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**AGREEMENT**  
between  
**CITY OF PLAINFIELD**  
and  
**PLAINFIELD MUNICIPAL MANAGEMENT ASSOCIATION**

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

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**PREAMBLE**

**THIS AGREEMENT** entered into the day and year set opposite the signatures of the parties, by and between the City of Plainfield, a municipal corporation of the State of New Jersey, hereinafter called the "City," and the Plainfield Municipal Management Association, hereinafter called the "PMMA."

**WITNESSETH**

**WHEREAS**, the City and the PMMA 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 PMMA as the sole and exclusive collective bargaining representative for all Division and Unit Heads but excluding the following:

(a) All employees who are covered by other employee Agreements (FMBA, FOA, PBA Rank & File, PBA Superior Officers, PMEA and Teamsters).

(b) All employees who are considered non-Union (City Administrator, Deputy City Administrator, Department Heads, Executive Director, Economic Development, Fire Chief, Police Chief, Superintendent of Public Works, Comptroller, Health Officer/Assistant Director of Public Affairs & Safety, Personnel Director/Human Resources Manager, City Clerk, Municipal Court Director, Executive Assistant and Public Relations Manager).

## **ARTICLE II**

### **GRIEVANCE PROCEDURE**

#### **2-1. Purpose**

It is the purpose of the following grievance procedure to secure the equitable resolution of grievances at the lowest possible level.

#### **2-2. Definition of Grievance**

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

1. The application or interpretation of this Agreement; or,
2. The policies or practices of the City affecting an employee's terms

and conditions of employment.

A grievance may be filed by an employee, by the PMMA on behalf of the employee or by the PMMA.

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 terms and conditions which are not expressly set forth in this Agreement, shall not be processed to binding arbitration.

**2-3. Grievance Procedure**

The following procedure shall constitute the sole and exclusive method for resolving grievances covered by the Agreement.

**Step 1: Department Director**

An aggrieved employee shall file a written grievance with his or her department director within ten (10) working days of the occurrence giving rise to the grievance. Simultaneously, a copy of the written grievance shall also be filed with the Director of Personnel. Failure to file a grievance in the allotted time shall constitute an abandonment and waiver of the grievance.

The written grievance shall set forth facts of the grievance and specific Articles and Sections of the Agreement allegedly violated. Any documentation relied upon shall be annexed to the grievance.

The department director may in his/her sole discretion meet and confer with the

aggrieved and shall give a written decision to the grievance within ten (10) working days after receipt of the grievance or meeting, whichever is later.

**Step 2: City Administrator**

If the grievance is not satisfactorily resolved at Step 1, or if no written decision has been rendered within ten (10) working days as set forth in Step 1, the grievance may be referred to the City Administrator within ten (10) working days from the date the written decision was or should have been rendered at Step 1. Failure to move the grievance within the aforesaid time shall constitute an abandonment and waiver of the grievance.

The City Administrator may in his/her sole discretion meet and confer with the aggrieved employee and shall render a written decision within ten (10) working days after receipt of the grievance or meeting, whichever is later.

The decision of the City Administrator shall be final and binding upon the parties unless it is an arbitrable grievance as defined in section 2-2 of this Article.

**Step 3: Arbitration**

If the grievance is not satisfactorily resolved at Step Two, the Union shall have the right within ten (10) calendar days of the date the Step Two 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.

### 2-3. 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 PMMA. Failure by the City to timely respond to a grievance shall be deemed to be a denial of the grievance and shall permit the employee or the PMMA, 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 agreed to by the parties. An employee grievance must be signed by the employee. An employee grievant shall have the right to be represented by a PMMA representative through the steps of the grievance procedure.

### ARTICLE III

#### SALARIES

3-1. The salary guides for employees for 1995, 1996 and 1997 are set forth in Schedule A of this Agreement which reflects a two percent (2%) across-the-board increase effective January 1, 1995, a three percent (3%) across-the-board increase effective January 1, 1996 and a three percent (3%) across-the-board increase effective January 1, 1997.



**ARTICLE IV**

**LONGEVITY**

4-1. The City shall pay longevity, subject to the conditions of Section 11:4-1 of the Municipal Code of the City of Plainfield 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

4-2. 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.

