

AGREEMENT

Between

CITY OF PLAINFIELD

and

TEAMSTERS UNION LOCAL 102
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

JANUARY 1, 1995 - DECEMBER 31, 1997

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PREAMBLE

This Agreement entered into the day and year set opposite the signatures of the parties, by and between the City of Plainfield, a municipal corporation of the State of New Jersey, hereinafter called the "City," and Teamsters Union Local 102, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union."

WITNESSETH

WHEREAS, the City and the Union recognize and declare that providing quality service to the public is their mutual aim; and

WHEREAS, the City Council and the City Administration retain the basic decision-making powers over fiscal management questions, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those municipal employees working in the Recreation, Police and Public Works Divisions who are members of the Union and to provide orderly and peaceful procedures for presenting employee grievances and proposals and to protect the rights of the public in the City of Plainfield.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement; and

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

The City hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for employees of the maintenance force of the Recreation and Police Divisions and those of the Public Works Division, including clerical employees, that perform in the following classifications: Assistant Supervisor Public Works; Building Maintenance Worker; Clerk Transcriber; Equipment Operator; Mechanic; Mechanic's Helper; Motor Broom Driver; Parking Enforcement Officer; Parking Meter Supervisor; Public Works Repairer; Public Works Trainee; Recreation Maintenance Worker; Secretarial Assistant Typing; Senior Building Maintenance Worker; Senior Clerk Typist; Senior Public Works Repairer; Senior Recreation Maintenance Worker; Senior Road Repairer; Senior Sewer Maintenance Worker; Sewer Maintenance Worker; Supervising Mechanic; Supervisor Building Service; Supervisor Streets; Supervisor Trees; Supervisor Public Works; Supervisor Recreation Maintenance; Supervisor Sanitation; Senior Tree Climber; Tree Climber; General Supervisor Public Works; Senior Sign Designer Processor and Letter; Sign Designer Processor and Letter; Cashier; and, Senior Clerk Transcriber.

ARTICLE II

NEGOTIATION PROCEDURE

2-1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq., as amended in good faith efforts to reach agreement on all matters concerning the terms and conditions of employment.

2-2. Neither party in any negotiations shall have any control of the negotiating representatives of the other party.

2-3. Continuing review of this Agreement.

Representatives of the City and Union negotiating committee shall meet at least once each month, unless waived by both parties, for the purpose of reviewing the administration of this Agreement, and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.

2-4. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any negotiated benefit reduced to writing and existing prior to its effective date. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and

discuss proposals on any subject which is (or may not be) subject to collective bargaining. Any prior commitment or agreement between the City and the Union or any individual employee covered by this Agreement is hereby superseded.

2-5. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matters whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

2-6. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

AGENCY SHOP

3-1. Any employee, covered by this Agreement, who does not join the Union within thirty (30) days of the effective date of this Agreement, any new employee, covered by this Agreement, who does not join within thirty (30) days of initial employment and any employee, previously employed in a unit covered by this Agreement, who does not join within ten (10) days of reentry into employment shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the

regular Union membership dues, fees and assessments as certified to the City by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fees shall continue beyond the termination of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the City.

3-2. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the City and the Union and consistent with applicable law) the City agrees to deduct membership dues (and initiation fees where applicable), in such amount as shall be fixed pursuant to the Bylaws and Constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The City shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Union.

3-3. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the City written notice thirty (30) days prior to the effective date of such change.

3-4. The Union will provide the necessary "check-off authorization" form and the Union will secure signatures of its members on the forms and deliver the signed forms to the City.

3-5. The Union shall indemnify, defend and save the City

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 City in reliance upon information and/or action submitted in writing by the Union to the City.

ARTICLE IV

GRIEVANCE PROCEDURE

4-1. Grievance Definition.

A grievance, as used herein, is a claimed breach, misinterpretation or improper application of the terms of this Agreement.

4-2. Statement of Policy and Purpose.

It is the policy of the City that every employee at all times be treated fairly, courteously and with respect. Conversely, each employee is expected to accord the same treatment to his associates, supervisors and to the public. To this end, the following procedure is intended to provide an exclusive vehicle for the prompt and equitable settlement of employee grievances.

No grievance settlement reached under the terms of this Agreement shall add to, subtract from or modify any terms of this Agreement.

4-3. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, with the exception of major disciplinary action and other matters which are cognizable under the New Jersey Civil Service law and

the rules and regulations promulgated by the New Jersey Department of Personnel. The steps of the grievance procedure shall be followed in their entirety unless waived in writing by mutual consent:

Step One: Immediate Supervisor

A grievance, as defined herein, shall first be presented informally (verbally) to an employee's immediate supervisor. A grievance must be submitted within seven (7) calendar days of the occurrence giving rise to the grievance or it shall be deemed waived. The supervisor shall attempt to arrange a mutually satisfactory solution of the grievance or advise the grievant in writing within ten (10) calendar days of his/her inability to do so.

Step Two: Division Head

If the grievance is not settled at Step One, the grievant shall file a formal written grievance with the Division Head, with a copy being given to the Director of Personnel and the immediate supervisor to whom the grievance was first submitted, within ten (10) calendar days of the date the Step One answer was received or should have been received. A meeting shall be held between the Division Head, the grievant and the Union President (or his designee) to facilitate a satisfactory solution to the grievance. The Division Head shall provide a written answer to the grievance within ten (10) calendar days after receipt of the grievance.

Step Three: Department Head

If the grievance is not satisfactorily resolved at Step Two,

the grievant shall file the written grievance with the Department Head, with a copy being given to the Director of Personnel, within ten (10) calendar days of the date the Step Two answer was received or should have been received. The Department Head shall meet with the grievant and the Union President (or his designee) to facilitate a satisfactory resolution of the grievance. The Department Head shall file a written answer to the grievance within ten (10) calendar days of the receipt of the grievance.

Step Four: City Administrator

If the grievance is not satisfactorily resolved at Step Three, the grievant shall file the written grievance with the City Administrator, with a copy being given to the Director of Personnel, within ten (10) calendar days of the date the Step Three answer was received or should have been received. The City Administrator shall submit a written answer to the grievance within ten (10) calendar days after the grievance was received.

Step Five: Arbitration

If the grievance is not satisfactorily resolved at Step Four, the Union shall have the right within ten (10) calendar days of the date the Step Four answer was received or should have been received to make a written demand for arbitration to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey, with a copy of the demand being delivered to the City Administrator and Director of Personnel. The written demand for arbitration shall set forth the specific nature of the dispute and specific provisions of the Agreement claimed to be violated. The selection

of an arbitrator as well as the conduct of the arbitration hearing shall be in accordance with the rules and regulations of the New Jersey State Board of Mediation then in effect.

The cost for the services of the arbitrator shall be borne equally by the parties. Any other expenses, including, but not limited to, the presentation of witnesses and attorneys fees, shall be paid by the party incurring same.

The arbitrator so selected shall hear the dispute at a mutually agreeable date, time and place. The decision of the arbitrator shall be final and binding and shall be in writing setting forth findings of fact, reasons and conclusions on the issue submitted. No one arbitrator shall have more than one grievance submitted to him/her, and under consideration by him/her at any one time unless the parties otherwise agree in writing. A grievance shall be deemed under the consideration by an arbitrator until he/she has rendered a written decision which shall be done within thirty (30) days from the close of the hearing.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall have no right or power to alter or modify the terms of this Agreement or to impose upon the City any obligation or liability not expressly assumed by the City under the provisions of this Agreement; nor may the arbitrator deprive the City of any right reserved, expressed or implied, by it for its benefit hereunder.

4-4. Time Limitations

The time limits specified in the foregoing grievance procedure

shall be construed as maximum and shall be strictly adhered to. The time limits may be extended upon mutual written agreement signed by a representative of the City and a representative of the Union. Failure by the City to respond shall be deemed to be a denial of the grievance and shall permit the employee or the Union, as the case may be, to proceed to the next step in the grievance procedure. If the grievant does not adhere to the time limit specified in any step of the grievance procedure, the disposition of the grievance at the last preceding step shall be deemed to be conclusive.

4-5. Written grievances shall be presented on the form prepared by the City. An employee grievance must be signed by the employee. An employee grievant shall have the right to be represented by a Union representative through the steps of the grievance procedure.

4-6. All papers and documents relating to a grievance and its disposition will be placed in the employee's personnel file. Notification of all actions taken concerning the grievance shall be transmitted in writing to the employee.

4-7. Pending the completion of the grievance procedure, neither the Union nor the employee shall make public the proceedings in process by press releases, public interviews or the like.

ARTICLE V

EMPLOYEES' RIGHTS AND RESPONSIBILITIES

5-1. Employees' rights and responsibilities shall be in

accordance with Chapter 11 of the Municipal Code of the City of Plainfield. The City agrees to provide specific Rules and Regulations for those employees in the Public Works, Recreation and Police Divisions.

ARTICLE VI

CITY'S RIGHTS AND PRIVILEGES

6-1. Management Responsibilities.

It is recognized that the management of the City Government, the control of its properties and the maintenance of order and safety, is solely a responsibility of the City. Accordingly, the City hereby retains and reserves unto itself, without limitation, all rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees.
2. The selection and direction of the work forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer.

The exercise of the foregoing powers, rights authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices, in furtherance thereof, and the use of

judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States and the ordinances of the City of Plainfield.

