

AGREEMENT

BETWEEN

LAMBERTVILLE SEWERAGE AUTHORITY

AND

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

JULY 1, 1995 THROUGH JUNE 30, 1997

revised: June 14, 1995

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ARTICLE I

PREAMBLE

THIS AGREEMENT between the Lambertville Sewerage Authority, located at P. O. Box 300, City of Lambertville, County of Hunterdon, State of New Jersey (hereinafter referred to as the "Authority") represents the complete and final understanding on all issues, which were or could have been bargained upon between the parties. Where ever a masculine word is used, its feminine counter part is understood to be present. (Example he-she or man-woman).

ARTICLE II

RECOGNITION

The Authority recognized the Union as the exclusive bargaining representative for the purpose of collective negotiations for all permanent blue-collar, non-supervisory, full-time employees and regularly scheduled permanent part-time employees. Employees who are regularly scheduled to work at least forty (40) hours per week are considered full-time; employees(s) scheduled to work at least twenty-four (24) hours per week are considered part-time. Seasonal and/or casual employees shall not be members of the bargaining unit, irrespective of the number of hours of work.

ARTICLE III

MANAGEMENT RIGHTS

A. Subject to the provisions of this Agreement, the Authority reserves to itself sole jurisdiction and authority over matters of policy, and further, the Authority specifically retains the right,

in accordance with but not limited to the laws of the State of New Jersey, the United States and any other relevant and applicable laws, to do at least the following:

1. To direct the employees of the Authority;
2. To hire, assign, promote, transfer and retain employees covered by this Agreement;
3. To demote, discharge, or take any other disciplinary action for cause against employees covered by this Agreement;
4. To make work assignments, including overtime assignments;
5. To relieve employees from duties because of lack of work or any other legitimate reasons;
6. To maintain the efficiency of the Authority's operations that are entrusted to it;
7. To determine the methods, means and personnel by which such operations are to be conducted;
8. To take any other lawful action, with respect to its employees, permitted;
9. To subcontract any and/or all work being handled by members of the Union. The Authority shall notify the Union at least thirty (30) days prior to said subcontracting to meet and confer regarding such; and,
10. To make any other work related assignments as are

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10. To make any other work related assignments as are required by the Executive Director or designee and/or the Authority Board.

B. The Authority may adopt or change rules, regulations, responsibilities and policies with respect to the Employee and the Use of Judgement and Discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent to which the specific and express terms are in conformance with the Constitution and laws of the United States and the State of New Jersey. The Union will receive copies of any changes in rules or regulations prior to their implementation.

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

ARTICLE IV

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that for the entire term of this Agreement either the Union or anyone acting on its behalf will not cause, authorize or support any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown,

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required by the Executive Director or designee
and/or the Authority Board.

B. The Authority may adopt or change rules, regulations, responsibilities and policies with respect to (the Employee) (and or) Union and the Use of Judgement and Discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent to which the specific and express terms are in conformance with the Constitution and laws of the United States and the State of New Jersey. The Union will receive copies of any changes in rules or regulations prior to their implementation.

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Union agrees that such action would constitute a material breach of this Agreement. Any employee who participates in such action heretofore mentioned may be subject to discipline, including immediate discharge, which may be appealable to the procedures set forth in Article V.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in the strike, work stoppage, slowdown, walk-out or other activity aforementioned or supporting any such activity by any other employee or group of employees of the authority and that the Union will publicly disavow such action and order all members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

ARTICLE V

GRIEVANCE PROCEDURE

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

B. Nothing herein shall be construed as limiting the right of the employee having the grievance to discuss the matter informally with any appropriate member of the Authority.

C. In regard to the Authority and the employees covered by this Agreement, the term "grievance" as used herein shall mean:

- 1) a complaint or controversy arising over the interpretation or application of the terms and conditions of this Agreement; or,
- 2) a claimed violation, misinterpretation or misapplication of existing policies and/or orders applicable to the grievant which shall be limited to those matters affecting the terms and conditions of employment.

D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent:

Step 1:

The aggrieved or the Union shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and the Authority's Executive Director or designee for the purpose of resolving the matter informally. Said grievance shall be in writing. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The

Executive Director or designee shall answer the grievance in writing within five (5) calendar days of the receipt of the grievance which shall be given to him no later than ten (10) calendar days after the grievance has occurred.

Step 2:

If the Union wishes to appeal the decision of the Executive Director or designee, such appeal shall be presented to the Authority Board within seven (7) calendar days after the Executive Director or designee's decision or the date by which the decision should have been rendered. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Board shall schedule a meeting with the employee and the Union within ten (10) calendar days after the receipt of the written submission. The Board will respond in writing within ten (10) calendar days after said meeting.

Step 3:

If the Union wishes to appeal the decision of the Board in Step 2 and the grievance is related only to a complaint/controversy related to an interpretation or application of the terms and conditions of this Agreement, the Union shall have the right to submit the dispute to arbitration within twenty (20) calendar days of the decision of the Board to the New Jersey State Board of Mediation. The arbitrator selected, according to the rules and regulations of the Board, shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding, pursuant to law.

- a. The parties will direct the arbitrator to decide as a preliminary question whether or not he has the jurisdiction to hear and decide the matter in dispute.
- b. The arbitrator shall be bound by the provisions of this Agreement, the Constitution of the United States and laws of the State of New Jersey and be restricted to the applications of the facts presented to him involved in the grievance. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or, subtract from the provisions of this Agreement.
- c. The arbitrator shall be limited to deciding one issue upon one set of facts. No multiple grievance arbitrations will be permitted.
- d. The costs of the arbitration, other than the cost incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Union and the Authority.

