

AGREEMENT
BETWEEN THE
CITY OF PLAINFIELD
AND
TEAMSTERS UNION LOCAL 102
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
(BLUE COLLAR WORKERS)

JANUARY 1, 2001 - DECEMBER 31, 2004

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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 Teamsters Union Local 102, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union".

WITNESSETH

WHEREAS, the City and the Union recognize and declare that providing 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 management questions, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, it is the purpose of this Agreement to prescribe the legitimate rights of those municipal employees working in the Recreation, Police and Public Works Divisions who are members of the Union and to provide orderly and peaceful procedures for presenting employee grievances and proposals and to protect the rights of the public in the City of Plainfield.

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

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

The City hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for employees of the maintenance force of the Recreation and Police Divisions, and those of the Public Works Division, including clerical employees, that perform in the following classifications: Assistant Supervisor Public Works; Building Maintenance Worker; Clerk Transcriber; Equipment Operator; Laborer, Mechanic; Mechanic's Helper; Motor Broom Driver; Parking Enforcement Officer; Parking Meter Supervisor; Public Works Repairer; Public Works Trainee; Recreation Maintenance Worker; Secretarial Assistant Typing, Senior Building Maintenance Worker; Senior Clerk Typist; Senior Public Works Repairer; Senior Recreation Maintenance Worker; Senior Road Repairer, Senior Sewer Maintenance Worker; Sewer Maintenance Worker; Supervising Mechanic; Supervisor Building Services; Supervisor Streets; Supervisor Trees; Supervisor Public Works; Supervisor Recreation Maintenance; Supervisor Sanitation, Senior Tree Climber; Tree Climber; General Supervisor Public Works; Senior Sign Designer Processor and Letter; Sign Designer Processor and Letter; Cashier; and Senior Clerk Transcriber.

ARTICLE II

NEGOTIATION PROCEDURE

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

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

2-3. Continuing review of this Agreement.

Representatives of the City and Union negotiating committee shall meet at least once each month, unless waived by both parties, for the purpose of reviewing the administration of this Agreement, and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.

2-4. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any negotiated benefit reduced to writing and existing prior to its effective date. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may not be) subject to collective bargaining. Any prior commitment or agreement between the City and the Union or any individual employee covered by this Agreement is hereby superseded.

2-5. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matters whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

ARTICLE III

AGENCY SHOP

3-1. Any employee, covered by this Agreement, who does not join the Union within thirty (30) days of the effective date of this Agreement, and 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 Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the City by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fees shall continue beyond the termination of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the City.

3-2. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the City and the Union and consistent with applicable law) the City agrees to deduct membership dues (and initiation fees where applicable),

in such amount as shall be fixed pursuant to the Bylaws and Constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The City shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Union.

3-3. If, during the life of this Agreement, there shall be any changes in the rate of membership dues, the Union shall furnish the City written notice thirty (30) days prior to the effective date of such changes.

3-4. The Union will provide the necessary "check-off authorization" form and the Union will secure signatures of its members on the forms and deliver the signed forms to the City.

3-5. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon information and/or action submitted in writing by the Union to the City.

ARTICLE IV

GRIEVANCE PROCEDURE

4-1. Grievance Definition.

A grievance, as used herein, is a claimed breach, misinterpretation or improper application of the terms of this Agreement.

4-2. Statement of Policy and Purpose.

It is the policy of the City that every employee at all times be treated fairly, courteously and with respect. Conversely, each employee is expected to accord the same treatment to his associates, supervisors and to the public. To this end, the following procedure is intended to provide an exclusive vehicle for the prompt and equitable settlement of employee grievances.

No grievance settlement reached under the terms of this Agreement shall add to, subtract from or modify any terms of this Agreement.

4-3. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, with the exception of major disciplinary action and other matters which are cognizable under the New Jersey Civil Service Law and the rules and regulations promulgated by the New Jersey Department of Personnel. The steps of the grievance procedure shall be followed in their entirety unless waived in writing by mutual consent:

Step One: Immediate Supervisor

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

Step Two: Division Head

If the grievance is not settled at Step One, the grievant shall file a formal written grievance with the Division Head, with a copy being given to the Director of Personnel and the immediate supervisor to whom the grievance was first submitted, within ten (10) calendar days of the date the Step One answer was received or should have been received. A meeting shall be held between the Division Head, the grievant and the Union President (or his designee) to facilitate a satisfactory solution to the grievance. The Division Head shall provide a written answer to the grievance within ten (10) calendar days after receipt of the grievance.

Step Three: Department Head

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

The Department Head shall meet with the grievant and the Union President (or his designee) to facilitate a satisfactory resolution of the grievance. The Department Head shall file a written answer to the grievance within ten (10) calendar days of the receipt of the grievance.

Step Four: City Administrator

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

Step Five: Arbitration

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

The cost for the services of the arbitrator shall be borne equally by the parties. Any other expenses, including, but not limited to, the presentation of witnesses and attorney 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 the 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 expressed 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.

4.4. 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 Union. Failure by the City to respond shall be deemed to be a denial of the grievance and shall permit the employee or the Union, 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.

4.5. Written grievances shall be presented on the form prepared by the City. An employee grievance must be signed by the employee. An employee grievant shall have the right to be represented by a Union representative through the steps of the grievance procedure.

4.6. All papers and documents relating to a grievance and its disposition will be placed in the employee's personnel file. Notification of all actions taken concerning the grievance shall be transmitted in writing to the employee.

4-7. Pending the complete of the grievance procedure, neither the Union nor the employee shall make public the proceedings in process by press releases, public interviews or the like.

ARTICLE V

EMPLOYEES' RIGHTS AND RESPONSIBILITIES

5-1. Employees' rights and responsibilities shall be in accordance the Chapter 11 of the Municipal Code of the City of Plainfield. The City agrees to provide specific Rules and Regulations for those employees in the Public Works, Recreation and Police Divisions.

ARTICLE VI

CITY'S RIGHTS AND PRIVILEGES

6-1. 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 limitation, all 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 exercise 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 extend 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.

The City shall have the right to take action to comply with the mandatory requirements of federal and state laws and regulations. Prior to taking such action, the City will negotiate with the Union over any mandatory subject of bargaining.

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

6-2. Maintenance of Operations.

The Union covenants and agrees that during the term of the Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of an employee from his or her duties of employment), work stoppage, slowdown, walkout or other mass absenteeism against the City. The Union agrees that such action would constitute a material breach 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 employee represented by the Union shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

Nothing contained in this Agreement pursuant to Article 6-2 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 damage, or both, in the event of such breach by the Union or its members.