The City shall have the right to take action to comply with the mandatory requirements of federal and state laws and regulations. Prior to taking such action, the City will negotiate with the Union over any mandatory subject of bargaining.

Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A and 11 or any other national, state, county or local laws or ordinances.

6-2. Maintenance of Operations.

The Union covenants and agrees that during the term of the Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of an employee from his or her duties of employment), work stoppage, slowdown, walkout or other mass absenteeism against the City. The Union agrees that such action would constitute a material breach of the Agreement.

In the event of a strike, slowdown, walkout or organized mass absenteeism, it is covenanted and agreed that participation in any such activity by any employee represented by the Union shall be deemed grounds for disciplinary action including possible

termination of employment of such employee or employees.

Nothing contained in this Agreement pursuant to Article 6-2 shall be construed to limit or restrict the City 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 damage, or both, in the event of such breach by the Union or its members.

ARTICLE VII

SALARIES

7-1. The salary guides for employees covered by this Agreement are set forth in Attachments A, B, and C annexed hereto. Effective January 1, 1995, employees covered by this Agreement shall receive a two percent (2%) across-the-board increase exclusive of any applicable increment. Effective January 1, 1996, employees covered by this Agreement shall receive a three percent (3%) across-the-board increase exclusive of any applicable increment. Effective January 1, 1997, employees covered by this Agreement shall receive a three percent (3%) across-the-board increase exclusive of any applicable increment.

7-2. Overtime.

1. Employees shall be compensated for overtime work when such compensation has been authorized by the Department Director.
2. Overtime compensation shall be computed at an hourly rate equal to one and one-half (1 1/2) times the equivalent regular hourly rate of the employee.

3. Whenever an employee is required to work the seventh day in the normally prescribed work week or on holidays, authorized overtime compensation shall be computed at an hourly rate equal to two (2) times the equivalent regular hourly rate of the employee.
4. In all instances, overtime compensation shall commence only after the employee has worked the normal number of hours in any one work day or of his normally prescribed work week. Holiday, vacation days and authorized sick days shall be counted toward the normal work week and as consecutive work days.
5. At the discretion of the Department Director, compensatory leave may be given in lieu of overtime. Compensatory leave, when granted, must be scheduled and used within 90 days from the time earned, unless otherwise requested by the employee and approved by the Department Head. Compensatory leave shall be granted on the same basis as overtime compensation as set forth above.

7-3. Emergency Call-In.

When it becomes necessary for personnel eligible for overtime to be called out on an emergency call, such personnel will be credited with a minimum of two hours time at the appropriate overtime rates.

ARTICLE VIII

LONGEVITY

8-1. For employees hired prior to January 1, 1994, the City shall pay longevity, subject to the conditions of Section 11:4-1 of the Municipal Code, to all employees having completed the following years of service:

10 years of service -	\$ 500.00
15 years of service -	\$ 900.00
20 years of service -	\$1,200.00
25 years of service -	\$1,500.00

8-2. Longevity pay shall be paid for the full calendar year only and shall be paid to such employees who will qualify for longevity pay through years of service on or before June 30th of the calendar year. Employees hired after June 30th, the base year will become effective the following full calendar year.

8-3. In addition, the City agrees to the following exception: Any full-time employee who was a full-time employee on or before July 1, 1976 is eligible, under the constraints of Section 8-2 of this Agreement and the provisions of Section 11:4-1 of the Municipal Code, to receive his or her first longevity payment after eight (8) years of service.

8-4. Employees hired on or after January 1, 1994 and who are subject to this Agreement shall have no right or entitlement to any longevity pay.

ARTICLE IX

INSURANCE PROTECTION

9-1. The City shall pay the entire cost of the Traditional Plan (hospitalization coverage administered by Blue Cross and Blue Shield of New Jersey, Inc. and medical/surgical and major medical coverage administered by the Prudential Insurance Company of America, for all employees and their eligible dependents covered by this Agreement. For those employees choosing to participate in the New Jersey Plus Plan (hospitalization, medical, surgical and major medical coverage administered by the Prudential Insurance Company of America) or the various Health Maintenance Organization Plans (hospitalization, medical, surgical and major medical coverage administered by group practice or individual practice health insurance carriers) options instead of the Traditional Plan, the City's financial obligation shall be no higher than the cost of the corresponding Traditional Plan.

9-2. The City further agrees to provide a long term disability plan at no cost to employees who have less than ten (10) years in the Public Employees Retirement System. Such plan shall provide, when combined with other existing benefits, at least fifty (50%) percent of the employee's salary. However, such plan will not become effective until such time as the employee has exhausted all of his or her sick leave, vacation, workmen's compensation benefits and the one hundred and eighty (180) day waiting period, whichever coverage lasts the longest.

In the event an employee exhausts his or her accumulated sick

and vacation leave prior to the expiration of the one hundred and eighty (180) day waiting period, the City agrees to pay fifty (50%) percent of the employee's salary up to the expiration of the one hundred and eighty (180) day waiting period. Such payment of fifty (50%) percent of salary will be provided following a determination by the City Physician that the employee's illness or injury is of sufficient quality and duration that it could qualify the employee for long-term disability coverage. An employee dissatisfied with the opinion of the City Physician may appeal his determination to the City Administrator on the basis of another medical opinion.

9-3. The City may allow, with the approval of the City Administrator, employees who experience a lengthy off-duty illness or injury to borrow up to two (2) years future sick and vacation time upon exhaustion of accumulated sick and vacation time. To be eligible, the employee must have at least one (1) year of service and accept the obligation to pay back the time during future service. This obligation shall be accepted in writing if approval is granted by the City Administrator.

9-4. The City agrees at its sole expense to continue health insurance coverage for employee, spouse and eligible dependents for those employees whose retirement is based upon twenty-five (25) years or more of credited service in their pension system (except those who elect a deferred retirement) or a disability retirement regardless of years of service. Said health insurance coverage shall be the same coverage as provided to City employees.

9-5. If negotiations with other bargaining units results in

changes in health coverage, the parties to this Agreement agree to immediately reopen this Agreement for the purpose of negotiating similar changes to the insurance coverage set forth in this Article.

ARTICLE X

VACATION AND HOLIDAYS

10-1. Vacations.

1. All full-time employees covered by this Agreement shall earn vacation on the basis of the following schedule:

1 - 5 years of service -- 13 working days vacation during each year of service;

6 - 10 years of service -- 16 working days vacation during each year of service;

11 - 15 years of service -- 19 working days vacation during each year of service;

16 - 20 years of service -- 22 working days vacation during each year of service;

21 years of service and over -- 26 working days vacation during each year of service.

2. For purposes of computing years of service for vacation leave, any one whose date of employment falls between January 1 through September 30 inclusive, is entitled to count that period as a year of service. Vacation shall be computed on a calendar year basis, that is, January 1 to December 31.

3. New full-time employee shall be entitled to one working day of vacation leave for each month during the first calendar year of service. A person employed before the 15th of the month shall be considered to have been employed for the entire

month. Employees shall not be eligible to take earned vacation leave unless they have been employed for six consecutive months.

4. Permanent part-time employees are eligible for vacation leave on a prorated basis. Temporary, part time and seasonal employees shall not be eligible for vacation leave.

5. The vacation allowance must be taken during the current calendar year in which it is earned, unless special permission is given by the City to carry it over.

6. Vacation schedules shall be established taking into account the desires of the employees and the needs of the City. When there is a conflict in the choice of vacation time among employees, job seniority shall prevail.

10-2. Holidays.

1. The City agrees to grant the following official holidays with pay to employees of the bargaining unit:

- a) New Year's Day
- b) Martin Luther King's Birthday
- c) Washington's Birthday
- d) Good Friday
- e) Memorial Day
- f) Independence Day
- g) Labor Day
- h) Columbus Day
- i) Veteran's Day
- j) Thanksgiving Day
- k) Friday after Thanksgiving Day

- 1) Half-Day Christmas Eve
- m) Half-Day New Year's Eve
- n) Christmas Day

2. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

3. In the event a holiday is observed while an employee is on paid vacation or paid sick leave, that day shall not be deducted from the employee's accumulated sick or vacation leave.

4. To be eligible to receive holiday pay, an employee must work the regularly scheduled work day before the holiday and the regularly scheduled work day after the holiday, unless he has been excused by his superior or unless his superior is satisfied that his absence was justified.

5. The Mayor, in his sole discretion, may direct an alternate day of observance of the aforementioned official holidays.

ARTICLE XI

SICK LEAVE

11-1. In the first calendar year of employment, employees shall be entitled to one (1) day of sick leave for each month of employment. In each year thereafter, employees earn fifteen (15) days per year.

11-2. All unused sick leave accumulated in 1982 or prior to 1982 will be paid out at retirement on the basis of one-third (1/3)

per full day accumulated or upon separation in good standing one-fourth (1/4) day per full day accumulated at salary rates earned in 1982. In subsequent years, accumulated time shall be paid at the salary rate earned during the year in which it is accumulated on the basis of one-third (1/3) day per full day accumulated upon retirement and one-fourth (1/4) day per full day accumulated upon separation. When current or accumulated time is used for illness, they are paid at current rates. They shall be used on a first in, first out basis.

11-3. Employees may take up to forty-four (44) work days leave of absence with pay just prior to retirement and have such time charged off to their accumulated sick days with the remaining number of accumulated sick days paid out at the time of retirement on a one (1) for three (3) basis as is present practice. A letter of commitment to retire must be given in advance of this leave of absence.