E. The time limits expressed herein shall be strictly adhered to. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed herein, then the disposition of the grievance at the last step shall be deemed to be conclusive. If a decision is not rendered within the time limits specified for a decision at any

step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing, in writing and signed by representatives of both parties, to extend or contract the time limits for processing the grievance at any step in the procedure.

ARTICLE VI

PROBATIONARY PERIOD

A. The first six (6) months of employment with the Authority for all new employees shall be considered a probationary period. The Authority retains the right to extend the probationary period for an additional three (3) calendar months, with notification to the Union prior to the expiration of the initial probationary period. During the aforementioned period(s), the Authority may discharge such employee for any reason whatsoever. An employee who is discharged during his probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Authority shall have no responsibility for the re-employment of a newly engaged probationary employee if he is dismissed during his probationary period.

B. During a probationary period, the employee will not receive any benefits that would normally accrue to a full-time permanent employee of the authority such as sick leave, vacation days and personal days. If the employee is hired on a permanent basis, all benefits will accrue to him retroactive to his original date of employment with the Authority.

C. During the probationary period, the new employee will be

paid based on the following schedule:

1 - 2 months of employment	70% of classification rate
3 - 4 months of employment	80% of classification rate
5 - 6 months of employment	90% of classification rate
After 6 months	Full rate

D. Prior to the completion of the probationary period, the Authority Board or its designee may discuss with the employee his current status and, if applicable, prepare a memorandum concerning the employee's continuation of service.

ARTICLE VII

UNION BUSINESS

A. The Authority shall provide reasonable bulletin board space for the posting of official Union notices. No notice shall be posted which contains material of a controversial or political nature or which may conflict with the rules and regulations of the Authority. The Union agrees that it will not engage in recruitment activities during business hours.

B. The Authority shall permit the Union one (1) hour of non-accumulated paid time per quarter for the conduct of membership meetings of the Union, so long as such membership meetings do not interfere with the normal work day. Such meetings shall be held after 3:00 P.M. and the Union will attempt to give the Executive Director at least seven (7) calendar days notice as to the scheduling of any such meeting.

C. The Authority, if it desires, reserves the first fifteen

(15) minutes of the meeting above to discuss business pertinent to the Authority. The meeting shall take place at an Authority facility.

ARTICLE VIII

STEWARD

A. The Authority recognized the right of the Union to designate one (1) Steward to enforce this Agreement. The Union shall furnish in writing to the Authority the name of the Steward and notify the Authority of any change.

B. The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities;

1. The investigation and presentation of grievances in accordance with the provisions of the Agreement, so long as it does not interfere with the employee's normal working duties;
2. The transmission of such messages and information which shall originate with and authorized by the Union, so long as it does not interfere with the employee's normal working duties.

ARTICLE IX

PERSONNEL FILES

A. Upon request and with no more than one (1) calendar day prior to the time for inspection, an employee shall have the opportunity to review and examine his personnel file. The Authority has the right to have such review and examination in the

presence of a designated Authority official. The Authority recognizes and agrees to permit this review and examination at any reasonable time subject to above. Furthermore, said review shall be limited as follows:

1. The review shall take place between the hours of 8:00 A. M. and 2:00 P. M. on Monday through Thursday;
2. The employee's review of his file shall be limited to no more than one half hour.

B. The employee will receive copies of any written reprimands, performance evaluations or work commentaries placed in the employee's file. The employee's signature, signifying knowledge of the documents, shall be requested. If the employee refuses to sign to signify knowledge of the document, the Authority will make notation of such refusal in the presence of a witness.

ARTICLE X

DISCRIMINATION

A. Neither the Authority or the Union shall discriminate against any employee by reason of race, creed, color, age, sex, religion, national origin, political affiliation or membership or non-membership in the Union.

ARTICLE XI

SAFETY

A. The Authority will endeavor to do all that is necessary to maintain safe working conditions for employees during their working hours. The Authority does not hereby waive any legal defenses it

may have.

B. The Authority will post a list of necessary safety equipment, tools and/or devices for all jobs maintained by the bargaining unit. Employees will be required to familiarize themselves with the necessary equipment, tools and/or devices and properly wear/use them during working hours. Failure to properly wear/use the required equipment, tools and/or devices shall result in disciplinary action.

ARTICLE XII

DISCIPLINE

A. The Authority shall not discipline any member of this bargaining unit without cause.

B. All disciplinary action taken by the Authority will be in one or more of the following formats:

1. Informal, private, or oral reprimand by the supervisor or Executive Director or designee's;
2. A written memorandum of censure by the Executive Director or designee with copies to the Authority Board and employee and his personnel files;
3. Suspension from duty with or without pay not to exceed five (5) working days by action of the Executive Director or designee;
4. Suspension from duty without pay irrespective of time frame taken by action of the Authority board of its designee;

5. Demotion by action of the Authority Board or its designee or fine as set forth below. Demotion shall include, but not be limited to, a change in job title and/or loss of pay. A fine may be imposed as a form of restitution, in lieu of a suspension, where the employee has agreed to a fine as a disciplinary option. Said fine may be paid in a lump sum or installments, as determined by the Authority;
6. Dismissal from the Authority's employ by action of the Authority Board or its designee.

C. Nothing shall require the Authority to take disciplinary action in the order of appearance in this Article so long as the action taken is related to the severity of the offence determined to have occurred.

D. All documents in any way connected with an employee's disciplinary history shall be placed in the employee's personnel files and may be viewed in accordance with the terms of this Agreement.

E. An employee who is terminated shall not be entitled to payment for any unused benefit days.

F. The Union shall be given notification of disciplinary action within five (5) calendar days after implementation of the disciplinary action. Written notice to the Shop Steward and the President of CWA Local 1032 or designee shall constitute such

notification.