ARTICLE VII

SALARIES

7-1. The salary guides for employees for 2001, 2002, 2003 and 2004 are set forth in Schedule A of this Agreement which reflects a 0% across the board increase for the period of January 1, 2001 through December 31, 2001; a 0% across the board increase for the period of January 1, 2002 through June 30, 2002; a 4% across the board increase for the period of July 1, 2002 through December 31, 2002; a 2% across the board increase for the period of January 1, 2003 through June 30, 2003; a 2% across the board increase for the period of July 1, 2003 through December 31, 2003; a 3% across the board increase for the period of January 1, 2004 through June 30, 2004; and a 2% across the board increase for the period of July 1, 2004 through December 31, 2004.

7-2. Overtime.

1. Employees shall be compensated for overtime work when such compensation has been authorized by the Department Director.
2. Overtime compensation shall be computed at an hourly rate equal to one and one-half (1 ½) times the equivalent regular hourly rate of the employee.
3. Whenever an employee is required to work the seventh day in the normally prescribed work week or on holidays, authorized overtime compensation shall be computed at an hourly rate equal to two (2) times the equivalent regular hourly rate of the employee.
4. In all instances, overtime compensation shall commence only after the employee has worked the normal number of hours in any work day or of his normally prescribed work week. Holiday, vacation days and authorized sick days shall be counted toward the normal work week and as consecutive work days.

5. At the discretion of the Department Director, compensatory leave may be given in lieu of overtime. Compensatory leave, when granted, must be scheduled and used within 90 days from the time earned, unless otherwise requested by the employee and approved by the Department Head. Compensatory leave shall be granted on the same basis as overtime compensation as set forth above.

7-3. Emergency Call-In.

When it becomes necessary for personnel eligible for overtime to be called out on an emergency call, such personnel will be credited with a minimum of two hours time at the appropriate overtime rates.

ARTICLE VIII

LONGEVITY

8-1. For employees hired prior to January 1, 1994, the City shall pay longevity, subject to the conditions of Section 11:4-1 of the Municipal Code, to all employees having completed the following years of service:

10 years of service	-	\$	500.00
15 years of service	-	\$	900.00
20 years of service	-	\$	1,200.00
25 years of service	-	\$	1,500.00

8-2. Longevity pay 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. Employees hired after June 30th, the base year will become effective the following full calendar year.

8-3. In addition, the City agrees to the following exception: Any full-time employee who was a full-time on or before July 1, 1976 is eligible, under the constraints of Section 8-2 of the Agreement and the provisions of Section 11:4-1 of the Municipal Code, to receive his or her first longevity payment after eight (8) years of service.

8-4. 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 IX

INSURANCE PROTECTION

9-1. The City shall pay the entire cost of the Traditional Plan (hospitalization coverage administered by Horizon Blue Cross Blue Shield of New Jersey, Inc. and medical/surgical and major medical coverage administered by Horizon Blue Cross Blue Shield of New Jersey, Inc., 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 coverage administered by the Horizon Blue Cross Blue Shield of New Jersey) 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.

9-2. The City further agrees to provide a long term disability plan at no cost to employees who have less than ten (10) years in the Public Employees Retirement System. Such plan shall provide, when combined with other existing benefits, at least fifty (50%) percent of the employee's salary. However, such plan will not be effective until such time as the employee has exhausted all of his or her sick leave, vacation, workmen'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 and eighty (180) day waiting period, the City agrees to pay fifty (50%) percent of the employee's salary up to the expiration of the one hundred and eighty (180) day waiting period. Such payment of the fifty (50%) percent of salary will be provided following a determination by the City Physician that the employee's illness or injury is of sufficient quality and duration that it could qualify the employee for long-term 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.

9.3. The City may allow, with the approval of the City Administrator, employees who experience a lengthy off-duty illness or injury to borrow up to two (2) years future sick 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.

9-4. The City agrees at its sole expense to continue health insurance coverage for employee, spouse and eligible dependents for those employees whose retirement is based upon twenty-five (25) years or more of credited service in their pension system (except those who elect a deferred retirement) or a disability retirement regardless of years of service. Said health insurance coverage shall be the same coverage as provided to City employees.

9-5. If negotiations with other bargaining units results in changes in health coverage, the parties to this Agreement agree to immediately reopen this Agreement for the purpose of negotiating similar changes to the insurance coverage set forth in this article.

ARTICLE X
VACATION AND HOLIDAYS

10-1. **Vacations.**

1. All full-time employees covered by this Agreement shall earn vacation on the basis of the following schedule:

1 – 5 years of service -- 13 working days vacation during each year of service;

6 – 10 years of service -- 16 working days vacation during each year of service;

11 - 15 years of service -- 19 working days vacation during each year of service;

16 - 20 years of service -- 22 working days vacation during each year of service;

21 years of service and over – 26 working days vacation during each year of service.

2. For purposes of computing years of service for vacation leave, any one whose date of employment falls between January 1 through September 30 inclusive, is entitled to count that period as a year of service. Vacation shall be computed on a calendar year basis, that is, January 1 to December 31.

3. New full-time employees shall be entitled to one working day of vacation leave for each month during the first calendar year of service. A person employed before the 15th of the month shall be considered to have been employed for the entire month. Employees shall not be eligible to take earned vacation leave unless they have been employed for six consecutive months.

4. Permanent part-time employees are eligible for vacation leave on a prorated basis. Temporary, part time and seasonal employees shall not be eligible for vacation leave.

5. **Employees will be allowed to carry over up to fifteen (15) vacation days, without the need for approval to the next calendar year.**

6. Vacation schedules shall be established taking into account the desires of the employees and the needs of the City. When there is a conflict in the choice of vacation time among employees, job seniority shall prevail.

10-2. Holidays.

1. The City agrees to grant the following official holidays with pay to employees of the bargaining unit:

- a) New Year's Day
- b) Martin Luther King's Birthday
- c) Washington's Birthday
- d) Good Friday
- e) Memorial Day
- f) Independence Day
- g) Half Day the Day before Labor Day
- h) Labor Day
- i) Half Day Election Day
- j) Veteran's Day
- k) Thanksgiving Day
- l) Friday after Thanksgiving Day
- m) Half-Day Christmas Eve
- n) Christmas Day
- o) Half-Day New Year's Eve

2. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on a preceding Friday.

3. In the event a holiday is observed while an employee is on paid vacation or paid sick leave, that day shall not be deducted from the employee's accumulated sick or vacation leave.