4-3. 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 of the City of Plainfield, to receive his/her first longevity payment after eight (8) years of service, according to the constraints of Section 4-2 and the pay schedule in Section 3-1 of this Agreement.

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

**ARTICLE V**

**INSURANCE PROTECTION**

5-1. 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.

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, worker'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.

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.

5-2. The City shall provide a dental plan starting on January 1, 1989. 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 those employees covered by this Agreement.

5-3. If negotiations with all 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.

5-4. 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., the Traditional Plan or HMO (if HMO permits participation). The level of benefits will be equal to that received by City employees.

ARTICLE VI

VACATIONS AND HOLIDAYS

6-1. 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 for 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 a 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.

6-2. Employees may accumulate and bank up to fifteen (15) vacation days. No more than fifteen (15) vacation days may be banked at any one time.

If more than fifteen (15) vacation days are banked, excess vacation days, shall be paid in cash by March 31st of the following year. This payment of excess vacation days will be for the year 1989 only, thereafter, employees covered by this Agreement may accumulate and bank up to fifteen (15) vacation days, but no more than fifteen (15) vacation days at any one time. This provision shall be administered in accordance with Municipal Code 11:9-4(b) of the Municipal Code.

6-3. The City agrees to grant the following official holidays with pay to the members of the PMMA 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	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Half Day Christmas Eve	Independence Day
Christmas Day	Half Day New Year's Eve
Labor Day	

6-4. 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 a 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 VII

### SICK LEAVE

7-1. 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, with indefinite accumulation.

7-2. 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.

7-3. Under the provisions of this Article, payment of accumulated sick leave 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 7-2 above shall be excluded from the cap herein.

### ARTICLE VIII

#### SUPERVISOR DAYS

8-1. Effective for the period January 1, 1991, employees shall be entitled to four (4) supervisor days subject to the procedures hereinafter set forth. The purpose of supervisor days is to compensate management level employees for hours associated with required attendance at night meetings.

8-2. Supervisor days are in addition to 1991 sick leave and vacation leave entitlements and shall not be charged to sick leave or vacation leave.

8-3. One supervisor day must be taken in each quarter.

January - March	1 day
April - June	1 day
July - September	1 day
October - December	1 day

8-4. Supervisor days shall be non-cumulative and cannot be carried over into the next quarter. If the day is not used during the applicable quarter, it is lost. Supervisor days are to be documented on the Payroll Transmittal with the designation "SUP". Supervisor days can be used at the discretion of the employee,

thereby requiring no advance notice unless so stipulated by the department head or City Administrator.

8-5. The Division of Audit and Control will maintain a cumulative record of the employee's usage of supervisor days and provide a quarterly summary to the City Administrator, department head and Personnel.

## ARTICLE IX

### MANAGEMENT'S RIGHTS

#### 9-1. 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 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 11A or any other national, state, county or local laws or ordinances.

The City shall have 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.

**9-2. Maintenance of Operations**

The PMMA covenants and agrees that during the term of this Agreement, neither the PMMA 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 wilful absence of any employee from his/her duties of employment), work stoppage, slowdown, walkout or other mass absenteeism against the City. The PMMA 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 bargaining unit employee shall be deemed grounds for disciplinary action.



9-3. 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 PMMA or by bargaining unit employees. It is understood that the PMMA has the same legal rights outlined in this paragraph.

## **ARTICLE X**

### **CLOTHING ALLOWANCE**

10-1. A yearly clothing allowance in the amount of Four Hundred (\$400) Dollars shall be paid to bargaining unit employees currently receiving same.

## **ARTICLE XI**

### **AGENCY FEE & DUES CHECK-OFF**

11-1. **Agency Fee.** Effective January 1, 1995, any employee covered by this Agreement who does not join the PMMA 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 PMMA by automatic payroll deduction. The representation fee shall not exceed eighty-five (85%) percent of the regular PMMA membership dues, fees and assessments as certified to the Employer by the PMEA. The PMEA will establish a

lawful demand and return system. The PMMA may revise its certification of the amount of the representation fee at any time to reflect changes in the regular PMMA membership dues, fees and assessments. The PMMA's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the PMMA 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 PMMA and the City.

11-2. **Check-off.** The City agrees to deduct membership dues in such amounts as shall be fixed pursuant to the Bylaws and Constitution of the PMMA during the full term of this Agreement and any extension or renewal thereof. The dues or representation fee shall be deducted bi-weekly.

