

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

PLEASE TAKE NOTICE, that in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. and in consideration of Executive Order No. 103, issued by Governor Murphy on March 9, 2020 declaring a State of Emergency and a Public Health Emergency in the State of New Jersey, together with Executive Order 244 and Assembly Bill 5820 as signed by Governor Murphy, the Northwest Bergen County Utilities Authority located at 30 Wyckoff Avenue, Waldwick, New Jersey does hereby notify the public that to protect the health, safety and welfare of our citizens while ensuring the continued functioning of government, the Northwest Bergen County Utilities Authority Work Session and Regular Meeting scheduled for Tuesday, November 9, 2021 at 7:00 p.m. will be held via Zoom ONLY. Formal action will be taken. The agendas will be placed on the Northwest Bergen County Utilities Authority website, nbcua.com, at least 48 hours prior to the meeting. Members of the public who wish to participate in the meeting may do so by going to [Zoom.us](https://zoom.us) and entering the meeting ID of 831 9200 7356 and followed by the passcode 845649 at 7:00 P.M. Members of the public may also access the meeting by dialing in at 1-646-558-8656, and then following the prompts to input the meeting ID and passcode. Phone service provider rates may apply. Individuals calling into this number will be able to fully participate in the meeting, including providing public comment. A non-public dial in number will be used if executive session is required.

Alison Gordon, Secretary
Northwest Bergen County
Utilities Authority

November 5, 2021

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

AGENDA REGULAR MEETING November 9, 2021

1. Meeting called to Order
2. Open Public Meetings Act Statement
3. Roll Call
4. Chairman's Remarks
5. Approval of Minutes – Regular Meeting – October 19, 2021
Special Meeting – October 19, 2021
6. Public Comments (any subject)
7. Consideration for approval list of Resolutions attached dated November 9, 2021
8. Report of Committees:
 - a. Finance Committee
 - b. Personnel Committee
 - c. Insurance Committee
 - d. Operating Committee
 - e. Strategic Plan Subcommittee
 - f. Buildings and Grounds Committee
 - g. Safety and Security Committee
9. Report of Treasurer
10. Report of General Counsel
11. Report of Consulting Engineer
12. Report of Executive Director
13. Report of Authority Engineer
14. Report of Superintendent
15. Old Business
16. New Business
17. Public Comments (on subjects 4 through 16)
18. Adjournment

November 5, 2021

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTIONS

November 9, 2021

CONSENT AGENDA

- 88-2021 Approval of Payment of Vouchers, Payroll, Tax Deposits and Pensions and Benefits
- 89-2021 Adoption of the Policies and Procedures Manual
- 90-2021 Authorization to Renew a Professional Services Contract with Valley Medical Group regarding the Coordination and Conduct of Alcohol and Drug Testing Services
- 91-2021 Resolution of the Governing Body of the Northwest Bergen County Utilities Authority Authorizing Emergency Spending to Repair and Replace a Manhole and portion of Interceptor Pipe in Mahwah, New Jersey
- 92-2021 Resolution Authorizing the Renewal of Agreement with Wind River Environmental, LLC
- 93-2021 Resolution Authorizing the Renewal of Agreement with Suez Water of New Jersey

Rev. November 9, 2021

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 88-2021

Date: November 9, 2021

APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS

WHEREAS, the Northwest Bergen County Utilities Authority has received vouchers in claim for payment of materials supplied and/or rendered; and

WHEREAS, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and

WHEREAS, the Northwest Bergen County Utilities Authority has made payroll transfers, payroll tax deposits and Pensions & Benefits transfers for the month of October 2021 and Health Benefits and Dental Benefits transfers for November 2021; and

WHEREAS, the Commissioners of the Authority have reviewed the vouchers, payroll transfers, payroll tax deposits, Pensions and Benefits, and Health and Dental Benefits transfers listed on the attached reports and have found them to be in order.

