

CONTRACT

By and Between

West Deptford Township

And

Public Works Committee

²⁷⁰ 2010, ²⁷⁰ 2011, ²⁷⁰ 2012, ²⁷⁰ 2013

TABLE OF CONTENTS

Recognition	4
Management Rights & Responsibilities.....	5
Non-Discrimination	6
Maintenance of Work Operations.....	6
Salary	7
Insurance	13
Savings Clause	15
Vacation, Personal Days, Holidays and Sick Leave.....	15
Embodiment of Agreement.....	19
Ratification.....	20
Duration	21
Miscellaneous	21
Code of Conduct	24
Drug and Alcohol Policy	26

AGREEMENT

Agreement between the Township of West Deptford and the Public Works
Committee for the Years 2010, 2011, 2012, 2013.

Dated: _____

ARTICLE I
RECOGNITION

SECTION 1

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

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

ROAD DEPARTMENT (Road and Recreation):

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

WATER & SEWER:

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

SECTION 2

This agreement does not include the following classifications that are also in the

Public Works Department:

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

ARTICLE II

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1

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

Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

ARTICLE III
NON-DISCRIMINATION

SECTION 1

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

SECTION 2

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

ARTICLE IV
MAINTENANCE OF WORK OPERATIONS

SECTION 1

The parties agree that there should be no lockouts, strikes, work stoppage, job actions, or slowdowns during the love of this agreement. No employee or representative

of the Public Works Committee shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity.

SECTION 2

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

ARTICLE V

SALARY

SECTION 1

The table below sets forth 2010 Base Salaries as determined by this Agreement:

SALARY GRADE NINE

Public Workers Laborer
Laborer/Road Maintenance

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$26,936	\$33,203	\$39,483	\$45,752	\$52,027

SALARY GRADE TEN

Animal Control Warden
Shuttle Bus Driver
Truck Driver
Meter Reader/Repairman

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$28,280	\$34,528	\$40,835	\$47,080	\$53,382

SALARY GRADE ELEVEN

Dispatcher (Public Works)

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$29,131	\$35,379	\$41,678	\$47,930	\$54,232

SALARY GRADE TWELVE

Equipment Operator
Maintenance Repairman
W/S Maintenance Repairman

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$34,363	\$39,544	\$44,724	\$49,900	\$55,079

SALARY GRADE THIRTEEN

Mechanic				
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$34,625	\$39,806	\$44,986	\$50,164	\$55,342

SECTION 2

The chart below sets forth 2011 Base Salaries as determined by the Agreement:

SALARY GRADE NINE

Public Workers Laborer
Laborer/Road Maintenance

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$27,475	\$33,867	\$40,273	\$46,667	\$53,068

SALARY GRADE TEN

Animal Control Warden
Shuttle Bus Driver
Truck Driver
Meter Reader/Repairman

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$28,845	\$35,219	\$41,651	\$48,022	\$54,449 <i>54,400</i>

SALARY GRADE ELEVEN

Dispatcher (Public Works)

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$29,714	\$36,086	\$42,512	\$48,888	\$55,317

SALARY GRADE TWELVE

Equipment Operator
Maintenance Repairman
W/S Maintenance Repairman

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$35,050	\$40,335	\$45,618	\$50,898	\$56,181

SALARY GRADE THIRTEEN

Mechanic

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$35,317	\$40,602	\$45,886	\$51,167	\$56,449

SECTION 2

The chart below sets forth 2012 Base Salaries as determined by the Agreement:

SALARY GRADE NINE

Public Workers Laborer
Laborer/Road Maintenance

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$28,024	\$34,544	\$41,078	\$47,600	\$54,129

SALARY GRADE TEN

Animal Control Warden
Shuttle Bus Driver
Truck Driver
Meter Reader/Repairman

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$29,422	\$35,923	\$42,484	\$48,982	\$55,538 55,539

94.
\$59,982

SALARY GRADE ELEVEN

Dispatcher (Public Works)

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$30,308	\$36,808	\$43,362	\$49,866	\$56,423

SALARY GRADE TWELVE

Equipment Operator
Maintenance Repairman
W/S Maintenance Repairman

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$35,751	\$41,142	\$46,531	\$51,916	\$57,304

SALARY GRADE THIRTEEN

Mechanic

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$36,024	\$41,414	\$46,804	\$52,190	\$57,578

SECTION 2

The chart below sets forth 2013 Base Salaries as determined by the Agreement:

SALARY GRADE NINE

Public Workers Laborer
Laborer/Road Maintenance

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$28,585	\$35,235	\$41,900	\$48,552	\$55,212

