limits, unless otherwise expressed, refer to working days that the Employee is scheduled to work.**

**D.1. Within five (5) working days of the date of the grievance or the date in which the grievant should have reasonably known of its occurrence, an Employee with a potential grievance must orally present and discuss his/her complaint with the Superintendent on an informal basis prior to filing a formal Step 1 grievance. A Union steward may be present at such discussions. If it remains unresolved, the matter shall be process in accordance with Step 1.**

**Step 1.**

**A grievance must be filed initially within ten (10) working days from the informal meeting described in paragraph C above. The grievant shall prepare the grievance in writing on forms approved by the parties and submit it to the Superintendent who shall schedule, hear and determine it within ten (10) working days after receiving it. Such grievance shall include the date of the alleged grievable occurrence, nature of the grievance, pertinent contractual articles allegedly violated and the remedy sought. The decision of the Superintendent shall be in writing and in triplicate and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Union representative and the Authority members within ten (10) working days. Failure of the Superintendent to process the grievance within the designated time period shall automatically move it to Step 2.**

**Step 2.**

**Upon receipt of an adverse determination by the Superintendent, the grievant or the Union representative shall have a period of ten (10) working days to appeal such determination to the Executive Director. The Executive Director or a member of the Authority, as the Authority determines, shall discuss the grievance with the grievant and the Union. If it is the Executive Director, the meeting will be within five (5) working days after submission of the grievance and he/she will respond within five (5) working days thereafter. If it is a member of the Authority, the meeting will be within fifteen (15) working days after the submission of the grievance with a written response within fifteen (15) working days thereafter. Failure of the Executive Director or the Authority member, as the case may be, to process the grievance within the designated time period shall automatically move it to Step 3.**

**Step 3.**

**If the grievant and the Union are dissatisfied with the response of the Executive Director or the Authority member, as the case may be, the Union may submit the grievance to an arbitrator pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission. The decision of the arbitrator shall be advisory. The grievance must be submitted**



to arbitration within thirty (30) calendar days following receipt of the response of the Executive Director or the Authority member. The arbitrator shall be without authority to add to, subtract from, modify or amend any term of this Agreement. The expenses and fees of the arbitrator shall be shared equally by the parties. All other costs shall be borne by the party incurring the same.

D.2. At all steps of the grievance procedure, the grievant shall have the right to be represented by the Union and only by the Union.

D.3. If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances, he/she shall have the option to file the grievance at the next highest step in the grievance procedure for resolution.

D.4. A group or class grievance may be filed by a member of the affected group or class by a representative of the Union. However, any such grievance shall clearly delineate the group or class involved and it shall list the names and titles of the individual Employees involved.

D.5. Extensions of time limits may be obtained only by written consent of the grievant or representative and the person designated to hear and determine the grievance.

D.6. If the grievant accepts a resolution that is not in conflict with this Agreement, that resolution shall be final and binding upon the parties.

#### Step 4.

The advisory decision of the arbitrator shall be submitted to the Authority for review. Within thirty (30) calendar days following the receipt thereof, the Authority will, after having given consideration to the advisory arbitrator's decision, render its decision on the grievance. The Authority's decision shall be final and binding on both the Employee and the Union.

### **ARTICLE IX - DRUG/ALCOHOL FREE ENVIRONMENT**

The drug/alcohol policy shall be as set forth in Attachment A which is a part hereof.

### **ARTICLE X - DISCIPLINE**

Employees may be disciplined for just cause. Depending upon the severity of the offense, disciplinary action may include counseling, a written reprimand, suspensions without pay and discharge. More serious offenses, such as theft, assaults, falsifications, striking another Employee's time card, and the like, may result in immediate discharge.

## **ARTICLE XI - MANAGEMENT RIGHTS**

**A. Subject to the express written terms of this Agreement, the Authority hereby retains reserves unto itself, without limitation, all powers, rights, authority and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by governmental entities in providing their services, including but without limiting the generality of the foregoing, the right:**

- 1. To the executive management and administrative control of its operation, its properties and facilities;**
- 2. To hire all Employees, subject to the provisions of law and this Agreement, to determine the qualifications, their conditions for their continued employment, their dismissal or demotion or promotion, their assignments and reassignments;**
- 3. To establish and control methods of operations as deemed necessary or advisable;**
- 4. To determine schedules, duties and responsibilities of Employees.**

**B. The exercise of management rights, and compliance with applicable law and regulations, are specifically excluded from the Grievance Procedure.**

**C. In addition, the exercise of the foregoing powers, rights, authority and functions, as well as the practices in furtherance thereof and use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of applicable laws and regulation of the State of New Jersey and the terms of this Agreement.**

## **ARTICLE XII - UNION RIGHTS**

**A. Employees shall have the right for a Union representative to be present, if the Employee so requests, during any meeting at which the Employee is being questioned on a matter which may lead to disciplinary action. Furthermore, the Authority must notify the Employee of his right prior to the meeting. The Employee may waive his right prior to the meeting. The Employee may waive his right to have a representative present but must do so in writing.**

**B. The Authority will provide the Union with an up-to-date seniority list on or before January 30<sup>th</sup> of each year.**

**C. The representatives of the Union shall be permitted to transact Union business on the premises of the Authority before or after normal working hours and during the lunch period, provided, however, that this shall not interfere with or interrupt normal operations of the**

Authority. Advance notice in writing of at least 24 hours shall be given by the Union to the Executive Director or Plant Superintendent.

D. The Union will have the right to place items relating to Union business on the existing Employee bulletin board.

E. As required by law, the Authority shall provide legal representation to its Employees if litigation shall develop as a result of actions arising out of and in the course of employment, except that no representation shall be provided for the defense of a criminal or disorderly persons complaint, charge or indictment.