NOW, THEREFORE, BE IT RESOLVED,

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated November 9, 2021 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$208,269.87

ACCOUNT: Tax Deposit Account
Total: \$89,688.88

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$112,060.91

ACCOUNT: Health Benefits Contribution Employee
Total: \$4,492.04

ACCOUNT: Dental Benefits
Total Transfer: \$4,265.65

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 88-2021

Date: November 9, 2021

APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS

ACCOUNT: PERS and Contributory Insurance

Total Transfer: \$29,719.74

ACCOUNT: Operating Account

Total: \$244,159.77

ACCOUNT: General Improvement Account

Total: \$448,777.43

SECRETARY

CHAIRMAN

RECORDED VOTE:

	Bonagura	Jordan	Kelahr	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 89-2021

Date: November 9, 2021

ADOPTION OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, it is the policy of the Northwest Bergen County Utilities Authority (hereinafter referred to as the “Authority”) to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, (the New Jersey Civil Service Act,) (the New Jersey Attorney General’s guidelines with respect to Police Department personnel matters,) the New Jersey Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Open Public Meeting Act; and

WHEREAS, the Authority has determined that there is a need for personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations.

NOW, THEREBY, BE IT RESOLVED by the Commissioners of the Northwest Bergen County Utilities Authority the following:

1. The Personnel Policies and Procedures Manual attached hereto is hereby adopted.
2. These personnel policies and procedures shall apply to all Authority officials, appointees, employees, volunteers and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.
3. This manual is intended to provide guidelines covering public service by Authority employees and is not a contract. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Authority.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 89-2021

Date: November 9, 2021

ADOPTION OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL

- 4. To the maximum extent permitted by law, employment practices for the Authority shall operate under the legal doctrine known as “employment at will.”
- 5. The Executive Director and all managerial/supervisory personnel are responsible for these employment practices. The Human Resources Officer and the Authority’s Labor Counsel, shall assist the Executive Director in the implementation of the policies and procedures in this manual.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on November 9, 2021.

CHAIRMAN

SECRETARY

RECORDED VOTE:

	Bonagura	Duch	Kelaher	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

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NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

POLICIES AND PROCEDURES MANUAL

**Municipal Excess Liability
Joint Insurance Fund**

October 2021

The Northwest Bergen County Utilities Authority is an Equal Opportunity Employer, M/F

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9/12/2018

GENERAL PERSONNEL POLICY

It is the policy of the Northwest Bergen County Utilities Authority (the “Authority” or “NBCUA”) to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations. The personnel policies and procedures of the Authority shall apply to all employees, volunteers, officials (elected or appointed) and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract, or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

All employees, officers and Department Heads shall be appointed and promoted by the Commissioners of the Authority. No person shall be employed or promoted unless there exists a position created by a Resolution adopted by the Authority, as well as the necessary budget appropriation.

The Executive Director and all managerial/supervisory personnel are authorized and responsible for personnel policies and procedures. The Authority has appointed the Administrative Assistant to assist the Executive Director to implement personnel practices. The Executive Director and Administrative Assistant shall also have access to the attorney appointed by the Authority for guidance in personnel matters.

As a general principle, the Authority has a “no tolerance” policy towards workplace wrongdoing. Authority officials, employees and independent contractors are to report anything perceived to be improper to the Executive Director or designee as soon thereafter as the perception occurs. The Authority believes strongly in an Open Door Policy and encourages its employees to talk with their supervisor, Department Head, Executive Director, and Administrative Assistant.

The Personnel Policies and Procedures Manual adopted by the NBCUA is intended to provide guidelines covering public service by Authority employees and is not an employment contract. This manual contains many, but not necessarily all of the rules, regulations, and conditions of employment for Authority personnel. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Authority.

To the maximum extent permitted by law, the employment practices of the Authority shall operate under the legal doctrine known, as “employment at will.” Within Federal and State law, and any applicable collective bargaining agreement(s), the Authority shall have the right to terminate an employee at any time and for any reason, with or without notice.

SECTION ONE - Policies Relating to Employee Rights and Obligations

Equal Employment Opportunity Policy

The Authority is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act, as amended by the Equal Opportunity Act of 1972, the New Jersey Law Against Discrimination (LAD), the New Jersey Civil Rights Act and all other applicable state or federal laws. Under no circumstances will the Employer discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States Armed Forces, gender identity or expression, and/or any other characteristic protected by state or federal law. Accordingly, decisions regarding hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer, their Department Head, Executive Director or the Administrative Assistant, or any other supervisor with whom they feel comfortable, using the complaint procedure set forth in the Policy Against Harassment set forth in this Manual.

