

**CONTRACT**

**By and Between**

**West Deptford Township**

**And**

**Public Works Committee**

**2014, 2015, 2016**

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# AGREEMENT

Agreement between the Township of West Deptford and the Public Works  
Committee for the Years 2014, 2015, 2016.

Dated: 10/9/14

**ARTICLE I**  
**RECOGNITION**

SECTION 1

The Township does not recognize the Public Works Committee pursuant to and in accordance with all applicable provisions of Chapter 3030 of the Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.). The Township does, however, recognize the Public Works Committee as an informal grouping of employees for the purpose of engaging in collective bargaining negotiations concerning terms and conditions of employment within the Department of Public Works & Water and Sewer.

As an informal Committee, the Township recognizes the following permanent, full-time job classifications:

PUBLIC WORKS DEPARTMENT (Roads, Solid Waste and Recreation):

Equipment Operators  
Truck Drivers  
Shuttle Bus Driver  
Laborer/Road Maintenance  
Dispatcher  
Mechanic  
Maintenance Repairman  
Public Works Laborer

WATER & SEWER:

Water and Sewer Maintenance Repairman  
Water and Sewer Meter Reader and Repairman

SECTION 2

This agreement does not include the following classifications that are also in the Public Works Department:

Director of Public Works  
Clerical Employees  
Road Superintendent  
Road Foreman  
Trash Foreman  
Water/Sewer Foreman  
Maintenance Foreman  
Recreation Foreman  
Temporary Seasonal Employees  
Part-time Employees

**ARTICLE II**

**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

SECTION 1

It is recognized that the management of the various Divisions of the Department of Public Works & Water and Sewer, the control of properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the right, including but not limited to, to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount overtime to be worked, to relieve employees from duty because of lack of work or other legitimate reasons, decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

### **ARTICLE III**

#### **NON-DISCRIMINATION**

##### SECTION 1

There shall be no discrimination, interference, or coercion by the Township or any of its agents against the employees represented by the Public Works Committee. The Public Works Committee or any of its agents shall not intimidate or coerce employees into membership. Neither the Township nor the Public Works Committee shall discriminate against any employee because of race, creed, color, age, sex, or national origin.

##### SECTION 2

It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Public Works Committee. In the exercise of that right, neither party, nor any of its agents, shall discriminate, coerce or otherwise interfere with the employee.

### **ARTICLE IV**

#### **MAINTENANCE OF WORK OPERATIONS**

##### SECTION 1

The parties agree that there should be no lockouts, strikes, work stoppage, job actions, or slowdowns during the love of this agreement. No employee or representative of the Public Works Committee shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity.

All employees covered by this Agreement are and shall be considered essential employees. As such, in the event of weather-related or other emergency circumstances such as a Declared State of Emergency all such employees may be required to report for

work and perform regular or emergency duties as assigned without entitlement for additional compensation if taking place during normal work hours. This is to include cases where other township employees may be excluded (non-essential workers) from working and suffer no loss of pay due to such emergency.

SECTION 2

It is understood that violations of the provisions of this article may subject any employee participation in or condoning such activity to disciplinary action by the Township. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline.

**ARTICLE V**

**SALARY**

SECTION 1

Public Workers Laborer Laborer/ Road Maintenance	Effective 1/1/14	Effective 1/1/15	Effective 1/1/16
Step 1	\$28,585	\$29,157	\$29,740
Step 2	\$33,023	\$33,683	\$34,357
Step 3	\$37,461	\$38,210	\$38,974
Step 4	\$41,899	\$42,737	\$43,592
Step 5	\$46,337	\$47,264	\$48,209
Step 6	\$50,775	\$51,791	\$52,826
Step 7	\$55,212	\$56,316	\$57,443

Shuttle Bus Driver Truck Driver Meter Reader/Repairman	Effective 1/1/14	Effective 1/1/15	Effective 1/1/16
Step 1	\$30,010	\$30,610	\$31,222
Step 2	\$34,450	\$35,139	\$35,842
Step 3	\$38,888	\$39,666	\$40,459
Step 4	\$43,326	\$44,193	\$45,076
Step 5	\$47,764	\$48,719	\$49,694
Step 6	\$52,202	\$53,246	\$54,311
Step 7	\$56,649	\$57,782	\$58,938