ARTICLE XIII

HOURS OF WORK AND OVERTIME

A. The regular work week for all permanent full-time employees hired on or before July 21, 1992 shall be eight (8) hours a day, five (5) consecutive days per week (Monday through Friday) for a total of forty (40) hours per week, which includes a thirty (30) minute paid lunch period per day. Effective the signing of this Agreement, the normal work day for these employees shall begin no earlier than 6:00 A.M. and end no later than 6:00 P.M.

B. The regular work week for all permanent full-time employees hired after July 21, 1992 shall be eight (8) hours a day, five (5) days per week for a total of forty (40) hours per week, which includes a thirty (30) minutes paid lunch period per day. the normal work week shall be set by the Authority.

C. For payroll purposes, the work week begins on Saturday and ends on Friday.

D. Employees shall be entitled to one (1) rest period/coffee break per day for no more than thirty (30) minutes in the morning. This break shall be counted as hours worked and the employee must not leave the Authority's premises. As for the meal period, employees must be completely relieved from duty for the purpose of eating regular meals. When the Authority determines that a task must be performed during the regular lunch period or rest period, the Authority shall require that the employees alternate their

lunch periods and/or rest period in accordance with a schedule determined by the Executive Director or designee. The meal period shall last no longer than thirty (30) minutes. Only under unusual circumstances, as approved by the Executive Director or designee, may an employee forego a meal and/or rest period. The Executive Director or designee should schedule employee's meal and rest periods (coffee break) which are compatible with workload and adequate coverage.

E1. OVERTIME: The term "hours worked" shall mean actual time spent performing duties assigned by LSA, (in increments of no less than 15 minutes); plus hours of vacation time used; plus holidays given by LSA. All other forms of time off, including but not limited to sick days and personal days are not considered hours worked.

E2. Employees shall be paid at their normal pay rate for all "hours worked" in a pay week up to and including 40 hours. Employees shall be paid at one and one half times their normal pay rate for all "hours worked" in a pay week in excess of 40 hours as defined in E-1. Paragraph E-3 shall be the only exception to this rule.

E3. Any time an employee leaves work for the day; and must return to work prior to his scheduled return due to an alarm or other emergency; all "hours worked" during that alarm or emergency which are outside the scheduled work day shall be paid at time and one half times the normal pay rate; even if the person does not have more than 40 "hours worked" in the pay period.

have more than 40 "hours worked" in the pay period.

E4. The opportunity for overtime shall be offered equally as Authority needs allow by use of the following method: All employees shall be placed on a list by seniority order. Overtime shall be offered in rotation to each man. On July 1, the most senior employee shall be the first offeree. Each offeree may reject the opportunity. Each person offered the overtime shall be credited with the overtime for the purpose of assigning future overtime. The next overtime opportunity shall be offered starting with the next person on the list. However, if credited overtime opportunity becomes unequal, then overtime shall be offered to each employee in turn starting from the person with the least overtime opportunity and finishing with the person with the most overtime opportunity.

If all employees refuse overtime, then the Executive Director shall be allowed to assign overtime to the least senior employee.

E5. When an employee hired on or before July 21, 1992 is required to work on the weekend (Saturdays and Sundays) under normal workload conditions those hours worked shall be between the hours of 6:00 A.M. and 1:00 P.M. Any employee in this group shall receive a minimum of four (4) hours of overtime pay, but no more than five (5) hours of overtime pay at one and one-half times his current wage. Normal workload is defined as performing the basic routine tasks (for example flow meter readings, pump station

inspection, drawing sludge, grit removal, chlorine residuals, imhoff cone test, D. O., Ph. and temperature readings). In the event an emergency arises during an employee's weekend duty which qualifies for overtime, the employee shall be compensated at the overtime rate for time worked in addition to the monies set forth herein for performing the normal workload. Paragraphs E-1 to E-3 take precedence over E-5. Therefore a person must have 40 "hours worked" as defined by E-1 to receive one and one half times normal pay under

E-5. If he does not have 40 hours worked payment will be at the normal rate

6. All employees hired after July 21, 1992 who are required to work on the weekend shall work those hours as assigned by the Authority Board or designee pursuant to Section B of this Article and shall only be eligible for overtime pay pursuant to Section E(1) above.

F. If an employee is recalled to duty and the hours of the recall are not contiguous to the employee's normal work schedule, the employee shall receive a minimum of two (2) hours pay at the employee's overtime rate. If the recall is contiguous, the employee shall receive the straight time or overtime pay rate depending on total "hours worked" in the pay period as per paragraph E. The Authority reserves the right to require the employee who is recalled to work the full two (2) hours.

ARTICLE XIV

ARTICLE XIV

WAGES

A. For all employees covered by this Agreement except as note below, they shall receive wage increases for the period in question as follows:

1. Effective July 1, 1995 to June 30, 1996 -

Albert Gaspari \$871.14 to his base salary and then 3.0%

Raise of 3.0% for all other employees

2. Effective July 1, 1996 to June 30, 1997 -

Raise of 3.0% for all employees

B. In addition to the wage increase set forth in A(1) and A(2) above, employees covered by this Agreement, except as noted below, may receive up to an additional 2.0% percent merit increase for each of the years in questions. The merit increase shall be based on a performance appraisal conducted by the Executive Director, in conjunction with the Authority Board or designee, pursuant to Article XXIV of this Agreement.

C. Irrespective of the raises mentioned in Sections A and B above, all employees who are hired on or after January 1, 1994 and/or promoted on or after January 1, 1994 shall be governed by the following salary guide(s) (depending on the position in question):

(1) Laborer (Minimum - \$10,000.00; Maximum - \$15,999.)