### **ARTICLE XIII - NO STRIKES**

A. The Union agrees that there shall be no strikes, picketing, slow downs, curtailment of production, work stoppages of any kind or other interruption of Authority business. In the event that one or more Employees fail to abide by the provisions of the Article, the Authority retains full right to take any disciplinary action it deems necessary, including discharge. The parties agree that any discipline imposed does not have to be uniform but different levels of discipline may be imposed upon anyone determined to have been an organizer of the action.

B. Employees engaging in any of the activities prohibited by the Article shall not be entitled to any benefits contained in this Agreement which accrue during the period of such action or they shall pay for the portion of said benefits for which the Authority ordinarily pays, as determined by the Authority.

### **ARTICLE XIV - PERSONNEL FILES**

A. All Employees shall have the right to see all documents in their personnel files upon at least forty-eight (48) hours prior written notice to the Executive Director or Plant Superintendent. An Employee shall be permitted to have a copy of any document in his/her file.

B. Employees shall be given copies of all disciplinary matters, evaluations or work performance documents placed in their files at the time that the document is so placed. Prior to placement of a document, Employees shall first be given the opportunity to initial the same. Such initialing shall not indicate anything other than that the Employee has reviewed the document. However, Employees shall be given the opportunity to indicate that they have read and accepted the contents of the document. Upon written release from an Employee, a Union representative may see and copy documents in the Employee's file.

C. Employees shall have the right to respond in writing to anything placed in their files.

## **ARTICLE XV -BENEFITS**

A. The Authority shall provide health care coverage under New Jersey State Health Benefits Plan (NJSHBP) for the employees. Individual coverage shall be provided at no cost to the employee when the employee is single with no dependents. Family coverage shall be provided at no cost to the employee when the employee is married, or responsible for his/her child or children. Outlines of the program options offered by NJSHBP are attached in Attachment "C". The employee shall be responsible for all co-payments and deductibles established by the plan provider. Effective January 1, 2012 the amount of contribution to be paid by an employee for medical and prescription drug benefits for the employee and any eligible dependent shall be set in accordance with P.L.2011c.78. Each full time employee, spouse and eligible dependents shall also benefit from NJSHBP with coverage paid by the employer, less employee premium payments as set forth above in P.L.2011c.78.

Upon expiration of P.L.2011c.78, the Riverside Water Reclamation Authority and the Union agree to meet and negotiate terms of employee contribution rates; all provisions and employee contribution rates shall remain in effect until a new settlement agreement has been executed. It is understood that the Union and the Employer will meet to negotiate the terms of employee contribution rates at least six (6) months prior to the expiration of P.L.2011c.78.

The Authority shall provide a Prescription Plan, known as X Press Script with a \$1.00/\$6.00 co-pay, for the employees. The employee shall be responsible for all co-payments and deductibles established by the plan provider.

The Authority shall provide dental insurance coverage under Horizon Blue Cross/Blue Shield of NJ for the employees. The employee shall be responsible for all co-payments and deductibles established by the plan provider.

B. New employees shall be eligible for the above benefits after 60 days from his/her starting date.

### **C. EYE GLASS REIMBURSEMENT**

The Authority shall provide a prescription eyeglass reimbursement of \$90 for single lens and \$100.00 for bi or trifocals upon submittal of a copy of the receipt to the Plant Superintendent. This reimbursement shall be concurrent with the Health Care Plan benefit providing prescription lens reimbursement every 2 years.

### **D. RETIRED EMPLOYEE HEALTH INSURANCE REIMBURSEMENT**

"Reserved for future negotiation".

## **ARTICLE XVI -NEW JERSEY TEMPORARY DISABILITY INSURANCE**

A. All Employees shall be enrolled in the New Jersey Temporary Disability Insurance Plan.

B. Deductions shall be based on the Employee's annual base salary and shall be deducted weekly. The contribution rate shall be the current prevailing rate established by NJTDI.

C. Deductions for NJTDI for new Employees shall begin during the first week of employment.

D. Employees become eligible for benefits under NJTDI after twenty (20) weeks of continuous employment.

E. In the event of a prolonged injury or illness, all accumulated leave (sick, vacation, personal) must be exhausted before the Employee is eligible for NJTDI benefits.

F. Claim forms are available through the New Jersey Department of Labor, Division of Temporary Disability Insurance, or the local unemployment claims office.

## **ARTICLE XVII - PENSION & GROUP LIFE INSURANCE**

A. All Employees will be entitled to enrollment in the Public Employees Retirement System (PERS)

B. Pension contributions shall be based on the Employee's annual base salary and shall be deducted weekly. Contributor rate shall be the current prevailing rate established by PERS.

C. New Employees shall be enrolled in the PERS within thirty (30) days of his/her starting date.

D. Contributory Life Insurance is paid by the Employee. Enrollment is mandatory during the first twelve (12) months of employment. Benefits are equal to one and one-half times the Employee's annual base salary. Once canceled, Contributory Life Insurance cannot be reinstated.

E. Non-Contributory Life Insurance is provided by the Authority through the PERS at no cost to the Employee. Benefits are equal to one and one-half (1-1/2) times the Employee's annual base salary.

## **ARTICLE XVIII - HEALTH & SAFETY**

The Employer shall at all times maintain safe and healthful working conditions and shall provide the following:

A. The Authority shall provide work uniforms and uniform cleaning services for all employees. The daily wearing of Authority uniforms is mandatory. Failure to do so may result in disciplinary action.

The Authority shall provide seven (7) high visibility shirts and three (3) high visibility windbreakers on April 1<sup>st</sup> every three (3) years. Each employee shall be responsible for the cleaning and maintenance of his/her issued tee shirts. The tee shirts supplied shall be the only acceptable substitute for the uniform shirt during work hours and shall not be worn during off duty hours, except when on a call out. Each employee shall be responsible for the cleaning and maintenance of his/her windbreaker. The windbreakers supplied shall be the only acceptable substitute for the uniform jacket during work hours and shall not be worn during off duty hours, except when on a call out.