Dispatcher (Public Works)	Effective 1/1/14	Effective 1/1/15	Effective 1/1/16
Step 1	\$30,914	\$31,532	\$32,163
Step 2	\$35,354	\$36,061	\$36,782
Step 3	\$39,794	\$40,590	\$41,402
Step 4	\$44,234	\$45,119	\$46,021
Step 5	\$48,674	\$49,647	\$50,640
Step 6	\$53,114	\$54,176	\$55,260
Step 7	\$57,552	\$58,703	\$59,877

Equipment Operator Maintenance Repairman W/S Maintenance Repairman	Effective 1/1/14	Effective 1/1/15	Effective 1/1/16
Step 1	\$36,466	\$37,195	\$37,939
Step 2	\$40,130	\$40,933	\$41,751
Step 3	\$43,794	\$44,670	\$45,563
Step 4	\$47,458	\$48,407	\$49,375
Step 5	\$51,112	\$52,144	\$53,187
Step 6	\$54,786	\$55,882	\$56,999
Step 7	\$58,450	\$59,619	\$60,811

Mechanic	Effective 1/1/14	Effective 1/1/15	Effective 1/1/16
Step 1	\$36,744	\$37,479	\$38,228
Step 2	\$40,408	\$41,216	\$42,040
Step 3	\$44,072	\$44,953	\$45,853
Step 4	\$47,736	\$48,691	\$49,665
Step 5	\$51,400	\$52,428	\$53,477
Step 6	\$55,064	\$56,165	\$57,289
Step 7	\$58,730	\$59,905	\$61,103

#### SECTION 4

Employees entitled to an annual step increase will receive the increase in the following manner:

- A. January 1<sup>st</sup> if their anniversary date falls between January 1<sup>st</sup> and June 31<sup>st</sup>.
- B. July 1<sup>st</sup> if their anniversary date falls between July 1<sup>st</sup> and December 31<sup>st</sup>.



Step increases will cease once an employee has reached Step 7. Laborer Kevin Harvey will advance to Step 5 on 1/1/15. Truck Driver Jason Mullins will advance to Step 3 on 6/31/14. Truck Driver Phil Zimm Jr. will advance to Step 5 on 1/1/15. Laborers Bryan Weber and Sean Page will advance to Step 2 on 1/1/15.

#### SECTION 5

All employees who possess a Class "A" Articulated Driver's License Shall receive an additional \$.15 per hour. Failure to maintain this license shall result in the loss of this increase. Any employee whose job classification is Laborer, who possesses a Commercial Drivers License (CDL) may be assigned driving duties from time to time and will be paid as a driver for only those shifts when performing Truck Driver duties. Temporary, extended or repeated sporadic assignments in a Truck Driving capacity shall not entitle any employee to a position change to the position of Truck Driver, nor shall any Laborer serving as a Truck Driver thereby become entitled to be paid as a Truck Driver for any shift other than a shift during which the employee was assigned Truck Driver duties.

#### SECTION 6

Effective December 31, 2014, employee longevity payments shall be frozen at their current amount based upon the current percentage rate, and that frozen amount shall be included as a part of base salary for all purposes, including pension, and not subject to the percentage increases reflected above in Section 1 of Article V.

#### SECTION 7

Effective January 1, 2015, all current employees as of the signing of this agreement with the exception of Donald Devine, Thomas Facchine, Robert Henning, Kenneth Nessler, John Murray, Daniel Coates, James DePrince Jr., John DeVito,

Anthony Grassi, Walter Horn, Howard Huesser, Ronald Sauler, James Wileczek, David Ligameri, Thomas Jefferson, Elmer Holmes, Stanley Agacinski, Michael Collier, Herbert Holmes, Daniel Austin and Thomas Vedder, shall receive an additional \$500 added to their base salary.

Effective January 1, 2016 employees Kevin Harvey, Jason Mullins, Philip Zimm Jr., Bryan Weber, and Sean Page shall receive an additional \$500 to equal a total of \$1,000 added to their base salary. All payments in this section shall not be subject to the percentage increases reflected above in Section 1 of Article V.

## ARTICLE VI

### INSURANCE

#### SECTION 1

Effective January 1, 2014, all active unit employees who have not withdrawn from the Township's health insurance program shall continue to contribute toward the cost of their healthcare in accordance with P.L. 2011 Chapter 78. These payments shall be pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. These contributions shall be subject to the contribution amounts set forth in Article VI, Section 5 upon the employee's retirement.