11-4. Effective January 1, 1986, each employee may convert each year up to three (3) sick days into personal days. Personal days not used during the calendar year will be converted back into accumulated sick leave days effective the next following calendar year. Except in cases of emergencies, employees must notify their supervisor at least twenty-four (24) hours advance notice in order to be eligible to take a personal day. In case of emergencies, employees must notify their supervisor as soon as possible.

11-5. Effective January 1, 1995, payment of accumulated sick leave under the provisions of this Article shall be capped in the

amount of \$15,000, regardless of the number of such days accumulated. The forty-four (44) work days leave of absence set forth in section 11-3 above shall be excluded from the cap herein.

ARTICLE XII

UNIFORMS

12-1. The City shall furnish two (2) pairs of safety shoes as needed to each member each year.

12-2. The City shall supply gloves to members as needed up to a maximum of four (4) pairs per year.

12-3. The City shall supply rental uniforms to members each year, which will include an overcoat. Those employees of the Sewer and Sanitation units will be provided an extra set of uniforms.

ARTICLE XIII

WORK WEEK

13-1. Standard work hours for the regular work force shall be 7:00 a.m. to 3:30 p.m., provided that during winter months there are no complaints or other operating problems as a result of earlier work hours. An unpaid lunch shall be observed from 11:30 a.m. to 12:00 noon.

There shall be a paid fifteen (15) minute rest period during the morning hours and another paid fifteen (15) minute rest period during the afternoon hours.

13-2. Standard work hours for the sanitation work force shall be 5:00 a.m. to 1:00 p.m., with two (2) paid fifteen (15) minute

rest periods. There shall be no entitlement to a lunch period.

13-3. Standard work hours for the building maintenance work force shall be 4:00 p.m. to 12:00 a.m., with an option of either a one (1) hour paid lunch or two (2) paid fifteen (15) minute rest periods with a unpaid thirty (30) minute lunch period.

13-4. The City, in its sole discretion, may establish a winter shift with work hours from 3:30 p.m. to 12:00 a.m., with two (2) fifteen (15) minute rest periods and an unpaid thirty (30) minute lunch period. This shift may be implemented for the period November 1 through March 31 of each year (or any portion thereof) and, if implemented, shall remain in effect for the entire period, unless terminated sooner by the City. If the City terminates the shift prior to March 31 of a given year, it may not thereafter reinstitute the shift for that year.

Shift Differential: Employees assigned to the winter shift shall be paid an additional fifty cents (\$.50) per hour above their regular base compensation during the period they work the winter shift.

Selection: The City will assign employees to the winter shift utilizing the following procedure. First, it shall request volunteers beginning with the most senior employee on the seniority list. A more senior employee shall be selected over a less senior employee, provided the more senior employee has the proven skill and ability to perform the work which shall be determined in the sole discretion of the City. If an insufficient number of employees volunteer for the winter shift, the City shall then

assign employees to the shift, starting with the least senior employee, provided the employee has the proven skill and ability to perform the work which shall be determined in the sole discretion of the City.

Notice: The City shall provide written notice to the Union and to employees who are selected for the winter shift two (2) weeks prior to the implementation of the shift in any given year. The City will endeavor to give reasonable advance written notice to the Union and employees should it discontinue the winter shift prior to March 31 of any given year.

13-3. When an employee is requested to work twelve (12) or more consecutive hours, he shall be granted a second period of one-half (1/2) hour duration at no loss of pay, and he shall be granted an additional one-half (1/2) hour lunch period for each five (5) consecutive hours over the above mentioned twelve (12) consecutive hours at no loss of pay.

ARTICLE XIV

MISCELLANEOUS

14-1. This Agreement constitutes City policy for the terms of said Agreement, and the City shall carry out the commitments contained herein and give full force and effect as City policy.

14-2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law,

but all other provisions or applications shall continue in full force and effect.

14-3. The City and Union agree that there shall be no discrimination and that all practices, procedures and policies of the City system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, marital status or sex.

14-4. Copies of this Agreement together with copies of the City Personnel Ordinance, shall be available for review to members of the Union.

14-5. If there is any conflict between the terms of this Agreement and any ordinance hereafter enacted, the terms of this Agreement shall prevail unless modified in writing by the parties hereto.

14-6. Any member working twenty (20) hours or more in the course of any one work week in a higher classification shall receive the rate of pay of the higher classification. The rate of pay to be received will be determined by use of the promotional formula. The employee in such a situation will be paid at the higher rate of pay for all hours actually worked in that classification, provided that the individual is qualified to perform the duties of such classification and provided further that the individual is authorized to perform the duties of the higher classification by his or her Department Director. This shall not apply to those employees who are considered Public Works Trainees.

In cases where Trainees are assigned to perform a particular higher function for one month or more, they shall be paid at the higher classification for the entire month.

14-7. The City agrees that it will continue the current practice of assigning employees to snowplowing during night hours of darkness. Further, the City agrees to pay \$2.50 meal money to each Teamster employee who works two (2) hours over the normal shift in performing snow removal duties. Said employees will receive \$2.50 for each additional two (2) hours worked over the normal shift as long as such hours are in consecutive order.

14-8. The City agrees to allow the Union to establish a Credit Union of their choice. Upon receiving written authorization from an employee covered by this Agreement (in a form agreed upon between the City and the Union), the City agrees to deduct on a bi-monthly basis an amount that shall be determined by the Credit Union. The City shall once per month remit any and all amounts so deducted. The Union will provide the necessary authorization forms and deliver the signed forms to the Personnel Director or his/her designee. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the City in reliance upon salary deduction authorizations submitted by the Union to the City.

14-9. Effective January 1, 1986, the City will provide a tax-sheltered annuity deduction system whereby each employee may deduct up to ten (10%) percent of gross salary and apply it to a tax-

sheltered annuity program to be designated by the City.

14-10. Drug Policy. Effective January 1, 1995, the parties agree to the Drug policy of the City which is annexed hereto as Attachment D as amended by the Memorandum on Implementation which is annexed hereto as Attachment E.

14-11. Worker's Compensation. All worker's compensation claims filed after the date of adoption of this Agreement by the Employer, whether for temporary or for permanent disability, shall be pursuant to and in such amounts as provided by the New Jersey Worker's Compensation Law.

14-12. The Employer shall provide such protective clothing and immunizations as required by law for all employees who risk exposure to blood born pathogens.

ARTICLE XV

BULLETIN BOARD

15-1. One bulletin board will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities, at each location where men assemble for work assignments. The City shall post job vacancies on the bulletin board as vacancies arise. Notices of said job vacancies will be sent to the Union shop steward.

ARTICLE XVI

FULLY BARGAINED AGREEMENT

16-1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiation. 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 at the time they negotiated or signed this Agreement.

16-2. If, during the term of this Agreement, the State of New Jersey, the Federal Government or any agency thereof mandates minimum benefits in any area, the parties agree to reopen negotiations to bargain over the effect and impact of such mandated benefits on the parties' Agreement.

ARTICLE XVII

DURATION OF AGREEMENT

17-1. This Agreement shall be effective as of January 1, 1995 and shall continue in effect through December 31, 1997, subject to the Union's and the City's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

TEAMSTERS LOCAL UNION NO. 102
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

ATTEST:

Paul Mendel

By: Jack Riley
Jack Riley, Secretary/Treasurer
Date: 6/27/96

ATTEST:

James P. [Signature]

CITY OF PLAINFIELD

By: [Signature]
Date: 7/2/96

PERCENTAGE:

0.020

ATTACHMENT A

1-01-95--12-31-95
City of Plainfield
TEAMSTER SALARY GUIDE

INCREMENT	1	2	3	4	5	6	7	8	9	10	11	
1	549	14907	15456	16606	16555	17104	17553	18203	18753	19302	19851	20400
2	572	15600	16172	16743	17315	17887	18458	19029	19602	20174	20745	21317
3	599	16295	16894	17493	18091	18690	19289	19888	20487	21086	21685	22284
4	628	17058	17685	18314	18941	19569	20196	20824	21451	22079	22706	23335
5	653	17873	18526	19179	19832	20485	21138	21792	22444	23097	23751	24403
6	687	18702	19388	20075	20762	21448	22134	22821	23508	24195	24881	25568
7	720	19583	20303	21023	21743	22464	23184	23904	24624	25344	26065	26785
8	754	20498	21252	22005	22759	23513	24267	25020	25773	26528	27281	28035
9	790	21475	22266	23056	23847	24637	25427	26218	27008	27799	28589	29379
10	829	22494	23323	24152	24980	25809	26638	27467	28295	29124	29953	30782
11	865	23563	24428	25293	26159	27025	27891	28755	29621	30487	31352	32218
12	907	24655	25561	26469	27376	28283	29190	30097	31004	31912	32818	33725
13	949	25855	26804	27753	28701	29650	30599	31546	32495	33444	34393	35341
14	997	27091	28088	29084	30080	31072	32074	33070	34067	35063	36060	37056
15	1040	28387	29427	30466	31506	32545	33584	34624	35663	36704	37743	38783
16	1091	29746	30836	31927	33017	34108	35198	36280	37361	38441	39522	40602
17	1142	31191	32333	33475	34616	35758	36899	38042	39184	40325	41467	42608
18	1193	32703	33896	35089	36281	37475	38668	39860	41053	42246	43440	44632
19	1255	34273	35522	36783	38038	39293	40549	41804	43059	44314	45570	46825
20	1317	35921	37237	38555	39873	41191	42509	43825	45143	46461	47777	49095
21	1381	37644	39025	40407	41789	43169	44551	45932	47314	48694	50076	51457
22	1445	39484	40929	42373	43819	45264	46710	48155	49600	51045	52491	53936
23	1519	41395	42914	44433	45951	47470	48988	50507	52026	53544	55064	56582
24	1595	43399	44995	46590	48185	49781	51376	52971	54567	56162	57757	59353
25	1667	45533	47200	48867	50534	52202	53868	55536	57202	58870	60538	62204
26	1742	47743	49490	51237	52983	54732	56478	58225	59972	61719	63466	65212
27	1836	50063	51899	53736	55573	57409	59245	61082	62918	64755	66592	68428
28	1924	52516	54440	56365	58289	60213	62138	64062	65986	67911	69835	71759
29	2022	55088	57109	59131	61152	63173	65196	67217	69239	71260	73283	75304
30	2112	57772	59903	62028	64145	66262	68379	70498	72615	74732	76850	78968
31	2220	60647	62867	65087	67307	69526	71747	73966	76185	78405	80625	82844
32	2331	63616	65948	68280	70610	72942	75273	77605	79937	82268	84600	86930
33	2445	66733	69179	71623	74	76513	78957	81403	83848	86292	88737	91183