Traffic safety vests shall be mandatory during work hours and during call outs when responding to any collection system complaint within the Authority's service area, while performing maintenance to the collection system, or when responding to assist another Township agency or municipality. The high visibility shirts and windbreakers are the only acceptable substitute for the traffic safety vests during daylight hours only except when existing weather conditions impair or impede visibility.

B. The Authority shall provide steel-toe work shoes for all employees. One pair of work shoes shall be provided annually for each employee with replacement on a fair wear and tear basis. New steel toe work shoes shall be supplied during the month of May of each calendar year. Steel toe work shoes shall be mandatory during all work hours, including weekend and holiday assignments, while performing plant and collection system duties. Steel toe work shoes shall be mandatory during call outs when responding to any collection system complaint within the Authority's service area or when responding to assist another Township agency or municipality.

C. The Authority shall provide all necessary Personal Protective Equipment to minimize employee exposure to potential hazards. PPE shall include but not be limited to rubber, leather, and disposable gloves, rubber boots, rain gear, disposable coveralls, goggles, safety glasses, respiratory protection, and hearing protection.

D. The Authority shall provide recommended immunizations and annual Health Maintenance examinations {physicals} for all employees. This shall include hepatitis when recommended.

## **ARTICLE XIX - WORKERS' COMPENSATION INSURANCE**

A. The Authority shall provide Worker's Compensation Insurance coverage for all Employees. Coverage shall begin on the first day that the employee reports to work.

B. Any employee who becomes sick or injured while on duty shall be granted full pay from the Authority until the claim for Worker's Compensation is approved. If the employee's claim for Worker's Compensation is denied, the Authority shall be reimbursed the difference by the employee from his/her accumulated sick, vacation, or personal leave time.

C. Supplemental payments shall be the difference between the Worker's Compensation benefits and the employee's regular pay. Supplemental payments shall be made according to the following schedule:

- < 1 year of employment - no supplemental payments
- 1 - 9 years of employment - payments not to exceed 3 months [13 weeks]
- 10 or more years of employment - payments not to exceed 6 months [26 weeks]

## **ARTICLE XX - TRAVEL, LICENSING & INCENTIVES**

### **A. General Conditions**

1. The purpose of this section is to define the Authority's position in regard to the payment of fees and related expenses for work related training.

2. It shall be the policy of the Riverside Water Reclamation Authority to encourage and approve attendance at work related training courses and seminars, NJDEP approved license examination and license recertification courses, and other recommended courses.

3. All requests for training shall be submitted in writing to the Authority by the Plant Superintendent and shall be subject to approval by the Authority. License recertification shall be scheduled according to the provisions in Section D.

4. Fees and related expenses for approved courses and seminars shall be subject to the conditions noted in part B-2, 3, & 4, and part C - 1, 2, & 3.

5. Reimbursement for "out of pocket" expenses incurred due to circumstances beyond the control of the employee shall be certified by the Plant Superintendent and subject to approval by the Authority.

6. The Authority shall provide all safety training and retraining courses required by PEOSHA and the JIF. The Authority will make every effort to schedule these course during normal work hours at its facility. Employee attendance is mandatory.

## **B. Travel**

1. The Authority will make every effort to provide transportation for employees scheduled to attend work related training during the normal work day. The availability of an Authority vehicle shall be determined by the Plant Superintendent.

2. Travel reimbursements shall include mileage and, if applicable, bridge, toll road, and public transportation fees. Receipts certifying bridge, toll road, and public transportation fees shall be required for reimbursement.

3. When it is necessary for an employee to use his/her personal vehicle to attend work related training sessions during the normal work day, the employee shall be reimbursed for mileage at the current prevailing rate established by the Authority. Mileage submitted shall be equal to the combined distance from the employee's home to the training site and from the training site to the employee's home.

4. Employees attending NJDEP approved licensing courses shall be reimbursed for mileage at the current prevailing rate established by the Authority upon completion of the course. Mileage submitted shall be equal to the combined distance from the employee's home to the course and/or field trip site and from the course and/or field trip site to the employee's home multiplied by the number of sessions attended.

5. All requisitions for reimbursement shall be considered complete when accompanied by all applicable documentation. All requisitions shall be signed by the Plant Superintendent as certification of the employee's attendance.

## **C. Training**

1. Upon approval and subject to conditions noted, the Authority shall provide the necessary fees for employees requesting to attend training courses and/or seminars.

2. All course fees for NJDEP approved licensing courses shall be paid by the employee. The employee shall be eligible for reimbursement of all fees including mileage upon presentation of the Certificate of Completion and copies of all receipts for applicable fees. All requisitions for reimbursement shall be signed by the Plant Superintendent as certification of the employee's attendance.

3. Since it is the policy of the Authority that an employee pay in advance for a licensing course, should that employee begin the course and, through no fault of his/her own, be unable to complete the course, as certified in writing by the Plant Superintendent, the Authority shall reimburse that employee for all expenses incurred, including accumulated mileage. However, should the employee willfully fail to complete the course, he/she will not be eligible for reimbursement of fees or mileage.

#### **D. License Recertification**

1. Effective October 2, 2000, all licensed operators are required to obtain continuing education credits, defined as Total Contact Hours [TCH], in order to renew their licenses. The licensed operator must complete the required number of TCH, as determined by each valid license classification, during each three [3] year tracking period.

2. The Authority shall recommend and enroll licensed employees in NJDEP approved TCH courses. The Authority shall maintain a record of the TCH accumulated by each licensed employee, but it shall be the responsibility of the employee to ensure that he/she meets or exceeds the TCH requirement for each valid license classification at the time of license renewal.

