

2236

**AGREEMENT**

between

**CITY OF PLAINFIELD**

and

**THE PLAINFIELD MUNICIPAL EMPLOYEES ASSOCIATION**

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**EFFECTIVE: JANUARY 1, 1995 THROUGH DECEMBER 31, 1997**

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ARTICLE II

NEGOTIATION PROCEDURE

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

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

2-3. Continuing Review of this Agreement

Representatives of the City and the PMEA Negotiating Committee shall meet once each month, if requested by either party, for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2-4. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the City in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any negotiated benefit reduced to writing and existing prior to its effective date. This document constitutes the sole and complete agreement

between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitments or agreement between the City and the PMEA or any individual employee covered by this Agreement is hereby superseded.

2-5. The City agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the PMEA for the duration of this Agreement.

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

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### 3-1. Definition

A grievance shall be defined as any dispute between the parties concerning:

- (a) The application or interpretation of this Contract; or
- (b) The City's policies or practices affecting an employee's terms and

conditions of employment.

Grievances may be raised by the employee, the PMEA or the PMEA on behalf of the employee.

PREAMBLE

THIS AGREEMENT entered into the day and year set opposite the signatures of the parties, by and between the **CITY OF PLAINFIELD**, a municipal corporation of the State of New Jersey, hereinafter called the "City," and the **PLAINFIELD MUNICIPAL EMPLOYEES ASSOCIATION**, hereinafter called the "PMEA."

W I T N E S S E T H:

WHEREAS, the City and PMEA recognize and declare that the provision of quality service to the public is their mutual aim; and

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

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

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I  
RECOGNITION

1-1. The City hereby recognizes the PMEA as the sole and exclusive collective bargaining representative for all white collar and clerical employees, Signal System employees but excluding the following:

- (a) All seasonal, temporary and hourly employees.
- (b) All clerical personnel assigned to the Division of Public Works.
- (c) All employees who are covered by other employee agreements (FMBA, FOA, PBA, PMMA, Teamsters).
- (d) All Division and Department Heads, the Budget Officer, Deputy City Administrator, City Administrator and Unit Heads.
- (e) All permanent part-time employees with less than five (5) years of service.
- (f) Due to the confidential nature of their duties, personnel reporting to the Mayor, Administrator, Deputy City Administrator and Personnel Director shall be excluded from representation. Employees designated as "confidential" covered by this provision shall receive all benefits and pay increases negotiated by this bargaining unit and pay dues, however, employees within such positions are excluded from serving as an Officer or Committee member and shall refrain from voting on any issues covered by this Agreement.

No grievance may go to binding arbitration unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. This includes non-Civil Service reviewable discipline. Disputes concerning terms and conditions of employment controlled by State Statute or State Administrative Regulation, and which terms and conditions are not expressly set forth in this Agreement, shall not be processed to binding arbitration.

**3-2. Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement.

**Step One:**

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

**Step Two: Division Head**

If the grievance is not settled at Step One, the grievant shall file a formal written grievance with the Division Head, with a copy being given to the Director of Personnel and the immediate supervisor to whom the grievance was first submitted, within ten (10) calendar days of the date the Step One answer was received or should

have been received. A meeting shall be held between the Division Head, the grievant and the PMEA President or designee to facilitate a satisfactory solution to the grievance. The Division Head shall provide a written answer to the grievance within ten (10) calendar days after receipt of the grievance.

**Step Three: Department Head**

If the grievance is not satisfactorily resolved at Step Two, the grievant shall file the written grievance with the Department Head, with a copy being given to the Director of Personnel, within ten (10) calendar days of the date the Step Two answer was received or should have been received. The Department Head shall meet with the grievant and the PMEA President or designee to facilitate a satisfactory resolution of the grievance. The Department Head shall file a written answer to the grievance within ten (10) calendar days of the receipt of the grievance.

**Step Four: City Administrator**

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



**Step Five: Arbitration**

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

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

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

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

**3-3. Time Limitations**

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

3-4. Written grievances shall be presented on the form prepared by the PMEA. An employee grievance must be signed by the employee. An employee grievant shall have the right to be represented by a PMEA representative through the steps of the grievance procedure.

ARTICLE IV

EMPLOYEES' RIGHTS AND RESPONSIBILITIES

4-1. Employees' rights and responsibilities shall be in accordance with Section 11 of the Municipal Code of the City of Plainfield, except that such rights and responsibilities shall conflict with this Agreement, in which case this Agreement shall prevail.

ARTICLE V

CITY'S RIGHTS AND RESPONSIBILITIES

5-1. Management Responsibilities

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

- (1) The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees.

- (2) The selection and direction of the work forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer.

The City shall have to the right to take unilateral action pursuant to federal and/or state statutory mandates, e.g., Commercial Motor Vehicle Safety Act, Drug Free Workplace Act, etc.

The execution of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices, in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and the Ordinances of the City of Plainfield.