Beginning July 1, 2015 until the expiration of this agreement, Employees shall contribute towards healthcare premium at the rates shown in the below charts;

Single Coverage		Family Coverage		Member/Spouse or Child Coverage	
\$25,000-\$29,999.99	5%	\$25,000-\$29,999.99	2.5%	\$25,000-\$29,999.99	2.75%
\$30,000-\$34,999.99	6.5%	\$30,000-\$34,999.99	3.25%	\$30,000-\$34,999.99	3.75%
\$35,000-\$39,999.99	7%	\$35,000-\$39,999.99	4%	\$35,000-\$39,999.99	4.5%
\$40,000-\$44,999.99	8%	\$40,000-\$44,999.99	4.75%	\$40,000-\$44,999.99	5.25%
\$45,000-\$49,999.99	9.5%	\$45,000-\$49,999.99	6%	\$45,000-\$49,999.99	6.5%
\$50,000-\$54,999.99	12%	\$50,000-\$54,999.99	8%	\$50,000-\$54,999.99	9.5%
\$55,000-\$59,999.99	13.5%	\$55,000-\$59,999.99	9.5%	\$55,000-\$59,999.99	11%
\$60,000-\$64,999.99	15.5%	\$60,000-\$64,999.99	11%	\$60,000-\$64,999.99	13%
\$65,000-\$69,999.99	17.5%	\$65,000-\$69,999.99	12%	\$65,000-\$69,999.99	14%

Employees covered under this contract shall have available to them health insurance coverage options that are equal or greater than the current plan options selected by each employee as of January 1, 2014.

## SECTION 2

The Township will provide a comprehensive dental insurance plan comprised of full family coverage as set forth in "Plan Document and Summary Plan Description for West Deptford Township."

## SECTION 3

All employees covered by this agreement shall continue to be provided by the Township a paid family prescription drug plan with co-payments as they exist at the time of the signing of this agreement, or a plan which is equal to or better than the existing plan.

## SECTION 4

Employees and their qualified dependents shall receive a vision care benefit that provides a \$100 reimbursement toward the purchase of prescription eyeglasses or contact lenses, once every two calendar years.

## SECTION 5

**A. *Retirees with 20 years of West Deptford service, retiring on disability, or age 65 with 15 years of West Deptford service***

The Township will pay the full cost of insurance referenced in Sections 1 through 3 of this Article, subject to the provisions of this section, and subject to the retiree contribution requirements of Chapter 78, P.L. 2011, to those employees who

retire in accordance with the provisions of N.J.S.A. 40A:10-23, where the retiree has:

(1) Completed 20 years of full time service with West Deptford and 25 years or more of service credit in the state pension system; and/or

(2) Retired on a disability pension; and/or

(3) Retired through the pension system and reached the age of 65 or older with at least 15 years of service with the Township.

All such retirees, with less than 20 years of service in the state pension system prior to June 28, 2011 shall be required to make health care contributions during retirement in accordance with the terms of Chapter 78, P.L. 2011, using the retirees' retirement allowance as if it were base salary for the purpose of calculating the contribution required by Chapter 78, P.L. 2011. Upon expiration of the four year phase in required by Chapter 78, P.L. 2011, the retiree contribution shall continue to be required at the rates found in the above chart in Article VI Section 1.

**B. Retirees with Less Than 20 years of West Deptford Service**

Employees who:

(a) retire with 25 years of more of service credit in a state or locally administered retirement system;

(b) had less than 20 years of creditable service in a state or locally administered retirement system as of June 28, 2011 and who

(c) subsequently retire in accordance with the provisions of N.J.S.A. 40A:10-23 and this section but with less than 20 years of service with West Deptford,

shall be entitled to insurance referenced in section 1 through 3 of this Article, pro-rated by the Township with the Township paying 50% plus 2% per year of service the employee served with West Deptford and the employee paying the remainder, and all such retirees shall further be required to make health care contributions during retirement in accordance with the terms of Chapter 78, P.L. 2011, using the retirees' retirement allowance as if it were base salary for the purpose of calculating the contribution required by Chapter 78, P.L. 2011. Upon expiration of the four year phase in required by Chapter 78, P.L. 2011, the retiree contribution shall continue to be required at the rates found in the above chart in Article VI Section 1. In order to qualify for the retirement health benefits referenced in this section, the years of service need not be consecutive.

**C. Work Related Health Insurance After Retirement**

Those who elect to work after retirement will not receive duplicate medical coverage. In the event that such subsequent employment provides coverage already provided by the Township, the Township will be relieved of paying any medical plan premium during the time of such coverage. In the event the retiree deliberately declines otherwise available medical and prescription coverage for the retiree and spouse and/or family dependents (if the retiree receives retiree and spouse and/or dependent benefits from West Deptford)

which is substantially similar to the medical and prescription coverage offered by the Township, the Township shall thereafter be relieved of the obligation to provide medical and prescription coverage to such retiree, and spouse and/or dependents as applicable. If alternate coverage through post retirement employment is obtained by the retiree, and thus relieving the Township from providing the retiree health benefits, but thereafter ceases, proof shall be furnished to the Township before reinstatement into the Township sponsored medical plan(s) shall occur.

#### SECTION 6

Effective January 1, 2014, the Township shall make dependent coverage in its health and prescription plans as set forth in this Article, available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student Status is not required. Coverage will be terminated at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

#### SECTION 7

Subject to the provisions and requirements of P.L. 2005 C. 375, employees who are enrolled through any Township health or prescription plan may elect to enroll their dependent until age 31 for an additional premium which shall be billed directly to the employee by the insurance carrier. Dependents who are permanently disabled will remain covered during the life of the employee.

## SECTION 8

Civil union partners and domestic partners of the same gender under New Jersey law shall be considered as dependents eligible for insurance benefits and shall be used interchangeably with the term "spouse."

## SECTION 9

Effective January 1, 2014 and pursuant to P.L. 2011, C. 78, the Township shall provide a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

## SECTION 10

Active Employees covered under this agreement, may request for a waiver of employer provided health benefits coverage. All those employees who choose to waive employer provided health benefits coverage shall be compensated \$2500 annually for the year in which the health insurance benefit is waived. This shall be effective January 1, 2015 for the duration of the contract. This benefit is not available to retired employees.

## SECTION 11

Effective January 1, 2003, all employees covered by this Collective Bargaining Agreement will be covered by the New Jersey Temporary Disability Benefits Law.

This plan will take effect after all sick cumulative bank time has been exhausted. Sick time earned for the current year will not be required to be used.

**ARTICLE VII**

**SAVINGS CLAUSE**

SECTION 1

It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby. Any arbitrator may not be presumed or permitted to be able to make decisions in violation of the law.

**ARTICLE VIII**

**VACATION, PERSONAL DAYS, HOLIDAYS, AND SICK LEAVE**

SECTION 1

Effective January 1, 1982, vacation leave provided to all employees covered by this agreement is as follows:

<u>YEARS OF SERVICE</u>	<u># OF VACATION DAYS</u>
0 to end of first year	5
Start of 2nd year through 5 <sup>th</sup> year	10
Start of 6 <sup>th</sup> year through 10 <sup>th</sup> year	15
Start of 11 <sup>th</sup> year through 15 <sup>th</sup> year	20
Start of 16 <sup>th</sup> year	21
Start of 17 <sup>th</sup> year	22
Start of 18 <sup>th</sup> year	23
Start of 19 <sup>th</sup> year	24
Start of 20 <sup>th</sup> year	25



## SECTION 2

Promptly after January 1<sup>st</sup> of each calendar year each eligible employee shall be requested to specify the vacation period he desires. Vacations will, so far as possible, be granted at times most desired by the employees (longer service employees being given preference as to choice). Vacations must be approved at least two (2) weeks prior to their beginning.

## SECTION 3

Vacations will be taken no more than two (2) weeks at a time unless given prior approval by the department head.

## SECTION 4

The employee must work the day before and after his scheduled vacation in order to receive full vacation pay.

## SECTION 5

All unused vacation leave must be taken prior to the actual retirement date of the employee.

## SECTION 6

Three (3) personal days will be granted for each calendar year. Personal days must be utilized in accordance with personnel ordinances, established policies and with adequate notice to the employee's department head.

## SECTION 7

For the purpose of this agreement the following are to be considered holidays:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

## SECTION 8

The employee must work the day before and after a holiday in order to receive the holiday pay.

## SECTION 9

Employees can only deplete sick leave bank on a verified long-term illness.

## SECTION 10

Accrued sick leave shall not be paid to any employee dismissed for just cause.

## SECTION 11

Unauthorized absence:

- a) An employee who does not intend to report to work for any reason shall notify his supervisor a ½ hour before the start of the normal workday. Such absence shall otherwise be an unauthorized absence.
- b) The unauthorized absence from work of any employee in any calendar year will result in the following penalties:
  - 1) One day unauthorized absence – written reprimand and loss of day's pay.

- 2) Two days unauthorized absence – suspension without pay for three (3) days.
- 3) Three days or more unauthorized absence – may be dismissed from Township employ.

#### SECTION 12

At the time of separation from Township service, employee hired before January 1, 2014, shall be entitled to a buy back of 25% of the unused portion of his sick bank at the current rate of pay but not to exceed \$30.00 per hour during the duration of this Agreement. The maximum buy back of accumulated sick leave at separation shall not exceed a maximum of \$15,000. In NO event shall an employee be allowed to use accumulated sick leave as paid leave time for the purposes of computing retirement date, separation and resignation date. All employees hired after January 1, 2014 shall not be entitled to buy back any unused portions of his/her sick bank upon the time of separation from Township service.

#### SECTION 13

Effective January 1, 2014, the program of annual sick time buy back has been eliminated.

#### SECTION 14

In the event of a death in the immediate family of an employee, the department head, with the consent of the Administrator, may grant not more than five (5) days leave with pay. The term “immediate family” for the purpose of this section shall include:

- (1) The employee’s spouse, child, parent, brother, or sister.
- (2) The child, parent, brother, or sister of his spouse.
- (3) Relative living under the same roof.

In the case of leave caused by death in one's immediate family, reasonable proof of such death and relationship shall be submitted by the employee through his department head to the Administrator.

## **ARTICLE IX**

### **EMBODIMENT OF AGREEMENT**

#### **SECTION 1**

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Public Works Committee. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the Township and the Public Works Committee or any individual employee covered by this Agreement is hereby suspended.

## **ARTICLE X**

### **RATIFICATION**

#### **SECTION 1**

The Public Works Committee hereby represent that this Agreement was ratified solely by employees of the Township of West Deptford, Department of Public Works, employed pursuant to the terms of this Agreement and that no members of the Public Works Committee who are not covered by this Agreement took part in the ratification proceedings. The Public Works Committee further agrees upon the adoption of any new Agreements which shall be substituted for this Agreement, or any part thereof, said

Agreement will be ratified only by persons who are employed pursuant to the terms of this Agreement or the new Agreement.

## **ARTICLE XI**

### **DURATION**

#### **SECTION 1**

This Agreement shall be effective retroactive to January 1, 2014 and shall remain in full force and effect until December 31, 2016. On or before August 1, 2016, either party may serve notice upon the other party of intent to commence negotiations for a new Agreement. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 2016, the terms and conditions of this Agreement may continue in full force and effect until a new Agreement is executed, provided the parties shall mutually agree.

## **ARTICLE XII**

### **MISCELLANEOUS**

#### **SECTION 1**

All drivers will check oil, gas, tires, water in radiators and battery, and hydraulic fluid. Also, report on a daily log sheet any problems which they are having with the equipment.

#### **SECTION 2**

Each driver is responsible for the cleaning and appearance of his equipment.

SECTION 3

Operators of Township vehicles and equipment must report any accident, regardless of the circumstances, to their department heads at the time of the accident. No vehicles shall be moved prior to the arrival of the police on the scene, unless absolutely necessary for traffic and/or safety purpose.

SECTION 4

All work breaks are to be designated by department supervisor. The work break is to be taken in the morning for a specified time of one-half (1/2) hour. No afternoon work breaks are to be taken.

SECTION 5

Employees are encouraged to submit suggestions which they feel will aid the Township in conducting a more efficient operation in the public service. Examples of types of suggestions include the following aspects of operation:

- Cost reduction
- Productivity increases
- Safety Improvements
- Removal of work bottlenecks
- Improvement of quality service
- Improvement of employee morale

Any employee whose suggestion is put into effect by the Township shall be rewarded in the following manner:

<u>MEASURABLE SAVINGS TO THE TOWNSHIP OPERATION</u>	<u>AWARD</u>
\$ 250 - \$ 999	\$25.00 BOND
\$1000 - \$2999	\$50.00 BOND
\$3000 AND ABOVE	\$100.00 BOND

SECTION 6

The Township will purchase up to two pairs of Township approved safety shoes annually. The total amount expended, per individual employee, per year, shall not exceed the amounts listed below. Should an employee be able to purchase more than two pair of safety shoes within the annual limit, the employee may receive reimbursement up to the following amount:

2014:	\$280.00
2015:	\$290.00
2016:	\$300.00

SECTION 7

Any laborer temporarily assigned to the duties of a truck driver will be paid, on a daily basis, an additional \$.35 per hour.

Pursuant to the personnel ordinance, any employee required to perform the duties as an operator in excess of five (5) continuous days will be compensated at the operator's rate for all time worked out-of-title.

SECTION 8

For the purpose of cleaning and maintaining Township issued uniforms, the Township agrees to reimburse each employee as follows:

<u>2014 Work Year</u>	<u>2015 Work Year</u>
\$520.00	\$530.00
<u>2016 Work Year</u>	
\$540.00	

The reimbursement will be issued on the first pay period in December. This provision does not apply to mechanics.

#### SECTION 9

The Township agrees to provide each employee covered by this contract twelve (12) pairs of work gloves annually.

#### SECTION 10

Employees covered by this Agreement shall receive no further longevity payments other than those payments set forth in Article V Section 6 & 7.

### **ARTICLE XIII**

### **CODE OF CONDUCT**

#### SECTION 1

Repeated violations of the following nature will subject employees to immediate discharge:

- a) Refusing to accept work assignments.
- b) Falsely stating or making injury reports.
- c) Failing to deal in a courteous manner with the public.
- d) Repeated careless work after warning.

#### SECTION 2

A violation of any of the following regulations by an employee is considered serious misconduct. The first violation of any of these will be notified by letter. The second violation of the same or any other of the following regulations can be punished by three (3) days disciplinary furlough, (three days off without pay). Any further offense can result in discharge:



- a) Speeding violation ticket.
- b) Ticket for failure to obey traffic signs.
- c) Refusing extra duties during any type of emergency.
- d) Habitual and/or excessive absence.
- e) No Township equipment is to be parked at any establishments which sell intoxicating beverages at any time.
- f) Safety equipment as required by the Township must be worn.

### SECTION 3

A violation of any of the following regulations by an employee is considered inexcusable and will result in discharge:

- a) Willfully damaging Township equipment or destroying equipment due to neglect or failing to follow preventative maintenance procedures in Item A, Article XIII.
- b) Leaving the job without permission of the foreman/department head.

### SECTION 4

The rules and regulations of the Township Personnel Ordinance apply to all employees covered by this Agreement.

### SECTION 5

The Public Works Bargaining Committee shall be entitled to operate an informal grievance committee having the power to hear internal grievances among individual employees to determine whether a grievance has merit to present to the Township Administrator. Nothing herein shall prevent an individual from directly filing a grievance with the Township Administrator. The committee's power to resolve grievances shall in no way supersede, override or conflict with the Administrator's ability

to resolve work place issues and responsibility over personnel, promotions, disciplinary policy, etc., or any other right of the Administrator contained in this contract, ordinance or New Jersey law.

## **TITLE XVI**

### **WEST DEPTFORD TOWNSHIP DRUG & ALCOHOL POLICY**

The use, misuse and abuse of alcoholic beverages and illegal drugs have been identified as one of America's major health hazards today. It is the view of West Deptford Township and the Public Works Employees Committee that employee involvement with drugs and alcoholic beverages can pose a threat to the safety of co-employees and undermine the public trust.

It shall be the policy of West Deptford Township in order to protect the health, welfare, and safety of its employees, as well as the public, that the unlawful use of controlled dangerous substances and other substances of abuse in the work place is prohibited.

West Deptford Township is a drug-free work place.

Employees found to be violating these provisions shall be subject to the disciplinary procedures which may include suspension, dismissal, or other sanctions.

Other sanctions may include criminal prosecution, as per the provisions of local, county, and state laws.

This policy is hereby incorporated as part of this collective bargaining agreement and gives management the right to require an employee provide a urine and/or blood sample, or submit to a breathalyzer test when his or her supervisor has reasonable cause to suspect that the employee is under the influence of drugs and/or alcohol, as defined in this policy.

### **DEFINITIONS**

"Alcoholic beverages" shall mean any fluid or solid capable of being converted into a fluid, suitable for human consumption, and having an alcohol content of more than one-half of one per centum (1/2 of 1%) by volume, including alcohol, beer, lager beer, ale, porter, naturally fermented wine, treated wine, blended wine, fortified wine, sparkling wine, distilled liquors, blended distilled liquors and any brewed, fermented, or distilled liquors fit for use for beverage purposed or any mixture of the same, and fruit juices.

“Controlled dangerous substance” means a substance or immediate precursor in Schedules I through V of New Jersey Statute Section 24:21-5 to 24:21-8.1. The term shall not include distilled spirits, wine, or malt beverages, as those terms are defined or used in R.S. 33:1-1 et seq., or tobacco and tobacco products.

“Controlled substance analog” means a substance that has a chemical structure substantially similar to that of a controlled dangerous substance in that it was specifically designed to produce an effect substantially similar to that of a controlled dangerous substance. The term shall not include a substance manufactured or distributed in conformance with the provisions of an approved new drug application or an exemption for investigational use within the meaning of Section 50 of the “Federal Food, Drug & Cosmetic Act,” 52 Stat. 1052 (21 U.S.C. Sec. 355).

“Drug paraphernalia” means any material or equipment used or designed for use in testing, packaging, storing or introducing into the human body a controlled, dangerous substance.

“Under the influence” for the purposes of this policy, means that the employee is affected by a drug or alcohol or the combination of alcohol at the .05 level and/or any detectable amount of drugs. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. In the event that the amount of alcohol in an employee’s blood at the time alleged as shown by chemical analysis of the employee’s blood, urine, breath or other bodily substance exceeds .05% by of alcohol in the employee’s blood, it shall be conclusively presumed that the employee is “under the influence of alcoholic beverages” for the purposes of this policy. If the amount is less than .05%, such facts shall not give rise to any presumptions that the employee was or was not under the influence of alcoholic beverages, but such fact may be considered with other competent evidence in determining whether an employee is under the influence of alcoholic beverages. In the event that there is any detectable amount of controlled dangerous substance or controlled substance analog as defined in the policy in an employee’s urine at the time alleged as shown by chemical analysis, it shall be conclusively presumed that such employee is under the influence of drugs for purpose of this policy.

“Workday” for each employee shall begin at the time said employee is scheduled to commence work each day and shall continue until said employee completes work for the given day or work shift. Any work breaks, including lunch breaks, shall be included in the definition of the term “workday.” Attendance at seminars, conferences and conventions will also be included within the definition of the term “workday.”

## **POLICY**

### **Use/Possession During the Workday**

The unlawful possession, use, sale, or distribution of controlled dangerous substances or controlled analog substances or any other substance, the use of which is prohibited or regulated by the laws of the State of New Jersey, or by the United States, or by the paraphernalia associated with such, or the unauthorized use of alcoholic beverages, during the workday, whether in or out of uniform, while an employee is on Township business, is absolutely prohibited. It shall also be a violation of this policy for any employee to report to work or operate Township-owned or leased equipment or vehicles while under the influence of alcoholic beverages or a controlled dangerous substance or controlled substance analog. Violations of this policy will result in disciplinary action, including possible discharge. If appropriate, violations will be reported to local law enforcement authorities.

West Deptford Township will train all supervisory personnel to recognize the signs and symptoms of substance abuse. The following circumstances constitute reasonable cause for the administration of a urine and/or breath test to any West Deptford Township employee:

### **Reasonable Suspicion**

Reasonable cause exists when a supervisory employee has a reasonable suspicion that an employee is currently under the influence of or impaired by alcohol or a controlled dangerous substance or controlled substance analog, or by a combination of any of the above, based upon specific, personal observations that the supervisory employee can articulate concerning the appearance, behavior, speech, or body odors of the employee. Reasonable cause shall also exist when information is obtained from a co-worker or a reliable source with personal knowledge of the suspected substance abuser, or observance of the ingestion of drugs or alcohol during the workday.

Reasonable suspicion testing shall be subject to the following:

(1) When a supervisory employee has reasonable suspicion that an employee is currently under the influence of or impaired by alcohol or drugs, or a combination of any of the above, the supervisor shall remove the employee from the job and in a private setting, ask the employee whether or no they are under the influence of alcohol and/or drugs and to explain their behavior.

(2) If the employee is unable to provide sufficient justification for his or her behavior, the supervisory employee shall immediately accompany the employee to the Administrator's office.

(3) The Administrator and the supervisory employee will meet prior to interviewing the employee to discuss the situation.

(4) The Administrator, supervisory employee, and the employee, who may or may not be accompanied by his employee organization representative, shall meet in a formal disciplinary conference, at which time the Administrator shall determine whether or not the employee will be directed to submit to drug and/or alcohol testing.

(5) Where the suspected intoxication or impairment appears to result only from the use of a controlled dangerous substance or controlled substance analog, a urine test shall be performed.

(6) Where the suspected intoxication or impairment appears to result only from the use of alcohol, breath testing is the preferred means of confirmations.

(7) If the Administrator determines that testing is warranted, the employee will be escorted to the Township's physician or appropriate testing facility to give a specimen or submit to a Breathalyzer test.

(8) The employee will then be taken home by Township personnel.

(9) If the test results are positive for the presence of any controlled dangerous substance or controlled substance analog, as defined above and/or alcohol, as defined in "under the influence" of alcoholic beverages, the employee will be immediately suspended without pay pending the outcome of a disciplinary hearing.

(10) In the event that the results of the laboratory screening for alcohol and/or drugs find that the employee was not in violation of this Drug & Alcohol Policy, the Township will notify the employee of the results, and he or she will be returned to work and compensated for the time that they would normally have worked, providing that he or she was not in violation of any other Township rules, regulations or policies that otherwise would warrant disciplinary action.

Reasonable suspicion testing shall provide the following safeguards:

- (1) Strict adherence to careful chain of custody procedures.
- (2) Assurance that a reputable, certified laboratory conducts the test and that all initial positive results are confirmed using gas chromatography/mass spectrometry tests.

An employee's refusal to comply with reasonable suspicion testing may result in his or her termination.

### **Involvement Off The Job**

If an employee is convicted of unlawful possession, use, sale, or distribution of controlled dangerous substances or a controlled substance analog or any other substance, the use of which is prohibited or regulated by the laws of the State of New Jersey or the United States on his or her own time, he or she will be subject to disciplinary action up to and including suspension without pay and/or discharge.

### **Prescription Drugs**

Use and possession of a reasonable amount of a prescribed medicine are permitted, provided they are used as medically recommended. Prescription medicines and over-the-counter medicines not being used for their intended purposes are not permitted. Employees undergoing prescribed medical treatment with a drug or controlled dangerous substance which may alter their physical abilities or mental faculties or which may impair the safe and customary performance of their duties, must report this fact to their supervisors prior to beginning work.

If there is a reasonable suspicion that an employee may not be using a prescription drug as medically recommended, the Township may request that employee to provide a current prescription within 48 hours of request. In order for use of a prescription drug to be legitimate, an employee must provide a valid, current prescription within 48 hours of the request.

### **Rehabilitation Program**

Drug and alcohol abuse are health problems which are treatable. Employees suffering from these illnesses will be given the same consideration and offer of assistance that is extended to employees with other illnesses. No employee who voluntarily requests help in a drug or alcohol rehabilitation program recognized by West Deptford Township will have his/her job security jeopardized provided that the employee successfully completes a rehabilitation program and maintains recovery, and is not in violation of any other section of this policy. Participation in the rehabilitation program will not be offered to an employee where such assistance is sought primarily because of imminent or probable detection of a violation of this policy by a supervisory employee.

In the event an employee who has failed to request assistance voluntarily is subject to disciplinary action for violating this policy then, depending upon the gravity of the offense, participation in a drug or alcohol rehabilitation program may be permitted in the case of a first offense if the employee is not in violation of other West Deptford Township rules, regulations or policies that would in and of themselves warrant dismissal.

Employees voluntarily seeking help for alcohol and drug related problems will be directed to a substance abuse counselor to evaluate the scope of the alcohol and/or drug problem and to determine the nature and extent of the treatment necessary. Admission to

a substance abuse treatment and/or rehabilitation facility must meet regular group medical plan procedures or will only be provided at the employee's expense.

To be eligible to receive these treatment and rehabilitation services or to be considered for return to work, the individual must cooperate fully with the directions and recommendations of the substance abuse counselor and agree to cooperate with laboratory screening for alcohol and/or drugs on a periodic and unannounced basis during a twenty-four (24) month period following the return to work. A positive test during this monitoring period will result in immediate termination of employment.

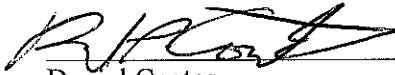
### **Confidentiality**

It is imperative that the implementation of this policy respects the rights of the employee including the issue of confidentiality. Supervisors are to restrict conversations concerning possible violations of this policy to those persons who are participating in the questioning, evaluation, investigation, or disciplinary action and who have a need to know. The results of medical examinations and laboratory screenings for alcohol and/or drugs will be treated as confidential information and will be released by West Deptford Township's personnel department to others only on a "need to know" basis.

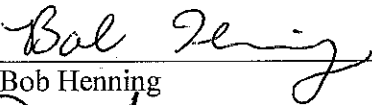
**WEST DEPTFORD TOWNSHIP PUBLIC  
WORKS NEGOTIATING COMMITTEE**



Mark Boucher




Daniel Coates



Bob Henning



Dave Ligameri



Dan Austin

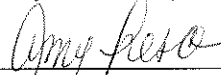
10/2/14

Date

**WEST DEPTFORD TOWNSHIP**



Ray Chintall, Mayor



Amy Leso, Township Clerk

10/9/14

Date