3. Due to the total number of employees and the need to ensure that daily operating requirements are met, the Authority shall make every effort to provide licensed employees the opportunity to attend courses approved for TCH during each year of the three [3] year tracking period.

4. Reimbursement for expenses incurred while attending TCH approved courses shall be subject to the conditions noted in part B - 2, 3, & 4, and part C - 1, 2, & 3.

5. As established by N.J.A.C. 7:10A, Licensing of Water Supply and Wastewater Treatment System Operators, the TCH requirement for each S and C class license is as follows: S-3, S-4, C-3, C- 4, 36 TCH; S-1, S-2, C-1, C-2, 18 TCH.

#### **E. License Reimbursement & License Incentives**

1. Employees in possession of a valid S-class and/or C-class license issued by NJDEP shall be reimbursed the annual renewal fee(s) by the Authority. However, the Authority shall not be responsible for reimbursement of late charges assessed due to the employee's failure to return the license renewal(s) in a timely manner. The requisitions for reimbursement shall be signed by the Plant Superintendent and shall be submitted with copies of the renewal certificate and personal check or money order for the appropriate fee(s).



2. Examination fee(s), mileage, and initial licensing fee(s) shall be reimbursed by the Authority when an employee has successfully obtained the S-class and/or C-class license sought. The requisition for reimbursement shall be signed by the Plant Superintendent and shall be submitted with copies of the NJDEP notification letter and check(s) or money order(s) for the examination and initial licensing fee(s). Mileage submitted shall be equal to the combined distance from the employee's home to the examination site and from the examination site to the employee's home.

3. Employees who have successfully obtained a S-class and/or C-class license shall receive the salary incentive increase listed below:

Each Wastewater Treatment {S-class} license - \$2,500

Each Collection System {C-class} license - \$1,000

4. To receive salary incentive increase, the employee shall submit a copy of the written notification from NJDEP to the Plant Superintendent. The salary incentive increase shall be added to the employee's current annual base salary and shall become effective during the payroll period immediately following submittal of the written notification from NJDEP.

#### **ARTICLE XXI - SENIORITY**

A. Seniority is defined as an employee's total length of service as a full-time employee with the Authority computed from the employee's hiring date.

B. In the event of a dispute concerning the seniority of two or more employees hired on the same date, preference shall be given in alphabetical order of the employees' last names.

C. The Authority shall maintain an accurate, up-to-date seniority roster with each employee's date of hire, classification and pay rate. Such records shall be available to the Union representative upon request.

D. In the event the Employer is considering a layoff, the Employer will meet with the Union and discuss alternatives to any layoff. The meeting with the Union will take place prior to the required sixty (60) day notice of layoff to the employees. Seniority shall be recognized provided the employee has the skill and ability to perform the available work, in cases of layoff and recall. In addition, employees holding licenses shall be the last to be laid off and the first to be recalled.

E. Seniority shall also be recognized in regard to vacation preference.

## **ARTICLE XXII - UNION DUES**

Union dues will be deducted in accordance with N.J.S.A. 52:14-15.9e. (A copy of the statutory provision is attached hereto as Attachment B)

## **ARTICLE XXIII - HOLIDAYS**

A. Employees shall be granted fourteen [14] paid holidays during the year.

B. Holidays granted shall be:

New Year's Day  
Lincoln's Birthday  
President's Day  
Good Friday  
Easter Monday  
Memorial Day  
Independence Day  
Labor Day

Columbus Day  
Veterans Day  
Thanksgiving  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

C. An employee required to work on a holiday shall receive one [1] day or eight [8] hours at the employee's base rate {Holiday Pay} in addition to his/her overtime pay for working the holiday. {double time}.

D. Compensatory time {time off in lieu of the Holiday Pay} shall be prohibited.

E. New employees shall be granted those holidays remaining within the year from the date of his/her employment.

F. When a scheduled holiday falls on a weekend {Saturday or Sunday}, a day off for the holiday shall be granted as follows:

1. If the holiday falls on a Saturday, employees will be granted Friday off, the day before the holiday.

2. If the holiday falls on a Sunday, employees will be granted Monday off, the day after the holiday.

3. When Christmas Eve is on a Friday and Christmas Day is on a Saturday, time off for the Christmas Day holiday will be granted on Monday December 27<sup>th</sup>.

4. When Christmas Eve is on a Saturday and Christmas Day is on a Sunday, time off for the holidays will be granted as specified in 1 and 2.

5. When Christmas Eve is on Sunday and Christmas Day is on Monday, time off for the Christmas Eve holiday will be granted on Tuesday December 26<sup>th</sup>.

6. For the year 2008 only - employees shall work the day before Christmas (Wednesday) and shall have Friday the day after Christmas off with pay as the holiday.

G. In order to be eligible for holiday pay, the employee:

1. Must have received earned pay for the week in which the holiday is celebrated unless excused for good cause.

2. Must have worked the scheduled work day immediately preceding and immediately following the holiday unless excused for good cause.

H. If a holiday occurs while an employee is on vacation, the employee will not be charged a vacation day and will receive holiday pay.

#### **ARTICLE XXIV - SICK LEAVE**

A. One [1] paid sick day shall be equal to one [1] day or eight [8] hours at the employee's base rate.

B. Employees shall be granted paid sick days as outlined below:

1. Less than one [1] year of service - one [1] day for each month worked after completion of the ninety [90] day probationary period. Total sick days shall not exceed ten [10] days during the employee's first year of employment

2. One [1] year of service and beyond - fifteen [15] days per year.

C. Unused sick days shall accumulate from year to year.

D. Upon notification of an employee's intention to retire, due to medical reasons, disability, or regular retirement, the employee shall be paid at the rate of fifty percent [50%] for all unused and accumulated sick days up to a maximum of \$7,500.00.