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

#### 5-2. Maintenance of Operations

The PMEA covenants and agrees that during the term of the Agreement, neither the PMEA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of any employee from his/her duties of employment),

work stoppage, slowdown, walkout or other mass absenteeism against the City. The PMEA agrees that such action would constitute a material breach of this Section of the Agreement.

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

Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the PMEA or its members. It is understood that the PMEA has the same legal rights outlined in this paragraph.

## ARTICLE VI

### SALARIES

6-1. The salary guides for employees covered by this Agreement are set forth in Schedule A annexed hereto. Effective January 1, 1995, employees covered by this Agreement shall receive a two percent (2%) across-the-board increase exclusive of any applicable increment. Effective January 1, 1996, employees covered by this Agreement shall receive a three percent (3%) across-the-board increase exclusive of any applicable increment. Effective January 1, 1997, employees covered by this

Agreement shall receive a three percent (3%) across-the-board increase exclusive of any applicable increment.

6-2. The City shall pay twenty-five (\$.25) cents per mile to employees who are required by the City to use their personal vehicles for conducting City business.

ARTICLE VII

LONGEVITY

7-1. For employees hired prior to January 1, 1994, the City shall pay longevity, subject to the conditions of Section 11:4-1 of the Municipal Code, to all employees having completed the following years of service in the following amounts:

- 10 Years of Service -- \$500.00
- 15 Years of Service -- \$1,000.00
- 20 Years of Service -- \$1,300.00
- 25 Years of Service -- \$1,600.00

7-2. Longevity shall be paid for the full calendar year only and shall be paid to such employees who will qualify for longevity pay through years of service on or before June 30th of the calendar year. New hires after June 30th will use the following calendar year as the base year for purposes of calculating longevity.

7-3. Any full-time employee who was a full-time employee on or before July 1, 1976 is eligible, notwithstanding Section 11:4-1 of the Municipal Code, to receive his/her first longevity payment after eight (8) years of service, according to the constraints of Section 7-2 and the pay schedule in Section 7-1 of this Agreement.

7-4. Except as 7-5 may be applicable, employees covered by this Agreement who leave the employ of the City and then return will, upon return, be given full credit for prior service beginning January, 1982. They must, however, complete five (5) years of work on their return before service will be bridged.

7-5. Bargaining unit employees hired on or after January 1, 1994 shall have no right or entitlement to any longevity pay.

ARTICLE VIII

INSURANCE PROTECTION

8-1. The City shall pay the entire cost of the Traditional Plan (hospitalization coverage administered by Blue Cross and Blue Shield of New Jersey, Inc. and medical/surgical and major medical coverage administered by the Prudential Insurance Company of America) for all employees and their eligible dependents covered by this Agreement. For those employees choosing to participate in the New Jersey Plus Plan (hospitalization, medical, surgical and major medical coverages administered by the Prudential Insurance Company of America) or the various health maintenance organization plans (hospitalization, medical, surgical and major medical coverage administered by group practice or individual practice health insurance carriers) options instead of the Traditional Plan, the City's financial obligation shall be no higher than the cost of the corresponding Traditional Plan.

8-2. The City further agrees to provide a long term disability plan at no cost to employees who have less than ten (10) years in the Public Employees Retirement System. Such plan shall provide, when combined with other existing benefits, at least fifty percent (50%) of the employee's salary. However, such plan will not become effective until such time as the employee has exhausted all of his/her sick leave, vacation, workman's compensation benefits and the One Hundred and Eighty (180) day waiting period, whichever coverage lasts the longest.

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

8-3. The City may allow, with the approval of the City Administrator, employees who experience a lengthy off-duty illness or injury to borrow up to two (2) years future sick leave and vacation time upon exhaustion of accumulated sick and vacation time. To be eligible, the employee must have at least one (1) year of service



and accept the obligation to pay back the time during future service. This obligation shall be accepted in writing if approval is granted by the City Administrator.

8-4. The City shall provide a dental plan to substitute for the drug payment starting January 1, 1983. The City's financial obligation for the dental plan shall not exceed \$18.05 per person per month. The difference between the cost of the dental plan and the City's obligation shall be paid by the employees. The plan shall be selected by a committee composed of two (2) representatives of the PMEA and two (2) representatives of the City. Any change in the carrier selected by the City to provide coverage under the plan shall be placed before the committee for approval in the event use of an alternative carrier would change the level of coverage or the manner of administration of the plan. The foregoing language notwithstanding, the committee shall have the right to suggest changes in the terms of coverage but in no event shall such changes increase the City's financial obligation.

8-5. Effective January 1, 1988, the City will provide health insurance for retirees (retirement as defined in PERS). Only health care benefits will apply, i.e. Blue Cross/Blue Shield, Major Medical or HMO (if HMO permits participation). The level of benefits will be equal to that received by City employees.

8-6. If negotiations with other bargaining units results in changes in health coverage, the parties to this Agreement agree to immediately reopen this Agreement for the purpose of negotiating similar changes to the insurance coverage set forth in this Article.