ATTACHMENT B

ENTER PERCENTAGE: 0.030
 PRIOR YEAR AMT 0.020
 1-1-96--12-31-96
 City of Plainfield
 TEAMSTER SALARY GUIDE

	INCREMENT	1	2	3	4	5	6	7	8	9	10
1	566	15354	15920	16486	17052	17618	18183	18749	19315	19881	20447
2	589	16068	16657	17245	17835	18424	19012	19601	20190	20779	21367
3	617	16784	17401	18017	18634	19251	19868	20485	21102	21718	22335
4	646	17570	18216	18863	19509	20156	20802	21449	22095	22742	23387
5	673	18409	19081	19755	20427	21100	21772	22446	23118	23790	24463
6	707	19263	19969	20677	21384	22092	22798	23506	24213	24921	25627
7	742	20170	20912	21654	22396	23138	23879	24621	25363	26105	26847
8	776	21113	21889	22665	23441	24217	24995	25771	26547	27324	28100
9	814	22120	22934	23748	24562	25376	26190	27004	27818	28633	29447
10	854	23169	24023	24876	25730	26583	27437	28291	29144	29998	30851
11	891	24270	25160	26052	26944	27836	28727	29618	30509	31401	32293
12	936	25394	26328	27263	28197	29131	30066	31000	31934	32869	33803
13	977	26631	27602	28585	29562	30540	31517	32493	33470	34447	35424
14	1026	27904	28931	29957	30983	32010	33036	34062	35089	36115	37142
15	1071	29239	30310	31380	32451	33521	34592	35663	36733	37805	38876
16	1123	30638	31762	32885	34008	35131	36254	37377	38502	39625	40749
17	1176	32127	33303	34479	35655	36830	38006	39183	40359	41535	42711
18	1229	33684	34913	36141	37370	38599	39828	41056	42285	43513	44743
19	1293	35301	36594	37887	39179	40472	41765	43058	44351	45644	46937
20	1357	36999	38356	39712	41069	42427	43784	45140	46497	47855	49211
21	1433	38773	40176	41619	43062	44504	45947	47390	48833	50276	51718
22	1489	40668	42157	43645	45133	46622	48111	49600	51088	52576	54065
23	1564	42637	44201	45766	47330	48894	50458	52023	53586	55150	56715
24	1643	44701	46345	47988	49630	51274	52917	54560	56204	57847	59489
25	1717	46899	48616	50333	52050	53768	55484	57202	58918	60636	62354
26	1799	49175	50974	52774	54573	56373	58173	59972	61771	63570	65370
27	1892	51565	53456	55348	57240	59131	61023	62914	64805	66698	68589
28	1982	54092	56074	58056	60038	62020	64002	65984	67966	69948	71930
29	2082	56740	58822	60904	62986	65068	67152	69234	71316	73398	75481
30	2181	59526	61707	63889	66069	68250	70431	72613	74793	76974	79155
31	2286	62467	64753	67040	69326	71612	73899	76185	78471	80758	83044
32	2401	65525	67926	70327	72728	75130	77532	79933	82335	84737	87138
33	2518	68735	71254	73775	76290	78809	81326	83845	86363	88881	91399

ATTACHMENT C

CITY OF PLAINFIELD
 TEAMSTERS SALARY GUIDE
 1-1-1997--12-31-97

ENTER PERCENTAGE	PRIOR YEAR	0.03	0.03
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An Ordinance to Amend and Supplement Chapter 11 Personnel, Article 5, Appointments: Competitive Examinations: Permanent Status: Section 11:5-4 Physical Examination; of the Municipal Code of the City of Plainfield, N.J. 1971.

MC-1993-2

BE IT ENACTED, by the Council of the City of Plainfield:

Chapter 11, Article 5, Section 11:5-4, Physical Examination, of the Municipal code of the City of Plainfield, New Jersey 1971 is hereby amended and supplemented.

Pursuant to the Drug-Free Workplace Act of 1998, the following policy is hereby established consistent with the laws applicable to the federal regulation which mandates a drug free workplace for all City employees. The City of Plainfield recognizes that the misuse and abuse of a controlled dangerous substance poses a serious threat in the workplace; and the use/abuse of a controlled dangerous substance by an employee or a prospective employee may have a detrimental impact on the safety of that employee, other employees and the liability of the City. The City of Plainfield understands it is obligated to provide a safe and hazard free work environment for all employees as well as the citizens of the community, as such Article 5, Section 11:5-4, Physical Examination of the Municipal Code is hereby amended and supplemented.

ADDITIONS are underlined.

Section 11:5-4(a) Pre-employment Physical Examination(s)

- (1) The City Administrator may require any job applicant to submit to a physical examination by a physician designated by the City.
- (2) At its discretion, the Appointing Authority may require psychological and psychiatric examinations by a psychologist or psychiatrist designated by the City Administrator. Such examinations are mandatory for uniform police and fire personnel.
- (3) All candidates for employment following an offer of employment shall be required to submit to a preemployment urinalysis/drug screening as part of the employment process. All advertisements and announcements shall clearly indicate that mandatory urinalysis/drug screening is a requirement for the position.
- (4) Should a candidate refuse to submit to the urinalysis/drug screening or is found to have a positive drug screening, he/she shall be disqualified for appointment to the position for which he/she is applying.

Section 11:5-4 (b) Post Employment Physical Examination(s)

- (1) Employees may be required to submit to an annual physical examination by a physician designated by the City. Such examination shall determine the employee's fit for duty status.
- (2) Urinalysis/drug screening shall be required as part of the employee annual physical examination.

(3) Urinalysis/drug screening shall be required for employees when there is reasonable individualized suspicion to believe that the employee is using a controlled dangerous substance as described by the present Plainfield Drug Policy, and as amended from time to time.

(4) Employees who are participating or who, since employment have participated in a drug rehabilitation program shall be required to submit to a urinalysis/drug screening for the purpose of confirming abstinence.

Section 11:5-4 (c) Conduct Prohibited and Consequences

(1) An employee who on City premises or while in the disposition of his/her duties, purchases, transfers, uses, comes under the influence of, traffics in, or possesses drugs, in violation of City policy, shall be subject to disciplinary measures including dismissal.

(2) An employee who is convicted in a court of law of the purchase, trafficking, transfer, use, being under the influence of, or possession of drugs shall be subject to disciplinary measures including dismissal.

This ordinance shall take effect fifteen (15) days after final passage, adoption, and publication, according to law.

FIRST READING

TUESDAY, FEBRUARY 16, 1993

SECOND READING & FINAL PASSAGE

ADOPTED BY THE COUNCIL

APPROVED BY THE MAYOR

ATTESTED BY THE CITY CLERK

DRUG POLICY

I. INTRODUCTION

This policy has been established in response to the national epidemic associated with the illicit use and illegal trafficking of drugs. It is intended to rationally foster efficient operations of the City and to establish a reasonable and uniform system by which the City will monitor its employees for performance problems which may be due to unauthorized drug use. This policy is further intended to preserve and protect the integrity of the City and its personnel; to guard against the harmful consequences to the public good occasioned by the unauthorized unlawful use of or illegal trafficking in drugs by city personnel, or contractors, to preserve and maintain a high degree of public confidence.

II. STATEMENT OF POLICY

This policy is written and promulgated to be used in conjunction with existing policies, rules and regulations governing the general conduct, duties and responsibilities of city personnel. Such policies, rules and regulations thus governing this Drug-Free Workplace Policy shall be in accordance with Plainfield Municipal Code, Article 5, Section 11:5-4, Physical Examination; (as amended) New Jersey Department of Personnel rules and regulations, as well as applicable federal/state statutes. The policy endeavors to acknowledge the rights of each employee as provided for under the constitution of the United States of America and the State of New Jersey.

As such, this Drug-Free Workplace Policy serves as the basis for the development and promulgation of uniform practices and procedures relative to the administration of a screening process to test and control for the unauthorized use of illicit drugs by employees of the City of Plainfield (hereafter referred to as the City). As a general rule, employees shall not possess or use ANY CONTROLLED DANGEROUS DRUG OR SUBSTANCE, unless prescribed by a licensed medical or dental practitioner) ANY ILLEGAL DRUG OR SUBSTANCE, OR ANY CONTROLLED DRUG OR SUBSTANCE ON THE JOB.