E. An employee shall notify the plant by no later than 7:30 am when he/she is unable to report to work due to illness. A message on the answering machine shall be sufficient notice if no one is available to answer your call.

F. An employee shall notify the Plant Superintendent by no later than 7:00 am when he/she will be unable to report to work on a scheduled weekend or holiday due to illness.

G. An employee who has reported out of work due to illness for three [3] or more consecutive days shall submit a Doctor's Certificate to the Plant Superintendent. Failure to submit a Doctor's Certificate shall result in forfeiture of the employee's sick leave pay.

H. The Plant Superintendent shall arrange coverage of an employee's stand-by duty if one of the employees on stand-by duty has reported out of work due to illness.

I. Periodic sick leave or excessive sick leave without Doctor's Certification may be cause to evaluate an employee's attendance record. When there is cause to question sick leave, the Plant Superintendent may request the employee to present a Doctor's Certificate. Failure to submit a Doctor's Certificate when requested may result in forfeiture of the employee's sick leave pay, and may also result in additional disciplinary action by the Plant Superintendent.

J. An employee who reports out of work due to illness on the day before or on the day after a scheduled holiday may be required to submit a Doctor's Certificate. Failure to submit a Doctor's Certificate may result in forfeiture of the employee's sick leave pay and holiday pay, and may also result in additional disciplinary action by the Plant Superintendent.

## **ARTICLE XXV - VACATIONS**

A. One [1] paid vacation day shall be equal to one [1] day or eight [8] hours at the employee's base rate.

B. Employees shall be granted paid vacation days as outlined below:

1. Less than one [1] year of service - one [1] day for each month worked after completion of the ninety [90] day probationary period. Total vacation days shall not exceed ten [10] days during the employee's first year of employment.

2. One [1] through Six [6] Years of service - Twelve [12] days

3. Seven [7] through Thirteen [13] Years of service - Fifteen [15] days

4. Fourteen [14] through Twenty [20] Years of service - Eighteen [18] days

5. Twenty one [21] Years of service and beyond - Twenty-five [25] days

C. Vacation shall be chosen by the employees in order of their seniority.

D. Vacations shall not be accumulative. However, unused vacation days during the current year may be carried over to the following year provided that the unused vacation days are taken by December 31<sup>st</sup> of that year.

E. Vacation days shall be scheduled with the approval of the Plant Superintendent.

F. No more than one [1] employee shall be scheduled for vacation time during the same work period unless approved by the Plant Superintendent.

G. In all instances, operating requirements shall determine the availability of the vacation time selected. However, requests shall not be unreasonably denied.

H. The employee shall be responsible for posting selected vacation time on the schedule in the Plant Superintendent's office.

I. Vacation pay requests shall be submitted by the employee to the Plant Superintendent no later than three [3] weeks prior to that employee's scheduled vacation.

J. If an employee dies while in active service, all of his/her accumulated and unused earned vacation leave shall be paid to his/her estate at his/her daily straight time rate of pay at the time of death.

K. Upon any separation in good standing from employment, including layoff for lack of work, an employee shall receive 100% of all of his/her accumulated and unused earned vacation leave.

L. If an employee becomes sufficiently ill as to require in-patient hospitalization while on vacation, he/she may charge such period of illness against unused sick leave rather than vacation, at his/her option.

#### **ARTICLE XXVI - PERSONAL**

A. One [1] paid personal day shall be equal to one [1] day or eight [8] hours at the employee's base rate.

B. Employees shall be granted and paid personal days as outlined below:

1. Less than one [1] year of service - one [1] day after completion of the ninety [90] day probationary period.

2. One [1] year of service and beyond - three [3] days per year.

C. Personal days shall not be accumulative. Personal days must be used by December 31<sup>st</sup> of each year. Unused personal days shall not be carried over into the following year.

D. Personal days shall be chosen by the employees in order of their seniority.

E. Personal days shall be scheduled with the approval of the Plant Superintendent.

F. No more than one [1] employee shall be scheduled for a personal day during the same work period unless approved by the Plant Superintendent.

G. In all instances, operating requirements shall determine the availability of the personal time selected. However, no request shall be unreasonably denied.

H. The employee shall be responsible for posting selected personal time on the schedule in the Plant Superintendent's office.

## **ARTICLE XXVII - LEAVES**

1. Leaves shall be in accordance with State and Federal law.
2. Federal Family Medical Leave Act of 1993 ("FMLA")

To be eligible for leave under the federal FMLA, an employee must have been employed by the employer for at least 12 months and for at least 1,250 hours during the preceding 12 months. Eligible employees are entitled to take a maximum of 12 weeks unpaid leave during a 12 month period for the following reasons:

The birth of the employee's child and in order to care for the child;  
The placement of a child with the employee for adoption or foster care;  
To care for a spouse, child or parent who has a serious health condition; or  
A serious health condition that renders the employee incapable of performing the functions of his or her job.

3. New Jersey Family Leave Act ("FLA")

To be eligible for leave under the New Jersey FLA, an employee must have been employed by the same employer in the State of New Jersey for at least 12 months and for at least 1,000 hours during the preceding 12 months. New Jersey law provides for 12 weeks of leave within any 24 month period for:

The birth or adoption of a child; or  
The serious health condition of a child, parent or spouse.

4. Eligible employees will be entitled to leave if the conditions under either the federal or state law are met, subject to the requirements of whichever statute applies. If the leave qualifies under both Acts, the leave used counts concurrently against the employee's entitlement under each law.

5. A "Medical Certification Statement" will be required when an employee applies for leave based on the serious health condition of the employee (FMLA) or the employee's spouse, child or parent [FMLA & FLA]. In the Certification, the physician will be asked to attest to the nature of the serious health condition, and the duration of the leave. Employees may also be required to provide additional physician's statements at the employer's request at reasonable intervals.