11-3. The PMMA 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 PMMA under this Article.

## ARTICLE XII

### MISCELLANEOUS

12-1. **Drug Policy.** Effective January 1, 1995, the parties agree to the Drug Policy of the City which is annexed hereto as Attachment A.

12-2. **Worker's Compensation.** Effective January 1, 1995, all workers'

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 XIII**

#### **FULLY BARGAINED AGREEMENT**

13-1. 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.

13-2. 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 XIV**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of January 1, 1995 and shall continue in effect through December 31, 1997.

**IN WITNESS WHEREOF**, the PMMA 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 herein.

**ATTEST:**

**PLAINFIELD MUNICIPAL MANAGEMENT ASSOCIATION**

Mary Bernier

By: John A. DiR...

Date: August 21, 1995

**ATTEST:**

**CITY OF PLAINFIELD**

Cecilia E. Bernidey  
DEPUTY CITY CLERK

By: [Signature]

Date: 9.1.95

ENTER PERCENTAGE:

0.02%

City of Plainfield  
PWA SALARY GUIDE JAN-DEC 1995

	1	2	3	4	5	6	7	8	9	10	11	
1	519	16057	16607	16126	15645	16164	16684	17203	17723	18243	18762	19286
2	540	16744	17284	16824	16363	16903	17443	17982	18522	19062	19601	20147
3	565	17409	17965	17531	17098	17664	18230	18796	19361	19927	20493	21063
4	593	18121	18715	18307	17901	18495	19088	19682	20275	20869	21462	22060
5	617	18893	19510	19126	18743	19360	19976	20593	21209	21826	22443	23064
5	650	19733	20383	19974	19563	20174	20784	21393	22002	22614	23224	23838
7	680	19507	20187	19867	19548	20228	20908	21588	22268	22948	23628	24308
7	712	19372	20064	19796	19508	20221	20933	21645	22357	23069	23781	24493
9	747	20295	21042	20796	20509	21221	21933	22645	23357	24069	24781	25493
9	783	21259	22043	21825	21609	22393	23176	23960	24744	25528	26312	27096
10	817	22267	23085	22901	22718	23535	24351	25168	25986	26802	27619	28436
11	855	23300	24155	24009	23864	24718	25574	26429	27283	28137	28992	29846
12	892	24434	25332	25232	25130	26028	26926	27824	28722	29620	30518	31416
14	942	25602	26543	26485	26427	27367	28307	29247	30187	31127	32067	33007
15	984	26827	27811	27795	27779	28762	29746	30730	31714	32698	33682	34666
16	1032	28110	29142	29173	29205	30188	31172	32156	33140	34124	35108	36092
17	1080	29476	30557	30636	30716	31700	32684	33668	34652	35636	36620	37604
18	1127	30906	32033	32161	32289	33273	34257	35241	36225	37209	38193	39177
19	1187	32396	33577	33744	33910	34894	35878	36862	37846	38830	39814	40798
20	1243	33948	35191	35388	35585	36569	37553	38537	39521	40505	41489	42473
21	1306	35576	36880	37106	37332	38316	39300	40284	41268	42252	43236	44220
22	1365	37314	38680	39046	39411	40395	41379	42363	43347	44331	45315	46299
23	1437	39120	40557	41094	41630	42614	43598	44582	45566	46550	47534	48518
24	1507	41015	42523	43126	43729	44713	45697	46681	47665	48649	49633	50617
25	1576	43028	44604	45279	45954	46938	47922	48906	49890	50874	51858	52842
26	1635	45120	46775	47504	48233	49217	50201	51185	52169	53153	54137	55121
27	1735	47316	49048	49848	50648	51632	52616	53600	54584	55568	56552	57536
28	1819	49631	51450	52369	53288	54272	55256	56240	57224	58208	59192	60176
29	1911	52061	53971	54983	55995	57007	58019	59031	60043	61055	62067	63079
30	2001	54619	56619	57620	58621	59622	60623	61624	62625	63626	64627	65628
31	2099	57316	59413	61514	63612	65711	67812	69911	72011	74110	76209	78308
32	2204	60122	62326	64530	66734	68937	71141	73345	75549	77753	79956	82160
33	2311	63066	65377	67689	69999	72311	74622	76934	79246	81556	83867	86177