In accordance with the above referenced, the City is seeking to test for drugs which have a potential for abuse or have no medical use in treatment or for which there is no safe protocol for medical use. Therefore, it shall be the policy of the City to:

- a. Require urinalysis drug screening when there is, (based on performance) individualized reasonable suspicion to believe that an employee is using illegal drugs.
- b. Require all candidates to submit to urinalysis drug

screening as part of the physical examination process following an offer of employment.

- c. Require employees to submit to annual/periodic physical examinations to determine fitness for duty, and urinalysis drug screening shall be included.

III. APPLICATION

This policy shall apply to employment candidates and employees under the following conditions:

- a. All candidates for employment following a "bonafide" job offer.
- b. Employees who are required to take a "bonafide" annual/periodic physical examination.
- c. Employees whose behavior gives "reasonable cause" to believe that they are using illegal drugs.
- d. Employees, who since employment, have participated in a drug rehabilitation program.

IV. IMPLEMENTATION

Upon adoption of this policy the following procedures shall be implemented:

A. PRE-PLACEMENT/EMPLOYMENT (Applicants/Candidates)

- i. All announcements and advertisements for vacant positions shall clearly indicate that mandatory urinalysis/drug screening is a requirement for the position.
- ii. Following a bonafide job offer, candidate/s for employment will be requested to sign a release consenting to the sampling and testing of urine. This release will advise the candidate that a positive test result or confirmation of the presence of illegal drugs in the urine will serve as the basis for rejection for employment. Refusal to submit to urinalysis/drug screening shall also serve as the basis for rejection.
- iii. In addition to the above, such notification shall also serve to inform the candidate that a negative test result is a condition of employment at the time of hire, during the working test/probationary period and for the duration of his/her employment with the City.

B. POST PLACEMENT/EMPLOYMENT (Employees)

- i. Thirty days prior to the implementation of the Drug-Free Workplace Policy, employees will be notified that testing for illegal drug use will be conducted.

After this notification period, employees may voluntarily submit to a urinalysis test. However, such voluntary testing will not relieve the employee of all other requirements of this policy.

Any employee who voluntarily identifies him/herself as a user of illegal drugs (except Police Officers) will be directed to seek counseling and rehabilitation through the Employee Assistance Program as outlined in Sec. XIV of this policy. Police Officers will be directed to the Employee Assistance Program; however, such referral will not relieve the Police Officer of disciplinary action for the use of illegal drugs/substances.

- ii. Any employee who is taking prescribed medication or over the counter medication which impairs his/her ability to function effectively or safely must notify their supervisor (in writing) prior to the start of the work day. The name of the medication, its possible side effects and the name of the treating physician must be provided. Based on the information provided on the potential effects of the medication, the immediate supervisor may require the employee to go on sick leave until such time as written clearance to work by the prescribing physician is received or the City physician/designate can determine whether the employee is fit for duty. If an employee is taking the medication of his/her spouse or other family member, provisions as stated above shall apply.
- iii. At the discretion of the City Administrator/Designate, employees may be required to submit to an annual medical examination as a condition of employment. The annual medical examination will include urinalysis testing. In the case of uniform personnel, annual medical examinations, including urinalysis, will usually take place within 30 days following the date of the last annual physical exam, where required by the collective bargaining agreement.

The guidelines for medical examinations do not in any way prohibit or preclude the City from requiring more than one regularly scheduled and announced examination of employees to ensure that such employees are physically fit to perform their duties without risk of

Page 4 of Drug Policy

harm to themselves, other employees or the public.

V. TESTING FOR CAUSE

In circumstances where facts are sufficient to constitute a reasonable suspicion that a City employee is a user of any illegal drug/substance or narcotic drug substance, the City shall have the right to require the employee to submit without delay to a urinalysis test.

A. REASONABLE SUSPICION

Reasonable suspicion shall be based on information of observable objective facts and rational inferences which may be drawn from those facts. The following characteristics and/or facts may be used singularly or in combination to form or establish reasonable individualized suspicion, particularly when such acts or behavior reflect a change in the employee's "normal" pattern of behavior and adversely affects performance, productivity and/or the work environment.

1. Physical impairment or incapacitation (i.e. erratic/unusual conduct to include slurred speech, glassy eyes, unresponsiveness, unprovoked outburst/s.)
2. Excessive absenteeism.
3. Chronic lateness.
4. Deterioration of work habits; work place errors.
5. Reduced productivity.
6. Confidential information concerning illegal drug use from a reliable credible source. Based on this confidential source the City shall take precaution in confirming such allegations against an employee.
7. A positive urinalysis as a result of testing during a bonafide medical examination.
8. Admitted or discovered use/possession of drugs in the workplace.
9. Work related accident involving:
 - * Medical care
 - * Injury to others/property damage
 - * Apparent carelessness
10. Return from an unauthorized extended period of absence.

B. NOTIFICATION TO EMPLOYEE (Reasonable Suspicion)

In the event of reasonable suspicion the Division Head, shall inform the employee of those incident/s or actions which are inconsistent with his/her historical pattern of behavior, or those actions which adversely affect the employee's performance, productivity and/or the work environment. Under such conditions the supervisor shall adhere to standards of progressive discipline which includes; timely notification, documentation and corrective action recommendations.

C. REFUSAL TO SUBMIT

The refusal by an employee to submit to a urinalysis when so required, based on reasonable suspicion, shall serve as the basis for immediate suspension without pay, pending disciplinary action which may include termination.

D. PARTICIPATION IN A REHABILITATION PROGRAM

Employees who are currently enrolled in a drug rehabilitation program may be tested periodically to ensure abstinence from drug use. Similarly, employees who have participated in a drug rehabilitation program within the past 24 consecutive months may also be required to submit to follow up testing to ensure abstinence; such periodic testing may be conducted up to two years following satisfactory completion of a recognized treatment plan. Periodic testing is a mandatory requirement for continuation of employment or return from a leave of absence in which the basis for the leave was drug rehabilitation. [Employees will be required to sign a written agreement which states that return to drug use at any time for the duration of employment with the City shall be grounds for termination.] Similarly, should an employee test positively either during the rehabilitation program or upon completion of same, he/she will be subject to disciplinary action, including termination. This provision does not apply to Police personnel.

VI. ANNUAL/PERIODIC PHYSICAL EXAMINATION

Pursuant to the Plainfield Municipal Code Section 11:5-4 (c), Physical Examination (as amended), employees may be required to have an annual physical examination, inclusive of drug screening. Such physical examination shall serve as a condition of employment. Failure to submit to the physical examination in its entirety shall serve as the basis for disciplinary action, including termination.

Annual physical examinations are contingent on available funds and in accordance with the following provisions.

A. ANNUAL REQUIREMENT

Physical examinations shall be required no more than once in any twelve month period where there is no history or record of drug use. The physical exam shall include the following:

1. Review of the medical history furnished by the employee as reported on the medical examination form;
2. Urinalysis Drug Screening;
3. TB/Mantoux Screening;
4. Snellen eye screening;
5. Referral for electrocardiogram, chest x-ray or further laboratory studies if the clinical evaluation indicates the necessity.

B. CONFIRMATION

As a result of urinalysis, as part of the annual physical examination, the confirmation of the presence of illegal drugs in the urine will result in mandatory referral and enrollment in the City's Employee Assistance Program, specifically drug counseling. Failure to enroll or successfully complete the prescribed treatment plan shall serve as the basis for disciplinary action, including termination. Positive confirmation results of Police personnel will be grounds for termination.

VII. LABORATORY, COLLECTION AND TECHNICIAN REQUIREMENTS

A. LABORATORY REQUIREMENTS

All urine specimens collected for the purpose of screening for illegal use of drugs shall be taken in a separate, sanitary environment that will meet the full requirements of these specifications.

The laboratory shall be responsible for providing an appropriate collection site which shall meet with the City's approval. The collection site must be in Union County or an approved contiguous county. In instances where the collection site is other than the contract laboratory, such collection sites shall meet all requirements of the contract laboratory and under the auspices of the City Physician.

B. LABORATORY PERSONNEL

The City shall conduct a full review of the contract laboratory facilities, personnel and overall capacity to conform to all contract requirements. Within thirty (30) calendar days after the award of the contract, the contract laboratory will submit a complete resume or qualifications summary for each employee who

Page 7 of Drug Policy

could be called as a witness in any civil or administrative defense of the Drug Program.

If the City receives an unsuitable report on any contract laboratory employee, the laboratory shall be advised immediately that such employee cannot continue to work or be assigned to work under the contract.

Both the collection site and the laboratory must be made available for inspection at any time during the normal working hours.

C. SPECIMEN COLLECTION

Employees to be tested will be required to thoroughly wash their hands prior to urination, this is to prevent specimen compromise due to the possible presence of dried, test altering contaminants and or chemicals on the skin or under fingernails. Individuals unable to provide a specimen at the time of their arrival at the collection facility will be given the opportunity to remain in the area of the collection facility until normal closing hours.