## **ARTICLE XXVIII - JURY DUTY**

A. If an employee is called for Jury Duty, he/she shall be excused from work for the day or days that he/she is required to report. Employees shall suffer no loss in salary for attending Jury Duty. Upon being called for jury duty, the employee shall submit a copy of the summons to the Plant Superintendent. After serving Jury Duty, the employee shall submit an attendance certificate from the Court to the Plant Superintendent.

B. Employees shall turn over to the Authority the amount paid by the Court and receive their full pay. Employees shall suffer no loss for holiday pay, vacation pay, sick pay, personal pay or any other paid leave under this agreement if they have to attend Jury Duty. Employees shall suffer no loss in Seniority for attending to Jury Duty.

C. If the employee is released from Jury Duty prior to 1:00 p.m., he/she shall promptly return to work.

## **ARTICLE XXIX - FUNERAL LEAVE**

A. An employee shall be excused from work with pay for a period up to four [4] consecutive days when a death occurs in the immediate family.

B. Immediate family shall consist of spouse, children, grandchildren, mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, or other family member(s) who may be residing with the employee at the time of death.

C. An employee shall be excused from work with pay for one [1] day per year to attend the funeral of a relative or friend.

D. The Plant Superintendent shall be notified when funeral leave is requested and he/she may, or may not, in his/her sole discretion, approve additional time for a relative not listed above.

### **ARTICLE XXX - LONGEVITY**

A. Employees shall receive longevity payments beginning after three [3] years of continuous employment, then after five [5] years of continuous employment, then after ten [10] years of continuous employment, then after fifteen [15] years continuous employment, then after twenty [20] years continuous employment.

B. The base year for longevity payments shall be 1992.

C. Longevity will be payable on July 1<sup>st</sup> and December 1<sup>st</sup>.

D. Longevity payments shall be:

#### **YEARS SERVICE**

3 Years employment - \$200.00

5 Years employment - \$425.00

10 Years employment - \$475.00

15 Years employment - \$500.00

20 Years employment - \$550.00

### **ARTICLE XXXI - EQUAL TREATMENT**

The Employer agrees that there will be no discrimination or favoritism practiced upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, national origin, color, handicap, Association membership, Association activities, or the exercise of any concerted rights or activities.

For the purpose of this agreement, "he" shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

### **ARTICLE XXXII - TERMINATION**

This Agreement shall be effective as of the first day of January, 2012, and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2014. It shall be automatically renewed from year to year, thereafter unless either party shall notify the other in writing ninety (90) days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date, and this Agreement shall remain in full force and effect during the period of negotiation and until notice of termination of this Agreement is provided to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their authorized representatives on this 11<sup>th</sup> day of February, 2013.

COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO LOCAL 1036

By: Adam Liebtag  
Adam Liebtag, President

By: \_\_\_\_\_  
International Representative

By: Anthony Tallarico  
Anthony Tallarico  
Assistant to the President

By: Florence McNamara  
Florence McNamara  
Staff Representative

By: \_\_\_\_\_  
James Jacoby  
Union Negotiator

By: \_\_\_\_\_  
Robert Alleruzzo  
Union Negotiator

RIVERSIDE WATER RECLAMATION  
AUTHORITY

By: Richard Horton  
Richard Horton, Chairperson

By: Nancy Elmeaze  
Nancy Elmeaze, Secretary

Attest:



**ATTACHMENT "A"**  
**DRUG/ALCOHOL POLICY**

**DRUG FREE ENVIRONMENT**

A. In accordance with the requirements of the Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in our workplace. An employee who violates this policy will be disciplined up to, and including, termination.

B. As a condition of your continued employment and the Company's ability to participate in Government Contracts, you are expected and required to abide by the terms of this statement and to notify the General Manager, or his duly appointed representative of any criminal drug statute conviction for a violation occurring in our workplace no later than five days after such conviction. A conviction means a finding of guilt, including a plea of nolo contendere or imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

C. **Illegal Drugs and Controlled Substances**

Illegal drugs and controlled substances include marijuana, cocaine, opiates, amphetamines, phencyclidine, and all other drugs not prescribed by a licensed physician for use by the person possessing them.

D. **Intoxicating Beverages**

Intoxicating beverages means any beverage that contains any amount of alcohol, including beer and wine.

E. **Testing**

The Company reserves the right to require that its employees undergo medical testing to detect the presence of drugs or alcohol. Illegal drugs and controlled substances will be tested for, in the following circumstances: post-accident, probable cause, and random testing.

F. **Post-Accident Testing**

As soon as possible, but no later than 32 hours after an accident, the Company will test each employee whose performance either contributed to an on-the-job accident, or cannot be

completely discounted as a contributing factor to the accident. The Company may decide not to conduct a post-accident drug test if the best information available immediately after the accident indicates that the employee's performance could not have contributed to the accident or, that because of the time between that performance and the accident, it is not likely that a drug test would reveal whether the performance was affected by drug use.

#### **G. Probable Cause**

The basis for evaluation shall be those circumstances, based upon objective evidence about an employee's conduct in the workplace, that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or chemical substances. Such objective factors as absenteeism, deteriorating of work habits, chronic lateness, slurred speech, staggering gait, and other confidential information as to illegal drug use shall constitute a reasonable objective basis or reasonable suspicion to suspect that a drug test will produce evidence of illegal drug use. The presence of any of the above mentioned objective factors shall give the Company cause to insist on a mandatory drug test.

#### **H. Random Testing**

Each employee shall be subject to drug/alcohol testing by random testing for up to two times per calendar year. The Authority shall select the system of randomization.