ARTICLE IX

VACATIONS AND HOLIDAYS

9-1. All employees covered by this Agreement will earn vacation in the manner detailed below. In the first calendar year of employment, employees shall be entitled to one (1) day of vacation each month of employment. In each year thereafter, the vacation schedule is as follows:

1 - 5 years of service	13 days
6 - 10 years of service	16 days
11 - 15 years of service	19 days
16 - 20 years of service	22 days
21 or more years of service	26 days

Those employees in or above Grade 14 shall be entitled to an additional three (3) working days of vacation during each year of service over and above that which their length of service would normally entitle them.

Vacation schedules shall be established by the City taking into account the needs of the municipality and the desires of the employees.

Effective January 1, 1995, an employee who fails to use his or her yearly vacation entitlement will lose the unused portion thereof, subject to the banking provisions of section 9-2.

9-2. Effective January 1, 1995, employees may accumulate and bank no more than 15 vacation days at any one time (it is understood that any vacation days accumulated prior to January 1, 1995 will not be lost; however, it is expected that an employee will make a reasonable effort to use such prior accumulated vacation days

during the calendar year of 1995). If the inability to take the entire yearly vacation entitlement is due to the demands of work, as documented by the employee's department director, the unused portion may be banked even if it would cause an accumulation of more than 15 days, provided written approval is first obtained from the City Administrator.

9-3. The City agrees to grant the following official holidays with pay to bargaining unit employees in accordance with Section 11:8-2 of the Municipal Code of the City of Plainfield:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	1/2 day Christmas Eve
Independence Day	1/2 day New Year's Eve
Labor Day	Christmas Day

9-4. It is agreed that all holidays ordered by the Governor of the State of New Jersey shall accrue to the employees covered by this Agreement, provided that the granting of such day is approved by the Mayor or Acting Mayor of the City of Plainfield. If the Mayor or Acting Mayor are not available, the City Administrator may grant such a day.

## ARTICLE X

### SICK LEAVE

10-1. In the first calendar year of employment, employees shall be entitled to one (1) day of sick leave for each month of employment. In each year thereafter, employees earn fifteen (15) sick days per year.

10-2. (a) Personal days will be treated as sick days thus requiring no advance notice. Each employee is entitled to use two (2) personal days annually in lieu of sick days. Personal days must be used within the one (1) year period and shall not be cumulative. If an employee's effective start date is after June 30th, he/she is entitled to one (1) personal day for that year. If personal days are not used, they convert to sick days.

(b) Employees of the Communications Center may not use personal days on holidays as listed in Article IX, Sections 9-3 of this Agreement.

10-3. All unused sick leave accumulated in 1982 or prior to 1982 will be paid out at retirement on the basis of one-third (1/3) day per full day accumulated or upon separation in good standing one-fourth (1/4) day per full day accumulated at the salary rate earned in 1982. In subsequent years, accumulated time shall be paid at the salary rate earned during the year in which it is accumulated on the basis of one-third (1/3) or one-fourth (1/4) day per full day accumulated upon separation. When current or accumulated time is used for illness, they are paid at current rates. They shall be used on a first-in, first-out basis.

10-4. Effective January 1, 1988, employees may take up to two (2) months leave of absence with pay just prior to retirement and have such time charged off to their accumulated sick days with their remaining number of accumulated sick days paid out at the time of retirement on a one (1) for three (3) basis as is present practice.

10-5. Effective January 1, 1995, payment of accumulated sick leave under the provisions of this Article shall be capped in the amount of \$15,000, regardless of the number of such days accumulated. The two (2) months leave of absence set forth in section 10-4 above shall be excluded from the cap herein.

## ARTICLE XI

### MISCELLANEOUS

11-1. This Agreement constitutes City Policy for the term of said Agreement, and the City shall carry out the commitments herein and give them full force and effect as City Policy.

11-2. The City and the PMEA agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, marital status or sex. Nothing in this Section will prohibit the City from complying with its Affirmative Action obligations with regard to Federal, State and local Laws. Any Affirmative Action

obligations affecting the membership of the PMEA will be discussed with the PMEA before fulfilling such obligations.

11-3. Copies of this Agreement together with copies of the City Personnel Ordinance shall be available for review by members of the PMEA.

11-4. If there is any conflict between the terms of this Agreement and any Ordinance hereafter enacted, the terms of this Agreement shall prevail. Reference to any Ordinance shall mean those Ordinances in effect at the time of the adoption of this Agreement. Amendments to such Ordinances subsequent to the adoption of this Agreement referring to matters contained herein shall have no effect upon this Agreement without consent of all parties hereto.

11-5. Any member working twenty (20) hours or more in the course of any workweek in a higher classification shall receive the rate of pay of the higher classification as provided in Section 11:7-5(d) of the Municipal Code of the City of Plainfield for all hours actually worked in that classification during the particular week, provided the individual is qualified to perform the duties of such classification and provided that the individual is authorized to perform the duties of the higher classification by his/her Department Director. Assignments to higher classifications should be made only when there is a direct career ladder relationship. Employees whose class title is that of "Deputy" or "Assistant" will not be paid at the higher rate when assigned to the higher functions since takeover for their immediate supervisor is considered as part of their regular duties.