(2) Operator/Utility Person (Minimum - \$16,000.00;
Maximum - \$19,000.00)

(3) Senior Operator/Sludge Maintenance Operator/

Maintenance Mechanic (Minimum - \$20,000.00; Maximum
- \$24,999.00)

(4) Foreman/Chief Operator (Minimum - \$25,000.00;
Maximum - \$32,000.00)

This guide shall remain in effect during the entire term of this Agreement. Any raise given on July 1, 1995, if desired by the Authority, for employees covered under this specific Section shall be in accordance with the raises set forth in Sections A and B above, but must not go above or below the minimum/maximum ranges set forth in this section.

D. The employer and the Union agrees to meet within 30 days of the signing of this Agreement to re-negotiate the terms of Article XV, Section C of the prior Agreement which expires on June 30, 1995. All employees previously covered under this Section (hired after January 1, 1994) will be eligible for all other negotiated wage increases and merit increases as listed in Paragrape C above.

ARTICLE XV

HEALTH BENEFITS

A. The Authority shall provide medical insurance in accordance with the New Jersey State Health Benefits Program (Program) to all employees who are employed with the Authority pursuant to plan requirements, except as noted below. The Authority has the right to change insurance carriers at any time during the term of this Agreement so long as substantially similar

benefits are provided.

B. All full-time permanent employees are covered by the New Jersey State Health Benefits Program, effective after two (2) months of employment. The Program includes basic and extended hospital and medical-surgical benefits, as well as reimbursement for major medical expenses. The Authority shall also provide coverage for the employee's spouse and dependents as defined below, except as noted below.

C. Dependents are defined as the employee's lawful spouse and unmarried children to the age of twenty-three (23) (coverage normally ends on the December 31 of the year the child turns age twenty-three (23) who live with the employee in a regular parent-child relationship. Children shall include step-children, adopted children and/or foster children provided that such children are dependent upon the employee for support and maintenance.

D. All employees hired on or after January 1, 1994 shall receive fully paid medical coverage for the employee only. If the employee wishes to purchase husband/wife, parent/child or family insurance, where available/applicable, the employee and the Authority will split the additional premiums between single coverage and the desired coverage fifty (50%) percent employee/fifty (50%) percent Authority.

E. If an employee retiring between the ages of 62 and 65 and with a minimum of fifteen (15) years employment by the Authority chooses to continue coverage with the New Jersey State Health Benefit Program under the "conversion" plan, the Authority will

reimburse the retired employee, to age 65, for the retired employee's health insurance coverage cost only, not for the costs of dependant coverage. The retired employee will be reimbursed on a quarterly basis, concurrent with the State deduction of health benefits coverage cost from the retired employee's pension payment.

F. A complete physical examination, with the cost covered by the Authority, shall be given to each employee at least every two (2) years, more if requested by the Authority; with a copy provided to the employee. The Authority will work with designated physician(s) to establish the guidelines for said examination.

G. Effective July 1, of each contract year, upon presentation of dental or eye examination bills, the Authority will reimburse the employee up to \$75.00 per year for said bills.

ARTICLE XVI

HOLIDAYS

A. Employees covered by this Agreement shall be entitled to receive the following paid holidays:

- | | |
|------------------|------------------------|
| New Year's Day | Labor Day |
| President's Day | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

B. Holidays may not be carried over to the following calendar year.

C. Any employee who is required to work a holiday, under normal workload conditions, shall receive no less than four (4) hours of overtime pay, but no more than five (5) hours of overtime

pay at one and one-half times his current wage and this shall be in addition to his regular holiday pay, which is based upon an eight (8) hour day. Normal workload shall be defined as performing basic routine tasks (i. e. flow meter readings, pump station inspection, drawing sludge, grit removal, chlorine residuals, imhoff cone test, D.O., Ph. and temperature readings). When calculating holiday pay, the Authority shall monetarily compensate an employee only for that specific period of time actually worked beyond the four (4) hour minimum stated above.

D. The current rotational schedule for assigning holiday work shall remain in effect.

ARTICLE XVII

VACATIONS

A. After completion of a probationary period new employees shall be eligible for vacation during the first year of service as follows:

1. If employed between January 1 and June 30:

5 work days

2. If employed after June 30

0 work days

All employees are eligible for vacation in the second calendar year of service as follows:

1. If employed between January 1 and June 30

10 days as of January 1

2. If employed between July 1 and December 31

5 days as of January 1

5 days as of the anniversary of hire

All employees are eligible for vacation on January 1 in the third calendar year and after as follows:

1. One (1) year through the completion of five (5) years of service:

10 work days

2. From the sixth (6) year of service through the completion of the tenth (10th) year of service

15 work days

3. From the eleventh (11th) year of service through the completion of the twenty-fourth (24th) year of service

20 work days

4. From the twenty-fifth (25th) year of service and thereafter

25 work days

An increase in vacation eligibility is considered earned on the first day of the calendar year in which the anniversary occurs.

B. A blank calendar for the purpose of planning a vacation schedule shall be posted by the Authority on January 2nd of each year on the Authority's bulletin board and shall remain posted until January 30th for employees to select their vacations for the period of January 1 through December 31. In preparing the vacation schedule, the Authority will approve vacations on the basis of the seniority with each person choosing two (2) weeks in turn until all

employees have chosen. After Jan 30, vacation sign-up shall be on a first come/first served basis. Employees with four (4) or more weeks vacation must take at least one (1) week prior to May 1 of each year or after September 30 or both. The Executive Director or designee shall, in any event, have the right to schedule vacation(s) so as to obtain the manpower necessary to maintain adequate coverage during the vacation period. An employee shall have his vacation determined at the discretion of the Executive Director.

C. An employee, with prior approval of the Executive Director or his designee, may use a single day or two (2) days against his vacation time.

D. Only two employees shall be permitted to take a day off (excluding unexcused absences/sick leave) at one time. This is in consideration of the limited manpower to handle the workload properly and safely.

E. Should the employee's vacations time include a paid holiday, the employee will be permitted to take an additional day at a mutually convenient time approved by the Executive Director or designee.

F. Employees shall be required to make advance arrangements with their co-workers, and advise the Executive Director of such, to cover the employee's weekend and/or holiday hours when requesting time off, when the schedule requires that the employee work on the weekend and/or holiday during, and/or immediately before, and/or after the requested vacation time. Should any

employee be unable to make arrangements with the employee's co-workers to cover the weekend and/or holiday, the employee shall be required to work the weekend and/or holiday in question.

G. An employee who is unable to take vacation because of an absence caused by disability or worker's compensation may be permitted to carryover vacation into the next calendar year. Said vacation must be taken, if carried over, in the following year.

H. Only employees who retire with at least twenty (20) years of service with the authority or who die while actively employed with the Authority shall be entitled to receive vacation pay for earned vacation time not taken in the year of retirement or death.

ARTICLE XVIII

SICK LEAVE

A. All permanent full-time employees who have completed six (6) months of service are eligible for 8 sick days each calendar year. Salary is not paid for any absence incurred during the first six (6) months of service. A permanent full time employee who exceeds his accumulated days of sick days during a calendar year will be placed on no-pay status.

B. Sick leave may only be used for personal illness, injury, or medical treatment; the care of a member of the employees immediate family or any relative living in the employee's immediate family or any relative living in the employee's household; and appointments with licensed medical practitioners for the individuals named above.

C. The Authority reserves the right to require an employee to provide medical documentation to substantiate an absence from post or duty at anytime if conditions warrant. The Authority also reserves the right to send an employee to a physician of its choosing to examine or report on the condition of the patient to the Executive Director or designee; the Authority shall pay for said visit(s). If the suspected period of illness or disability of the employee is for an extended period of time, the Executive Director or designee will require updates on the condition of the patient, at least weekly, from the employee's attending physician and/or the Authority's designated physician.

D. No employee shall be allowed to work and endanger the health and well-being of other employees or himself. The Executive Director may direct the employee to the Authority designated physician for an opinion as to the employee(s)' fitness for work, at the expense of the Authority.

E. Sick leave with pay shall not be allowed under the following conditions:

1. When, in the opinion of the Authority's designated physician, the disability or illness is not of a sufficient severity to justify the employee's absence from duty subject to the provision of Paragraph "E" of this Agreement;
2. When an employee does not report to the Authority's physician after being requested to do so.

F. The recommendation of the Authority's designated physician, as well as those of the attending physician, as to the justification for the absence from duty on account of disability or of the fitness of the employee to return to duty, shall be considered by the Executive Director in determining whether or not to reinstate the employee in question. The Executive Director reserves the right in such cases where there is a difference of professional opinion between the Authority's physician and the employee's personal physician to require the employee to submit to an examination by a third doctor, at the expense of the Authority.

G. In charging the employee with a sick leave absence, the smallest unit to be considered is one-half of a work day.

H. If the employee is absent from work for reasons that entitle him to a sick day, the Executive Director or his designee shall be notified as early as possible, but no later than one-half hour prior to the start of the scheduled work shift from which the employee is absent. Failure to so notify the Executive Director or his designee may be cause for denial of a sick pay for that absence. An employee who is absent for two (2) consecutive days or more and does not notify the Executive Director or designee of either of the first two (2) days shall be subject to disciplinary action.

I. An employee who is absent for a period of five (5) consecutive working days and does not notify the Executive Director or his designee shall be determined to have abandoned his position and shall be considered terminated.

J. Cumulative Sick Leave

All sick time shall be cumulative from year to year. Any sick time not used in the year earned will be credited to the employee for use at any future date.

K. Cumulative Sick Leave Buy-back

If an employee has accumulated sick time at the time he retires or at the time LSA lays him off due to force reduction; then LSA shall give the employee a lump sum payment for the accumulated sick time. The payment shall be two hours pay at the employees current pay rate for every half day accumulated sick time. However, under no circumstance shall that payment exceed \$5000.00.

If an employee quits LSA or is terminated for cause, all accumulated sick time is lost.

L. Employees, when sick, shall be responsible for notifying the Authority as to their place of confinement or any subsequent change in their place of confinement. If an employee is unable to report such confinement or change of confinement, a relative or other responsible person shall advise the Authority as to their place of confinement or any subsequent change in their place of confinement.

M. Abuse of sick time shall be cause for disciplinary action.

N. An employee under this Article shall not engage in any other employment activity, either with the Authority or with another employer while on sick leave. Any employee who is found to be engaged in employment with any other employer will be subject to

suspension of sick benefits and immediate termination.

O. If an employee with seven (7) years or more continuous service with the Authority shall be required to continue his absence, as defined in Section A of this Article, and the Authority designated physician's prognosis is that the employee will return to his regular duties within the time period granted, his sick leave may be extended by a decision of the Authority Board not to exceed three (3) months. Effective January 1, 1994, an employee shall be eligible for extended sick leave with five (5) years or more continuous service with the Authority.

An employee while on extended sick leave, in accordance with this section, may be paid at the rate of pay he received at the time of his illness or injury. Employees under extended sick leave shall not be eligible for any wage increase, personal day payment or vacation accrual which occurs during the period of extended sick/injury leave.

ARTICLE XIX

PERSONAL DAYS

A. All permanent full-time employees who have completed six (6) months of service are entitled to no more than three (3) personal days in a calendar year.

B. Application for personal days must be in writing and must contain the reasons for such leave and be submitted to the Executive Director or designee at least forty-eight (48) hours in advance. However, if an emergency should arise in which the necessity for a personal day occurs with less than forty-eight (48)

hours available notice, the Executive Director may grant such request so long as such request does not interfere with the normal and efficient operation of the Authority. Emergency shall be defined as the necessity to take time off for a non-recreational reason which would not have been foreseen by the employee within forty-eight (48) hours of its occurrence.

ARTICLE XX

BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of funeral, whichever the employee chooses, but in no event shall said leave exceed four (4) consecutive calendar days. The employee may extend the leave to a total maximum of ten (10) consecutive working days, as approved by the Executive Director. Said extension must consist of the use of personal and/or vacation leave. Verification of the event may be required by the Authority.

B. The immediate family shall be defined to include spouse, children, grandchildren, parent, sibling, in-laws of the employee and, subject to the approval of the Executive Director, any dependents of the employee actually residing in the employee's residence at the time of death.

C. An employee may make a request to the Executive Director or designee for time off to attend a funeral separate and distinct from that set under this Article. Such requests, if granted by

the Executive Director or designee, shall be charged to the employee as an unpaid day, or at the employee's choice, charged against personal or vacation leave.

ARTICLE XXI

LEAVE OF ABSENCE

A. Military Leave

1. Permanent employees who are called to active duty with the military or naval service in war time emergency shall be granted a leave of absence for a period of such service and one (1) week thereafter. In case of service connected illness which prevents the employee from returning to his employment, such leave may be extended until thirty-one (31) days after recovery, but not beyond the expiration of one (1) year after the employee's date of discharge.

2. An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily reenters the military service or who accepts a regular commission shall be considered as having abandoned his employment and therefore resigned.

3. An employee on probationary status who enters upon active duty with the armed forces or who enlists in a reserve component of the armed forces of the United States, or is otherwise required to perform an initial period of active duty for training, shall be recorded as having resigned his position.

4. A permanent full time employee who is a member of the National Guard or naval militia or a reserve component of any of

the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay less than the pay provided by the Armed Forces of the United States or the states of New Jersey or Pennsylvania, where applicable for such period as provided by law. The Authority further agrees to allow the necessary time for any employee in the reserves to perform the duties required when called without impairment of said employee's seniority rights.

B. Jury Duty

1. An employee who is called for jury duty shall be paid eight (8) hours straight time for scheduled working time lost, less juror's pay.
2. When an employee receives notice of jury duty, he shall immediately advise the Executive Director or his designee, who in turn shall notify the appropriate personnel so that the required deduction of juror's pay can be made from regular pay.
3. Any employee called for jury duty shall be required to return to work when not actively serving on a jury or when released prior to noon time.

C. An employee failing to return at the end of any leave in this Article Will be considered to have resigned as of the last day or work prior to the granting of the leave. No leave shall be extended unless such extension request is made in writing, supported by proper documentation, and approved by the Authority's

Board.

ARTICLE XXII

COVERALLS

The Authority shall issue one (1) pair of winter coveralls per employee prior to the winter season (1995-96). The Authority shall agree to replace the coveralls on an as-needed basis, with an employee entitled to no more than one (1) additional pair of coveralls per contract year for purpose of replacement only, after return of the damaged item and review of such by the Executive Director. Any individual who wishes to obtain replacement coveralls above and beyond the one (1) pair stated above shall pay the costs for such out of his/her own pocket.

ARTICLE XXIII

RECORD KEEPING

A. All employees are required to complete a time card when they arrive for work, when they begin and return from a meal period and when they complete work at the end of the day. The recording on the time card must be complete in pen or through the use of a time clock. Time cards must be signed by both the employee, supervisor, if applicable, and Executive Director and include the total number of hours actually worked each week. The employee's signature certifies that the "actual hours worked as shown are correct" and the other signatures indicate that the hours worked have been verified. If the employee(s) are required to punch a time clock, the employee and only the employee must punch the time

clock in accordance with the requirements of this Article.

B. All incidents of absence or tardiness must be explained on the time card in the space provided for this purpose. A time card will not be accepted as complete unless it accounts for all scheduled working days.

ARTICLE XXIV

PERFORMANCE APPRAISAL

The Authority shall continue to evaluate an employee's performance pursuant to conditions established by the Authority, at least on a semi-annual basis, in writing on a form generated by the Authority. Said evaluations shall be used in such instances as wage increases, discipline and promotions. If the employee refuses to sign the appraisal, the Authority shall acknowledge on the appraisal that the employee refused to sign. If an employee is unhappy with the merit increase received pursuant to the appraisal and its results, the employee may arbitrate the increase under the provisions of Article V. However, the employee, while arbitrating the decision of the Board, can only arbitrate the difference between the merit increase received by the aggrieved employee and the maximum merit increase available to any unit employee (which under this contract is a maximum of 2.0% increase).

ARTICLE XXV

SENIORITY, LAYOFF AND RECALL

A. The Authority shall establish and maintain a seniority list which contains the names and dates of employment of its

covered employees with the employee with the longest length of continuous and uninterrupted service to be placed on top of said seniority list. The names of all employees with shorter continuous service shall follow the name of such senior employee, in order, until the names of the employee with the shortest length of continuous service appears at the end of the list. The seniority of each employee shall date from the employee's date of last hiring with the Authority. A newly hired full-time employee shall be considered without seniority until becoming permanent, following the successful completion of the probationary period, as defined in Article VI.

B. Seniority will be given preference, if qualifications are equal, in any transfers, layoff or recall.

C. In the event of a reduction in the number of persons in a job classification or the abolishment of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay; and, secondly into a classification carrying a lesser rate of pay. However, no employee may bump into another classification of pay unless the employee is qualified to perform the duties of the position in question.

D. Notice of any impending layoff shall be served upon affected employee(s) and the Union no later than twenty-one (21) calendar days prior to such layoff becoming effective.

E. An employee's seniority shall cease under the following conditions:

1. Resignation or termination of the employee's

- employment for cause;
2. Failure of the employee to report to work no later than regular shift beginning on the seventh (7th) calendar day following the date of the receipt accompanying the notice mailed by certified mail to the employee's last known address as contained in the Authority's file; and/or,
 3. Layoff of the employee more than twelve (12) consecutive months.

ARTICLE XXVI

AGENCY SHOP AND DUES CHECK OFF

I. Agency Shop

A. Representation Fee

The Authority agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the City.

B. Computation of Fair Share Fee

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority

representative, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership fees, dues and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Authority.

C. Challenging Assessment Procedure

1. The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as set forth in N.J.S.A. 34:13A-5.6.
2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Authority pending final resolution of the challenge.

D. Deduction of Fee

No fee shall be deducted for any employee sooner than:

- a. Thirtieth (30th) day following the notice of the amount of the fair share fee;

- b. Satisfactory completion of a probationary period;
- c. The tenth (10) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

E. Payment of Fee

The Authority shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term for this Agreement.

F. Union Responsibility

The Union assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

- G. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon fair share information furnished by the Union or its representatives.

H. Dues Check Off

1. Payoff deduction for dues to the Union from members who are employees of the Authority covered by this Agreement shall be made by the Authority upon the submission to the Authority by the Union of notification from said employee authorizing the

deduction of dues from their pay. The appropriate Authority official shall forward said dues deductions to the Union at regular intervals. Employee shall have the Authority to withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the Authority. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.

2. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

- I. Dues and/or agency shop fees shall be remitted by the Authority to:

Local Treasurer, CWA Local 1032
900 Brunswick Avenue
Trenton, New Jersey 08638

ARTICLE XXVII

SUBSTANCE ABUSE POLICY

Substance Abuse Policy is hereby affixed, and made part of the Lambertville Sewerage Authority Union Contract.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of the Agreement to an employee is held contrary to the law, then such provision or application of such shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE XXIX

FULLY BARGAINED PROVISION

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

ARTICLE XXX

DURATION

The term of this Agreement shall be from July 1, 1995 to June 30, 1997. This Agreement shall continue in full force and effect from year to year thereafter until one party or the other gives

calendar days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have by their duly-authorized representatives set their hand and seals on this 23rd day of June 1995.

COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

LAMBERTVILLE SEWERAGE AUTHORITY

By: [Signature] 6/23/95
Richard Scheetz
Shop Steward

By: [Signature]
Eugene C. Lelis, Chairman

[Signature] 6/23/95
Paul Pologruto,
Staff Representative
CWA Local 1032

Attest:

[Signature]
Barbara Parsons,
Administrative Assistant

CWA National Representative

ATTEST:

SUBSTANCE ABUSE POLICY

MAY 1995

VII. SUBSTANCE ABUSE POLICY

A. Purpose

In order to comply with the federal Anti-Drug Act of 1988 and to maintain a drug-free work place, it is the policy of the Lambertville Sewerage Authority to provide a safe, healthful and productive work environment for all employees. To that end, the Lambertville Sewerage Authority will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform his functions for a particular job) which increases the potential for accidents, absenteeism, substandard performance and poor employee morale, or tends to undermine public confidence in the Lambertville Sewerage Authority work force.

This policy provides guidelines for the detection of alcohol and drug abuse. It also outlines the responsibilities of management and employees.

All employees covered by this policy should be aware that violations of the policy may result in disciplinary action, up to and including termination.

In recognition of the serious duties entrusted to the employees of the Lambertville Sewerage Authority, with knowledge that drugs and alcohol do hinder a person's ability to perform duties safely and effectively, the following policy regarding drug and alcohol abuse is hereby adopted by the Lambertville Sewerage Authority.

B. Policy

It is the policy of the Lambertville Sewerage Authority that employees shall not:

1. Report to work under the influence of alcohol or drugs;

2. While on duty or on call, use, possess, sell or provide drugs or alcohol to any other employee or to any other person;
3. Have their ability to work impaired as a result of the use of alcohol or drugs.

While the use of medically prescribed medications and drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking medications or drugs which may interfere with the safe and effective performance of duties or operation of Lambertville Sewerage Authority equipment can result in disciplinary action, up to and including discharge. In the event there is a question regarding an employee's ability to safely and effectively perform duties while using such medications or drugs, clearance from the Lambertville Sewerage Authority physician will be required.

Refusal to submit immediately to an alcohol and/or drug analysis when required to do so, for cause, by a superior will be deemed insubordination which in itself will constitute a basis for disciplinary action.

C. Application

1. Personnel
 - a. All civilian employees of the Lambertville Sewerage Authority
2. Substances
 - a. Alcohol;
 - b. Illegal drugs;
 - c. Legal drugs and other substances which may impair an employee's ability to safely and effectively perform the functions of the particular job.

D. Employee Responsibilities

1. An employee of the Lambertville Sewerage Authority must:
 - a. Not report to work while his/her ability to perform job duties are impaired due to alcohol or

prescription/non prescription drug use;

- b. Not use, possess, sell or provide drugs or alcohol to others, while on duty, during lunch or on Lambertville Sewerage Authority property;
- c. Submit immediately to a request for alcohol and/or drug analysis when requested to do so, for cause, by a superior;
- d. Provide, within twenty-four (24) hours of request, a current valid prescription for any drug or medication identified when a drug screen/analysis is positive. The prescription must be in the employee's name.