SALARY GRADE TEN

Animal Control Warden
Shuttle Bus Driver
Truck Driver
Meter Reader/Repairman

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$30,010	\$36,641	\$43,334	\$49,962	\$56,649

SALARY GRADE ELEVEN

Dispatcher (Public Works)

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$30,914	\$37,544	\$44,229	\$50,863	\$57,552

SALARY GRADE TWELVE

Equipment Operator
Maintenance Repairman
W/S Maintenance Repairman

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$36,466	\$41,965	\$47,461	\$52,955	\$58,450

SALARY GRADE THIRTEEN

Mechanic

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
\$36,744	\$42,242	\$47,740	\$53,234	\$58,730

SECTION 4

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

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

Step increases will cease once an employee has reached Step 5.

SECTION 5

All employees who possess a Class "A" Articulated Driver's License Shall receive an additional \$.15 per hour. Failure to maintain this license shall result in the loss of this increase.

ARTICLE VI

INSURANCE

SECTION 1

The Township agrees to provide the below-listed health insurance options, or their equivalents, to employees and their families covered by this Agreement:

Option A:

West Deptford Township self-funded health insurance as set forth in the "Plan Document and Summary Plan Description for West Deptford Township."

Option B:

Amerihealth

Employees are entitled to selection only one of the above listed health insurance options. Insurance carrier does not permit an insured to also be a dependent on the plan of a spouse also employed by the Township. If an employee covered by the contract is married to another employee of the Township, one family policy will be afforded. The policy controls the actual terms of coverage.

Pursuant to NJSA 52:14-17.28b, the cost of benefits shall be shared by employees, the amount of which shall be 1.5% of base salary. This obligation started effective May 21, 2010 per state law. Employees covered by this contract shall continue to pay 1.5% of base salary towards the cost of insurance until December 31, 2011. Effective January 1, 2012, employees covered by this contract shall pay according to the current prevailing state law in effect for 2012 regarding health insurance contributions for public employees.

SECTION 2

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

SECTION 3

All employees covered by this agreement shall be provided a paid family prescription drug plan subject to \$1.00 deductible for generic and \$10.00 for name brand prescriptions payable by the employee.

SECTION 4

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

SECTION 5

Pursuant to ordinance, the Township will pay the full cost of insurance referenced in Sections 1, 2, and 3 of this article for those employees who have retired in good standing upon completion of twenty (20) years of full-time continuous service, provided that such employees does not secure other full-time employment subject to the prevailing state law in effect in 2012 regarding contributions during retirement. Employees who have not yet retired will comply with current state law regarding contributions during retirement.

SECTION 6

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

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

ARTICLE VII

SAVINGS CLAUSE

SECTION 1

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

ARTICLE VIII

VACATION, PERSONAL DAYS, HOLIDAYS, AND SICK LEAVE

SECTION 1

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

<u>YEARS OF SERVICE</u>	<u># OF VACATION DAYS</u>
0 to end of 1 st year	5
Start of 2 nd year through 5 th year	10

Start of 6 th year through 10 th year	15
Start of 11 th year though 15 th year	20
Start of 16 th year	21
Start of 17 th year	22
Start of 18 th year	23
Start of 19 th year	24
Start of 20 th year	25

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

SECTION 11

Unauthorized absence:

- a) An employee who does not intend to report to work for any reason shall notify his supervisor during the first ½ hour of the normal

workday. Such absence shall otherwise be an unauthorized absence.

- b) The unauthorized absence from work of any employee in any calendar year will result in the following penalties:
- 1) One day unauthorized absence – written reprimand and loss of day's pay.
 - 2) Two days unauthorized absence – suspension without pay for three (3) days.
 - 3) Three days or more unauthorized absence – may be dismissed from Township employ.

SECTION 12

At the time of separation from the Township service, the employee shall be entitled, unless otherwise excluded by contractual provisions, to separation pay on the basis of (25%) percent of the sick leave accumulated and not used in his bank. In no event shall the payment exceed \$15,000 cap or the prevailing state law cap.

SECTION 13

For 2010, the Township will honor a program of annual sick time buyback per Township ordinance. In order to qualify for participation in this program, the employee must have and maintain a minimum of 720 hours in his/her sick leave bank. Only sick leave earned and not used in the prior calendar year shall qualify for this buyback program. Unused sick leave shall be cashed out at the rate of 45%.