The sample will be provided in a private, sanitary area at the approved collection site. Water to the sink will be turned off and water in the commode will be "colored" with a contaminant such as dye to protect against "accidental" dilution of samples, if applicable. Additionally, the specific gravity of the sample will be determined so that diluted samples can be detected by the laboratory. After providing the sample, the candidate will inform the laboratory technician/authorized personnel. In the presence of the candidate, the laboratory collecting technician/authorized personnel will pour the urine sample into a plastic laboratory bottle, cap the bottle and place a tamper proof seal over the cap. The candidate will "initial" a paper label on the bottle and "sign" a "Chain-of-Custody" form indicating that the urine sample is his/her's and the bottle was sealed in his/her presence. In the immediate reference, the individual's social security number will be used to ensure anonymity.

Before, during and after urination, laboratory/authorized personnel shall always maintain control of the urine specimen container. Immediately after collection, laboratory personnel shall make a cursory inspection of each specimen with particular attention to specimen temperature, color and possible signs of contaminants.

The seal for the bottle has a reprinted identifying number or bar code on the bottle, the Chain-of-Custody form, and in a log book maintained at the medical facility. This number is to be double checked to verify that it is written accurately. The laboratory technician/authorized personnel then certifies on the Chain of Custody form, that the date and urine sample collected was duly sealed and that the sample bottle bears the initials of the candidate. The sealed sample bottle will immediately be placed in

refrigeration where it shall remain until picked up by the laboratory courier. Additional conditions as stated in the individual collective bargaining agreement may apply.

D. TECHNICIAN/PHYSICIAN RESPONSIBILITIES

The technician with the designated laboratory facility or City Physician shall supervise all aspects of the urine specimen collection process. Such duties shall include and not be limited to the following:

1. To obtain the employee urine sample in the required amounts for testing purposes; to supervise the collection and sealing of the urine tamper proof sample containers;
2. To accurately match the code-identification of the employee with the sample and the containers, including the seals and any packaging of the sample containers;
3. To complete and execute the required legal documentation relative to the chain of custody including the appropriate identification and certification of medical or technical personnel who participated in obtaining the urine sample from the employee including the bonded courier, if so employed;
4. To properly maintain the anonymity of the employee with the medical or technical personnel conducting the urine sampling procedure;
5. To arrange, if necessary, for the transportation of specimen by designated bonded courier to the laboratory if located elsewhere;
6. To monitor all steps necessary for the purpose of maintaining absolute control and legal accountability from the initial notification of the employee to the final marking.
7. To secure a second urine sample or to ensure that a sufficient quantity of urine is voided to obtain a second/split sample. The second/split sample as requested by the employee or required per laboratory procedure shall be stored in the event of a future challenge. The same security and chain of custody procedures used on the first sample will be used on the second.
8. To secure the second/split urine sample in the designated refrigerated area. The stored second sample will be made accessible to the employee or his/her attorney at a private laboratory facility.

NOTE: SECOND SAMPLE TESTING. All costs associated with the testing and transportation of the second sample shall be borne by the employee. Copies of the second sample test results as well as

the test methods shall be made available to the City at the conclusion of testing procedures.

VIII. TEST SITES

Urine samples will be taken at a laboratory facility or other designated site approved by the City. This facility may or may not be affiliated with the testing laboratory or facility conducting the urinalysis process.

This facility must provide a clean and sanitary location for the collection of the urine sample and washing facilities. If other than the City physician, the contract laboratory must provide a knowledgeable qualified technician in the practice of urine collection. This technician will be responsible for obtaining urine samples in the required quantities from the employee or applicant. She/he will ensure that the urine sample is in the proper receptacles for purposes of laboratory urinalysis as well as arrange for marking, sealing, packaging, storage and delivery of specimens to the testing laboratory.

The urine sample will be given in private, under the general supervision of the physician or laboratory technician under the following circumstances:

- a) Physical examinations
- b) Reasonable suspicion
- c) Pre-employment

However, if there is reason to believe that the employee has tampered with a sample in the past or is likely to tamper with the sample being taken, other measures to protect the integrity of the sample will be taken. Other conditions as stated in the individual collective bargaining agreement may apply.

IX. TESTING PROCESS

The urine specimen testing process shall be conducted by a medical laboratory approved by the City, this laboratory shall be required to meet all conditions as stipulated.

The City Physician in consultation with City Administrator/Designate will determine the drugs for which the specimen is to be analyzed. The testing laboratory will report findings relative to these (8) eight specific substances which are most prevalent in use/abuse.

A. DRUGS TO BE TESTED

The following list of drugs will include:

Amphetamine

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Barbiturates
Benzodiazepines
Cannabinoid
Cocaine (Meta 3)
Methaqualone
Opiates
Phencyclidine

Positive or cutoff levels shall be in accordance with those set by the National Institute of Drug Abuse (N.I.D.A); accordingly, those screening/cutoff levels are as follows:

Drug	Screening/Cutoff (NG/ML)
Amphetamine	1000
Barbiturates	200
Benzodiazepines	300
Cannabinoid	50
Cocaine (Meta 3)	300
Methaqualone	750
Opiates	300
Phencyclidine	25

The above screening/cutoff levels do not apply to Police personnel. (See confirmation of Test Results, Section XI.) This list may be expanded to include other controlled dangerous substances, "designer" or illegal drugs. Expansion of this list is a management prerogative, consistent with collective bargaining management rights provisions and other applicable city, state policies.

B. INITIAL SCREENING

The initial screening for drugs will entail a creatinine or protein check. Should the creatinine/protein check fall below recognized/acceptable levels, the laboratory will then conduct the test for specific gravity. In this procedure, the urine to water content is examined. Should the specific gravity for the urine fall below its normal range (1.03-1.05) as compared to water (1.0), a PH (the measure of urine acidity) will be conducted.

C. DUAL TEST REQUIREMENT

To ensure optimum accuracy the test shall be drug specific. The initial test of the urine sample shall utilize a methodology which is different from the secondary confirmation test. The initial screening test is designed to detect the presence of drugs while the confirmation test, (e.g. Gas Liquid Chromatography Mass Spectrometry) which is the specific method, shall definitely detect the drugs present.

Immunoassay testing will be utilized to detect the presence of drugs. As new procedures are developed and proven to be more reliable and efficient, alternate methods of screening and/or confirmation testing may be adopted.

During the initial screening of urine specimens or which specimens are moved from the preliminary screening laboratory, only authorized personnel in the laboratory shall sign the chain-of-custody forms. Access to the laboratory shall be limited to authorized personnel only. The lab must be secured so that no person/s can enter unobserved and the lab shall not be left unattended at any time during the screening.

D. CONFIRMATION TESTING

Secondary confirmation tests for positive findings associated with those specific drugs selected for screening shall be confirmed by:

- (1) Gas Liquid Chromatography (GC) and
- (2) Mass Spectrometry (MS)

RESULTS

GC/MS confirmation results will appear on the report form as "CONFIRMED" or "NOT CONFIRMED". The "NOT CONFIRMED" results indicate that the GC/MS analysis did not find sufficient quantities of the compounds or that the positive preliminary results were due to some other chemically related or interfering substance.

CHAIN OF CUSTODY

Proper chain-of-custody controls shall always be in force during confirmation testing. Authorized confirmation technicians shall sign the chain of custody forms and be responsible for each urine specimen to be tested. The confirmation laboratory shall include sufficient safeguards to ensure that unauthorized personnel are prevented from gaining access to the laboratory.

SPECIMEN STORAGE/DISPOSAL

"CONFIRMED" specimens shall be returned to long term refrigerated storage for a period of 60 days; "NOT CONFIRMED" specimens shall be disposed of.

E. REPORTS (Written)

Results of the initial/confirmation test shall be submitted in writing to the City physician within (3) three calendar days from the day the laboratory receives same. Reports will be delivered in a sealed envelope by courier. Additional, on a request basis,

results may be obtained by fax; however, the fax machine must be in a secured location. The City physician/designate shall be responsible for informing the candidate/employee of positive result findings.

REPORTS (Monthly)

The contract laboratory shall provide the City with a monthly statistical summary of urinalysis testing; this summary shall be sent by registered mail within two weeks/(14) days after the end of the month. The summary shall contain the following information:

(a) PRELIMINARY SCREENING:

Number of specimens received:

Number of specimens screened positive for:

Amphetamine
Barbiturates
Benzodiazepines
Cannabinoid
Cocaine (Meta 3)
Methaqualone
Opiates
Phencyclidine

Number of specimens tested with Quality Control Program:

Number of false positive results by drug:

(b) CONFIRMATION TESTING:

Number of specimens received:

Number of specimens confirmed positive for:

Amphetamine
Barbiturates
Benzodiazepines
Cannabinoid
Cocaine (Meta 3)
Methaqualone
Opiates
Phencyclidine

F. BLIND SPECIMENS

During the confirmation testing process, every sample batch shall contain known and "blind" controls in order to provide instrument calibration verification and to measure the overall quality of the specimen processing. The known controls will allow evaluation of batch integrity at the bench level and standard curve verification at the beginning of each batch analysis. Those controls shall be the first specimens processed in each batch. After acceptable

values are obtained for the known controls, those values will be added to the instrument curve and used to calculate sample data. Blind controls prepared for spiked urine samples of determined concentration shall be included in the batch and will appear as normal samples to all laboratory personnel. The actual identities of these controls will be maintained on the data system for use in automated review decisions and will be made available to the quality control department of the laboratory for use in manual review decisions.

These controls will be used as an additional calibration verification measure and will also serve as indicator of the overall quality of sample processing since they will be processed as normal samples.

G. SECONDARY INDEPENDENT CONFIRMATION

The testing laboratory will make provision to properly preserve, store and secure one aliquot of the original urine specimen to be reserved and made available for purposes of independent confirmation testing by experts as chosen by the affected employee.