11-6. Bereavement Time

The City agrees that the definition of immediate family under Section 11:9-8 of the Plainfield Municipal Code shall include grandparent and grandchild. In addition, an employee covered by this Contract shall be eligible for one (1) day of death leave with pay after death of a relative not a member of the immediate family as defined in Section 11:9-8 of the Plainfield Municipal Code. Death leave shall begin the day after the death of a relative.

11-7. The City agrees that the development of individual employees is to the advantage of both the employee and the City and, therefore, will provide employees the opportunity to request the Personnel Division to evaluate their present positions and to discuss and counsel the employee's educational and training opportunities which would personally develop the employee and thereby increase the employee's efficiency and effectiveness on the job with the possibility of advancement, due to the use of the gained skill. Financial assistance for educational courses will also be discussed at these meetings.

11-8. It is expressly understood that the provisions of this Agreement, as far as they are applicable to employees whose positions are primarily funded from non-City sources, will be applicable to such employees only to the extent of continued non-City funding and the level of such funding.

11-9. The City shall provide all employees covered by this Agreement with an Employee Handbook which will contain all pertinent information including information on the PMEA.

11-10. The City wishes to recognize its concern for the safety of its employees. In doing so, the City shall provide identification badges for all employees, hold quarterly fire evacuation drills for all employees and conduct personal and office security training at least once per year.

11-11. When available space presents itself and when the City takes occupancy of the new building and arrangements can be made, the City shall establish an employee lounge in City Hall and in other City buildings where employees work.

11-12. The City is interested in establishing a suggestion award program. It agrees to join with the PMEA to study the matter before the expiration of this Contract.

11-13. The City and the PMEA agree to form a Committee to study the working conditions in the Communications Division with the intent, where possible, of improving the work environment. The Committee will identify the concerns of the employees in the division and make recommendations of improvement to the City Administrator.

11-14. A leave of absence without pay and fringe benefits shall be granted for maternity purposes to female employees of the City as follows:



(a) An employee shall submit a written request to her immediate supervisor no later than the fourth (4th) month of pregnancy stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not exceeding six (6) months.

(b) Upon request of the employee, with the approval of the appointing authority and governing body, maternity leave of absence without pay may be extended or renewed for an additional six (6) months.

(c) An employee shall not be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position or her physician determines that she is unable to work.

(d) Proof of pregnancy signed by a physician may be required at any time together with his/her estimate of the delivery date and his/her evaluation of the employee's physical abilities to continue performing the full duties and responsibilities of her position.

11-15. The normal workweek of the employees covered by this Agreement consists of a thirty-five (35) hour, five (5) day week. In all instances of authorized overtime, overtime compensation shall commence only after the employee has time worked in excess of 40 hours pay. Holidays, vacation days and authorized sick days shall be counted toward the 40 hours pay.

11-16. Effective January 1, 1986, the City will provide a tax-sheltered annuity deduction system whereby each employee may deduct up to ten (10%) percent of

their gross salary and apply it to a tax-sheltered annuity program to be designated by the City.

11-17. The clothing allowance for the Signal Division shall be \$400 per year.

Effective January 1, 1994 inspection and health personnel shall be entitled to the same uniform allowance as received by the Signal Division.

11-18. Police aides and operators will be provided with coaching pay at the rate of \$20.00 per week for 12 to 16 weeks training per trainee effective January 1, 1988. Payments not to exceed 16 weeks per year.

11-19. Employees will be provided with Photo I.D.'s. Employees will be required to wear I.D.'s during work hours.

11-20. If any provision of this Agreement or any application of this Agreement to the City or to any employee, member or group of employees or members is held to be invalid by operation of law by any court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

11-21. **Drug Policy.** Effective January 1, 1995, the parties agree to the Drug Policy of the City which is annexed hereto as Attachment A.

11-22. **Worker's Compensation.** Effective January 1, 1995, all worker's compensation, whether temporary or permanent disability, shall be pursuant to and in such amounts as provided by the New Jersey Worker's Compensation Law.

## ARTICLE XII

### AGENCY FEE AND DUES CHECK-OFF

12-1. Any employee covered by this Agreement who does not join the PMEA within thirty (30) days of the effective date of the Agreement, any new employee covered by this Agreement who does not join within thirty (30) days of initial employment and any employee previously employed in a unit covered by this Agreement who does not join within ten (10) days of reentry into employment shall, as a condition of employment, pay a representation fee to the PMEA by automatic payroll deduction. The representation fee shall not exceed eighty-five (85%) percent of the regular PMEA membership dues, fees and assessments as certified to the Employer by the PMEA. PMEA will establish a lawful demand and return system. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the employer.

12-2. The City agrees to deduct membership dues in such amounts as shall be fixed pursuant to the Bylaws and Constitution of the PMEA during the full term of this Agreement and any extension or renewal thereof. The dues or representation fee shall be deducted bi-weekly.