4. To be eligible to receive holiday pay, an employee must work the regularly scheduled work day before the holiday and the regularly scheduled work day after the holiday, unless he has been excused by his superior or unless his superior is satisfied that his absence was justified.

5. The Mayor, in his sole discretion, may direct an alternate day of observance of the aforementioned official holidays.

ARTICLE XI

SICK LEAVE

11-1. 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) days per year.

11-2. All unused sick leave accumulated in 1982 or prior to 1982 will be paid out at retirement on the basis of one-third (1/3) per full day accumulated or upon separation in good standing one-fourth (1/4) day per full day accumulated at salary rates earned in 1982. In subsequent years, accumulated time shall be paid at the salary rate earned during the year in which it is accumulated on the basis of one-third (1/3) day per full day accumulated upon retirement and one-fourth (1/4) day per full day accumulated upon separation. When current or accumulated time is used for illness, they are paid at current rates. They shall be used on a first in, first out basis.

11-3. Employees may take up to forty-four (44) work days leave of absence with pay just prior to retirement and have such time charged off to their accumulated sick days with the 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. A letter of commitment to retire must be given in advance of this leave of absence.

11-4. Effective January 1, 1986, each employee may convert each year up to three (3) sick days into personal days. Personal days not used during the calendar year will be converted back into accumulated sick leave days effective the next following calendar year. Except in cases of emergencies, employees must notify their supervisor at least twenty-four (24) hours in advance in order to be eligible to take a personal day. In case of emergencies, employees must notify their supervisor as soon as possible.

11-5. Effective January 1, 1995, payment of accumulated sick leave under the provisions of this Article shall be capped in the amount of \$15,000, regardless of the number of such days accumulated. The forty-four (44) work days leave of absence set forth in section 11-3 above shall be excluded from the cap herein.

ARTICLE XIII

UNIFORMS

12-1. The City shall furnish two (2) pairs of safety shoes (not to exceed the cost of \$100.00 per pair) as needed to each member each year. The City agrees to initiate the bidding process in order to secure a vendor to meet the needs of the membership as it relates to safety shoes. Until such time as the bidding process has been completed and a Vendor to supply safety shoes has been selected, employees will be reimbursed up to \$100.00 per pair of safety shoes upon presentation of a valid receipt, no more often than once every six (6) months, beginning January 1, 2003.

12-2 The City shall supply gloves to members as needed up to maximum of four (4) pairs per year.

12-3. The City shall supply rental uniforms to members each year, which will include an overcoat. Those employees of the Sewer and Sanitation units will be provided an extra set of uniforms.

ARTICLE XIII

WORK WEEK

13-1. Standard work hours for the regular work force shall be 7:00 a.m. to 3:30 p.m., provided that during winter months there are no complaints or other operating problems as a result of earlier work hours. An unpaid lunch shall be observed from 11:30 p.m. to 12:00 noon.

There shall be a paid fifteen (15) minute rest period during the morning hours and another paid fifteen (15) minute rest period during the afternoon hours.

13-2. Standard work hours for the sanitation work force shall be 5:00 a.m. to 1:00 p.m., with two (2) paid fifteen (15) minute rest periods. There shall be no entitlement to a lunch period.

13-3. Standard work hours for the building maintenance work force shall be 4:00 p.m. to 12:00 a.m., with an option of either a one (1) hour paid lunch or two (2) paid fifteen (15) minute rest periods with a unpaid thirty minute lunch period.

13-4. The City, in its sole discretion, may establish a winter shift with work hours from 3:30 p.m. to 12:00 a.m., with two (2) fifteen minute rest periods and an unpaid thirty (30) minute lunch period. This shift may be implemented for the period November 1 through March 31 of each year (or any portion thereof) and, if implemented, shall remain in effect for the entire period, unless terminated sooner by the City. If the City terminates the shift prior to March 31 of a given year, it may not thereafter reinstate the shift for that year.

Shift Differential: Employees assigned to the winter shift shall be paid an additional fifty cents (\$.50) per hour above their regular base compensation during the period they work the winter shift.

Selection: The City will assign employees to the winter shift utilizing the following procedure. First, it shall request volunteers beginning with the most senior employee on the seniority list. A more senior employee shall be selected over a less senior employee, provided the more senior

employee has the proven skill and ability to perform the work which shall be determined in the sole discretion of the City. If an insufficient number of employees volunteer for the winter shift, the City shall then assign employees to the shift, starting with the least senior employee, provided the employee has the proven skill and ability to perform the work which shall be determined in the sole discretion of the City.

Notice: The City shall provide written notice to the Union and the employees who are selected for the winter shift two (2) weeks prior to the implementation of the shift in any given year. The City will endeavor to give reasonable advance written notice to the Union and employees should it discontinue the winter shift prior to March 31 of any given year.

13-3. When an employee is requested to work twelve (12) or more consecutive hours, he shall be granted a second period of one-half (1/2) hour duration at no loss of pay, and he shall be granted an additional one-half (1/2) hour lunch period for each five (5) consecutive hours over the above mentioned twelve (12) consecutive hours at no loss of pay.

ARTICLE XIV

MISCELLANEOUS

14.1. This agreement constitutes City policy for the terms of said Agreement, and the City shall carry out the commitments contained herein and give full force and effect as City policy.

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

14-3. The City and Union agree that there shall be no discrimination and that all practices, procedures and policies of the City system shall clearly exemplify that there is no discrimination in the

hiring, training, assignment, promotion, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, marital status or sex.

14.4. Copies of this Agreement together with copies of the City Personnel Ordinance, shall be available for review to members of the Union.

14.5. If there is any conflict between the terms of this Agreement and any ordinance hereafter enacted, the terms of this Agreement shall prevail unless modified in writing by the parties hereto.

14.6. Any member working eight (8) hours or more in the course of any one work week in a higher classification shall receive the rate of pay of the higher classification. The rate of pay to be received will be determined by use of the promotional formula. The employee in such a situation will be paid at the higher rate of pay for all hours actually worked in that classification, provided that the individual is qualified to perform the duties of such classification and provided further that the individual is authorized to perform the duties of the higher classification by his or her Department Director. This shall not apply to those employees who are considered Public Works Trainees. In cases where Trainees are assigned to perform a particular higher function for one month or more, they shall be paid at the higher classification for the entire month.