E. Management Responsibilities and Guidelines

1. Department heads and supervisors are responsible for consistent enforcement of this policy. Any manager or supervisor who knowingly permits a violation of this policy by employees under his/her direct supervision shall be subject to disciplinary action.
2. Department heads and supervisors shall request that an employee submit to a drug and/or alcohol analysis when the department head or supervisor has a reasonable suspicion that an employee is under the influence of alcohol or drugs. "Reasonable suspicion" means a belief based on objective facts sufficient to lead a reasonably prudent manager/supervisor to suspect that an employee is under influence of alcohol or drugs.
3. The following factors, either alone or in combination, may constitute reasonable suspicion that an employee may be under the influence of alcohol or drugs:
 - a. Slurred speech;
 - b. Odor of alcohol or drugs on breath;
 - c. Inability to walk a straight line or maintain balance;
 - d. An accident involving LSA property together with one or more of the

- other criteria here listed;
- e. Physical or verbal altercation together with one or more of the other criteria here listed;
 - f. Behavior which is so unusual that it warrants summoning a supervisor or any one else with authority;
 - g. Possession of alcohol or drugs;
 - h. Absenteeism together with one or more of the other criteria here listed.
4. Any department head or supervisor requesting an employee to submit to a drug and/or alcohol analysis should immediately notify the Executive Director or his designee to meet him/her to observe the employee's behavior. If the administrator concurs that there is a reasonable suspicion that the employee is under the influence of alcohol or drugs, then the following procedure shall immediately be applied:
- a. An employee reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be instructed to wait for a reasonable amount of time until an authorized LSA representative can transport the employee from the worksite.
 - b. Any department head or supervisor requesting that an employee submit to a drug and/or alcohol analysis shall be responsible for the employee's transport to the Phillips Barber Health Center where a drug and/or alcohol test will be requested.
 - c. The department head or supervisor should document in writing the facts supporting a reasonable suspicion that the employee in question is under the influence of alcohol or drugs. A copy of such written documentation, along with a signed authorization form by the

employee, shall accompany the employee to the Phillips Barber Health Center.

- d. Any department head or supervisor encountering an employee who refuses to submit to a drug and/or alcohol test upon request shall remind the employee of the requirements and consequences of this policy. An employee who refuses to take a drug and/or alcohol test shall not be forced to submit to such testing. Refusal should be in writing and witnessed by a supervisor and one additional employee. The department head or supervisor should ask the employee to wait a reasonable amount of time until an authorized LSA representative can transport the employee home.
- e. Department heads and supervisors shall not physically search employees. However, the search of an employee's locker, desk or office is permitted with probable cause.
- f. Department heads and supervisors shall notify the Lambertville Police Department when they have a reasonable suspicion that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by LSA.
- g. In the event that the Phillips Barber Health Center is closed at the time testing is requested, the employee shall be brought to the Hunterdon Medical Center emergency room for testing and/or urinalysis, as recommended by the authorized supervisor, and shall consent to disclosure of the results to the employee's department head. The hospital or Phillips Barber Health Center shall be responsible for

maintaining the appropriate chain of custody forms and for utilizing a medically acceptable reliable testing procedure.

F. Drug and/or Alcohol Test Procedures

When an individual is to be referred to the Phillips Barber Health Center for a drug and/or alcohol test, the following procedure shall be utilized:

1. A waiver should be signed giving permission to perform the test and authorization to release the results of the test to the LSA, before the employee arrives at the medical facility. The test procedure is explained to the individual and any other questions answered by the medical provider.
2. In the event that the individual refuses to sign the waiver, the fact shall be noted and the individual will be subject to appropriate disciplinary action for insubordination.
3. When testing for drugs other than alcohol, the medical provider is to present the individual with a special empty sterile container and the sanitary seal on the container is to be broken in front of the individual.
4. The individual is accompanied by a representative of the medical provider to a restroom to give a urine sample.
5. The individual then enters a restroom and produces the urine sample. In order to prevent tampering, the observer remains outside the restroom to listen for the normal sounds of urination, but the observer does not visually observe the act of urination.
6. The employee then leaves the restroom and presents the bottle containing the sample to the observer.
7. To ensure that a previously collected

sample has not been proffered, the observer shall reject an unusually hot or cold sample.

8. When testing for alcohol, a qualified medical provider will draw blood in a medically acceptable manner after having cleaned the skin area with a non-alcoholic antiseptic and with at least one witness present.
9. In the case of either a blood or urine sample, the observer places a tamper-proof seal on the bottle along with a label affixed to the bottle with the employee's name and date of the test. The individual is also asked to initial the label.
10. The observer signs a chain-of-custody form signifying that the procedures have been followed and then seals the sample in a bag, which is then delivered to the chosen laboratory.
11. The laboratory which receives the sample shall maintain both a tracking system and the chain-of-custody record.
12. If the confirmatory tests done are negative, the overall test is considered negative. The confirmatory test shall be done using gas-chromatography/mass spectrometry. A single test using gas-chromatography/mass spectrometry may be used without a screening test.
13. The positive test samples are retained and frozen by the laboratory for a period of six months so that an employee appealing an adverse disciplinary action has the opportunity to have the sample retested by a laboratory of his/her own choosing.
14. The laboratory forwards the results to the physician of record, who shall in turn forward the results of the test to the Administrator. In the

event the testing is done through a local hospital the local hospital shall forward such results to the Phillips Barber Health Center.

15. If a substance analysis is positive, the Administrator shall conduct an investigation to gather all facts. The decision to discipline will be carried out in conformance with the Lambertville Sewerage Authority disciplinary procedures.
16. A positive test result from a substance abuse analysis will result in counseling and/or disciplinary action.

G. Confidentiality

Laboratory reports or test results shall appear in an employee's confidential medical file. The reports or test results may be disclosed to the Administrator on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without employee consent, may also occur when:

1. The information is compelled by law or by judicial or administrative process;
2. The information has been placed at issue in a formal dispute between Lambertville Sewerage Authority and the employee;
3. The information is to be used in administering an employee benefit plan;
4. The information is needed by medical personnel for the diagnosis or treatment of an employee who is unable to authorize disclosure;
5. A supervisor or department head will automatically refer an employee to the Confidential Advisory Service based upon reasonable suspicion.

H. Severability

The provisions of this policy are severable and if any of its provisions shall be held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the decision of such court shall not affect or impair the remaining provisions.

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