I. Compliance with this Article is a condition of employment. A positive result to any drug test required by this Article, or refusal by any employee to cooperate fully by submitting to any test or any procedure under this Article, will result in termination of employment.

If a current employee notifies management (before taking, refusing to take, or failing to pass a drug test) that he or she is currently using a prohibited drug or substance, or has entered a treatment program for such use, the employee will be allowed an opportunity to successfully complete one treatment program. The Company will not be responsible for the cost of such program (except as provided in the Medical Plan), and the employee will be subject to the provisions of this Article. An employee who enters a treatment program as specified in this paragraph, must agree to sign documents that may be required to permit access to information that will enable the Company to monitor the employee's progress in, or completion of, the treatment program. Failure to cooperate in or complete the treatment program entered, in accordance with this program, will result in termination of employment.

## **COMPANY POLICY REGARDING DRUG TESTING**

### **1. Testing Facilities**

The Company shall determine what drug/alcohol testing facilities are used to test the employee's specimens. Such facilities must be recognized testing facilities. The employee shall have the option to send a split specimen to an approved testing facility of his choosing, at his expense. The second specimen must be taken at the Company's approved testing facility. Chain of Custody Procedures must be followed by the Company's chosen facility at the time the employee gives the specimen for that facility. Chain of Custody Procedures must be followed by the Company's chosen facility. Appropriate weight will be given to the results of tests run by the employee's chosen laboratory.

### **2. Test Procedure**

Urinalysis will be testing method if the employee refuses to submit to any test, that shall be considered insubordination and the employee shall be terminated.

Urine sample collection will be administered in a manner which will protect the privacy of the employee while insuring the integrity of the sample. As part of the test, medical personnel of the testing facility should ask if there are any medications which the employee is taking. The employee does not have to reveal the condition necessitating the medication. The list of medications being taken by the employee shall be kept on file at the testing facility.

### **3. Chain of Custody**

The testing facility shall record the temperature, specific gravity, and creatinine level on the label, sign the label, and obtain the employee's signature on the label. The medical personnel, in the presence of the employee, shall cap and seal the containers with evidence tape and attach the label to the bottle. The authorized medical personnel shall fill in the required information on a Chain of Custody form and enter the date and time that the specimen was taken and sealed. The Chain of Custody form, a copy of the release form, and the specimen, shall be sent to the testing laboratory.

Upon arrival at the testing laboratory, personnel from that laboratory shall mark on the Chain of Custody form the date and time that the laboratory received the specimen. While the specimen is at the laboratory, any technician or laboratory personnel who opens the bottle, or otherwise handles the specimen, shall mark his/her name, the date, time, and the purpose of which the specimen was handled, on the Chain of Custody form. The testing laboratory shall make sure that the specimens are shipped for couriered to the facility as quickly as possible. If a test result is positive, the specimen shall be re-secured with evidence tape, signed, and dated by the technologist who tested the sample. When the testing procedure is done, testing reports will be prepared and signed by the technologist. The Medical Review Officer must review the form listing medications the employee is taking and note if such medicine could cause a positive result.

If, at any time during the process, inadequacies in the Chain of Custody occur, such inadequacies shall be reported to the appropriate laboratory authority who shall, in turn, notify the Company. The testing facility shall retain the specimens in a locked freezer until they receive further direction from the Company regarding the disposition of the same.

If, after consulting with appropriate medical authorities, the Company finds that the inadequacies in the Chain of Custody will affect the results of the tests, the Company shall direct the testing facility to dispose of that specimen. The Company shall then collect another specimen and follow the procedures in this policy.

#### **4. Screening and Confirmation Procedures to be Used by the Testing Facility and Levels Determining Positive or Negative Results.**

The testing facility shall screen each urine specimen by an immunosassay method, e.g., EMIT RIA, FPI, for each illegal drug or drug group. Specimens may also be analyzed for acide, neutral, and basic drugs by thin layer chromatography. If either or both of the screenings are positive, gas chromatography/mass spectrometry must be used to confirm positive test results. In order for a specimen to be considered positive, either or both of the first level tests and the gas chromatography test must report positive results. A negative result of both tests on the first level, or of the gas chromatography test, will preclude a finding that the specimen is positive. The levels below which specimens are deemed negative, can be found at the end of this section. If any illegal drug not listed is detected, the cut-off levels commonly used for that drug by accredited testing

facilities, shall be used. For Alcohol Tests, the cut-off levels for intoxication will be those set by New Jersey Law. For tests done to detect drugs, cut-off levels shall be those commonly used by accredited testing facilities.

#### **5. Confidentiality**

The Company respects the privacy of its employees and shall maintain confidentiality regarding any drug or alcohol testing. All records of tests and subsequent actions shall be kept in a file, separate from the employee's regular file. The Company will not release records of drug tests, alcohol tests, or any disciplinary action taken thereafter to anyone, other than the employee, who is not directly involved with the testing or disciplinary action, without written authorization from the employee.

**Levels Below Which Specimens Are Deemed Negative**

	<u>Initial Test Level (NG/NL)</u>	<u>Confirmatory Test Level (NG/NL)</u>	<u>Confirmatory Method</u>
<b><u>Amphetamines</u></b>	300		
D-Amphetamines		300	GC/MS
D-Methamphetamine		300	GC/MS
<b><u>Barbiturates</u></b>	300		
Amobarbital		500	GC/MS
Butabarbital		500	GC/MS
Butalbital		500	GC/MS
Phenobarbital		500	GC/MS
Phenobarbital		500	GC/MS
Secobarbital		300	GC/MS
<b><u>Benzodiazepine Metabolites</u></b>	300	300	
Chlordiazepoxide		300	
Clorazepate		1000	GC/MS
Diazepam		300	GC/MS
Oxazepam		300	GC/MS
<b><u>Cocaine Metabolites</u></b>	300		
<b><u>Marijuana Metabolites</u></b>	50		
Delta-9-Carboxy THC		10	GC/MS
<b><u>Methadon</u></b>	300	300	GC/MS
<b><u>Methaqualone</u></b>	300	300	GC/MS
<b><u>Opiate Metabolites</u></b>	300		
Codeine		300	GC/MS
Hydromorphone		1000	GC/MS
Morphine		300	GC/MS
Phencyclidine	75	75	GC/MS
Propoxyphene	300	300	GC/MS

**SUBSTANCE ABUSE SCREENING TEST**

**EMPLOYEE CONSENT**

I, \_\_\_\_\_, understand and agree that the test I am about to receive will include:

A urine test for substance abuse or chemical dependency.