14-7. The City agrees that it will continue the current practice of assigning employees to snowplowing during night hours of darkness. Further, the City agrees to pay \$2.50 meal money to each Teamster employee who works two (2) hours over the normal (eight 8 hour) shift (within a twenty four (24) hour period) in performing snow removal duties. For purposes of this section, the normal shift must occur within a twenty four (24) hour period, with the twenty four (24) hour period beginning at 12:01 a.m., and ending at midnight. Employees performing snow removal duties will receive \$2.50 for each additional two (2) hours worked over the normal shift (within a twenty four (24) hour period. .

14-8. The City agrees to allow the Union to establish a Credit Union of their choice. Upon receiving written authorization from an employee covered by this Agreement (in a form agreed upon between the City and the Union), the City agrees to deduct on a bi-monthly basis an amount that shall be determined by the Credit Union. The City shall once per month remit any and all amounts so deducted. The Union will provide the necessary authorization forms and deliver the signed forms to the Personnel Director or his/her designee. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the City in reliance upon salary deduction authorizations submitted by the Union to the City.

14-9. Effective January 1, 1986, the City will provide a tax- sheltered annuity deduction system whereby each employee may deduct up to ten (10%) percent of gross salary and apply it to a tax-sheltered annuity program to be designed by the City.

14-10. Drug Policy. Effective January 1, 1995, the parties agree to the Drug policy of the City which is annexed hereto as Attachment B as amended by the Memorandum on Implementation which is annexed hereto as Attachment C.

14-11. Worker's Compensation, all worker's compensation claims filed after the date of adoption of this Agreement by the Employer, whether for temporary or for permanent disability, shall be pursuant to and in such amounts as provided by the New Jersey Worker's Compensation Law.

The City agrees that employees suffering from a work related injury will be allowed to seek medical treatment while on duty. It is further understood that appointments for all follow up medical treatment and/or physical therapy that is required as a result of an on the job injury, will be scheduled while on duty at the end of the employee's shift in order to minimize disruption to the work schedule.

14-12. The Employer shall provide such protective clothing and immunizations as required by law for all employees who risk exposure to blood born pathogens.

ARTICLE XV

BULLETIN BOARD

15-1. One bulletin board will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities, at each location where men assemble for work assignments. The City shall post job vacancies on the bulletin board as vacancies arise. Notice of said job vacancies will be sent to the Union shop steward.

ARTICLE XVI

FULLY BARGAINED AGREEMENT

16-1. 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.

16-2. 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 XVII

DURATION OF AGREEMENT

17-1. This Agreement shall be effective as of January 1, 2001 and shall continue in effect through December 31, 2004, subject to the Union's and the City's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**TEAMSTERS LOCAL UNION NO. 102 AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

ATTEST:

_____ By: _____
Kevin O'Connor, Secretary Treasurer

Date: _____

CITY OF PLAINFIELD

ATTEST:

_____ By: _____
Albert McWilliams, Mayor

Date: _____

**ATTACHMENT A
SALARY GUIDES**

City of Plainfield
TEAMSTERS
SALARY GUIDE
Year 2000

GRADE	INCREMENT	1	2	3	4	5	6	7	8	9	10	11
1	650	17627	18276	18927	19576	20225	20875	21524	22175	22824	23473	24122
2	676	18447	19123	19798	20474	21151	21826	22502	23179	23855	24530	25206
3	708	19268	19976	20684	21392	22101	22809	23517	24225	24933	25641	26349
4	742	20171	20912	21655	22397	23139	23881	24624	25365	26108	26849	27592
5	772	21134	21906	22679	23450	24223	24995	25768	26540	27311	28084	28856
6	812	22114	22925	23737	24550	25362	26173	26985	27797	28610	29421	30233
7	852	23156	24008	24859	25711	26562	27414	28266	29117	29969	30820	31672
8	891	24239	25129	26020	26911	27803	28694	29585	30476	31368	32259	33150
9	935	25394	26328	27263	28198	29132	30067	31001	31936	32871	33805	34740
10	980	26599	27579	28558	29538	30518	31498	32478	33458	34438	35418	36398
11	1023	27862	28885	29908	30932	31956	32979	34002	35025	36049	37073	38097
12	1072	29153	30225	31299	32371	33443	34517	35589	36661	37734	38806	39878
13	1122	30573	31695	32816	33938	35060	36182	37302	38424	39546	40668	41790
14	1178	32034	33214	34391	35569	36748	37926	39104	40283	41461	42640	43818
15	1229	33567	34796	36025	37254	38483	39712	40941	42170	43401	44630	45859
16	1290	35173	36463	37752	39042	40331	41621	42912	44201	45491	46780	48070
17	1350	36883	38232	39582	40932	42282	43632	44983	46333	47683	49033	50383
18	1411	38670	40081	41491	42901	44313	45723	47133	48544	49954	51366	52776
19	1484	40526	42010	43494	44979	46463	47947	49431	50916	52400	53884	55368
20	1558	42475	44034	45590	47148	48707	50265	51822	53380	54938	56495	58053
21	1633	44512	46146	47780	49413	51046	52679	54313	55947	57579	59213	60846
22	1709	46688	48397	50105	51814	53523	55233	56942	58649	60359	62068	63777
23	1796	48948	50744	52540	54336	56131	57926	59723	61518	63314	65110	66906
24	1886	51317	53205	55091	56976	58864	60750	62636	64523	66409	68295	70182
25	1971	53840	55812	57783	59755	61727	63697	65669	67639	69611	71583	73554
26	2066	56454	58520	60585	62651	64718	66783	68849	70914	72980	75046	77111
27	2172	59198	61369	63540	65713	67884	70055	72227	74398	76571	78742	80913
28	2275	62098	64374	66649	68924	71200	73475	75751	78026	80302	82577	84852
29	2390	65139	67529	69919	72310	74700	77092	79482	81872	84262	86654	89044
30	2504	68337	70840	73345	75849	78352	80856	83361	85864	88368	90872	93376
31	2625	71713	74337	76963	79587	82212	84837	87462	90086	92712	95336	97960
32	2757	75224	77981	80738	83494	86251	89008	91765	94522	97279	100036	102792
33	2891	78909	81801	84691	87582	90474	93364	96255	99147	102037	104928	107820