12-3. The PMEA agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the PMEA under this Article.

### ARTICLE XIII

#### CIVIL SERVICE RULES

13-1. As provided in the Civil Service Code, N.J.A.C. 4A:1-1.1 et seq., it is understood that the City and the PMEA will adhere to and observe all applicable rules and regulations promulgated by the Department of Personnel of the State of New Jersey.

### ARTICLE XIV

#### PERSONNEL FILES

14-1. A personnel file shall be established and maintained for each employee covered by this Agreement.

14-2. Whenever a formal written complaint concerning an employee or his/her actions is to be placed in his/her personnel file, he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. If any disciplinary action is taken based on any formal complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

14-3. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member shall subject that member to appropriate disciplinary action.

14-4. Employees shall have access to the number of accumulated sick and vacation balance as provided by payroll transmittal through their immediate supervisor.

## ARTICLE XV

### FULLY BARGAINED AGREEMENT

15-1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both at the time they negotiated or signed this Agreement.

15-2. If, during the term of this Agreement, the State of New Jersey, the Federal Government or any agency thereof mandates minimum benefits in any area, the parties agree to reopen negotiations to bargain over the effect and impact of such mandated benefits on the parties' Agreement.

## ARTICLE XVI

### TERM AND RENEWAL OF AGREEMENT

16-1. This Agreement shall have a term from January 1, 1995 through December 31, 1997. If the parties have not executed a successor agreement by December 31, 1997, then this Agreement shall continue in full force and effect until a successor agreement is executed.

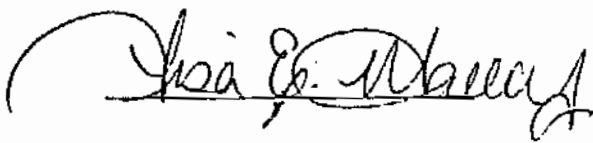
Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

16-2. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which either the Employer or the employees herein are entitled by law.

IN WITNESS WHEREOF, the PMEA has caused this Agreement to be signed by its President and Secretary and the City has caused this Agreement to be signed by the Mayor and its Clerk and its Corporate Seal to be placed hereon.

ATTEST:

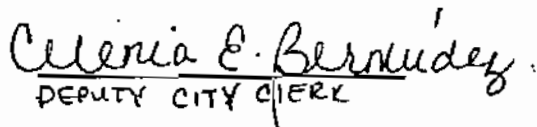
  
Joaquin M. Alvarez

PLAINFIELD MUNICIPAL  
EMPLOYEES ASSOCIATION

By: 

Date: 8/31/95

ATTEST:

  
Celenia E. Bernudez  
DEPUTY CITY CLERK

CITY OF PLAINFIELD

By: 

Date: 9.1.95

City of Plainfield  
FSEA SALARY GUIDE JAN-DEC 1995

INCREMENT	2	3	4	5	6	7	8	9	10	11	
1	523	14703	15226	15745	16270	16794	17316	17839	18361	18883	19405
2	543	15365	15928	16472	17016	17557	18101	18644	19188	19730	20275
3	569	16071	16675	17265	17855	18447	19041	19635	20235	20824	21544
4	597	16825	17472	18118	18765	19412	20059	20706	21353	21998	22546
5	621	17625	18345	19067	19788	20509	21233	21951	22671	23392	23844
6	654	18444	19244	19997	20806	21559	22313	23066	23820	24574	24678
7	625	19314	19998	20683	21367	22052	22736	23422	24107	24791	25226
8	717	20218	20934	21652	22370	23087	23805	24522	25240	25956	27025
9	752	21182	21933	22685	23436	24189	24941	25693	26445	27197	28302
10	735	22157	22975	23784	24591	25399	26208	27015	27704	28492	29632
11	823	23238	24056	24883	25705	26527	27351	28174	28996	29818	30991
12	861	24315	25175	26026	26897	27757	28618	29479	30339	31200	32412
13	904	25506	26404	27307	28211	29115	30016	30922	31827	32730	33945
14	949	26720	27668	28617	29565	30513	31462	32411	33359	34308	35608
15	990	27994	28954	29924	30884	31954	32944	33934	34924	35914	37255
16	1038	29334	30373	31410	32449	33487	34525	35564	36601	37640	39029
17	1087	30739	31845	32932	34015	35105	36192	37278	38365	39452	40849
18	1135	32246	33350	34516	35686	36785	37920	39055	40189	41325	42810
19	1195	33799	34995	36190	37385	38580	39775	40970	42166	43361	44957
20	1252	35425	36676	37925	39181	40433	41685	42937	44139	45442	47044
21	1314	37125	38440	39753	41058	42362	43666	45010	46325	47638	49304
22	1375	38935	40310	41685	43060	44434	45809	47183	48557	49933	51658
23	1445	40824	42269	43714	45161	46606	48051	49496	50941	52387	54163
24	1518	42804	44322	45840	47357	48876	50393	51910	53429	54946	56915
25	1587	44900	46487	48073	49650	51246	52833	54420	56007	57594	59531
26	1666	47084	48750	50415	52082	53747	55414	57079	58745	60412	63029
27	1747	49372	51119	52867	54613	56360	58108	59855	61603	63349	66447
28	1832	51790	53622	55454	57286	59117	60949	62780	64611	66443	68625
29	1923	54327	56251	58174	60096	62019	63942	65866	67789	69712	71985
30	2014	56994	59008	61023	63037	65052	67066	69081	71095	73109	75474
31	2113	59804	61917	64030	66143	68256	70369	72482	74594	76707	79170
32	2212	62737	64956	67173	69391	71610	73827	76045	78262	80481	83050
33	2327	65809	68136	70462	72789	75116	77443	79768	82095	84422	87099