ENTER PERCENTAGE:  
PRIOR YEAR %

0.030  
0.020

City of Plainfield  
PIMA SALARY GUIDE

JAN-DEC 1996

	1	2	3	4	5	6	7	8	9	10	11	
1	535	14510	15045	15380	16114	16649	17184	17720	18255	18790	19325	20821
2	556	15186	15743	16299	16954	17410	17967	18522	19078	19634	20189	21307
3	563	15862	16444	17027	17611	18194	18777	19359	19942	20525	21108	22251
4	611	16604	17215	17827	18438	19050	19661	20273	20883	21495	22105	23278
5	635	17400	18035	18670	19305	19941	20575	21211	21845	22481	23116	24312
6	570	18203	18873	19543	20212	20882	21552	22220	22890	23560	24229	25459
7	701	19062	19763	20463	21165	21865	22567	23267	23967	24669	25369	26631
8	734	19933	20636	21340	22043	22743	23442	24142	24842	25543	26243	27551
9	770	20904	21673	22444	23213	23983	24752	25521	26292	27061	27831	29162
10	307	21857	22704	23510	24318	25125	25931	26739	27546	28352	29159	30527
11	841	22935	23777	24618	25459	26301	27142	27983	28825	29666	30507	31909
12	880	23999	24879	25759	26639	27520	28401	29281	30161	31041	31921	33363
13	925	25167	26092	27019	27944	28869	29794	30719	31644	32569	33494	34979
14	970	26370	27340	28310	29290	30248	31218	32188	33158	34128	35098	36630
15	1013	27632	28645	29659	30673	31685	32698	33712	34725	35738	36751	38325
16	1063	28953	30016	31072	32141	33203	34266	35328	36391	37454	38517	40139
17	1112	30361	31473	32585	33697	34809	35920	37033	38144	39255	40368	42041
18	1161	31833	32954	34075	35196	36317	37438	38559	39680	40801	41922	43606
19	1223	33362	34584	35805	37029	38251	39475	40697	41920	43142	44364	46147
20	1281	34966	36246	37527	38807	40088	41370	42650	43931	45211	46492	48334
21	1345	36643	37987	39332	40677	42023	43368	44712	46057	47402	48748	50653
22	1406	38433	39841	41247	42653	44059	45465	46871	48278	49684	51090	53058
23	1480	40294	41774	43254	44733	46213	47692	49172	50652	52130	53611	55651
24	1533	42246	43799	45351	46904	48457	49910	51362	52815	54268	55720	58335
25	1623	44319	45942	47565	49188	50812	52434	54057	55680	57303	58925	61110
26	1705	46473	48173	49883	51589	53293	54998	56704	58409	60113	61819	64086
27	1787	48733	50520	52308	54094	55882	57669	59457	61243	63031	64818	67167
28	1874	51120	52993	54867	56741	58615	60489	62363	64238	66112	67985	70421
29	1968	53622	55590	57559	59527	61494	63461	65431	67400	69368	71335	73865
30	2061	56257	58318	60379	62439	64501	66561	68622	70683	72744	74804	77425
31	2162	59034	61196	63359	65521	67683	69846	72008	74171	76333	78495	81219
32	2270	61925	64195	66466	68736	71005	73275	75545	77816	80086	82355	85187
33	2381	64958	67338	69719	72099	74480	76860	79242	81622	84003	86383	89324