This employee confirmation test will be conducted at the testing laboratory jointly with the experts representing the employee and the laboratory chemists and experts of the testing laboratories which returned the original urine test findings. Also, the testing laboratory will make available to the employee or his representative all records of primary and secondary confirmation testing conducted by the testing laboratory on the urine specimen provided by the employee.

X. CHAIN OF CUSTODY

A. LABORATORY REQUIREMENTS AND RESPONSIBILITIES

The laboratory contracted by the City to test urine specimens under this policy must continue the uninterrupted chain of custody procedure(s) which are intended to provide fundamental accountability and reliability of testing from a legal perspective at each stage of the process to include the handling, testing and storing of specimens and the reporting of test results.

Chain of Custody forms shall accompany the urine specimens to which they refer. These forms shall identify through use of the collection point number, the identification and laboratory numbers of each urine specimen in a given sample batch. These forms must be signed by all persons charged with possession of specimens. Likewise, these forms shall include date, person releasing and receiving and reason for transfer.

Any unusual findings resulting from cursory inspections will be included on the chain-of-custody form with a copy forwarded to the

City. Regardless of the suspicious nature (possible contamination) of the specimen, the specimen will be forwarded for screening and the findings will be reported along with all other findings.

B. SPECIMEN CONTROL

Specimens controlled by laboratory personnel must be deposited in shatterproof containers; these containers shall be tightly capped, properly sealed and labeled as follows: (1) the date and time sent from the collection point and the name of the sender; (2) the date and time received at the laboratory and the name of the receiver.

The City will receive a copy of each chain-of-custody form when the specimens are taken. The City will be sent further copies when preliminary and confirmation tests are completed.

During non working hours the laboratory must be able to provide personnel who will respond to the collection site for the purpose of collecting urine specimens within (4) four hours following notification by the City.

C. TRANSPORTATION

After the urine specimen has been collected, sealed and numbered, it shall be the responsibility of the laboratory to arrange for reliable transportation of the specimen to the lab site. Transportation shall be at the expense of the laboratory and performed by either collection personnel or a courier service which is mutually acceptable to both the laboratory and the City. Courier services must be verified for suitability. All specimens will be properly packaged and labeled and each person responsible for the specimen(s) shall sign the chain-of-custody form which shall at all times accompany the urine specimens. Should specimens become lost, misplaced or improperly delivered, the City must be notified immediately.

D. RECEIVING LABORATORY

The receiving area at the laboratory must be secured. Upon the arrival of the courier service or lab personnel, the chain-of-custody forms must be signed by the proper receiving personnel; said specimens shall not leave the presence and control of receiving authorities until the specimen is accessed by the authorized personnel according to the proper chain-of-custody format. No unauthorized personnel shall be permitted in any part of the lab site where urine specimens are kept.

E. ACCESSION (PRETEST PREPARATION)

When urine specimens leave the receiving area for initial processing, the transfer of specimens shall be documented and signed for on the chain-of custody forms by the technician

responsible for receiving specimens. This technician shall examine the outer wrappings and contents of every specimen for signs of tampering or misdelivery. Any suspicious finds must be reported immediately to the City on the chain-of-custody form(s).

F. SHORT TERM REFRIGERATE STORAGE

Specimens that are not subject to same-day preliminary testing must be placed in high security refrigeration units. There will be a limited number of access keys for the refrigeration units and these keys will not be capable of normal commercial duplication. Temperatures must not exceed six degrees centigrade and emergency power equipment shall be available in the event of prolonged power failure.

G. QUALITY ASSURANCE AND CONFIDENTIALITY

The testing laboratory will be subject to stringent external testing and internal quality assurance procedures for evaluating the performance of its testing process, procedures and for strict conformity with contract specifications. The testing laboratory will not be allowed to know the identity of the employee tested. Strict confidentiality must be maintained throughout the entire testing and reporting process. Results of the test will be sealed and forwarded only to the City Administrator/Physician. The City Physician shall serve as the Medical Review Officer (MRO), the physician shall evaluate all factual information relative to each confirmed positive test result. He/she will render an opinion to the City Administrator/Designate as to the cause of the positive test finding. The City Administrator shall inform the respective Department/Division Head as deemed necessary.

XI. CONFIRMATION OF TEST RESULTS

Confirmation from the testing laboratory with a positive reading which indicates the presence of any illegal drug or substance shall serve as the basis for just cause and the affected employee may be suspended without pay. A positive confirmation for drugs/illegal substances regardless of the screening/cutoff level shall subject the Police Officer to disciplinary proceedings. In all instances Police personnel will be served a notice of Disciplinary Action. Burden of proof and all costs associated with same shall be the responsibility of the affected Police Officer.

Disciplinary action taken against the employee for presence of illegal drugs or substances may ultimately result in termination of employment if the employee fails to:

- * Enroll in the Employee Assistance Program provided by the City and/or approved drug treatment program; and

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- * Complete the prescribed treatment as required by employee assistance program or approved drug rehabilitation program; and
- * Enroll and actively participate in an approved out-patient/follow up program plan for at least one year.

Note: Other conditions as stated in the individual collective bargaining agreement may apply. While it is the intent of the City to provide support and assistance to an employee who produces a positive test result or who may have a problem with drug or substance abuse under this provision, the consequences for subsequent violation of this policy shall serve as the basis for dismissal, particularly if the employee produces a positive test result within one year of the initial positive drug test result. Confirmation of test results shall also serve as the basis for reasonable suspicion thereby subjecting the affected employee to periodic drug testing. Other conditions as stated under Section V-C. PARTICIPATION IN A DRUG REHABILITATION PROGRAM shall apply.

XII. EMPLOYEE CHALLENGE

Any employee may challenge the results of a positive test result by making a written request to the City Administrator via the Department/Division Director within ten working days after being notified, by the Medical Review Officer (MRO)/City Physician. An employee who challenges the test shall:

1. Make arrangements for the testing of the secondary urine sample by GC/MS confirmation methods by the City's laboratory contractor. Such arrangements shall be made within seven working days after approval/acknowledgment of the request from the City Administrator/Department Head.
2. The employee shall ensure that the laboratory provides a certified copy of the test results directly to the City Administrator/Physician. Notification of pass/fail results shall be provided by the City Administrator to the Department Head/Human Resources.
3. All costs incurred for the testing of the second urine specimen shall be the responsibility of the employee unless the second sample produces a negative result in which case the City shall be responsible for costs.
4. Initiated or pending disciplinary action against the employee shall be held in abeyance until the results of the second urinalysis drug screening conducted by the laboratory have been received by the City Administrator. In the event that the second sample proves negative, all disciplinary

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proceedings shall be terminated and the results of the positive test shall be expunged from the file.

5. The employee challenge process shall be concluded and disposed of within 30 days of notification to employee. The employee challenge process shall include the following steps:

- a) Request to City Administrator
- b) Arrangement for secondary test with laboratory
- c) Laboratory (re) test and findings
- d) Written reports to the City

SHOULD THE EMPLOYEE FAIL TO ADHERE TO THE PROCEDURES OUTLINED IN THIS SECTION, THE SECONDARY TEST RESULTS WILL NOT BE ACCEPTED BY THE CITY.

XIII. EMPLOYEE OPTIONS

Options available prior to termination/in lieu of disciplinary action (individually or in combination) include:

1. Enroll/Completion of a recognized/approved drug rehabilitation program.
2. Sign and submit a waiver that states that return to the use of drugs will result in termination of employment.
3. Upon completion of the rehabilitation program, the employee will be subject to mandatory periodic random testing.
4. Completion of required post treatment or follow-up program for at least one year.

Note: Employee options for Police is limited to option one as stated in the above sub-section. In all cases the affected police personnel will forfeit his/her rights to continue future employment with the City in that capacity.

XIV. EMPLOYEE ASSISTANCE PROGRAM (EAP)

City's Employee Assistance Program which is provided by the State's Employee Advisory Services. Counseling services provided through the Employee Advisory Service will be of no charge to the employee and his/her immediate family members.

The EAP provides assistance to employees for a full range of personal or family problems including--marital, family, alcohol, gambling, emotional, financial and drug/substance abuse. The goal of the EAP is to provide professional evaluation, referral,

counseling or other support services to employees experiencing personal/family problems which adversely affect job performance. In those instances where an employee has tested positively the first time for the use of illegal drugs or controlled dangerous substances, it shall be the policy of the City to require that the employee seek treatment in an approved/recognized treatment program of his/her choosing as may be available. In addition, the employee will be required to participate in the Employee Assistance Program.

CONFIDENTIALITY

An employee who is required to enroll in EAP for reasons of drug/substance abuse shall be assured of strict confidentiality. The employee is encouraged to take their own initiative in the early resolution of problems that may jeopardize their employment. In the event that an employee prior to being tested, admits to the use of a controlled dangerous substance, the employee shall be afforded the options as provided in Section XIII. EMPLOYEE OPTIONS. Likewise, employees who voluntarily refer themselves to the Employee Assistance Program for use of controlled dangerous substances shall be guaranteed the same confidentiality and protection of rights. In the case of Uniform Police Officers, rights of confidentiality shall not apply for either voluntary/mandatory referral. The EAP provider will be required to advise the City when a Police Officer seeks assistance for drug/illegal substance use/abuse.

The employee's Department Head in conjunction with the Division of Personnel/Human Resources will be informed of the employee's participation in the EAP in instances of mandatory referral.