ENTER PERCENTAGE:  
Prior Year %

0.039  
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City of Plainfield  
PMEA SALARY GUIDE JAN-DEC 1996

INCREMENT	1	2	3	4	5	6	7	8	9	10	11
538	15164	15653	16221	16759	17296	17835	18374	18912	19450	19989	20527
559	15846	16405	16986	17525	18084	18644	19203	19763	20322	20882	21441
596	16533	17140	17723	18312	18906	19484	20063	20643	21222	21802	22382
615	17330	17964	18559	19174	19788	20403	21018	21633	22246	22860	23474
639	18154	18793	19433	20073	20711	21351	21991	22630	23270	23910	24549
673	18997	19670	20343	21018	21691	22364	23037	23711	24384	25057	25730
705	19935	20596	21303	22036	22713	23412	24135	24850	25563	26276	26989
739	20823	21562	22392	23081	23780	24519	25257	25997	26735	27473	28211
774	21817	22591	23365	24141	24915	25689	26464	27238	28012	28786	29560
812	22853	23664	24477	25283	26089	26891	27693	28495	29297	30099	30901
847	23935	24782	25629	26476	27323	28172	29019	29865	30713	31560	32407
886	25045	25931	26817	27704	28590	29477	30364	31249	32135	33022	33908
931	26265	27196	28127	29057	29985	30919	31853	32782	33712	34641	35570
977	27521	28498	29476	30453	31429	32406	33383	34360	35337	36314	37291
1023	28832	29854	30874	31893	32913	33933	34952	35972	36992	38012	39031
1069	30214	31284	32333	33423	34492	35562	36631	37699	38768	39837	40906
1119	31682	32800	33919	35037	36155	37272	38390	39508	40626	41744	42862
1164	33213	34382	35551	36720	37888	39056	40225	41393	42561	43729	44897
1231	34813	36045	37276	38507	39738	40968	42199	43431	44662	45893	47124
1290	36467	37777	39086	40396	41666	42936	44205	45475	46745	48015	49285
1354	38239	39593	40956	42320	43683	45046	46409	47772	49135	50498	51861
1416	40104	41519	42936	44351	45767	47183	48599	50014	51431	52847	54263
1489	42069	43533	45026	46516	48004	49492	50981	52469	53959	55447	56935
1563	44089	45651	47215	48778	50342	51905	53468	55032	56594	58157	59720
1634	46247	47882	49515	51149	52764	54418	56033	57647	59261	60875	62489
1716	48497	50212	51927	53564	55360	57076	58792	60508	62224	63940	65656
1800	50853	52652	54453	56252	58051	59851	61650	63451	65250	67050	68850
1887	53364	55231	57113	59004	60891	62778	64663	66550	68436	70323	72210
1981	55957	57938	59919	61899	63880	65861	67842	69823	71804	73785	75766
2075	58704	60778	62853	64929	67004	69078	71153	73228	75302	77377	79451
2176	61599	63775	65951	68127	70303	72479	74655	76832	79008	81184	83360
2285	64619	66819	69183	71473	73753	76042	78327	80610	82895	85179	87464
2396	67763	70180	72576	74973	77369	79765	82161	84558	86954	89350	91746

ENTER PERCENTAGE:  
Prior Year %

0.030  
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1997  
City of Flintfield  
PNEA SALARY GUIDE  
JANUARY 1--DECEMBER 31 1997

INCREMENT	2	3	4	5	5	6	7	8	9	10	11
1	564	15896	16154	16757	17261	17917	18370	18926	19450	20033	20961
2	576	15432	16398	17475	18030	18635	19203	19779	20356	20932	21481
3	604	17049	17634	18257	18851	19484	20059	20672	21276	21852	22536
4	633	17849	18433	19116	19749	20332	21015	21648	22282	22913	23919
5	656	18439	19336	20018	20675	21333	21992	22651	23309	23965	24999
6	634	19587	20260	20954	21645	22342	23035	23729	24422	25115	26181
7	726	20450	21216	21942	22659	23395	24121	24849	25575	26301	27399
8	761	21449	22209	22971	23733	24493	25255	26015	26777	27537	28671
9	795	22472	23269	24056	24845	25642	26442	27258	28055	28853	30023
10	836	23358	24374	25211	26067	26942	27719	28555	29392	30227	31436
11	873	24453	25525	26393	27271	28143	29017	29889	30762	31634	32979
12	913	25796	26708	27672	28535	29443	30361	31275	32187	33100	34386
13	959	27053	28012	28970	29929	30835	31846	32805	33765	34724	36054
14	1005	28347	29353	30360	31356	32371	33378	34385	35391	36398	37776
15	1050	29689	30753	31800	32850	33900	34951	36001	37051	38102	39524
16	1102	31120	32222	33333	34426	35536	36639	37730	38830	39933	41406
17	1153	32633	33784	34957	36090	37243	38396	39548	40701	41854	43379
18	1204	34209	35413	36613	37821	39025	40229	41433	42636	43841	45417
19	1268	35857	37127	38394	39662	40932	42197	43465	44734	46002	47642
20	1329	37582	38910	40238	41587	42935	44224	45552	46880	48209	49909
21	1394	39386	40781	42174	43569	44963	46353	47751	49146	50540	52306
22	1458	41307	42765	44223	45682	47140	48599	50057	51515	52974	54804
23	1533	43311	44844	46377	47911	49444	50977	52510	54043	55576	57483
24	1610	45411	47021	48632	50241	51852	53462	55072	56683	58292	60275
25	1683	47535	49318	51000	52684	54357	56051	57734	59418	61101	63157
26	1767	49951	51718	53485	55254	57020	58785	60556	62334	64091	66231
27	1854	52379	54232	56086	57939	59792	61647	63500	65356	67207	69432
28	1943	54944	56888	58831	60774	62718	64661	66603	68546	70489	72805
29	2040	57636	59676	61717	63756	65796	67836	69877	71917	73958	76359
30	2137	60465	62601	64739	66876	69014	71150	73288	75425	77561	80071
31	2241	63447	65688	67929	70171	72412	74654	76895	79137	81378	83991
32	2353	66558	68911	71264	73517	75771	78023	80276	82529	84782	88108
33	2468	69817	72285	74754	77222	79690	82159	84626	87094	89563	92403

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

MC-1551-2

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

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

Pursuant to the Drug-Free Workplace Act of 1988, the following policy is hereby established consistent with the laws applicable to the federal regulation which mandates a drug free workplace for all City employees. The City of Plainfield recognizes that the misuse and abuse of a controlled dangerous substance poses a serious threat in the workplace; and the use/abuse of a controlled dangerous substance by an employee or a prospective employee may have a detrimental impact on the safety of that employee, other employees and the liability of the City. The City of Plainfield understands it is obligated to provide a safe and hazard free work environment for all employees as well as the citizens of the community, as such Article 5, Section 11:5-4, Physical Examination of the Municipal Code is hereby amended and supplemented.

ADDITIONS are underlined.

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

(1) The City Administrator may require any job applicant to submit to a physical examination by a physician designated by the City.

(2) At his discretion, the Appointing Authority may require psychological and psychiatric examinations by a psychologist or psychiatrist designated by the City Administrator. Such examinations are mandatory for uniform police and fire personnel.

(3) All candidates for employment following an offer of employment shall be required to submit to a preemployment urinalysis/drug screening as part of the employment process. All advertisements and announcements shall clearly indicate that mandatory urinalysis/drug screening is a requirement for the position.

(4) Should a candidate refuse to submit to the urinalysis/drug screening or is found to have a positive drug screening, he/she shall be disqualified for appointment to the position for which he/she is applying.

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

(1) Employees may be required to submit to an annual physical examination by a physician designated by the City. Such examination shall determine the employee's fit for duty status.

(2) Urinalysis/drug screening shall be required as part of the employee annual physical examination.

JNS  
7/18/95

ASC  
7/18/95

## DRUG POLICY

### I. INTRODUCTION

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

### II. STATEMENT OF POLICY

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

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

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

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

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

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

### III. APPLICATION

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

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

### IV. IMPLEMENTATION

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

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

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

B. POST PLACEMENT/EMPLOYMENT (Employees)

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

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

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

- ii. Any employee who is taking prescribed medication or over the counter medication which impairs his/her ability to function effectively or safely must notify their supervisor (in writing) prior to the start of the work day. The name of the medication, its possible side effects and the name of the treating physician must be provided. Based on the information provided on the potential effects of the medication, the immediate supervisor may require the employee to go on sick leave until such time as written clearance to work by the prescribing physician is received or the City physician/designate can determine whether the employee is fit for duty. If an employee is taking the medication of his/her spouse or other family member, provisions as stated above shall apply.

- iii. At the discretion of the City Administrator/Designate, employees may be required to submit to an annual medical examination as a condition of employment. The annual medical examination will include urinalysis testing. In the case of uniform personnel, annual medical examinations, including urinalysis, will usually take place within 30 days following the date of the last annual physical exam, where required by the collective bargaining agreement.

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

harm to themselves, other employees or the public.

V. TESTING FOR CAUSE

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

A. REASONABLE SUSPICION

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

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

B. NOTIFICATION TO EMPLOYEE ( Reasonable Suspicion)

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

C. REFUSAL TO SUBMIT

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

D. PARTICIPATION IN A REHABILITATION PROGRAM

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

VI. ANNUAL/PERIODIC PHYSICAL EXAMINATION

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

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

A. ANNUAL REQUIREMENT



Page 6 of Drug Policy

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

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

B. CONFIRMATION

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

VII. LABORATORY, COLLECTION AND TECHNICIAN REQUIREMENTS

A. LABORATORY REQUIREMENTS

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

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

B. LABORATORY PERSONNEL

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

Page 7 of Drug Policy

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

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

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

C. SPECIMEN COLLECTION

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

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

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

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

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

D. TECHNICIAN/PHYSICIAN RESPONSIBILITIES

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

1. To obtain the employee urine sample in the required amounts for testing purposes; to supervise the collection and sealing of the urine tamper proof sample containers;

2. To accurately match the code-identification of the employee with the sample and the containers, including the seals and any packaging of the sample containers;

3. To complete and execute the required legal documentation relative to the chain of custody including the appropriate identification and certification of medical or technical personnel who participated in obtaining the urine sample from the employee including the bonded courier, if so employed;

4. To properly maintain the anonymity of the employee with the medical or technical personnel conducting the urine sampling procedure;

5. To arrange, if necessary, for the transportation of specimen by designated bonded courier to the laboratory if located elsewhere;

6. To monitor all steps necessary for the purpose of maintaining absolute control and legal accountability from the initial notification of the employee to the final marking.

7. To secure a second\*urine sample or to ensure that a sufficient quantity of urine is voided to obtain a second/split sample. The second/split sample as requested by the employee or required per laboratory procedure shall be stored in the event of a future challenge. The same security and chain of custody procedures used on the first sample will be used on the second.

8. To secure the second/split urine sample in the designated refrigerated area. The stored second sample will be made accessible to the employee or his/her attorney at a private laboratory facility.

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

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

#### VIII. TEST SITES

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

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

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

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

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

#### IX. TESTING PROCESS

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

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

##### A. DRUGS TO BE TESTED

The following list of drugs will include:

Amphetamine

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Barbiturates  
Benzodiazepines  
Cannabinoid  
Cocaine (Meta 3)  
Methaqualone  
Opiates  
Phencyclidine

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

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

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

B. INITIAL SCREENING

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

C. DUAL TEST REQUIREMENT

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

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

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

#### D. CONFIRMATION TESTING

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

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

#### RESULTS

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

#### CHAIN OF CUSTODY

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

#### SPECIMEN STORAGE/DISPOSAL

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

#### E. REPORTS (Written)

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

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

REPORTS (Monthly)

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

(a) PRELIMINARY SCREENING:

Number of specimens received:

Number of specimens screened positive for:

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

Number of specimens tested with Quality Control Program:

Number of false positive results by drug:

(b) CONFIRMATION TESTING:

Number of specimens received:

Number of specimens confirmed positive for:

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

F. BLIND SPECIMENS

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

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

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

#### G. SECONDARY INDEPENDENT CONFIRMATION

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

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

#### X. CHAIN OF CUSTODY

##### A. LABORATORY REQUIREMENTS AND RESPONSIBILITIES

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

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

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



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

#### B. SPECIMEN CONTROL

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

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

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

#### C. TRANSPORTATION

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

#### D. RECEIVING LABORATORY

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

#### E. ACCESSION (PRETEST PREPARATION)

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

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

F. SHORT TERM REFRIGERATE STORAGE

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

G. QUALITY ASSURANCE AND CONFIDENTIALITY

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

XI. CONFIRMATION OF TEST RESULTS

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

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

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

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

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

## XII. EMPLOYEE CHALLENGE

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

1. Make arrangements for the testing of the secondary urine sample by GC/MS confirmation methods by the City's laboratory contractor. Such arrangements shall be made within seven working days after approval/acknowledgment of the request from the City Administrator/Department Head.

2. The employee shall ensure that the laboratory provides a certified copy of the test results directly to the City Administrator/Physician. Notification of pass/fail results shall be provided by the City Administrator to the Department Head/Human Resources.

3. All costs incurred for the testing of the second urine specimen shall be the responsibility of the employee unless the second sample produces a negative result in which case the City shall be responsible for costs.

4. Initiated or pending disciplinary action against the employee shall be held in abeyance until the results of the second urinalysis drug screening conducted by the laboratory have been received by the City Administrator. In the event that the second sample proves negative, all disciplinary

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

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

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

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

XIII. EMPLOYEE OPTIONS

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

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

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

XIV. EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

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

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

**CONFIDENTIALITY**

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

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

**XV. SUPERVISORY DRUG EDUCATION AND AWARENESS TRAINING**

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

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

**XVI. DRUG TESTING PROGRAM ANNUAL REVIEW**

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

Under proposed regulations federal contractors and grantees must:

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

XII. PROVISION OF SEVERABILITY

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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