Unused sick time may be totally or partially cashed in at the employee's discretion. The Township Treasurer shall, by January 31st, forward each employee a listing detailing the amount of hours in the employee's sick bank and the total number of hours eligible for the buyback program. Utilizing the same form, the employee will

indicate how many hours he/she wishes to sell back to the Township from the total number that remains for that year.

Once submitted, the number of hours requested for buyback may not be increased, but the employee may elect not to cash any or all sick time out by notifying the Township Treasurer in writing on or before February 15th. Employees will receive payment by March 1st.

Effective January 1, 2011, the program of annual sick time buy back has been eliminated.

SECTION 14

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

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

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

ARTICLE IX

EMBODIMENT OF AGREEMENT

SECTION 1

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

ARTICLE X

RATIFICATION

SECTION 1

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

ARTICLE XI

DURATION

SECTION 1

This Agreement shall be effective retroactive to January 1, 2010 and shall remain in full force and effect until December 31, 2013. On or before August 1, 2013, either party may serve notice upon the other party of intent to commence negotiations for a new Agreement. The parties will make every effort, after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 2013, the terms and conditions of this Agreement may continue in full force and effect until a new Agreement is executed, provided the parties shall mutually agree.

ARTICLE XII

MISCELLANEOUS

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

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

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

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

SECTION 6

The Township will purchase up to two pairs of Township approved safety shoes annually. The total amount expended, per individual employee, per year, shall not exceed the amounts listed below. Should an employee be able to purchase more than two

pair of safety shoes within the annual limit, the employee may receive reimbursement up to the following amount:

2010:	\$250.00
2011:	\$260.00
2012:	\$270.00
2013:	\$280.00

SECTION 7

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

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

SECTION 8

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

<u>2010 Work Year</u>	<u>2011 Work Year</u>
\$490.00	\$500.00
<u>2012 Work Year</u>	<u>2013 Work Year</u>
\$510.00	\$520.00

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

SECTION 9

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

SECTION 10

In accordance with Article VI: 47-33 of the Personnel Ordinance, all full-time, permanent employees shall be entitled to additional compensation based upon completed full years of service as of the employee's anniversary date of each year as follows:

- (1) Two percent (2%) at the end of the fifth year and start of sixth year.
- (2) Four percent (4%) at the end of the 10th year and start of the 11th year.
- (3) Six percent (6%) at the end of the 15th year and start of 16th year.
- (4) Eight percent (8%) at the end of the 20th year and start of 21st year.

ARTICLE XIII

CODE OF CONDUCT

SECTION 1

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

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

SECTION 2

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

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

SECTION 3

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

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

SECTION 4

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

SECTION 5

The Public Works Bargaining Committee shall be entitled to operate an informal grievance committee having the power to hear internal grievances among individual employees to determine whether a grievance has merit to present to the Township Administrator. Nothing herein shall prevent an individual from directly filing a grievance with the Township Administrator. The committee's power to resolve grievances shall in no way supersede, override or conflict with the Administrator's ability to resolve work place issues and responsibility over personnel, promotions, disciplinary policy, etc., or any other right of the Administrator contained in this contract, ordinance or New Jersey law.

TITLE XVI

WEST DEPTFORD TOWNSHIP DRUG & ALCOHOL POLICY

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

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

West Deptford Township is a drug-free work place.

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

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

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

DEFINITIONS

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

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

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

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

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

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

POLICY

Use/Possession During the Workday

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

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

Reasonable Suspicion

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

Reasonable suspicion testing shall be subject to the following:

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

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

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

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

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

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

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

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

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

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

Reasonable suspicion testing shall provide the following safeguards:

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

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

Involvement Off The Job

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

Prescription Drugs

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

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

Rehabilitation Program

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

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

Township rules, regulations or policies that would in and of themselves warrant dismissal.

Employees voluntarily seeking help for alcohol and drug related problems will be directed to a substance abuse counselor to evaluate the scope of the alcohol and/or drug problem and to determine the nature and extent of the treatment necessary. Admission to a substance abuse treatment and/or rehabilitation facility must meet regular group medical plan procedures or will only be provided at the employee's expense.

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

Confidentiality

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

WEST DEPTFORD TOWNSHIP PUBLIC
WORKS NEGOTIATING COMMITTEE

Mark Boucher
Mark Boucher

Don Devine
Don Devine

Bob Henning
Bob Henning

Dave Ligameri
Dave Ligameri

Dan Austin
Dan Austin

6-10-11
Date

WEST DEPTFORD TOWNSHIP

Anna Docimo
Anna Docimo, Mayor

Amy Leso
Amy Leso, Acting Township Clerk

6/9/11
Date