XV. SUPERVISORY DRUG EDUCATION AND AWARENESS TRAINING

Upon implementation of this policy all supervisory personnel will be required to attend in-service education/training sponsored by the City on drug awareness and intervention. This City sponsored in-house program shall cover the following topics:

- * Drug Work Place-Policy and Procedures
- * Testing for Drugs-Methods and Procedures
- * Overview of testing process by the laboratory contracted to conduct drug testing
- * Signs of Drug use/abuse
- * Supervisor's role and responsibility when drug/substance abuse is suspected
- * Employer responsibility for a drug-free work environment
- * Legal implication/liability of drug testing
- * Employee Assistance Program and referral

XVI. DRUG TESTING PROGRAM ANNUAL REVIEW

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To ensure that the drug testing program remains current and in compliance with those provisions governing Drug-Free Workplace Testing, the City shall convene an annual ad-hoc committee comprised of management, supervisory and representatives from the affected collective bargaining units to review the Drug Testing Program. Such reviews shall be conducted on an annual basis, effective one year following the implementation of the Drug-free Workplace Policy and Program.

Upon recommendation of the committee and the approval of the City administration, additions, deletions and language changes as appropriate shall be made. However, pursuant to the management prerogative as provided in applicable City/State statute and collective bargaining agreements, the City may unilaterally make such changes in the administration of the drug testing program as deemed in the best interest of the City.

XVII. CERTIFICATIONS

The contract laboratory director must be a Ph.D/or M.D. who is qualified in forensic toxicology or must hold a current certification as a laboratory director in toxicology under provisions of the Clinical Laboratory Improvement Act. All technicians must be licensed, clinical, chemist technologists or clinical laboratory technologists licensed to work in the field of chemistry or biochemistry. All unlicensed personnel must work under direct supervision of a technologist. Technicians must be trained in the chain-of-custody handling of all forensic samples tested under this contract.

The contract laboratory must participate in any or all of the following quality control programs throughout the period of this contract: College of American Pathology Advanced Toxicology Survey and/or American Academy of Forensic Science Toxicology Survey. The contract laboratory must maintain a current Drug Enforcement Administration Schedule I License throughout the period of this contract. Because of the certification requirements in this contract, none of the services contained in this contract shall be performed by persons other than the contract laboratory. The contract laboratory must be certified by the National Institute of Drug Abuse (NIDA).

Should the contract laboratory lose its certification or license, cease to conduct an acceptable quality control program, exceed a reasonable error rate, cease to maintain a proper chain-of-custody format, lose key personnel without prompt replacement, or fail to meet timely obligations, the contract laboratory shall no longer be considered in compliance with the contract, and the City may terminate the contract for default.

XVIII. DRUG-FREE WORKPLACE ACT OF 1988

The Drug-Free Workplace Act of 1988 is applicable to government contractors awarded a contract in excess of \$25,000 and to grantees regardless of amount.

Under proposed regulations federal contractors and grantees must:

- * Publish policy statement to employees prohibiting unlawful manufacture, distribution, possession, use of a controlled substance in the workplace;
- * Establish a drug-free awareness program to inform employees of the dangers of drug abuse, the employer's drug-free workplace policy, the availability of counseling programs, and the penalties for conviction for drug abuse in the workplace;
- * Employees directly involved in the performance of a government contract to notify the employer of any criminal drug law conviction occurring in the workplace. The employer must notify the government of those convictions within ten (10) days of learning of the conviction;
- * Impose sanctions or remedial measures on employees convicted of drug abuse violations in the workplace; and
- * Continue in good faith ongoing compliance with the requirements.

XIX. PROVISION OF SEVERABILITY

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

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Abuscreen Raw-Radio Immunoassay. An initial drug screen used to detect the presence of drugs. Authorized Personnel. Individuals who have been determined by the contracting laboratory to have a need for access to areas used for the testing and storage of urine specimens; further, this definition shall include a subgroup of laboratory supervisors with the authority to sign for and take control of urine specimens through the use of the chain-of-custody format.

Applicant. Any person who has completed and submitted an application for employment and is actively seeking consideration for the position for which he/she has applied.

Bonafide Job Offer For purposes of the Drug-free workplace policy, a bonafide job offer is one in which there is an intent to hire based on uniform screening and selection criteria; however, the final offer is contingent on successfully passing the drug screening.

Bonafide Physical Examination A physical examination which is conducted by a certified medical physician. Such examination shall include as minimum those specifications as stated in this policy.

Candidate. Any person who has entered the employment process, is being considered for by the employer has been interviewed for the position in which he/she has applied.

Chain of Custody. Methodology of tracking specified materials and/or substances for the purpose of maintaining absolute control and accountability from initial collection to final disposition for all such materials and/or substances. The contract laboratory must maintain an internal chain-of-custody procedure which establishes fundamental accountability and reliability of testing in a legal sense at each stage of handling, testing and storing specimens and reporting test results.

Collection Facility. Designated site where persons are required to provide urine specimens taken under strictly monitored conditions; this site may be on laboratory property or other approved sites and approved by the City of Plainfield. The site must have bathroom facilities for both male and female persons. These facilities must be clean, well lit, and sufficiently secure to prevent compromise during the taking of urine specimens.

Confirmation Testing. A second procedure (test) used to demonstrate the presence of certain specified drugs of abuse in given urine specimens. This test must be different in format and chemical theory from that of the preliminary screening procedure utilized. Until further notice, the GC/MS confirmation testing will be used exclusively for confirmation testing.

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Contractor. Agency designated by the City of Plainfield to conduct drug screening tests for the purpose of detecting illegal drugs. No agency may be used which does not possess a valid New Jersey State Department of Health Clinical with authorized toxicology specialty. A copy of said license shall be provided to the City prior to the commencement of testing.

Drug Test. An urinalysis test administered under approved conditions and procedures to detect the presence of drugs screen used to detect the presence of drugs.

Emergency Services Positions of units of operation which are sensitive or specialized in nature. Such positions/units directly immediately affect life, property or both. Units/personnel designated as emergency services for purposes of this policy includes; police officers, fire officers.

Employee. Any person employed by the City upon offering by the City and acceptance by candidate of a position for which he/she has applied.

Employee Assistance Program. A counseling and referral service provided to employees and the family members as a means of intervention for personal, financial, family, substance use/abuse, marital and other issues which adversely affect work and or job performance of the employee.

GC/MS-Gas Chromothography/Mass Spectrometry. A secondary of confirmatory test to confirm the presence of drugs. GC/MS shall always be used to confirm an initial positive drug screen.

Positive Test Result. A positive test result shall be that positive result obtained from the completion of the GC/MS confirmatory test.

Preliminary Screening. The initial testing of urine specimens for the presence of specified drugs of abuse.

Reasonable Suspicion. Information which is based on observable objective facts and rational inference which maybe drawn from these facts.

Regularly Scheduled Physical Examination. Medical examination rendered no more than once in any twelve (12) month period.

Sample Batch. Preliminary screening and Confirmation testing with at least ten percent quality control samples included; quality control samples shall be composed of both known and "blind" specimens for the purpose of monitoring laboratory personnel and equipment.

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Specimen. A sample of human urine, at least 60 milliliters in volume, to be confined in a shatterproof sealed and marked container.

Supervisors. Employees assigned to a position and who have a primary responsibilities of coordinating monitoring, reviewing, or checking the day to day work of subordinates.

Sworn Personnel. Police and ranking officers within the Police Division.

Uniform Services Personnel who perform in either, the police division such as police/higher ranking officers and fire fighters/higher ranking officers as well.

MEMORANDUM OF AGREEMENT
between
CITY OF PLAINFIELD
and
TEAMSTERS UNION LOCAL 102
concerning

IMPLEMENTATION OF CITY OF PLAINFIELD DRUG POLICY

WHEREFORE, the City of Plainfield has adopted the Plainfield Drug Policy (hereinafter the Policy), pursuant to the Drug-Free Workplace Act of 1988 and Municipal Ordinance MC-1993-2; and

WHEREFORE, the Union, recognizing that many drug users themselves are victims and will benefit from an opportunity to participate in rehabilitation as an alternative to loss of employment, pledges cooperation in the fair implementation of the Policy for the benefit of the public, the City, and the City's employees;

NOW THEREFORE, the parties agree to the following procedures with respect to the implementation of the Policy:

1. The parties agree that drug testing under Section V.A of the Policy shall be restricted to those instances where there is a good faith belief that a drug abuse problem exists. A supervisor shall not repeatedly request drug tests for an employee on the basis of alleged reduced productivity or deterioration of work habits, where a prior test within the past six months has been negative, unless there is new and independent cause for reasonable suspicion.
2. In cases of work related accidents, drug testing shall only be requested in circumstances where the injury or damage is not *de minimis* or where other circumstances indicate that a drug abuse issue might exist.
3. Where a supervisor requires an employee to submit to a drug test due to cause, the supervisor shall be responsible for safely transporting the employee to the laboratory. All time involved in waiting for, transportation to, administration of, and transportation from the laboratory shall be on the clock.
4. Except where such notification is not practical, the supervisor shall put the reasons for believing there to be reasonable suspicion or other cause in writing prior to the administration of the drug test and provide a copy to the employee and, if available, the shop steward.

5. The City will provide the Union with the name of each laboratory used for evaluation of drug tests.

Teamster Union Local 102

By: _____

Dated:

City of Plainfield

By: _____

Dated: