

MEMORANDUM OF AGREEMENT

A. Effective May 19, 2010, the Communication Workers of America, AFL-CIO (the "Union") and the Lambertville Utilities Authority (the "Authority") agree to an extension of the current collective bargaining agreement through June 30, 2013. All provisions of the current agreement shall remain in full force and effect except as modified below:

1. All holidays that fall on a Saturday or Sunday shall be celebrated on those days.
2. The present practice of combining the one-half hour morning break with the one-half hour lunch break so as to create a full one hour lunch shall be continued unless changed by mutual agreement of the parties.
3. The annual work shoe allowance will be increased to \$125.00
4. Unused sums of the annual \$400 allowance for dental and/or eyeglass expenses shall accrue to a maximum of \$1200. Any money earned from this allowance shall accrue for up to three (3) years to a maximum of \$1200. Any additional money earned for the allowance in subsequent years may be added to the accrued amount, however, the amount in the allowance can not exceed \$1200. Employees will not be paid for any unused funds left in the allowance upon separation of employment for any reason.
5. From the effective date of this contract extension through June 30, 2011 there shall be no across the board salary increases. Effective July 1, 2011 all employees shall receive a 1.5% salary increase. Effective July 1, 2012 all employees shall receive a 2% across the board salary increase.
6. If any provisions of this contract extension are determined to be in conflict with Federal or State law the parties agree to bargain over the effects of such determinations.

B. The parties agree this Memorandum of Agreement shall set no precedents for any future agreements that may be negotiated between the parties.

For the Authority:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT**  
**BETWEEN**

**LAMBERTVILLE SEWERAGE AUTHORITY**

**And**

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

**JULY 1, 2006 THROUGH JUNE 30, 2009**

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## ARTICLE I

### PREAMBLE

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

## ARTICLE II

### RECOGNITION

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

## ARTICLE III

### MANAGEMENT RIGHTS

- A. Subject to the provisions of this Agreement, the Authority reserves to itself sole jurisdiction and authority over matters of policy, and further, the Authority specifically retains the right, in accordance with but not limited to the laws of the State of New Jersey, the United States and any other relevant and applicable laws, to do at least the following.
1. To direct the employees of the Authority;
  2. To hire, assign, promote, transfer and retain employees covered by this Agreement;
  3. To demote, discharge, or take any disciplinary action for cause against employees covered by this Agreement;
  4. To make work assignments, including assignments;

5. To relieve employees from duties because of lack of work or any other legitimate reasons;
  6. To maintain the efficiency of the operations that are entrusted to it;
  7. To determine the method, means and personnel which such operations are to be conducted;
  8. To take any other lawful action, with respect to its employees, permitted;
  9. To subcontract any and/or all work being handled by members of the Union. The Authority shall notify the Union at least thirty (30) days prior to subcontracting to meet and confer regarding such and,
  10. To make any other work related assignments as required by the Executive Director or and/or the Authority Board.
- B. The Authority may adopt or change rules, regulations, responsibilities and policies with respect to the Employee and the Use of Judgment and Discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent to which the specific and express terms are in conformance with the constitution and laws of the United States and the State of New Jersey. The Union will receive copies of any changes in rules or regulations prior to the implementation.
- C. Nothing contained herein shall be construed to deny or restrict the Authority of its rights, responsibilities and authority under N.J.S.A. 40 or 40A or any other national, state, county or local laws or ordinances.

## ARTICLE IV

### MAINTENANCE OF WORK OPERATIONS

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

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

- B. The Union agrees that it will make every reasonable effort to prevent its members from participating in the strike, work stoppage, slowdown, walk-out or other activity aforementioned and that the Union will publicly disavow such action and order all members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

## ARTICLE V

### GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of the employee having the grievance to discuss the matter informally with any appropriate member of the authority.
- C. In regard to the Authority and the employees covered by this Agreement, the term "grievance" as used herein shall mean:
  - 1) a complaint or controversy arising over interpretation or application of the terms and conditions of this Agreement: or,
  - 2) a claimed violation, misinterpretation, misapplication of existing policies and/or applicable to the grievant which shall be to those matters affecting the terms of employment.
- D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety, unless any step is waived by mutual consent:

**Step 1:**

The aggrieved or the Union shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employees and the Authority's Executive Director or designee for the purpose of resolving the matter informally. Said grievance shall be in writing. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Executive Director or designee shall answer the grievance in writing within five (5) calendar days of the receipt of the grievance which shall be given to him no later than ten (10) calendar days after the grievance has occurred.

**Step 2:**

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

**Step 3:**

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

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



- d. The costs of the arbitration, other than the cost incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Union and the Authority.
- e. The time limits expressed herein shall be strictly adhered to. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed herein, then the disposition of the grievance at the last step shall be deemed to be conclusive. If a decision is not rendered within the time limits specified for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing shall prevent the parties from mutually agreeing, in writing and signed by representatives of both parties, to extend or contract the time limits for processing the grievance at any step in the procedure.

## ARTICLE VI

### PROBATIONARY PERIOD

- A. The first six (6) months of employment with the authority for all new employees shall be considered a probationary period. The Authority retains the right to extend the probationary period for an additional three (3) calendar months, with notification to the Union prior to the expiration of the initial probationary period. During the aforementioned period(s) the Authority may discharge such employee for any reason whatsoever. An employee who is discharged during his probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The authority shall have no responsibility for the re-employment of a newly engaged probationary employee if he is dismissed during his probationary period.
- B. During a probationary period, the employee will not receive any benefits that would normally accrue to a full-time permanent employee of the Authority such as sick leave, vacation days and personal days. If the employee is hired on a permanent basis, all benefits will accrue to him retroactive to his original date of employment with the Authority.
- C. During the probationary period, the new employee will be paid based on the following schedule.

1-3 months	85% of rate
After 3 months	100%

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

## ARTICLE VII

### UNION BUSINESS

- A. The Authority shall provide reasonable bulletin board space for the posting of official Union notices. No notice shall be posted which contains material of a controversial or political nature or which may conflict with the rules and regulations of the Authority. The Union agrees that it will not engage in recruitment activities during business hours.
- B. The Authority shall permit the Union one (1) hour of non-accumulated paid time per quarter for the conduct of membership meetings of the Union, so long as such membership meetings do not interfere with the normal workday. Such meetings shall be held after 3:00 P.M. and the Union will attempt to give the Executive Director at least seven (7) calendar days notice as to the scheduling of a meeting.
- C. The Authority, if it desires, reserves the first fifteen (15) minutes of the meeting above to discuss business pertinent to the Authority. The meeting shall take place at an Authority facility.

## ARTICLE VIII

### STEWARD

- A. The Authority recognized the right to the Union to designate one (1) Steward to enforce this Agreement. The Union shall furnish in writing to the Authority the name of the Steward and notify the Authority of any change.
- B. The Authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities;
  - 1. The investigation and presentation of grievances in accordance with the provisions of the Agreement, so long as it does not interfere with the employee's normal working duties;
  - 2. The transmission of such messages and information which shall originate with and be authorized by the Union, so long it does not interfere with the employee's normal working duties.

## ARTICLE IX

### PERSONNEL FILES

- A. Upon request and with no more than one (1) calendar day prior to the time for inspection, an employee shall have the opportunity to review and examine his personnel file. The Authority has the right to have such review and examination in the presence of a designated Authority official. The Authority recognizes and agrees to permit this review and examination at any reasonable time subject to above. Furthermore, said review shall be limited as follows:
1. The review shall take place between the hours of 8:00 A.M. and 2:00 P.M. on Monday through Thursday;
  2. The employee's review of his file shall be limited to no more than one half-hour.
- B. The employee will receive copies of any written reprimands, performance evaluation or work commentaries placed in the employee's file. The employee's signature, signifying knowledge of the documents, shall be requested. If the employee refuses to sign to signify knowledge of the document, the Authority will make notation of such refusal in the presence of a witness.

## ARTICLE X

### DISCRIMINATION

- A. Neither the Authority nor the Union shall discriminate against any employee by reason of race, creed, color, age, sex, religion, national origin, political affiliation or membership or non-membership in the Union.

## ARTICLE XI

### SAFETY

- A. The Authority will endeavor to do all that is necessary to maintain safe working conditions for employees during their working hours. The Authority does not hereby waive any legal defense it may have.
- B. The Authority will post a list of necessary safety equipment, tools and/or devices for all jobs maintained by the bargaining unit. Employees will be required to familiarize themselves with the necessary equipment, tools and/or

devices and properly wear/use them during working hours. Failure to properly wear/use the required equipment, tools and/or devices shall result in disciplinary action.

## ARTICLE XII

### DISCIPLINE

- A. The Authority shall not discipline any member of this bargaining unit without cause.
- B. All disciplinary action taken by the Authority will be in one or more of the following formats:
  - 1. Informal, private, or oral reprimand by the supervisor or Executive Director or designee's;
  - 2. A written memorandum of censure by the Executive Director or designee with copies to the Authority Board and employee and his personnel files;
  - 3. Suspension from duty with or without pay not to exceed five (5) working days by action of the Executive Director or designee;
  - 4. Suspension from duty without pay irrespective of time frame taken by action of the Authority Board of its designee;
  - 5. Demotion by action of the Authority Board of its designee or fine as set forth below. Demotion shall include, but not be limited to, a change in job title and/or loss of pay. A fine may be imposed as a form of restitution, in lieu of a suspension, where the employee has agreed to a fine as a disciplinary option. Said fine may be paid in a lump sum or installments, as determined by the Authority;
  - 6. Dismissal from the Authority's employ by action of the Authority Board or its designee.
- C. Nothing shall require the Authority to take disciplinary action in the order of appearance in this Article so long as the action taken is related to the severity of the offense determined to have occurred.
- D. All documents in any way connected with an employee's disciplinary history shall be placed in the employee's personnel files and may be viewed in accordance with the terms of this Agreement.

- E. An Employee who is terminated shall not be entitled to payment for any unused benefit days.
- F. The Union shall be given notification of disciplinary action within five (5) calendar days after implementation of the disciplinary action. Written notice to the Shop Steward and the President of CWA Local 1032 or designee shall constitute such notification.

### ARTICLE XIII

#### HOURS OF WORK AND OVERTIME

- A. The regular work week for all permanent full-time employees hired on or before July 21, 1992 shall be eight (8) hours a day, five (5) consecutive days per week (Monday through Friday) for a total of forty (40) hours per week, which includes a thirty (30) minute paid lunch period per day. Effective the signing of this Agreement, the normal workday for the employees shall begin no earlier than 6:00 A.M. and end no later than 6:00 P.M.
- B. The regular work week for all permanent full-time employees hired after July 21, 1992 shall be eight (8) hours a day, five (5) days per week for a total of forty (40) hours per week, which includes a thirty (30) minute paid lunch period per day. The normal workweek shall be set by the Authority. The normal workday for these employees shall begin no earlier than 6:00 A.M. and end no later than 6:00 P.M.; until the time when the LSA plant is staffed for more than one shift a day. Except in emergencies, employees shall be given a minimum of two weeks notice for all changes in work weeks and reporting times. When LSA operates more than one shift per day, this provision assigning 6:00 A.M. to 6:00 P.M. work hours ends. The remainder of this paragraph stays in force.
- C. For payroll purposes, the workweek begins on Saturday and ends on Friday.
- D. Employees shall be entitled to one (1) rest period/coffee break per day for no more than thirty (30) minutes in the morning. This break shall be counted as hours worked and the employee must not leave the Authority's premises. As for the meal period, employees must be completely relieved from duty for the purpose of eating regular meals. When the Authority determines that a task must be performed during the regular lunch period or rest period, the Authority shall require that the employees alternate their lunch periods and/or rest period in accordance with a schedule determined by the Executive Director or designee. The meal period shall last no longer than thirty (30) minutes. Only under unusual circumstances, as approved by the Executive Director or designee, may an employee forego a meal and/or rest period.

The Executive Director or designee should schedule employee's meal and rest periods (coffee break) which are compatible with workload and adequate coverage.

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

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

E3. Employees, at their discretion, shall be permitted to accumulate compensatory time at the overtime rate (1 ½ times the normal rate) in lieu of cash payment for overtime worked. Employees may accumulate a maximum of sixteen (16) hours of compensatory time, after which all overtime worked shall be compensated in cash at the overtime rate. Employees wishing to use compensatory time must request such usage at least 48 hours in advance. Use of compensatory time shall not be permitted if overtime would be generated due to the employee's use of compensatory time. In all cases, use of compensatory time is subject to approval by the Executive Director. Such approval shall not be unreasonably denied. Accumulated compensatory time not used by December 1<sup>st</sup> of each year shall be paid to the employee in cash at the overtime rate.

E4. Any time an employee leaves work for the day; and must return to work prior to his scheduled return due to an alarm or other emergency; all "hours worked" during that alarm or emergency which are outside the scheduled work day shall be paid at time and one half times the normal pay rate; even if the person does not have more than 40 "hours worked" in the pay period.

E5. The opportunity for overtime shall be offered equally as Authority needs allow by use of the following method: All employees shall be placed on a list by seniority order. Overtime shall be offered in rotation to each man. On July 1, the most senior employee shall be the first offered. Each offered may reject the opportunity. Each person offered the overtime shall be credited with the overtime for the purpose of assigning future overtime. The next overtime opportunity shall be offered starting with the next person on the list. However, if credited overtime opportunity becomes unequal, then overtime shall be offered to each employee in turn starting from the person with the least overtime opportunity and finishing with the person with the most

overtime opportunity. If all employees refuse overtime, then the Executive Director shall be allowed to assign overtime to the least senior employee. Opportunities for overtime will include employees whose shifts end prior to 4:00 PM or employees who may be on a regularly scheduled day off.

E6. When an employee hired on or before July 21, 1992 is required to work on the weekend (Saturday or Sunday's) under normal workload conditions those hours worked shall be between the hours of 6:00 A.M. and 1:00 P.M. Any employee in this group shall receive a minimum of four (4) hours of overtime pay, but no more than five (5) hours of overtime pay at one and one-half times his current wage. Normal workload is defined as performing the basic routine tasks (for example flow meter readings, pump station inspection, drawing sludge, grit removal, chlorine residuals, imhoff cone test, D.O., Ph. and temperature readings). In the event an emergency arises during an employee's weekend duty, which qualifies for overtime, the employee shall be compensated at the overtime rate for time worked in addition to the monies set forth herein for performing the normal workload. Paragraphs E-1 to E-3 take precedence over E-5. Therefore a person must have 40 "hours worked" as defined by E-1 to receive one and one half times normal pay under E-5. If he does not have 40 hours worked payment will be at the normal rate.

E7. All employees hired after July 21, 1992 who are required to work on the weekend shall work those hours as assigned by the Authority Board or designee pursuant to Section B of this Article and shall only be eligible for overtime pay pursuant to Section E (1) above

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

G. Volunteers of the Lambertville Fire Department and the Lambertville Rescue Squad called to duty during work hours shall be compensated at the normal straight time rate for all such hours until the end of the employee's scheduled shift on the day the call out occurs if at the time of the call out at least three operators are on duty.

## ARTICLE XIV

### WAGES

- A. For all employees covered by this Agreement except as noted below, they shall receive wage increases for the period in question as follows:
1. Effective July 1, 2006 to June 30, 2007  
4.0% salary increase for all employees
  2. Effective July 1, 2007 to June 30, 2008  
4.0% salary increase for all employees
  3. Effective July 1, 2008 to June 30, 2009  
4.0% salary increase for all employees
- B. Effective July 1, 1997, employees hired after January 1, 1994 shall receive the following raises as they upgrade their skills by passing the following courses or obtaining and retaining the following licenses:
1. Water & Waste Water Operator's basic licensing course: \$.35
  2. Advanced Waste Water Operator's licensing course: \$.35
  3. Advanced Collection System Operator's licensing course: \$.25
  4. S1 Sewer Plant Operator's License: \$1.00
  5. C1 Collection System Operator's License: \$1.00
  6. S2 Sewer Plant Operator's License: \$1.00
  7. C2 Collection System Operator's License: \$1.00
  8. S3 Sewer Plant Operator's License \$1.00
  9. C3 Collection System Operator's License \$1.00
  10. S4 Sewer Plant Operator's License \$1.00
  11. C4 Collection System Operator's License \$1.00
- Any raise earned through the provisions of paragraph "B" shall commence on the first Saturday after LSA has been given proof that the course is passed or license earned. Any employee completing items 1 to 5 above shall automatically be promoted to the title of Senior Operator on the first Saturday after LSA has been given proof of this achievement. An employee who has only achieved item C-1 above may be promoted to Senior Operator at the discretion of the Authority.
- C. The Authority will provide education opportunities to all S1 through 4 and C1 through 4 license holders sufficient to meet the DEP education requirements for license retention. If a person fails to retain their license(s) they will lose their increases for being licensed.
- D. Employee's required to be on call and carry a pager shall receive the weekly payments listed below. On call assignments shall be rotated weekly through the bargaining unit.



Effective 7/1/06 - \$70 per week

Effective 7/1/07 - \$75 per week

## ARTICLE XV

### HEALTH BENEFITS

- A. The Authority shall provide medical insurance in accordance with the New Jersey State Health Benefits Program (Program) to all employees who are employed with the Authority pursuant to plan requirements, except as noted below. The authority has the right to change insurance carriers at any time during the term of this Agreement so long as substantially similar benefits are provided.
- B. All full-time permanent employees are covered by the New Jersey State Health Benefits Program. The employees must be enrolled during the first 60 days of employment. The Program includes basic and extended hospital and medical-surgical benefits, as well as reimbursement for major medical expenses. For employees hired prior to July 1, 2003, the Authority shall also provide coverage for the employee's spouse and dependents as defined below. Employees hired on July 1, 2003 or thereafter who elect to receive dependent coverage must pay for the difference between the amount charged for single coverage and the dependant coverage selected by the employee.
- C. Dependents are defined as the employee's lawful spouse and unmarried children to the age of twenty-three (23) (coverage normally ends on December 31<sup>st</sup> of the year the child turns age twenty-three (23) who live with the employee in a regular parent-child relationship. Children shall include stepchildren and adopted children provided that such children are dependent upon the employee for support and maintenance.
- D. If an employee retiring between the ages of 62 and 65 and with a minimum of fifteen (15) years employment by the authority chooses to continue coverage with the New Jersey State Health Benefit Program under the "conversion" plan, the Authority will reimburse the retired employee, to age 65, for the retired employee's health insurance coverage cost only, not for the costs of dependent coverage. The retired employee will be reimbursed on a quarterly basis, concurrent with the State deduction of health benefits coverage cost from the retired employee's pension payment.
- E. A complete physical examination, with the cost covered by the Authority, shall be given to each employee at least every two (2) years, more if requested by the Authority; with a copy provided to the employee. The Authority will work with designated physician(s) to establish the guidelines for said examination.
- F. Effective July 1<sup>st</sup>, of each contract year, upon presentation of dental or eye examination bills, the Authority will reimburse the employee for said bills up to the maximums listed below:

Effective 7/1/06 - \$400 annually

## ARTICLE XVI

### HOLIDAYS

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

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day

B. Holidays may not be carried over to the following calendar year. Any employee who is required to work a holiday, under normal workload conditions, will work 5 hours at one and one-half times his current wage and this shall be in addition to his regular holiday pay, which is based upon an eight (8) hour day. Normal workload shall be defined as performing basic routine tasks (i.e. flow meter readings, pump station inspection, drawing sludge, grit removal, chlorine residuals, in-hold cone test, D.O., Ph. and temperature readings).

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

## ARTICLE XVII

### VACATIONS

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

1. If employed between January 1<sup>st</sup> and June 30<sup>th</sup>.  
5 work days
2. If employed after June 30<sup>th</sup>.  
0 work days

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

1. If employed between January 1<sup>st</sup> and June 30<sup>th</sup>.  
10 work days as of January 1<sup>st</sup>.

2. If employed between July 1<sup>st</sup> and December 31<sup>st</sup>.  
5 work days as of January 1<sup>st</sup>.  
5 work days as of the anniversary of hire.

All employees are eligible for vacation on January 1<sup>st</sup> in the third calendar year and after as follows:

1. One (1) year through the completion of five (5) years of service:  
10 work days
2. From the start of the sixth (6) year of service through the completion of the tenth (10<sup>th</sup>) year of service.  
15 work days
3. From the start of the eleventh (11<sup>th</sup>) year of service through the completion of the twentieth (20<sup>th</sup>) year of service.  
20 work days
4. From the start of the twenty-first (21<sup>st</sup>) year of service and thereafter  
25 work days

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

- B. A blank calendar for the purpose of planning a vacation schedule shall be posted by the Authority on January 2<sup>nd</sup> of each year on the Authority's bulletin board and shall remain posted until January 30<sup>th</sup> for employees to select their vacations for the period of January 1<sup>st</sup> through December 31<sup>st</sup>. In preparing the vacation schedule, the Authority will approve vacations on the basis of the seniority with each person choosing two (2) weeks in turn until all employees have chosen. After January 30<sup>th</sup>, vacation sign-up shall be on a first come/first served basis. Employees with four (4) or more weeks vacation must take at least one (1) week prior to June 1<sup>st</sup> of each year or after September 15<sup>th</sup> or both. The Executive Director or designee shall, in any event, have the right to schedule vacation(s) so as to obtain the manpower necessary to maintain adequate coverage during the vacation period. An employee shall have his vacation determined at the discretion of the Executive Director.
- C. An employee, with prior approval of the Executive Director or his designee, may use a single day or two (2) days against his vacation time.
- D. Only two employees shall be permitted to take a day off (excluding unexcused absences/sick leave) at one time. This is in consideration of the limited manpower to handle the workload properly and safely.

- E. Should the employee's vacation time include a paid holiday, the employee will be permitted to take an additional day at a mutually convenient time approved by the Executive Director or designee.
- F. Employees shall endeavor to make advance arrangements with their co-workers and advise the Executive Director of such, to cover the employee's weekend, and/or holiday hours when requesting time off, when the schedule requires that the employee work on the weekend or holiday during and/or immediately before and/or after the requested vacation time. Should any employee be unable to make arrangements with the employee's co-workers to cover the weekend and/or holiday, the Executive Director will assign an employee to work the weekend and/or holiday in question.
- G. An employee who is unable to take vacation because of an absence caused by disability or worker's compensation may be permitted to carryover vacation into the next calendar year. Said vacation must be taken, if carried over, in the following year.
- H. Only employees who retire with at least twenty (20) years of service with the Authority or who die while actively employed with the Authority shall be entitled to receive vacation pay for earned vacation time not taken in the year of retirement or death.

## ARTICLE XVIII

### SICK LEAVE

- A. Effective July 1, 2000, all permanent full-time employees who have completed six (6) months of service are eligible for 10 sick days each calendar year of the contract. Salary is not paid for any absence incurred during the first six (6) months of service. A permanent full time employee who exceeds his accumulated days of sick days during a calendar year will be placed on no-pay status.
- B. Sick leave may only be used for personal illness, injury or medical treatment; the care of a member of the employee's immediate family or any relative living in the employee's immediate household; and appointments with licensed medical practitioners for the individuals named above.
- C. The Authority reserves the right to require an employee to provide medical documentation to substantiate an absence from post or duty at anytime if conditions warrant. The Authority also reserves the right to send an employee to a physician of its choosing to examine or report on the condition of the patient to the Executive Director or designee; the Authority shall pay for said visit(s). If the suspected period of illness or disability of the employee is for an extended period of time, the Executive Director or designee will require updates on the condition

of the patient, at least weekly, from the employee's attending physician and/or the Authority's designated physician.

- D. No employee shall be allowed to work and endanger the health and well-being of other employees or himself. The Executive Director may direct the employee to the Authority designated physician for an opinion as to the employee(s) fitness for work, at the expense of the Authority.
- E. Sick leave with pay shall not be allowed under the following conditions:
  - 1. When, in the opinion of the Authority's designated physician, the disability or illness is not of a sufficient severity to justify the employee's absence from duty subject to the provision of Paragraph "E" of this Agreement:
  - 2. When an employee does not report to the Authority's physician after being requested to do so.
- F. The recommendation of the Authority's designated physician, as well as those of the attending physician, as to the justifications for the absence from duty on account of disability or of the fitness of the employee to return to duty, shall be considered by the Executive Director in determining whether or not to reinstate the employee in question. The Executive director reserve the right in such cases where there is a difference of professional opinion between the Authority's physician and the employee's personal physician to require the employee to submit to an examination by a third doctor, at the expense of the Authority.
- G. In charging the employee with a sick leave absence, the smallest unit to be considered is one-half day.
- H. If the employee is absent from work for reasons that entitle him to a sick day, the Executive Director or his designee shall be notified as early as possible, but no later than one-half hour prior to the start of the scheduled work shift from which the employee is absent. Failure to so notify the Executive Director or his designee may be cause for denial of a sick pay for that absence. An employee who is absent for two (2) consecutive days or more and does not notify the Executive Director or designee of either of the first two (2) days shall be subject to disciplinary action.
- I. An employee who is absent for a period of five (5) consecutive working days and does not notify the Executive director or his designee shall be determined to have abandoned his position and shall be considered terminated.
- J. Cumulative Sick Leave – all sick time shall be cumulative from year to year. Any sick time not used in the year earned will be credited to the employee for use at any future date.

- K. Cumulative Sick Leave Buy-back – if an employee has accumulated sick time at the time he retires or at the time LSA lays him off due to force reduction, then LSA shall give the employee a lump sum payment for the accumulated sick time. The payment shall be two hours pay at the employees current pay rate for every half-day accumulated sick time. However, under no circumstance shall that payment exceed \$5000.00. If an employee quits LSA or is terminated for cause, all accumulated sick time is lost.
- L. Employees, when sick, shall be responsible for notifying the Authority as to their place of confinement or any subsequent change in their place of confinement. If an employee is unable to report such confinement or change of confinement, a relative or other responsible person shall advise the Authority as to their place of confinement or any subsequent change in their place of confinement.
- M. Abuse of sick time shall be cause for disciplinary action.
- N. An employee under this Article shall not engage in any other employment activity, either with the Authority or with another employer while on sick leave. Any employee who is found to be engaged in employment with any other employer will be subject to suspension of sick benefits and immediate termination.
- O. Effective January 1, 1994, if an employee with five years or more continuous service with the Authority shall be required to continue his absence as defined in Section A of this Article, and the Authority designated physician's prognosis is that the employee will return to his regular duties within the time period granted, his sick leave may be extended by a decision of the Authority Board not to exceed three (3) months.

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

## ARTICLE XIX

### PERSONAL DAYS

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

- B. Applicants for personal days must be in writing and must contain the reasons for such leave and be submitted to the Executive Director or designee at least forty-eight (48) hours in advance. However, if an emergency should arise in which the necessity for a personal day occurs with less than forty-eight (48) hours available notice, the Executive Director may grant such request so long as such request does not interfere with the normal and efficient operation of the Authority. Emergency shall be defined as the necessity to take time off for a non-recreational reason, which would not have been foreseen by the employee within forty-eight (48) hours of its occurrence.

## ARTICLE XX

### BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of funeral, whichever the employee chooses, but in no event shall said leave exceed four (4) consecutive calendar days. The employer may extend the leave to a total maximum of ten (10) consecutive working days, as approved by the Executive Director. Said extension must consist of the use of personal and/or vacation leave. Verification of the event may be required by the Authority.
- B. The immediate family shall be defined to include spouse, children, grandchildren, parent, sibling, in-laws of the employee and subject to the approval of the Executive Director, any dependents of the employee actually residing in the employee's residence at the time of death.
- C. An employee may make a request to the Executive Director or designee for time off to attend a funeral separate and distinct from that set under this Article. Such requests, if granted by the Executive Director or designee, shall be charged to the employee as an unpaid day, or at the employee's choice, charged against personal or vacation leave.

## ARTICLE XXI

### LEAVE OF ABSENCE

#### A. Military Leave

1. Permanent employees who are called to active duty with the military or naval service in wartime emergency shall be granted a leave of absence for a period of such service and one (1) week thereafter. In case of service-connected illness, which prevents the employee from returning to his employment, such leave may be extended until thirty-one (31) days after recovery, but not beyond the expiration of one (1) year after the employee's date of discharge.
2. An employee who voluntarily continues in the military service beyond the time when he may be released or who voluntarily re-enters the military service or who accepts a regular commission shall be considered as having abandoned his employment and therefore resigned.
3. An employee on probationary status who enters upon active duty with the armed forces or who enlists in a reserve component of the armed forces of the United States, or is otherwise required to perform an initial period of active duty for training, shall be recorded as having resigned his position.
4. A permanent full time employee who is a member of the National Guard or navel militia or a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay less then the pay provided by the Armed Forces of the United States or the states of New Jersey or Pennsylvania, where applicable for such period as provided by law. The Authority further agrees to allow the necessary time for any employee in the reserves to perform the duties required when called without impairment of said employee's seniority rights.

#### B. Jury Duty

1. An employee who is called for jury duty shall be paid eight (8) hours straight time for scheduled working time lost, less juror's pay.
2. When an employee receives notice of jury duty, he shall immediately advise the Executive Director or designee, who in



turn shall notify personnel so that the required deduction of juror's pay can be made from regular pay.

3. Any employee called for jury duty shall be required to return to work when not actively serving on or when released prior to noontime.
- C. An employee failing to return at the end of any leave in this Article will be considered to have resigned as of the last day of work prior to the granting of the leave. No leave shall be extended unless such extension request is made in writing, supported by proper documentation, and approved by the Authority's Board.

## ARTICLE XXII

### PERSONAL PROTECTION EQUIPMENT

- A. **Safety Glasses** - Effective July 1, 1997, Lambertville Sewerage Authority will add a safety glasses program to its eye protection program. Lambertville Sewerage Authority will reimburse each employee for the purchase of safety glasses with side shields. The reimbursement will be up to \$40 per pair for non-prescription lenses and up to \$110 for prescription lenses. After initial purchase, LSA will reimburse each employee at the amounts above when said employee turns in the old pair because they are damaged or need a new prescription. LSA will not replace lost glasses. LSA will not provide more than one pair a year per person. When the prescription changes, the old frames are to be reused if possible.

LSA safety glasses are not to be taken home, but are exclusively for use on the job. Effective July 1, 1997, in those areas designated in writing as "glasses required", and for those tasks designated as "glasses required", all employees shall wear their safety glasses or goggles. Failure to do so shall constitute a violation of the safety program and the offender will be subject to appropriate disciplinary action.

- B. **Coveralls** - The Authority shall issue one (1) pair of winter coveralls per employee prior to the winter season (1995-1996). The Authority shall agree to replace the coveralls on an as needed basis, with an employee entitled to no more than (1) additional pair of coveralls per contract year for purpose of replacement only, after return of the damaged item and review of such by the Executive Director. Any individual who wishes to obtain replacement coveralls above and beyond the one (1) pair stated above shall pay the cost for such out of his/her own pocket.

- C. **Safety Shoes** – The Authority will provide a \$75.00 reimbursement (after submission of a properly executed and documented voucher) for safety shoes to each operator. Operators will purchase their safety shoes. These shoes will be kept at the plant and will not be worn when employees are off duty. Operators will be required to purchase their first pair of safety shoes within 30 days of the adoption of this policy. They will be entitled to subsequent pairs when they turn in the current pair in a worn out or damaged condition. If the current pair is worn or damaged, the Authority may opt to have them repaired at Authority expense.

## ARTICLE XXIII

### RECORD KEEPING

- A. All employees are required to complete a time card when they arrive for work, when they begin and return for a meal period when they complete work at the end of the day. The recording on the time card must be complete in pen or through the use of a time clock. Time cards must be signed by the employee, the supervisor, if applicable, and Executive Director and include the total number of hours actually worked each week. The employee's signatures certifies that the "actual hours worked as shown are correct" and the other signatures indicate that the hours worked have been verified. If the employee(s) are required to punch a time clock, the employee and only the employee must punch the time clock in accordance with the requirements of this Article.
- B. All incidents of absence or tardiness must be explained on the time card in the space provided for this purpose. A time card will not be accepted as complete unless it accounts for all scheduled working days.

## ARTICLE XXIV

### PERFORMANCE APPRAISAL

- A. The Authority shall continue to evaluate an employee's performance pursuant to conditions established by the Authority, at least on a semi-annual basis, in writing on a form generated by the Authority. Said evaluations shall be used in such instances as discipline and promotions. If the employee refuses to sign the appraisal, the Authority shall acknowledge on the appraisal that the employee refused to sign.

## ARTICLE XXV

### SENIORITY, LAYOFF AND RECALL

- A. The Authority shall establish and maintain a seniority list which contains the names and dates of employment of its covered employees with the employee with the longest length of continuous and uninterrupted service to be placed on top of said seniority list. The names of all employees with shorter continuous service shall follow the name of such senior employee, in order, until the names of the employee with the shortest length of continuous service appears at the end of the list. The seniority of each employee shall date from the employee's date of last hiring with the Authority. A newly hired full-time employee shall be considered without seniority until becoming permanent, following the successful completion of the probationary period, as defined in Article VI.
- B. Seniority will be given preference, if qualifications are equal, in any transfers, layoff or recall.
- C. In the event of a reduction in the number of persons in a job classification or the abolishment of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay, and, secondly into a classification carrying a lesser rate of pay. However, no employee may bump into another classification of pay unless the employee is qualified to perform the duties of the position in question.
- D. Notice of any impending layoff shall be served upon affected employee(s) and the Union no later than twenty-one (21) calendar days prior to such layoff becoming effective.
- E. An employee's seniority shall cease under the following conditions:
1. Resignation or termination of the employee's employment for cause;
  2. Failure of the employee to report to work no later than regular shift beginning on the seventh (7<sup>th</sup>) calendar day following the date of accompanying the notice mailed by certified mail to the employee's last known address as contained in the Authority's file; and/or;
  3. Layoff of the employee more than twelve (12) consecutive months.

## ARTICLE XXVI

### AGENCY SHOP AND DUES CHECK OFF

#### A. Agency Shop

1. **Representation Fee** – The Authority agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the Authority.
2. **Computation of Fair Share Fee** – The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eight-five (85%) percent of the regular membership fee, dues and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Authority.
3. **Challenging Assessment Procedure** – The Union agrees that it has established a procedure which a non-member employee(s) in the unit can challenge the assessment, as set forth in N.J.S.A. 34:13A-5.6. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Authority pending final resolution of the challenge.
4. **Deduction of Fee**- No fee shall be deducted for any employee sooner than:
  - a. Thirtieth (30<sup>th</sup>) day following the notice of the amount of the fair share fee;
  - b. Satisfactory completion of a probationary period;
  - c. The tenth (10<sup>th</sup>) day following the beginning of employment or employees entering into work in the bargaining unit for re-employment lists.

5. **Payment of Fee** – The Authority shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this agreement.
  6. **Union Responsibility** – The Union assumes the responsibility for acquainting its members, as well as other employees effective with the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance on fair share information furnished by the Union or representatives.
- B. **Dues Check Off** – Payoff deduction for dues to the Union from members who are employees of the Authority covered by this Agreement shall be made by the Authority by the Union of notification from said employee authorizing the deduction of dues from their pay. The appropriate authority official shall forward said dues deduction to the Union at regular intervals. Employee shall have the authority to withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the authority. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1<sup>st</sup> or July 1<sup>st</sup> next succeeding the date on which notice of withdrawal is filed. The Union shall indemnify, defend and save the Authority harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted.
- C. Dues and/or agency shop fees shall be remitted by the Authority to:

**Local Treasurer, CWA Local 1032  
67 Scotch Road  
Ewing, N.J. 08628**

## ARTICLE XXVII

### ALCOHOL/DRUG FREE WORK PLACE POLICY

The Authority recognizes a need to provide a specific and comprehensive policy and program to ensure an Alcohol/Drug Free Workplace to all employees of the Authority. Said policy conforms to the Drug-Free Work place Act of 1988 (P.L. 100-690 Title V, Subtitle D) and the Department of Transportation Work Place Drug and Alcohol Testing Program Rules, 49 CFR Parts 40, 653 and 654.

The Authority recognizes that the unlawful use, manufacture and distribution of controlled substances or unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees of the Authority, as well as those employed by contractors and grantees directly engaged in the performance of work under grants administered by or through the Authority or pursuant to a contract with the Authority. The Authority further recognized that physical or mental impairment, by the misuse or abuse of alcohol, can be detrimental and as hazardous as drugs in the work place.

In order to provide an alcohol/drug free work place and atmosphere at every level of Authority employment, this policy establishes the rules, regulations, procedures and penalties for violations thereof.

### DEFINITIONS

For the purposes of this policy, the following terms shall have the meanings set forth below unless otherwise specified herein:

1. **"Accident"** means an occurrence associated with the operation of a vehicle, where: (1) the vehicle(s) involved incurs disabling damage and is towed away from the scene; (2) an individual dies; or (3) an individual suffers a bodily injury requiring immediate medical treatment away from the scene.
2. **"Alcohol"** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.
3. **"Alcohol Use"** means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.
4. **"Alcohol/Drug-Free Workplace"** means any work site or office building, or designated work location in which the employees of the Authority are engaged to perform their respective jobs, or any employee of a grantee of any grant or any employee of a contractor is directly engaged in the performance of work pursuant to the provisions of the grant administered by or through the Authority or pursuant to the contract with the Authority. **"Alcohol/Drug-Free"**, as hereinafter used, shall include the meaning "free from alcohol/drug use, misuse or abuse".

5. **“Commercial Motor Vehicle (CMV)”** means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
  - a. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;
  - b. Has a gross vehicle weight rating of 26,001 or more pounds.
  - c. Is designed to transport 16 or more passengers including the driver or;
  - d. Is of any size and is used in the transportation of materials found to be hazardous for the purpose of the HazMat Transportation Act and which requires the motor vehicle to be placarded under the Haz-Mat Regulations (49 CFR Part 172, Subpart F).
6. **“Commercial Motor Vehicle Operator”** means any person who, pursuant to law, is required to possess a Commercial Driver’s License (CDL) in the performance of his/her duties.
7. **“Conviction”** means a finding of guilt or a pleading of guilt or no contest or the imposition of a sentence, or both by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug/alcohol statutes.
8. **“Authority”** means the Lambertville Sewerage Authority.
9. **“Drug (Controlled Substances)”** includes, but is not limited to, marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).
10. **“Employee”** means a person, including a volunteer or transferee, employed in a safety-sensitive function. For the purposes of pre-employment testing, the term **“employee”** includes any person applying for a position requiring the performance of safety-sensitive functions.
11. **“Medical Review Officer”** means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Authority’s drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information.
12. **“Moving Violation”** means any violation of State or local law, which results in the issuance of a police summons which is directly related to the movement of the vehicle.

13. **“Refuse to submit”** (to an alcohol or drug test) means that an employee fails to provide adequate breath for alcohol testing or to provide a urine sample without a valid medical explanation after he or she has received notice of the requirement to be tested in accordance with the provisions of this policy, or engages in conduct that clearly obstructs the testing process.
14. **“Safety-Sensitive Position (Function)”** means a position which can be potentially dangerous to the health and safety of Authority employees, property, or members of the general public. Such positions shall include, but not be limited to, anyone operating, maintaining, repairing or controlling dispatch or movement of an Authority vehicle or motorized equipment or machinery.

**B. Overview:**

1. This policy is intended to provide guidance to employees of the Authority, and for more detailed information interested parties should review the federal regulations located at 49 CFR Parts 40, 653 and 654. The Executive Director of the Authority is hereby designated to answer any questions concerning this policy.
2. Any drug/alcohol use or abuse which renders an employee unfit for his/her work assignment, or as a result of which the employee cannot satisfactorily perform his/her occupational duties, whether such alcohol/drug use or abuse was at or outside of the workplace, may be grounds for disciplinary action. Any employee who is intoxicated or under the influence of alcohol or drugs at the workplace during work hours may be immediately suspended and subject to termination, in accordance with the New Jersey Administrative Code, Title 4A (Personnel).
3. Any employee required to perform a safety-sensitive function shall not report for, and shall not remain on duty while having an alcohol concentration of 0.02 or greater or using or having used a controlled substance. Any supervisor having actual knowledge that an employee has such an alcohol concentration or has used a controlled substance which may impair his/her ability to operate a vehicle, shall not permit the employee to perform or continue to perform safety-sensitive functions and shall report the occurrence to the Executive Director or may be subject to disciplinary action.



4. Any employee holding a Commercial Driver's License shall not possess medication, food, or alcohol containing products regardless of alcohol content which is not specifically manifested to be on the vehicle. Any supervisor having actual knowledge that such an employee possess same shall not permit him/her to perform or continue to perform the safety-sensitive function and shall report the occurrence to the Executive Director or may be subject to disciplinary action.
5. Any employee holding a Commercial Driver's License shall not possess any controlled substance or product containing a controlled substance not specifically manifested to be on the vehicle. Any supervisor having actual knowledge that such an employee possesses same shall not permit him/her to perform or continue to perform the safety-sensitive function and shall report the occurrence to the Executive Director or may be subject to disciplinary action.
6. No employee shall use alcohol while performing safety-sensitive functions. Any supervisor having actual knowledge that an employee is using alcohol while performing safety-sensitive functions shall not permit the employee to perform or continue to perform safety-sensitive functions and shall contact the Executive Director or may be subject to disciplinary action.
7. If an employee is required to take a prescription medication pursuant to the instruction of a licensed physician he/she shall provide documentation of same, which effectually states that the medication does not adversely affect the ability of the employee to safely perform a safety-sensitive function. This documentation shall be presented to the Executive Director.
8. No employee shall use alcohol within the four (4) hours preceding the performance of safety-sensitive functions. Any supervisor having actual knowledge that an employee has used alcohol within (4) hours shall not permit the employee to perform or continue to perform safety-sensitive functions and shall contact the Executive Director or may be subject to disciplinary action.
9. Employees shall not refuse to any alcohol and/or controlled substance test as required by this policy.

10. Testing will be conducted in compliance with current medical practices and in accordance with all applicable Federal and State guidelines, including but not limited to the regulations set forth in 49 CFR Parts 40, 653 and 654. The Authority will provide a testing site at which authorized personnel will properly obtain the samples and forward them to a NIDA (National Institute of Drug Abuse) certified drug-testing laboratory. The testing site will also provide a trained and certified BAT (Breath Analysis Technician) for all alcohol testing. All drug-testing results will be forwarded to a MRO (Medical Review Officer) who has extensive training on drugs and drug abuse. He/she shall interpret the test and certify all results.
11. All persons who supervise safety-sensitive employees affected by this policy shall undergo a minimum of two (2) hours of training. The training shall immediately include 60 minutes of detecting and recognizing the physical, behavioral, speech and performance indicators of probable alcohol misuse, particularly those associated with lower concentrations of alcohol and 60 minutes of related training for the detection and recognition of controlled substance use, namely, the physical, behavioral and performance indicators of probable drug use.

**C. Pre-Employment:**

1. All applicants for employment in safety-sensitive positions are required to submit to a urinalysis for controlled substances during the required physical. The Authority will notify the applicant of the result of any test(s) that is positive for any substance included in the procedure. A copy of the test result will be given only to applicants who appear in person and sign a release within sixty (60) days of being notified of the disposition of the employment application.
2. The Authority shall not permit any employee to perform safety-sensitive functions unless the employee has been administered a pre-employment controlled substance test with a verified negative result.
3. Any applicants who test positive for controlled substances as outlined above shall be precluded from employment with the Authority.

**D. Transfers:**

Current employee transferring from one position to another with the former not including a safety-sensitive function shall undergo a pre-duty controlled substance test with a verified negative test result prior to beginning the new function.

**E. Post-Accident Testing:**

1. In the event of an accident involving a vehicle operated by a covered employee, the employee shall be required to undergo testing for alcohol and controlled substance use if:
  - a. any person is fatally injured; or
  - b. the employee performing the safety-sensitive function is issued a summons for a moving violation.
2. The employee(s) in the vehicle(s) must notify his/her/their Supervisor(s) and/or Executive Director of the accident. The Supervisor shall in turn inform the Executive Director.
3. In the event of an accident occurring as described above, the employee(s) shall remain at the scene if able or shall remain readily available to undergo testing for alcohol and controlled substance use.
4. In the event of an accident involving a vehicle operated by a covered employee and a loss of human life, each surviving covered employee on duty in the vehicle(s) at the time of the accident shall be required to undergo testing for alcohol and controlled substance use. Any other covered employee whose performance could have contributed to the accident, as determined by the Authority, including but not limited to maintenance personnel and dispatchers associated with the vehicle(s) involved in the accident, shall also be required to undergo testing for alcohol and controlled substance use.
5. In the event of an accident involving a vehicle operated by a covered employee where there is no loss of human life, each covered employee on duty in the vehicle(s) at the time of the accident who received a summons under State or local law for a moving traffic violation arising from the accident shall be required to undergo testing for alcohol and controlled substance use. Any other covered employee whose performance could have contributed to the accident, as determined by the Authority, including but not limited to maintenance personnel and dispatchers associated with the vehicle(s) involved in the accident,

shall also be required to undergo testing for alcohol and controlled substance use.

6. Any employee subject to post-accident testing as required by this Section who fails to remain readily available for such testing, including notifying his/her Supervisor and/or the Executive Director of his/her location if he/she leaves the scene of the accident prior to submission to such tests, shall be deemed to have refused to submit to breath alcohol/controlled substance testing. Such a refusal shall be treated by the Authority in the same manner as if the employee has an alcohol test result of 0.04 or greater or a verified positive test result for controlled substance use.
7. Any employee who is required to take a post accident alcohol test shall not use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.
8. All alcohol testing required by this section shall be performed by the Authority or its authorized agent as soon as practicable following an accident, but no more than eight (8) hours after the time of the accident. The time of the accident shall be determined by the hour utilized on the New Jersey Police Accident Report.
9. If an alcohol test required by this section is not administered within two (2) hours following the accident, the Executive Director shall prepare and maintain on file a report stating the reasons the test was not promptly administered. If an alcohol test required by this section is not administered within eight (8) hours following the accident, the Authority shall cease attempts to administer same and the Executive Director shall maintain the above referenced report.
10. All controlled substance testing required by this Section shall be performed by the Authority or its authorized agent as soon as practicable following an accident, but no more than thirty-two (32) hours following the accident. If a controlled substance test required by this Section is not administered within thirty-two (32) hours following the accident, the Authority shall cease attempts to administer same and the Executive Director shall prepare and maintain on file, a report stating the reasons the test was not promptly administered.
11. Law Enforcement Agencies with the Authority to do so may perform the alcohol/controlled substance testing required by this Section, provided that it is performed to compliance with United States Department of Transportation requirements. The employee for who the tests are conducted shall be required to obtain the results and forward them to the Executive Director.

#### **F. Random Testing:**

1. The Authority shall annually and randomly test a minimum of twenty-five (25%) of its affected employees for alcohol and a minimum of fifty percent (50%) of its affected employees for controlled substances. The total number of employees subject to this unannounced testing shall be based upon the total number of affected employees. The dates for administering random test shall be spread reasonable throughout the calendar year.
2. A covered employee may only be randomly tested for alcohol usage while he/she is performing safety-sensitive functions, just before performing safety-sensitive functions or just after performing safety-sensitive functions.
3. A covered employee may be tested for controlled substance use at any time during normal working hours.
4. The selection of employees for random alcohol and controlled substances testing shall be completed by a computer-generated system. Once selected to undergo testing, the employee's name will be re-entered into the system for the next round of testing for the next round of testing announcements. This ensures that each covered employee has an equal chance of being tested at least once annually without eliminates. The desired effect, therefore, is that an employee may not be selected at all during the course of the year or he/she may be picked several times.
5. Upon the selection of an employee for random alcohol or controlled substances testing, the Executive Director shall advise the employee to report immediately and directly to the testing site. In the event that the selected employee is performing a safety-sensitive function consistent with safety and proceed to the testing site as soon as possible.
6. In the event that an employee is off from work due to illness, injury, or vacation, his/her name shall be skipped and maintained on file and the next person's name on the list shall be selected and tested.

#### **G. Reasonable Suspicion Testing:**

1. When a trained supervisor has reasonable suspicion to believe that a covered employee may be under the influence of alcohol or a controlled substance, he/she shall contact the Executive Director immediately to report the occurrence.

2. Reasonable suspicion testing for alcohol is permitted only where the observation resulting in a reasonable suspicion determination are made during, just proceeding or just after the period of the work day that the covered employee is required to comply with the requirements set forth in this Policy concerning alcohol use. The determination that reasonable suspicion exists to require the covered employee to undergo an alcohol and/or a controlled substance test shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, and speech or body odors of the employee. The Authority may require a covered employee to undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions, or just after the employee has ceased performing such functions. The supervisor who makes the determination that reasonable suspicion exists shall not conduct the breath alcohol test on that employee.
3. Alcohol testing, as authorized by this Section, shall be conducted within two (2), but not more than eight (8) hours after the reasonable suspicion determination has been made by the supervisor. If the required testing is not performed with the two (2) hour time period, a report shall be prepared and maintained by the employee's supervisor indicating the reason(s) for not promptly administering same. In the event that an alcohol test required by this Section is not administered within eight (8) hours following the reasonable suspicion determination, the supervisor and the Authority shall cease attempts to administer a test and state in the report the reasons for not administering the required test.
4. The required observation reports must be received by the Executive Director within twenty-four hours of said observation.
5. Whether or not a reasonable suspicion alcohol test is performed under this Section, a covered employee shall not report for duty or remain on duty requiring the performance of safety-sensitive functions while the employee is under the influence of or impaired by alcohol, as shown by observations of the employee's behavior, speech, or performance. The employee shall not perform or continue to perform safety sensitive functions until:
  - a. an alcohol test is administered and the employee's alcohol concentration measures less than 0.02; or
  - b. the start of the employee's next regularly scheduled duty period, but not less than eight (8) hours following the reasonable suspicion determination.

6. Controlled substance testing must be performed, as authorized by this section, within thirty-two (32) hours of the observation of the supervisor. If testing is not performed within the thirty-two (32) hour time period, a report shall be prepared by the employee's supervisor indicating the reason(s) for not promptly administering same. In the event that a controlled substance test required by this Section is not administered within thirty-two (32) hours of the observation, the supervisor and the Authority shall cease attempts to administer a test. Under this type of testing employees will not be permitted to perform safety-sensitive functions, pending the outcome of the tests.

#### **H. Return to Duty Testing:**

1. Prior to returning to duty requiring the performance of a safety-sensitive function, a covered employee who was determined to have engaged in alcohol use prohibited by this Policy, notwithstanding any discipline that may have been imposed, shall undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and, if recommended by the Substance Abuse Professional (SAP), a controlled substance test with a verified negative result.
2. Prior to returning to duty requiring the performance of a safety-sensitive function, a covered employee who was determined to have engaged in alcohol use prohibited by this Policy shall be evaluated by a SAP to determine that the employee was properly followed by prescribed rehabilitation program.
3. Prior to returning to duty requiring the performance of a safety-sensitive function, a covered employee who refuse to submit to a drug test or has a verified positive drug test result;
  - a. shall be evaluated by a SAP to determine whether the employee has properly followed the SAP's recommendations, including participation in any rehabilitation program;
  - b. shall take a return to duty test with a verified negative result; and
  - c. may be subject to disciplinary action in accordance with N.J.A.C. Title 4A.
4. If recommended by the SAP, a covered employee who refused to submit to a drug test or has a verified positive drug test result shall be required to take a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

**I. Follow Up Testing:**

1. Any employee who has required referral, evaluation, and/or treatment by a Substance Abuse Professional (SAP) for alcohol/controlled substance use shall be subject to unannounced follow-up testing as directed by the SAP and/or at the discretion of the Authority.
2. The employee shall be subject to a minimum of six (6) unannounced alcohol and/or controlled substance tests during the first twelve (12) months of return to duty. If so indicated by the SAP, the follow-up testing may continue for up to sixty (60) months.
3. Follow-up testing for alcohol use as required by this Section shall be conducted when the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. Follow-up testing for controlled substance use as required by this Section shall be conducted at any time during normal work hours.
4. The SAP provide the Authority with written notification as to the follow-up testing required to be conducted on any employee pursuant to this Section.
5. All follow-up testing required by the SAP in accordance with this Section shall be paid for by the employee.

**J. Penalties For Violation of Policy:**

**1. Alcohol Possession, Use and Testing**

- a. Any employee found to be in possession of alcohol or any alcohol-containing product shall immediately be removed without pay from the performance of safety-sensitive functions until the next scheduled work period providing eight (8) hours have elapsed. Other appropriate disciplinary action may be imposed consistent with the Authority Employee Manual and N.J.A.C. Title 4A, including but not limited to removal effective from the date of suspension.
- b. The testing for alcohol includes a two-tiered system of consequences for violations of this Policy.



- (1) If an employee breath test indicated an alcohol concentration of 0.02 or greater but less than 0.04, the employee shall be removed without pay from the performance of safety-sensitive functions until the next scheduled work period providing twenty-four (24) hours have elapsed from the administration of the test or a re-test indicates the alcohol concentration has fallen below 0.02.
- (2) If an employee breath test indicates an alcohol concentration of 0.04 or greater, the employee shall be removed without pay from the performance of safety-sensitive functions until evaluated, treated if required by a Substance Abuse Professional, and re-tested with a result below 0.02.
- (3) The penalty for refusing to submit to alcohol testing required by this Policy and U.S. Department of Transportation requirements shall include removal from safety-sensitive functions without pay, treatment as if tested at 0.04, and a return to duty test with a result of less than 0.02.
- (4) Other appropriate disciplinary action may be imposed consistent with the Authority Employee Manual and N.J.A.C. Title 4A, including but not limited to removal effective from the date of suspension.

## **2. Controlled Substances Possession, Use, and Testing:**

- a. Any employee found to be in possession of a controlled substance or product containing a controlled substance in violation of Federal or State law or this Policy shall be immediately removed without pay from the performance of safety-sensitive functions until the next scheduled work period providing thirty-two (32) hours have elapsed. Other appropriate disciplinary action may be imposed consistent with the Authority Employee Manual and N.J.A.C. Title 4A, including but not limited to removal effective from the date of suspension.

- b. The testing for controlled substance use shall be conducted by the Authority's authorized agent pursuant to Federal Regulation 49 CFR Part 40 and as outlined in this Policy.
- c. Testing required by this Policy shall consist of the providing of a urine sample by the employee which will be split into two separate units.

If an employee tests positive for controlled substance use, he/she shall be removed from safety-sensitive functions without pay and have an opportunity of the second sample to be tested by a second laboratory of his/her choice and at his/her expense. See Section Q of this Policy.

If the second sample verifies the positive test of the first, the employee shall be required to undergo evaluation, treatment if required by the Substance Abuse Professional, a return to duty test indicating a negative test result and, if recommended by the Substance Abuse Professional, a return to duty test indicating a negative test result and, if recommended by the Substance Abuse Professional, a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

Other appropriate disciplinary action may be imposed consistent with the Authority Employee Manual and N.J.A.C. Title 4A, including but not limited to removal effective from the date of suspension.

#### **K. Confidentiality:**

1. Except as required by law or expressly authorized or required by the U.S. Department of Transportation, the Authority shall not release employee information contained in records required to be maintained under 49 CFR Sections 653.71 and 654.51.
2. Any affected employee may request in writing copies of any written records pertaining to his/her own use of alcohol and/or controlled substances, including any records pertaining to his/her alcohol or controlled substances tests. A fee may be charged consistent with Authority policy.

3. Employee alcohol and controlled substance records shall be made available to a subsequent employer upon receipt of written authorization from an employee. Disclosure by the subsequent employer is permitted only as expressly authorized by the terms of the employee's request. A fee may be charged consistent with Authority policy.
4. The Authority may disclose information required to be maintained under 49 CFR Section 653.71 and 654.51 pertaining to an employee to the employee or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or controlled substance test administered under this Policy, or from the Authority's determination that the employee engaged in conduct prohibited by this Policy (including, but not limited to, a worker's compensation, unemployment compensation or other proceeding relating to a benefit sought by the employee). A fee may be charged for the disclosure of such records, consistent with Authority Policy.
5. The Authority shall release for a fee consistent with Authority Policy information regarding an employee's records as directed by the specific, written consent of the employee authorizing release of the information to an identified person. Release of such information by the person receiving same is permitted only in accordance with the terms of the employee's consent.

**L. Employee Assistance Program:**

1. The Employee Assistance Program (EAP) is available to assist all employees with drug/alcohol counseling. If you need further information regarding the EAP, contact the Executive Director.

**M. Referral, Evaluation and Treatment:**

1. An employee who has engaged in school use prohibited by this policy and/or controlled substance use shall be advised by the Authority of the resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and/or the use of controlled substances, including the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs. Said employee shall be evaluated by a substance abuse professional (SAP) who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substance use.

2. The Authority shall designate a substance abuse professional for the purpose of rendering services in connection with the anti-drug/alcohol program set forth in this policy.
  - a. The designated SAP shall determine whether an employee who has refused to submit to a drug and/or alcohol test, has verified positive drug test result or engages in alcohol use prohibited by this policy is in need of assistance in resolving problems associated with prohibited drug and/or alcohol use. The SAP shall then recommend a course of action to the employee.
  - b. The SAP shall determine whether an employee who has refused to submit to a drug and/or alcohol test, has a verified positive drug test result or engages in alcohol use prohibited by this policy has properly followed the SAP's recommendation and/or any rehabilitation program prescribed by the SAP. The SAP shall notify the Authority as to whether the employee has so complied.
3. Upon referral to an SAP, the employee shall be required to abide by his/her recommendation for return to duty.
4. The employee shall pay for the cost of utilizing the SAP through his/her own health insurance. The Authority shall not be required to pay for the use of a SAP either directly or indirectly.
5. The requirements of this Section with respect to referral, evaluation and rehabilitation do not apply to applicants who refuse to submit to a pre-employment controlled substance test or who have a pre-employment controlled substance test with a verified positive result.

**N. Medical Review Officer (MRO):**

1. The Authority's authorized agent shall provide the Medical Review Officer.
  - a. The MRO shall forward the Authority Copy of the Urine Testing, Custody and Control Form to the Executive Director upon collecting specimens for analysis by the outside laboratory.
  - b. The MRO shall ensure that the Executive Director receives copies of all verified results from laboratories either positive or negative. If a controlled substance test received is positive, the identity of the substance(s) shall be included.

Under this policy, a verified positive test result allows the employee an opportunity for a test of the second or split sample as discussed in Section Q of this policy. The MRO shall review confirmed positive test results prior to transmitting the results to the Executive Director prior to making a final decision to verify a positive test result for an employee, the MRO shall give the employee an opportunity to discuss the test results with him/her. Specifically, upon notification by the laboratory that the initial sample is positive, the MRO shall contact the affected employee on a confidential basis as soon as practicable, but in no case later than eight (8) hours, and advise him/her of the results and afford him/her an opportunity to discuss the test results.

If, after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO shall contact a designated management official of the Executive Director who shall direct the employee to contact the MRO as soon as possible. If it becomes necessary to reach the affected employee through the designated management official, the designated management official shall employ procedures that ensure, to the maximum extent practicable, the requirement that the employee contact the MRO is held in confidence.

The MRO shall also forward to the Executive Director copies of the record, which details the notification of the affected employee. Following verification of a positive test result, the MRO shall refer the case to the Executive Director.

- c. The MRO shall maintain all dated records the notification, identified by individual, for a minimum of five (5) years for verified positive controlled-substance test results.
- d. The MRO shall maintain all dates records and notifications, identified by individual, for a minimum of one year for negative and canceled controlled substances test results.
- e. The MRO shall not release any employee's controlled substances test results to any person without first obtaining a specific written authorization from the employee.

- f. The provisions of this Section shall not prohibit the MRO from releasing controlled substances test records to the Authority, Federal Secretary of Transportation, any U.S. Department of Transportation agency, or any State or local officials with the regulatory authority over the controlled substances testing program under 49 CFR Part 382.409 of the U.S. Department of Transportation regulations.

**O. Employer Notification:**

1. The Authority shall notify an employee of the results of random, reasonable suspicion and post-accident tests for controlled substances conducted under this policy if the test results are verified positive. The Authority shall advise the employee of the controlled substance(s) identified in a verified positive test.

**P. Release of Test Information By Previous Employers:**

1. The Authority may obtain, pursuant to an employee's written consent, any information concerning his/her alcohol and/or controlled substance use or testing from previous employers.
2. The Authority shall not use any employee to perform safety-sensitive functions if any information obtained indicates that he/she tested with an alcohol concentration of 0.04 or greater, that he/she had a verified positive controlled substance test result, or that he/she refused to be tested, unless the employer provides evidence that the employee has been evaluated by a substance abused professional, completed may required counseling, passed a return to duty test, and been subject to follow-up testing.

**Q. Controlled Substances Test Procedures:**

1. Upon notification to report to the Authority's authorized agent for a controlled substances test, the employee shall:
  - a. provide positive identification of his/her identity with any Authority identification card, photo identification, or a valid photo driver's license;
  - b. at the direction of the medical services staff, complete the Controlled Substance Use Consent/Authorization Form;
  - c. at the direction of the medical services staff, complete the required sections of the Urine Testing, Custody and Control Form provided by the outside laboratory;

- d. at the direction of the medical services staff, the selected employee shall provide a minimum of forty-five (45) milliliters of urine in an approved container.

In the event the employee cannot provide the required amount of urine for the test, he/she shall be instructed to drink no more than twenty-four (24) ounces of fluid and after a period of up to two (2) hours, again attempt to provide a complete sample.

If the employee is still unable to provide the required amount, attempts at testing shall be discontinued and he/she shall be referred to a medical doctor. If there is no medical reason for the inability to provide the required specimen, the employee shall be deemed to have refused the test and penalized accordingly.

If a prospective employee is unable to provide sufficient urine for testing, he/she shall bear the cost of a medical referral.

- e. the collector shall, with the selected employee witnessing, split the sample into two (2) separate units consisting of thirty (30) milliliters in one and fifteen (15) milliliters in the other;
- f. while the selected employee is witnessing the procedure, the collector shall then place both specimen bottles in the proper chain of custody specimen bag, sealing same placing it in the kit box;
- g. the selected employee shall witness the closure and sealing of the kit box with the BOX SEAL;
- h. the selected employee shall witness the collector signing and dating the BOX SEAL;
- i. the collector shall place the sealed kit in a locked location to be held for pickup and delivery to the outside laboratory;
- j. the testing of the thirty (30) milliliters specimen shall be performed and the fifteen (15) milliliter sample stored. Both shall be in accordance with U.S. Department of Transportation regulations; and
- k. in the event that the first sample tests positive for controlled substance use, the results will be transmitted to the Medical Review Officer.

The MRO shall contact the affected employee on a confidential basis within eight hours of receiving the test results and advise him/her of the results and afford him/her an opportunity to discuss the test results.

At that time the MRO shall advise the employee that he/she may not perform safety-sensitive functions and that at the time, or within seventy-two (72) hours, he or she may request in writing a test of the split sample (if the test is verified as positive). The MRO shall transmit the request for a second analysis to the laboratory. The laboratory will then forward the split sample to a second facility for analysis. The employee shall not perform safety-sensitive functions until:

The test of the spit sample indicates a verified negative controlled substance test result or,

The employee is referred evaluated, and treated if necessary in the event the split sample verifies a positive test result.

The employee shall also be required to comply with Section J(2)(b) of this policy.

**R. Breath Alcohol Testing Procedures:**

1. Upon receiving notification to report to the Authority's authorized agent for a breath alcohol test, the employee shall:
  - a. provide identification of his/her identity with an Authority identification card, photo identification, or a valid photo driver's license.
  - b. At the direction of the Authority's authorized agent, complete the appropriate sections of the U.S. Department of Transportation Breath Alcohol Testing Form.
  - c. The technician shall perform the calibration of the breath-testing unit and the breath alcohol test in accordance with the Breathalyzer Operational Checklist from the manufacturer.
  - d. In the event of a test result of 0.02 or greater and less than 0.04 the employee will be given a second test within the time frame listed by the manufacturer, but in no case more than twenty (20) minutes later.



If the employee again tests at 0.02 or greater and less than 0.04, he/she shall be removed from safety-sensitive functions as outlined in Section J (1)(b)(1) of this policy.

If an employee tests at 0.04 or greater initially or at confirmation, he/she shall be removed from safety-sensitive functions as outlined in Section J (1)(b)(2) of this policy.

- e. In a test of breath alcohol content for reasonable suspicion and/or post-accident cases, the employee shall sign sections 2 and 4 of the U.S. Department of Transportation (DOT) Breath Alcohol Testing Form as well as the Standard Operational Procedures for Breath Alcohol Testing form after the breath alcohol technician has read it.
- f. In all cases of Breathalyzer testing, if an employee is unable to provide enough breath for a complete test, he/she shall be referred to a medical doctor for evaluation at the employee's expense. If that evaluation fails to detect any medical reason for the inability to provide sufficient breath, the employee shall be deemed to have refused testing and be treated as outlined in Section J (1)(b)(3) of this policy.

**S. Accident Reporting Procedures:**

1. Upon being involved in a motor vehicle accident while operating a commercial motor vehicle, the operator shall:
  - a. Contact the Executive Director by the fastest possible means, relating the vehicle identification number, and the location of the accident;
  - b. The Executive Director shall notify the law enforcement agency having jurisdiction to respond;
  - c. The employee's supervisor shall respond to the scene of the accident if possible and/or practical;
  - d. The employee's supervisor shall contact the Executive Director by the fastest possible means in the event of a fatality or if the operator of the commercial motor vehicle will receive a police traffic summons for a moving violation; and
  - e. Upon receipt of the message that one of the above scenarios has occurred, the supervisor will be informed as to what action to take.

2. This Section and Section E herein are in no way intended to present an injured person from receiving necessary medical attention immediately following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

**T. Conflict:**

In the event that any of the provisions contained in this Policy conflicts or is inconsistent with any of the regulations set forth in 49 CFR Parts 40, 653 and/or 654, the applicable regulations shall be controlling.

**U. Amendments and Modifications to Federal Regulations:**

In the event that any of the federal or other regulations pursuant to which this policy is adopted are amended and/or modified, this policy may be revised accordingly.

## **ARTICLE XXVII**

### **SEPARABILITY AND SAVINGS**

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

## **ARTICLE XXIX**

### **FULLY BARGAINED PROVISION**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such

matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of their or both of the parties at the time they negotiated or signed this Agreement unless mutually agreed by the parties in writing.

**ARTICLE XXX**

**DURATION**

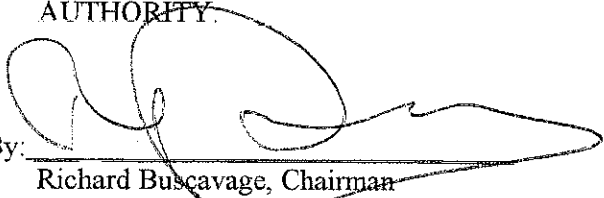
The term of this Agreement shall be from July 1, 2006 through June 30, 2009. This Agreement shall continue in full force and effect from year to year thereafter until one party or the other gives notice, in writing, no sooner than one hundred twenty (120) calendar days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

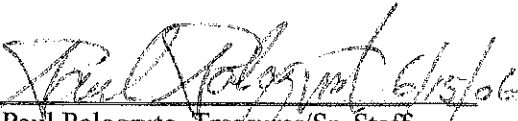
IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their hand and seals on this 6<sup>th</sup> day of, 2006. the month of June


COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO

LAMBERTVILLE SEWERAGE  
AUTHORITY

By:   
David Rose, Shop Steward

By:   
Richard Buscavage, Chairman

By:  6/13/06  
Paul Pologruto, Treasurer/Sr. Staff  
Representative, CWA Local 1032

Attest:   
Barbara Parsons, Administrative Assistant

By:   
Ruth Barrett, CWA National Representative