ENGINE PERCENTAGES:  
 FROM YEAR 4

0.03%  
 C.03%

City of Plainfield  
 PWMA SALARY GUIDE  
 JAN-DEC 1997

	1	2	3	4	5	6	7	8	9	10	11	
1	551	16945	15496	16067	16597	17149	17700	18251	18802	19354	19905	21033
2	573	15642	16215	16788	17362	17933	18506	19077	19650	20223	20795	21947
3	600	16337	16936	17536	18139	18746	19340	19942	20540	21141	21741	22918
4	630	17102	17733	18361	18992	19622	20251	20881	21510	22140	22769	23976
5	654	17922	18576	19230	19884	20539	21192	21847	22500	23155	23810	25042
6	690	18749	19439	20129	20818	21508	22198	22887	23577	24267	24956	26223
7	722	19634	20355	21077	21800	22521	23244	23965	24686	25409	26131	27430
8	756	20551	21307	22062	22816	23571	24330	25085	25841	26597	27353	28687
9	793	21531	22324	23117	23909	24703	25495	26287	27081	27873	28666	30037
10	831	22554	23385	24215	25047	25879	26709	27541	28372	29203	30034	31443
11	867	23623	24490	25356	26223	27090	27956	28823	29690	30556	31423	32867
12	907	24719	25626	26532	27439	28345	29253	30159	31066	31972	32879	34364
13	953	25922	26875	27829	28782	29735	30688	31640	32593	33546	34499	36029
14	999	27161	28160	29159	30158	31156	32155	33154	34153	35152	36151	37729
15	1044	28461	29505	30549	31593	32635	33679	34723	35767	36810	37854	39475
16	1094	29822	30916	32011	33105	34199	35294	36388	37482	38578	39672	41344
17	1145	31271	32418	33562	34702	35843	36983	38124	39265	40405	41549	43302
18	1196	32783	33984	35181	36376	37572	38768	39964	41160	42356	43553	45326
19	1259	34363	35622	36881	38140	39399	40659	41918	43177	44435	45695	47531
20	1319	36015	37334	38653	39972	41291	42611	43930	45249	46568	47887	49784
21	1385	37742	39126	40512	41896	43283	44669	46053	47439	48824	50210	52173
22	1449	39586	41036	42484	43933	45381	46829	48277	49727	51175	52623	54650
23	1524	41503	43027	44552	46075	47599	49122	50647	52171	53694	55219	57320
24	1599	43513	45113	46712	48311	49910	51510	53109	54708	56308	57907	60065
25	1672	45649	47320	48992	50663	52336	54007	55679	57350	59022	60695	62943
26	1756	47867	49623	51379	53136	54892	56648	58405	60161	61917	63674	66008
27	1841	50195	52035	53877	55717	57559	59399	61240	63081	64922	66762	69182
28	1930	52653	54583	56513	58443	60373	62303	64233	66165	68095	70025	72533
29	2027	55231	57258	59286	61313	63339	65367	67394	69422	71449	73475	76081
30	2123	57945	60067	62190	64312	66436	68558	70681	72803	74926	77048	79749
31	2227	60805	63032	65260	67486	69713	71941	74168	76396	78623	80850	83655
32	2338	63783	66121	68460	70798	73135	75473	77812	80150	82489	84835	87743
33	2452	66907	69358	71811	74262	76715	79166	81619	84070	86523	88974	92004

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-1991-2

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)

- JNS  
7/18/95
- ASC  
7/18/95
- (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.



## 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

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.

Page 11 of Drug Policy

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

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

D. CONFIRMATION TESTING

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

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

RESULTS

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

CHAIN OF CUSTODY

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

SPECIMEN STORAGE/DISPOSAL

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

E. REPORTS (Written)

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

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

REPORTS (Monthly)

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

(a) PRELIMINARY SCREENING:

Number of specimens received:

Number of specimens screened positive for:

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

Number of specimens tested with Quality Control Program:

Number of false positive results by drug:

(b) CONFIRMATION TESTING:

Number of specimens received:

Number of specimens confirmed positive for:

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

F. BLIND SPECIMENS

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

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

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

#### G. SECONDARY INDEPENDENT CONFIRMATION

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

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

#### X. CHAIN OF CUSTODY

##### A. LABORATORY REQUIREMENTS AND RESPONSIBILITIES

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

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

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

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

#### B. SPECIMEN CONTROL

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

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

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

#### C. TRANSPORTATION

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

#### D. RECEIVING LABORATORY

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

#### E. ACCESSION (PRETEST PREPARATION)

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

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

#### F. SHORT TERM REFRIGERATE STORAGE

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

#### G. QUALITY ASSURANCE AND CONFIDENTIALITY

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

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

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

### XIII. 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



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

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

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

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

#### XIII. EMPLOYEE OPTIONS

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

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

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

#### XIV. EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

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

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

#### CONFIDENTIALITY

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

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

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

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

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

#### XVI. DRUG TESTING PROGRAM ANNUAL REVIEW

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

Under proposed regulations federal contractors and grantees must:

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

#### XIX. PROVISION OF SEVERABILITY

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

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

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

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

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

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

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

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

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

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.