I understand that my signature on this form is not an admission of wrongdoing. I further understand that if I decline to sign this consent, and thereby decline to take the test, action will be taken against me in accordance with the Company Drug Testing Policy; that is, I will be discharged.

If the test is confirmed as positive, action will be taken in accordance with the Company's Drug Testing Policy.

I hereby:

consent

refuse to consent,

to the test (s) for substance abuse.

**Witness:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **ATTACHMENT "B" - UNION DUES**

**SALARIES**

**52:14-15.9c**

**52:14-15.9c. Deduction from compensation to pay dues to employee organization; written authorization; withdrawal; negotiation of exclusive dues deduction provisions**

Whenever any person holding employment, whose compensation is paid by this State or by any county, municipality, board of education or authority in this State, or by any board, body, agency or commission thereof shall indicate in writing to the proper disbursing officer his desire to have any deductions made from his compensation, for the purpose of paying the employee's dues to a bona fide employee organization, designated by the employee in such request, and of which said employee is a member, such disbursing officer shall make such deduction from the compensation of such person and such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request.

Any such written authorization may be withdrawn by such person holding employment at any time by the filing of notice of such withdrawal with the above-mentioned disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

Nothing herein shall preclude a public employer and a duly certified majority representative from entering into a collectively negotiated written agreement which provides that employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative. Such collectively negotiated agreement may include a provision that existing written authorizations for payment of dues to an employee organization other than the duly certified majority representative be terminated. Such collectively negotiated agreement may also include a provision specifying the effective date of a termination in deductions as of the July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the public employer's disbursing officer.

This authorization for negotiation of exclusive dues deduction provisions shall not apply to any negotiating unit which includes employees of any local school district or county college.

As used in this section, dues shall mean all moneys required to be paid by the employee as a condition of membership in an employee organization and any voluntary employee contribution to a committee or fund established by such organization, including but not limited to welfare funds, political action committees, charity funds,

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# ATTACHMENT "B" - UNION DUES

52:14-15.9a

## DEPARTMENTS AND OFFICERS

legal defense funds, educational funds, and funds for donations to schools, colleges, and universities.

L.1967, c. 219, § 1, eff. Feb. 27, 1968. Amended by L.1968, c. 42, § 1, eff. May 14, 1968; L.1969, c. 292, § 2, eff. Dec. 14, 1969; L.1971, c. 275, § 1; L.1977, c. 284, § 1, eff. Dec. 12, 1977; L.1981, c. 245, § 1, eff. Dec. 22, 1981.

### Historical Note

L.1968, c. 42, broadened the application of this section to include an "authority" by inserting "or authority" near the beginning of the first sentence.

L.1969, c. 292, inserted in the last sentence, paragraph 5114g of notes of effect, the words "as to both deductions as of July 1".

The 1971 amendment made section applicable to compensation payable by "authority" in this state.

Section 2 of L.1971, c. 275, approved Aug. 4, 1971, provided: "This act shall

take effect immediately and shall be retroactive to December 14, 1969."

The 1977 amendment added third and fourth paragraphs.

The 1981 amendment added the last paragraph.

### Title of Act:

An Act to provide for payroll deductions from the compensation of State, county, municipal and school employees for employee organization dues and supplementing Title 52 of the Revised Statutes. L.1967, c. 219. Amended by L.1969, c. 292, § 1.

### Administrative Code References

Employee organizational dues, see N.J.A.C. 9:29-2.9.

### Library References

Labor Relations § 104.  
States § 92.2.

C.J.S. Labor Relations § 75.  
C.J.S. States §§ 104 to 108.

### Notes of Decisions

In general 1  
Political contributions 2

#### 1. In general

State membership in employee organization by supervisors as well as non-supervisors was not violative of state law, housing authority was obliged to honor dues deduction requests made by its employees. *Union Council No. 8, New Jersey Civil Service Ass'n v. Housing Authority of City of Elizabeth*, 124 N.J.Super. 294, 295 A.2d 68 (L.1972).

Housing authority's collection of dues of employee organization pursuant to requests by the authority's employees would not in any way entitle the employee organization to act as bargaining

agent for the employees of the authority. *Id.*

*New Jersey Highway Authority*, which constructed, maintains and operates the Garden State Parkway, was not subject to this section providing that "Whenever any person holding employment, whose compensation is paid by this State . . . or by any board, body, agency or commission thereof shall indicate in writing to the proper disbursing officer his desire to have any deductions made from his compensation, for the purpose of paying an employee's dues to a bona fide employee organization . . . such disbursing officer shall make such deduction . . ." *Garden State Parkway Employees Union, Local 124, A.F. T.E., AFL-CIO v. New Jersey Highway Authority*, 145 N.J.Super. 192, 251 A.2d 408 (A.D.1969).

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**ATTACHMENT "C"**

**1) NEW JERSEY STATE HEALTH BENEFITS PLAN**

**2) PRESCRIPTION PLAN**

**3) DENTAL PLAN**

**SEE ATTACHMENTS**