January - December, 2001
0%

City of Plainfield
TEAMSTERS
Salary Guide
Year 2001

GRADE	INCREMENT	1	2	3	4	5	6	7	8	9	10	11
1	650	17627	18276	18927	19576	20225	20875	21524	22175	22824	23473	24122
2	676	18447	19123	19798	20474	21151	21826	22502	23179	23855	24530	25206
3	708	19268	19976	20684	21392	22101	22809	23517	24225	24933	25641	26349
4	742	20171	20912	21655	22397	23139	23881	24624	25365	26108	26849	27592
5	772	21134	21906	22679	23450	24223	24995	25768	26540	27311	28084	28856
6	812	22114	22925	23737	24550	25362	26173	26985	27797	28610	29421	30233
7	852	23156	24008	24859	25711	26562	27414	28266	29117	29969	30820	31672
8	891	24239	25129	26020	26911	27803	28694	29585	30476	31368	32259	33150
9	935	25394	26328	27263	28198	29132	30067	31001	31936	32871	33805	34740
10	980	26599	27579	28558	29538	30518	31498	32478	33458	34438	35418	36398
11	1023	27862	28885	29908	30932	31956	32979	34002	35025	36049	37073	38097
12	1072	29153	30225	31299	32371	33443	34517	35589	36661	37734	38806	39878
13	1122	30573	31695	32816	33938	35060	36182	37302	38424	39546	40668	41790
14	1178	32034	33214	34391	35569	36748	37926	39104	40283	41461	42640	43818
15	1229	33567	34796	36025	37254	38483	39712	40941	42170	43401	44630	45859
16	1290	35173	36463	37752	39042	40331	41621	42912	44201	45491	46780	48070
17	1350	36883	38232	39582	40932	42282	43632	44983	46333	47683	49033	50383
18	1411	38670	40081	41491	42901	44313	45723	47133	48544	49954	51366	52776
19	1484	40526	42010	43494	44979	46463	47947	49431	50916	52400	53884	55368
20	1558	42475	44034	45590	47148	48707	50265	51822	53380	54938	56495	58053
21	1633	44512	46146	47780	49413	51046	52679	54313	55947	57579	59213	60846
22	1709	46688	48397	50105	51814	53523	55233	56942	58649	60359	62068	63777
23	1796	48948	50744	52540	54336	56131	57926	59723	61518	63314	65110	66906
24	1886	51317	53205	55091	56976	58864	60750	62636	64523	66409	68295	70182
25	1971	53840	55812	57783	59755	61727	63697	65669	67639	69611	71583	73554
26	2066	56454	58520	60585	62651	64718	66783	68849	70914	72980	75046	77111
27	2172	59198	61369	63540	65713	67884	70055	72227	74398	76571	78742	80913
28	2275	62098	64374	66649	68924	71200	73475	75751	78026	80302	82577	84852
29	2390	65139	67529	69919	72310	74700	77092	79482	81872	84262	86654	89044
30	2504	68337	70840	73345	75849	78352	80856	83361	85864	88368	90872	93376
31	2625	71713	74337	76963	79587	82212	84837	87462	90086	92712	95336	97960
32	2757	75224	77981	80738	83494	86251	89008	91765	94522	97279	100036	102792
33	2891	78909	81801	84691	87582	90474	93364	96255	99147	102037	104928	107820

GRADE	INCREMENT	1	2	3	4	5	6	7	8	9	10	11
1	650	17627	18276	18927	19576	20225	20875	21524	22175	22824	23473	24122
2	676	18447	19123	19798	20474	21151	21826	22502	23179	23855	24530	25206
3	708	19268	19976	20684	21392	22101	22809	23517	24225	24933	25641	26349
4	742	20171	20912	21655	22397	23139	23881	24624	25365	26108	26849	27592
5	772	21134	21906	22679	23450	24223	24995	25768	26540	27311	28084	28856
6	812	22114	22925	23737	24550	25362	26173	26985	27797	28610	29421	30233
7	852	23156	24008	24859	25711	26562	27414	28266	29117	29969	30820	31672
8	891	24239	25129	26020	26911	27803	28694	29585	30476	31368	32259	33150
9	935	25394	26328	27263	28198	29132	30067	31001	31936	32871	33805	34740
10	980	26599	27579	28558	29538	30518	31498	32478	33458	34438	35418	36398
11	1023	27862	28885	29908	30932	31956	32979	34002	35025	36049	37073	38097
12	1072	29153	30225	31299	32371	33443	34517	35589	36661	37734	38806	39878
13	1122	30573	31695	32816	33938	35060	36182	37302	38424	39546	40668	41790
14	1178	32034	33214	34391	35569	36748	37926	39104	40283	41461	42640	43818
15	1229	33567	34796	36025	37254	38483	39712	40941	42170	43401	44630	45859
16	1290	35173	36463	37752	39042	40331	41621	42912	44201	45491	46780	48070
17	1350	36883	38232	39582	40932	42282	43632	44983	46333	47683	49033	50383
18	1411	38670	40081	41491	42901	44313	45723	47133	48544	49954	51366	52776
19	1484	40526	42010	43494	44979	46463	47947	49431	50916	52400	53884	55368
20	1558	42475	44034	45590	47148	48707	50265	51822	53380	54938	56495	58053
21	1633	44512	46146	47780	49413	51046	52679	54313	55947	57579	59213	60846
22	1709	46688	48397	50105	51814	53523	55233	56942	58649	60359	62068	63777
23	1796	48948	50744	52540	54336	56131	57926	59723	61518	63314	65110	66906
24	1886	51317	53205	55091	56976	58864	60750	62636	64523	66409	68295	70182
25	1971	53840	55812	57783	59755	61727	63697	65669	67639	69611	71583	73554
26	2066	56454	58520	60585	62651	64718	66783	68849	70914	72980	75046	77111
27	2172	59198	61369	63540	65713	67884	70055	72227	74398	76571	78742	80913
28	2275	62098	64374	66649	68924	71200	73475	75751	78026	80302	82577	84852
29	2390	65139	67529	69919	72310	74700	77092	79482	81872	84262	86654	89044
30	2504	68337	70840	73345	75849	78352	80856	83361	85864	88368	90872	93376
31	2625	71713	74337	76963	79587	82212	84837	87462	90086	92712	95336	97960
32	2757	75224	77981	80738	83494	86251	89008	91765	94522	97279	100036	102792
33	2891	78909	81801	84691	87582	90474	93364	96255	99147	102037	104928	107820

July - December, 2002
4%

City of Plainfield
TEAMSTERS
Salary Guide
Year 2002

GRADE	INCREMENT	1	2	3	4	5	6	7	8	9	10	11
1	676	18332	19007	19684	20359	21034	21710	22385	23062	23737	24412	25087
2	703	19185	19888	20590	21293	21997	22699	23402	24106	24809	25511	26214
3	736	20039	20775	21511	22248	22985	23721	24458	25194	25930	26667	27403
4	772	20978	21748	22521	23293	24065	24836	25609	26380	27152	27923	28696
5	803	21979	22782	23586	24388	25192	25995	26799	27602	28403	29207	30010
6	844	22999	23842	24686	25532	26376	27220	28064	28909	29754	30598	31442
7	886	24082	24968	25853	26739	27624	28511	29397	30282	31168	32053	32939
8	927	25209	26134	27061	27987	28915	29842	30768	31695	32623	33549	34476
9	972	26410	27381	28354	29326	30297	31270	32241	33213	34186	35157	36130
10	1019	27663	28682	29700	30720	31739	32758	33777	34796	35816	36835	37854
11	1064	28976	30040	31104	32169	33234	34298	35362	36426	37491	38556	39621
12	1115	30319	31434	32551	33666	34781	35898	37013	38127	39243	40358	41473
13	1167	31796	32963	34129	35296	36462	37629	38794	39961	41128	42295	43462
14	1225	33315	34543	35767	36992	38218	39443	40668	41894	43119	44346	45571
15	1278	34910	36188	37466	38744	40022	41300	42579	43857	45137	46415	47693
16	1342	36580	37922	39262	40604	41944	43286	44628	45969	47311	48651	49993
17	1404	38358	39761	41165	42569	43973	45377	46782	48186	49590	50994	52398
18	1467	40217	41684	43151	44617	46086	47552	49018	50486	51952	53421	54887
19	1543	42147	43690	45234	46778	48322	49865	51408	52953	54496	56039	57583
20	1620	44174	45795	47414	49034	50655	52276	53895	55515	57136	58755	60375
21	1698	46292	47992	49691	51390	53088	54786	56486	58185	59882	61582	63280
22	1777	48556	50333	52109	53887	55664	57442	59220	60995	62773	64551	66328
23	1868	50906	52774	54642	56509	58376	60243	62112	63979	65847	67714	69582
24	1961	53370	55333	57295	59255	61219	63180	65141	67104	69065	71027	72989
25	2050	55994	58044	60094	62145	64196	66245	68296	70345	72395	74446	76496
26	2149	58712	60861	63008	65157	67307	69454	71603	73751	75899	78048	80195
27	2259	61566	63824	66082	68342	70599	72857	75116	77374	79634	81892	84150
28	2366	64582	66949	69315	71681	74048	76414	78781	81147	83514	85880	88246
29	2486	67745	70230	72716	75202	77688	80176	82661	85147	87632	90120	92606
30	2604	71070	73674	76279	78883	81486	84090	86695	89299	91903	94507	97111
31	2730	74582	77310	80042	82770	85500	88230	90960	93689	96420	99149	101878
32	2867	78233	81100	83968	86834	89701	92568	95436	98303	101170	104037	106904
33	3007	82065	85073	88079	91085	94093	97099	100105	103113	106118	109125	112133

January - June 2003
2%

City of Plainfield
TEAMSTERS
Salary Guide
Year 2003

GRADE	INCREMENT	1	2	3	4	5	6	7	8	9	10	11
1	690	18699	19387	20078	20766	21455	22144	22833	23523	24212	24900	25589
2	717	19569	20286	21002	21719	22437	23153	23870	24588	25305	26021	26739
3	751	20439	21191	21942	22693	23445	24196	24947	25698	26449	27200	27951
4	787	21397	22183	22972	23759	24546	25333	26121	26907	27695	28481	29270
5	819	22419	23238	24058	24876	25696	26515	27335	28154	28972	29792	30610
6	861	23459	24319	25180	26043	26904	27764	28626	29487	30349	31210	32071
7	904	24564	25468	26370	27274	28177	29081	29985	30887	31791	32694	33598
8	945	25713	26657	27602	28547	29493	30439	31384	32329	33275	34220	35166
9	992	26938	27929	28921	29912	30903	31895	32886	33878	34870	35860	36852
10	1040	28216	29256	30294	31334	32373	33413	34453	35492	36532	37571	38611
11	1085	29556	30641	31726	32813	33899	34984	36069	37155	38241	39327	40413
12	1137	30926	32063	33202	34339	35476	36616	37753	38890	40028	41165	42303
13	1190	32432	33622	34811	36001	37192	38382	39570	40760	41950	43141	44331
14	1250	33982	35233	36482	37732	38982	40232	41482	42732	43982	45233	46482
15	1304	35608	36912	38215	39519	40823	42126	43430	44734	46040	47344	48647
16	1368	37312	38680	40047	41416	42783	44152	45521	46888	48257	49624	50993
17	1432	39125	40557	41989	43421	44853	46285	47718	49150	50582	52014	53446
18	1497	41021	42518	44014	45509	47007	48503	49999	51495	52991	54489	55985
19	1574	42990	44564	46138	47714	49288	50862	52436	54012	55586	57160	58734
20	1653	45057	46711	48362	50015	51668	53321	54973	56626	58278	59930	61583
21	1732	47218	48952	50685	52417	54150	55882	57615	59349	61080	62813	64545
22	1813	49527	51340	53151	54964	56777	58591	60404	62215	64029	65842	67655
23	1905	51924	53829	55734	57640	59544	61448	63354	65258	67163	69069	70974
24	2001	54437	56440	58441	60440	62443	64444	66444	68446	70447	72447	74449
25	2091	57113	59205	61296	63388	65480	67570	69662	71751	73843	75935	78026
26	2192	59886	62078	64269	66460	68653	70843	73035	75226	77417	79609	81799
27	2304	62797	65100	67403	69708	72011	74314	76618	78921	81227	83530	85833
28	2413	65874	68288	70701	73115	75529	77942	80357	82770	85184	87598	90011
29	2535	69099	71635	74170	76706	79242	81779	84315	86850	89385	91923	94458
30	2656	72492	75147	77804	80461	83116	85772	88429	91085	93741	96397	99053
31	2785	76073	78857	81642	84426	87210	89995	92780	95563	98349	101132	103916
32	2925	79798	82722	85647	88570	91495	94420	97344	100269	103194	106118	109042
33	3067	83707	86775	89840	92907	95975	99041	102107	105175	108241	111308	114375

GRADE	INCREMENT	1	2	3	4	5	6	7	8	9	10	11
1	703	19073	19775	20479	21182	21884	22587	23289	23994	24696	25398	26100
2	731	19960	20691	21422	22153	22886	23616	24348	25080	25811	26542	27273
3	766	20848	21614	22380	23146	23914	24680	25446	26212	26978	27744	28510
4	803	21825	22627	23431	24234	25037	25840	26644	27445	28249	29051	29855
5	835	22867	23703	24539	25373	26210	27045	27881	28717	29551	30387	31223
6	879	23928	24805	25684	26563	27442	28320	29198	30077	30956	31834	32713
7	922	25055	25977	26898	27820	28741	29662	30584	31505	32427	33348	34270
8	964	26227	27190	28154	29118	30083	31047	32011	32976	33941	34905	35869
9	1012	27477	28487	29499	30511	31521	32533	33544	34555	35567	36578	37589
10	1060	28781	29841	30900	31961	33021	34081	35142	36202	37262	38323	39383
11	1107	30147	31254	32361	33469	34577	35684	36791	37898	39006	40114	41222
12	1160	31544	32704	33866	35026	36186	37348	38508	39668	40829	41989	43149
13	1214	33080	34294	35507	36721	37935	39150	40361	41575	42789	44003	45217
14	1275	34661	35938	37212	38486	39762	41037	42311	43587	44861	46137	47412
15	1330	36320	37650	38980	40309	41639	42969	44299	45629	46961	48290	49620
16	1396	38058	39454	40848	42244	43639	45035	46431	47826	49222	50617	52013
17	1461	39908	41368	42828	44289	45750	47211	48672	50133	51594	53054	54515
18	1527	41842	43368	44894	46420	47947	49473	50999	52525	54051	55579	57104
19	1606	43850	45455	47061	48668	50274	51879	53485	55092	56698	58303	59909
20	1686	45959	47645	49329	51015	52702	54388	56072	57758	59444	61128	62814
21	1767	48163	49931	51699	53466	55233	57000	58768	60536	62301	64069	65836
22	1849	50517	52366	54214	56064	57913	59763	61612	63459	65309	67159	69008
23	1943	52963	54906	56849	58792	60735	62677	64621	66563	68507	70450	72393
24	2041	55526	57569	59609	61649	63692	65732	67773	69815	71856	73896	75938
25	2133	58256	60389	62522	64656	66790	68921	71055	73186	75320	77454	79587
26	2235	61084	63320	65554	67789	70026	72260	74496	76730	78966	81201	83435
27	2350	64053	66402	68751	71103	73452	75801	78151	80500	82851	85200	87549
28	2462	67191	69654	72115	74577	77040	79501	81964	84425	86888	89350	91811
29	2586	70481	73067	75653	78241	80827	83415	86001	88587	91173	93761	96347
30	2709	73942	76650	79360	82070	84778	87487	90198	92906	95616	98325	101034
31	2840	77595	80434	83275	86114	88955	91795	94635	97474	100316	103155	105994
32	2983	81394	84377	87360	90342	93325	96308	99291	102274	105257	108241	111223
33	3128	85381	88510	91637	94765	97894	101021	104149	107279	110406	113534	116663

January - June, 2004
3%

City of Plainfield
TEAMSTERS
Salary Guide
Year 2004

GRADE	INCREMENT	1	2	3	4	5	6	7	8	9	10	11
1	724	19645	20368	21094	21817	22540	23265	23988	24714	25437	26160	26883
2	753	20559	21312	22064	22818	23572	24325	25078	25832	26586	27338	28091
3	789	21474	22263	23052	23841	24631	25420	26209	26998	27787	28576	29365
4	827	22480	23306	24134	24961	25788	26615	27443	28269	29097	29923	30751
5	860	23553	24414	25275	26134	26996	27856	28718	29578	30437	31299	32159
6	905	24646	25549	26454	27360	28265	29169	30074	30979	31885	32789	33694
7	950	25807	26756	27705	28654	29603	30552	31502	32450	33400	34348	35298
8	993	27014	28006	28999	29992	30986	31979	32972	33965	34959	35952	36945
9	1042	28301	29342	30384	31426	32467	33509	34550	35592	36634	37675	38717
10	1092	29644	30736	31827	32919	34012	35104	36196	37288	38380	39473	40565
11	1140	31052	32192	33332	34473	35614	36754	37894	39035	40176	41317	42458
12	1195	32490	33685	34882	36077	37271	38468	39663	40858	42054	43248	44443
13	1250	34073	35323	36573	37823	39074	40324	41572	42823	44073	45324	46574
14	1313	35701	37016	38328	39641	40955	42268	43580	44894	46207	47521	48834
15	1370	37410	38779	40149	41519	42888	44258	45628	46997	48369	49739	51109
16	1438	39199	40637	42074	43511	44948	46386	47824	49261	50699	52135	53573
17	1505	41105	42609	44113	45618	47122	48627	50132	51637	53142	54646	56151
18	1573	43097	44669	46241	47812	49386	50957	52529	54101	55673	57246	58818
19	1654	45165	46819	48473	50128	51782	53436	55090	56745	58399	60052	61706
20	1736	47337	49075	50809	52545	54283	56019	57754	59491	61227	62962	64699
21	1820	49608	51429	53250	55070	56890	58710	60531	62352	64170	65991	67811
22	1905	52033	53937	55841	57745	59650	61556	63461	65363	67269	69173	71078
23	2002	54551	56553	58555	60556	62557	64557	66560	68560	70562	72564	74565
24	2102	57192	59296	61398	63498	65603	67704	69806	71909	74011	76113	78216
25	2197	60003	62201	64398	66596	68793	70989	73187	75382	77580	79778	81974
26	2303	62917	65219	67521	69823	72127	74428	76731	79032	81334	83637	85938
27	2421	65975	68394	70814	73236	75655	78075	80495	82915	85337	87756	90176
28	2535	69207	71743	74279	76814	79351	81886	84423	86958	89495	92030	94566
29	2664	72596	75259	77923	80588	83251	85917	88581	91244	93908	96574	99237
30	2791	76160	78950	81741	84532	87321	90112	92904	95693	98484	101275	104065
31	2926	79922	82847	85773	88698	91623	94549	97474	100399	103325	106250	109174
32	3073	83835	86908	89981	93052	96125	99197	102270	105343	108415	111488	114559
33	3222	87942	91165	94386	97608	100831	104052	107274	110497	113718	116940	120163

July - December, 2004
2%

City of Plainfield
TEAMSTERS
Salary Guide
Year 2004

GRADE	INCREMENT	1	2	3	4	5	6	7	8	9	10	11
1	739	20038	20776	21516	22253	22991	23730	24468	25208	25946	26683	27421
2	768	20970	21738	22506	23274	24044	24811	25580	26349	27118	27885	28653
3	805	21903	22708	23513	24318	25124	25928	26733	27538	28343	29148	29953
4	843	22930	23772	24617	25460	26304	27147	27992	28834	29679	30521	31366
5	878	24024	24902	25781	26657	27536	28413	29292	30170	31046	31925	32803
6	923	25138	26060	26983	27908	28831	29753	30676	31599	32523	33445	34368
7	969	26323	27291	28259	29227	30195	31163	32132	33099	34068	35035	36004
8	1013	27554	28566	29579	30592	31606	32618	33631	34644	35658	36671	37684
9	1063	28867	29929	30992	32055	33116	34179	35241	36304	37367	38428	39491
10	1114	30237	31351	32464	33578	34692	35806	36920	38034	39148	40262	41376
11	1163	31673	32835	33998	35162	36326	37489	38652	39815	40979	42143	43307
12	1219	33140	34359	35580	36798	38017	39238	40456	41675	42895	44113	45332
13	1275	34754	36030	37304	38580	39855	41130	42404	43679	44955	46230	47505
14	1339	36415	37757	39095	40434	41774	43113	44452	45792	47131	48472	49811
15	1397	38158	39555	40952	42349	43746	45143	46540	47937	49337	50734	52131
16	1466	39983	41450	42915	44382	45847	47313	48781	50246	51713	53178	54644
17	1535	41927	43461	44995	46530	48065	49599	51135	52670	54204	55739	57274
18	1604	43959	45563	47166	48768	50374	51976	53579	55183	56786	58391	59994
19	1687	46069	47756	49443	51131	52818	54505	56191	57880	59567	61253	62940
20	1771	48284	50056	51825	53596	55368	57140	58909	60681	62452	64222	65993
21	1856	50600	52457	54315	56171	58027	59884	61741	63599	65454	67311	69168
22	1943	53073	55016	56958	58900	60843	62787	64730	66670	68614	70557	72500
23	2042	55642	57684	59726	61767	63808	65848	67891	69932	71973	74015	76056
24	2144	58335	60482	62626	64768	66915	69059	71202	73348	75491	77635	79781
25	2241	61203	63445	65686	67927	70169	72409	74650	76890	79131	81373	83614
26	2349	64175	66524	68871	71220	73569	75917	78265	80613	82961	85310	87657
27	2469	67294	69762	72230	74700	77168	79636	82105	84573	87043	89511	91979
28	2586	70591	73178	75764	78350	80938	83524	86111	88697	91285	93871	96457
29	2717	74048	76765	79482	82200	84916	87636	90352	93069	95786	98505	101222
30	2846	77683	80529	83376	86223	89068	91914	94762	97607	100454	103300	106147
31	2984	81521	84504	87489	90472	93456	96440	99424	102407	105392	108375	111358
32	3134	85512	88646	91780	94913	98047	101181	104315	107449	110583	113718	116850
33	3286	89701	92989	96274	99560	102848	106133	109419	112707	115992	119279	122566

ATTACHMENT 'B'

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-1971-2

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 in the position for which he/she is applying.

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

- 22
- (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

Page 2 of Drug Policy

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.

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. 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

B. NOTIFICATION TO EMPLOYEE (Reasonable Suspicion)

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

C. REFUSAL TO SUBMIT

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

D. PARTICIPATION IN A REHABILITATION PROGRAM

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

VI. ANNUAL/PERIODIC PHYSICAL EXAMINATION

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

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

A. ANNUAL REQUIREMENT

Page 6 of Drug Policy

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

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

B. CONFIRMATION

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

VII. LABORATORY, COLLECTION AND TECHNICIAN REQUIREMENTS

A. LABORATORY REQUIREMENTS

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

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

B. LABORATORY PERSONNEL

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

Page 8 of Drug Policy

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 secondnd 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

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

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.

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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

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

B. SPECIMEN CONTROL

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

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

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

C. TRANSPORTATION

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

D. RECEIVING LABORATORY

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

E. ACCESSION (PRETEST PREPARATION)

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

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

F. SHORT TERM REFRIGERATE STORAGE

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

G. QUALITY ASSURANCE AND CONFIDENTIALITY

The testing laboratory will be subject to stringent external testing and internal quality assurance procedures for evaluating the performance of its testing process, procedures and for strict 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.

H. CONFIRMATION OF TEST RESULTS

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

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

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

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

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

XIII. EMPLOYEE CHALLENGE

ny 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 tasting 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.

IV. 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

VI. DRUG TESTING PROGRAM ANNUAL REVIEW

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

Under proposed regulations federal contractors and grantees must:

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

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.

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

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

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

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

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

GC/MS-Gas Chromothography/Mass Spectrometry. A secondary of confirmatory test to confirm the presence of drugs. GC/MS shall always be used to confirm an initial positive drug screen.
Positive Test Result. A positive test result shall be that positive result obtained from the completion of the GC/MS confirmatory test.

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

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

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

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

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

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

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

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

MEMORANDUM OF AGREEMENT
between
CITY OF PLAINFIELD
and
TEAMSTERS UNION LOCAL 102
concerning

IMPLEMENTATION OF CITY OF PLAINFIELD DRUG POLICY

WHEREFORE, the City of Plainfield has adopted the Plainfield Drug Policy (hereinafter the Policy), pursuant to the Drug-Free Workplace Act of 1988 and Municipal Ordinance MC-1993-2; and

WHEREFORE, the Union, recognizing that many drug users themselves are victims and will benefit from an opportunity to participate in rehabilitation as an alternative to loss of employment, pledges cooperation in the fair implementation of the Policy for the benefit of the public, the City, and the City's employees;

NOW THEREFORE, the parties agree to the following procedures with respect to the implementation of the Policy:

1. The parties agree that drug testing under Section V.A of the Policy shall be restricted to those instances where there is a good faith belief that a drug abuse problem exists. A supervisor shall not repeatedly request drug tests for an employee on the basis of alleged reduced productivity or deterioration of work habits, where a prior test within the past six months has been negative, unless there is new and independent cause for reasonable suspicion.
2. In cases of work related accidents, drug testing shall only be requested in circumstances where the injury or damage is not *de minimis* or where other circumstances indicate that a drug abuse issue might exist.
3. Where a supervisor requires an employee to submit to a drug test due to cause, the supervisor shall be responsible for safely transporting the employee to the laboratory. All time involved in waiting for, transportation to, administration of, and transportation from the laboratory shall be on the clock.
4. Except where such notification is not practical, the supervisor shall put the reasons for believing there to be reasonable suspicion or other cause in writing prior to the administration of the drug test and provide a copy to the employee and, if available, the shop steward.

5. The City will provide the Union with the name of each laboratory used for evaluation of drug tests.