Any employees with questions or concerns about any type of discrimination or harassment in the workplace are encouraged to bring these issues to the attention of management through the complaint procedure set forth in the Policy Against Harassment set forth in this Manual.

Americans with Disabilities Act Policy

The Authority complies with the New Jersey Law Against Discrimination (LAD) and the Americans with Disabilities Act (ADA). The Authority will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The Authority also will make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that accommodations do not require significant difficulty or expense to the Authority. The Authority's nondiscrimination policy applies to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination.

Definitions. The Americans with Disabilities Act defines an individual with a disability as any person who:

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(1) has a physical or mental impairment that substantially limits one or more major life activities, such as caring for oneself, walking, seeing, hearing, or speaking;

(2) has a record of such an impairment; or,

(3) is regarded as having such an impairment.

An individual must satisfy at least one (1) of the three (3) prongs of the above definition to be considered an individual with a disability under the ADA. Temporary conditions, such as a broken leg, are not disabilities nor are minor impairments, such as vision problems that are correctable with glasses.

The New Jersey Law Against Discrimination defines disability as a physical disability, infirmity, malformation or disfigurement which is caused by bodily injury, birth defect or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment or physical reliance on a service or guide dog, wheelchair, or other remedial appliance or device, or any mental, psychological or developmental disability resulting from anatomical, psychological, physiological or neurological conditions which prevents the normal exercise of any bodily or mental functions or is demonstrable, medically or psychologically, by accepted clinical or laboratory diagnostic techniques. Disability shall also mean AIDS or HIV infection.

A qualified individual is an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position held or sought. An individual who poses a threat to the health and safety of oneself or to others is not qualified. Reasonable accommodation means any change or adjustment to a job or work environment that does not impose an undue hardship on the Authority, or that permits a qualified applicant or employee with a disability to participate in the job application process, perform the essential functions of the job, or enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities.

Requesting Accommodation. Qualified employees or prospective employees with disabilities may request accommodations to perform the essential functions of their job or gain access to the hiring process. Employees or prospective employees should direct their written request to the Authority. In the written request, the employee or prospective employee should identify themselves as a person with a disability, eligible for protection, and identify the nature of the accommodation or consideration desired.

The Authority will require the employee to provide adequate medical or other appropriate documentation of the disability and the need for the desired accommodation. The Authority will reasonably accommodate the known physical or mental limitation of an otherwise qualified applicant or employee with a disability unless the accommodation would impose an undue hardship on the Authority's business operation.

To further the Authority's nondiscrimination policy, the Authority will:

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- Identify the essential functions of a job;
- Determine whether a person with a disability, with or without accommodation, is qualified to perform the duties; and,
- Determine whether a reasonable accommodation can be made for a qualified individual.

Reasonable accommodations that the Employer may provide in connection with modifications to the work environment or adjustments in how and when a job is performed may include the following:

- Making existing facilities accessible and usable;
- Job restructuring;
- Part-time or modified work schedules;
- Acquiring or modifying equipment or devices;
- Appropriate adjustment or modifications of testing materials, training materials, and/or policies;
- Reassignment to a vacant position.

The Authority is also committed to not discriminating against any qualified employee or applicant because he or she is related to or associated with a person with a disability. If any applicant or employee has questions concerning the Authority's equal employment opportunity policy, he or she should contact the Authority.

Contagious or Life Threatening Illnesses Policy

The Authority is committed to providing and maintaining a healthy and safety work environment which allows all employees to perform their jobs in a safe and productive manner. The Authority respects the dignity and worth of every employee through its Equal Opportunity Employment statement, which explains its policy and practice with respect to prohibiting discrimination in every phase of employment. The Authority provides support for individual employees who may be facing the trauma of a life-threatening or catastrophic illness. The purpose of this policy is to support the physical and emotional health of all employees, minimize disruptions of productivity and morale caused by the presence of a worker with a life-threatening illness and demonstrate the Authority's continued commitment to its affirmative action goals related to physically disabled employees.

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If an employee has learned that he or she has a contagious or life threatening illness, including but not limited to HIV/AIDS, the employee should take all steps to protect further spread of the disease or illness. When appropriate, the employee's Department Head should be notified of any illnesses that may affect the health, safety, and welfare of any co-employee or member of the general public. Employees with such conditions, who are able to meet appropriate standards and whose continued employment does not pose a threat to their own health and safety or that of others, are assured equal employment opportunities and reasonable accommodations in their employment. If an employee is able to work, he or she is expected to be productive. If the individual cannot work, then he or she may be eligible for disability benefits.

Consistent with the concern for employees with life-threatening illness, the Authority offers the following resources through the Executive Director or designee:

- 1) Employee education and information on terminal illnesses and specific life-threatening illnesses.
- 2) Referral to agencies and organizations which offer supportive services for life-threatening illnesses.
- 3) Consultation in assisting employees in efficiently managing health, leave and other benefits. The Authority encourages employees who need these resources to contact the Executive Director or designee.

Safety Policy

The Authority endeavors to provide a safe and healthy work environment for all employees and shall comply with the requirements of the Public Employees Occupational Safety and Health Act ("PEOSHA"). The Authority is equally concerned about the safety of the public.

Consistent with this policy, employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices including personal protective equipment. Failure to do so constitutes grounds for disciplinary action.

Any occupational or unsafe public condition, practice, procedure or act must be immediately reported to the supervisor or Department Head. Any on-the-job accident or accident involving the Employer's facilities, equipment, or motor vehicles must also be immediately reported to the supervisor or Department Head. Failure to do so constitutes grounds for disciplinary action. Employees are encouraged to discuss safety concerns with supervisory personnel. Any on the job accident or accident involving Authority facilities, equipment or motor vehicles must also be immediately reported to the supervisor or Department Head.

Transitional Duty Policy

The Authority will endeavor to bring employees with work-related temporary disabilities back on the job as soon as possible and may, but is not required to, assign transitional duty to employees who temporarily cannot perform the essential functions of their positions because of injury or illness. Transitional duty is not guaranteed and will not exceed sixty (60) workdays. If a department already has one (1) employee on transitional duty, it is unlikely that another employee from that department will be assigned transitional duty.

An employee requesting transitional duty or the Workers' Compensation Physician shall notify the Executive Director as soon as the temporarily disabled employee is able to start their transitional duty assignment, if one is offered. Transitional duty will only be assigned if it is more likely than not that the employee will be able to perform the essential functions of his or her permanent position after the transitional duty period. Transitional duty assignments may be in any department and not just the employee's normal department. The Executive Director will decide if it is in the best interest of the Authority to approve a transitional duty request and will notify the employee of the decision. The Authority reserves the right to terminate the transitional duty assignment at any time without cause.

Employees may not refuse transitional duty assignments. In such cases, failure to report to work as directed shall constitute immediate grounds for dismissal. If the employee believes that the transitional duty assignment is beyond the employee's abilities, the employee may request a meeting with the Executive Director, who will render a written response within twenty-four (24) hours.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval from the Executive Director. If transitional duty is approved, the employee or Workers Compensation Physician must keep the Executive Director informed of the employee's medical progress. If at the end of transitional duty period the employee is not able to return to his or her permanent position without restrictions, the Authority reserves the right, at its sole discretion, to extend the transitional duty or place the employee back on Workers Compensation or disability. This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life Threatening Illnesses Policy and/or other Federal or State law.

Drugs and Alcohol Policy

The Authority recognizes that the possession, sale, transfer, distribution, solicitation, manufacture or use of unlawful drugs and/or abuse of prescription medications and/or abuse of alcohol pose a threat to the health and safety of all employees. The Authority has adopted a Drugs and Alcohol Policy which is appended to this Manual.

Workplace Violence Policy

The Authority has adopted this Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing problem nationally that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including but not limited to intimidation, harassment, and/or coercion which involve or affect the Authority, its employees or which occur on the Authority's property will not be tolerated.

Threats or Acts of Violence Defined. "Threats or acts of violence" include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions with the Authority, or to create a hostile, abusive, or intimidating work environment for one or more employees.

Examples of Workplace Violence. General examples of prohibited workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on Authority property, regardless of the relationship between the Authority and the parties involved in the incident.

All threats or acts of violence not occurring on Authority property but involving someone who is acting in the capacity of a representative of the Authority.

All threats and acts of violence not occurring on Authority property involving an employee of the Authority if the threats or acts of violence affect the legitimate interest of the Authority.

Any threats or acts resulting in the conviction of an employee or agent of the Authority, or of an individual performing services on the Authority's behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests and goals of the Authority.

Specific Examples of Prohibited Conduct. Specific examples of conduct which may be considered "threats or acts of violence" prohibited under this policy include, but are not limited to:

Hitting, fighting, pushing, or shoving an individual or throwing objects;

Threatening to harm an individual or his/her family, friends, associates, or their property;

The intentional destruction or threat of destruction of property owned, operated, or controlled by the Authority;

Making harassing or threatening telephone calls, letters or other forms of written or electronic communications;

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Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the Authority;

Harassing surveillance, also known as “stalking,” the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his or her safety;

Making a suggestion or otherwise intimating that an act to injure persons or property is “appropriate,” without regard to the location where such suggestion or intimation occurs;

Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on Authority property.

While employees of the Authority may be required as a condition of their work assignment to possess firearms, weapons or other dangerous devices, or permitted to carry them as authorized by law, employees are to use them only in accordance with departmental operating procedures and all applicable State and Federal laws.

Application of Prohibition. The Authority’s prohibition against threats and acts of violence applies to all persons involved in the Authority’s operation, including but not limited to Authority personnel, volunteer, contract and temporary workers, and anyone else on Authority property. Violation of this policy by any individual on Authority property, by any individual acting as a representative of the Authority while not on Authority property, or any individual acting off of the Authority property when his or her actions affect the public interest or the Authority’s business interests will be followed by legal action, as appropriate. Violation by an employee of any provision of this policy may lead to disciplinary action up to and including termination.

Warning Signs, Symptoms and Risk Factors. The following are examples of warning signs, symptoms, and risk factors which MAY indicate an employee’s potential for workplace violence:

Dropping hints about a knowledge of firearms;

Making intimidating statements like: “You know what happened at the Post Office,” “I’ll get even,” or “You haven’t heard the last from me”;

Possessing reading material with themes of violence, revenge and harassment;

Physical signs of hard breathing, reddening of complexion, menacing stare, loudness, fast profane speech;

Acting out either verbally or physically;

Disgruntled employee or ex-employee who is excessively bitter;

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Being a loner;

Having a romantic obsession with a co-worker who does not share that interest;

History of interpersonal conflict;

Intense anger, lack of empathy;

Domestic problems, unstable/dysfunctional family;

Brooding, depressed strange behavior, “time bomb ready to go off.”

Supervisors should be alerted to and aware of these indicators. If an employee exhibits such behavior, the employee should be monitored and such behavior should be documented.

Procedures for Dealing with Acts of Workplace Violence. When a violent act occurs in the workplace: If a violent act or altercation constitutes an emergency, call 9-1-1 or the local police department. In instances that are not emergency situations, contact your Department Head or the designated human resources official. If possible, separate the parties involved in the violent altercation. If the parties cannot be separated, or if it would be too dangerous for the employee to separate the parties, call 9-1-1 or the local police department, and contact your Department Head or the designated human resources official. The Department Head will contact the designated human resource officer, who will take responsibility for coordinating a response to the incident.

In instances that involve criminal situations, the designated human resources official will contact the appropriate local police department for assessment, and if necessary, a criminal investigation.

Employee Reporting Obligations and Procedure. Each employee and every person on Authority property is encouraged to report incidents or threats or acts of physical violence of which he or she is aware. In cases where the reporting individual is not an employee, the report should be made to the local police department. In cases where the reporting individual is an employee, the report should be made to the employee’s Department Head or the designated human resources official. Each Department Head shall promptly refer any such incident to the designated human resources official.

The Authority will promptly and thoroughly investigate all reports of threats of (or actual) violence and/or suspicious individuals or activities. Any individual determined to be responsible for conduct in violation of this policy will be subjected to disciplinary action up to and including termination of employment, arrest and prosecution.

Nothing in the policy alters any other reporting obligation established in the Authority’s policies or in state, federal or other applicable law.

Confidentiality and Retaliation. This policy prohibits retaliation against any employee who, in good faith, reports a violation of this policy. Every effort to the extent practicable will be made

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to protect the safety and identity of anyone who comes forward with concerns about a threat or act of violence. Employees shall refer any questions regarding his or her rights and obligations under the policy to the Executive Director or designee.

Anti-Harassment Policy

The Authority is committed to providing a work environment that is free of discrimination. The Authority will not tolerate harassment of or by employees towards anyone, including any supervisor, co-worker, or non-employee, including vendors and citizens.

Applicability. This policy applies to all people employed by the Authority, as well as volunteers working on behalf of the Authority, and prohibits such conduct by or towards all such employees/volunteers. Independent contractors, vendors and all other parties, engaged in a professional business relationship with the Authority are also expected to abide by the policy. In addition, no employee shall be required to withstand behavior from the public which violates this policy.

Purpose. This policy is designed to ensure all employees a work environment free of any type of discrimination based upon a protected status, including freedom from sexual harassment. The purpose of this policy is to inform employees that harassment based upon a protected status is prohibited, to educate employees about harassment based upon a protected status and to provide employees with a procedure to bring complaints to management's attention.

Provisions. All employees are expected to avoid any behavior or conduct of a harassing or discriminatory nature. The Authority prohibits any form of harassment or discrimination related to an employee's protected group status, including race, creed, color, national origin, ancestry, religion, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, genetic information, sex, gender identity or expression, disability (including perceived disability, physical, mental, and/or intellectual disabilities), atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, veteran status, citizenship status, or any other group status protected by law. Harassment includes, but is not limited to:

- A. Treating an individual less favorably based on a person's protected group status;
- B. Using derogatory or demeaning slurs to refer to a person's protected group status;
- C. Calling another by an unwanted nickname which refers to one or more protected group statuses, or telling ethnic jokes that harass an employee or create a hostile work environment;
- D. Using derogatory references regarding a protected group status in any job-related communication;

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E. Engaging in threatening, intimidating, or hostile acts, in the workplace, based on a protected group status; or,

F. Displaying or distributing material in the workplace that contains language or derogatory or demeaning images, based on any protected group status.

Any form of harassment or discrimination related to an employee's protected group status violates this policy.

This policy applies to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, compensation, fringe benefits, working conditions and career development.

Violations of this policy will result in appropriate disciplinary action up to and including termination of employment.

Sexual Harassment. The Authority prohibits sexual harassment of its employees in any form. Such conduct shall result in appropriate disciplinary action up to and including dismissal from employment.

A. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct, gestures or communications, expressed or implied, of a sexual nature when:

(1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment; or

(2) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or,

(3) That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment, or creating an intimidating hostile or offensive employment environment.

B. Prohibited Conduct: No supervisory employee shall threaten or insinuate, either directly or indirectly, that an employee's refusal to submit to sexual advances will adversely affect the employee's continued employment, evaluation, compensation, assignment, advancement, or any other condition of employment. Similarly, no supervisory employee shall promise or suggest, either directly or indirectly, that an employee's submission to sexual advances will result in any improvement in any term or condition of employment for the employee.

Other sexually harassing conduct in the workplace, whether committed by supervisory or non-supervisory personnel is also prohibited. This includes, but shall not be limited to:

(1) Sexual flirtations, advances, propositions, subtle pressure for sexual activity, flirtatious whistling, discussing sexual activities;

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(2) Verbal abuse of a sexual nature, including sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, and foul or obscene language or gestures;

(3) The display of sexually graphic pictures or pictures of an offensive nature, or objects in the workplace, including sexually suggestive written material such as letters, notes, facsimiles, text messages and e-mails;

(4) Any unwelcome sexually motivated touching, including, for example, patting, pinching, hugging, cornering, blocking or impeding movement and repeated brushing against another employee's body.

Sexual harassment also occurs when one person harasses another solely because of the victim's gender. This type of sexual harassment may involve unwelcome sexual demands or overtures, but it may also take the form of other harassing conduct not necessarily sexual in nature. For example, this would include gender stereotyping such as comments about the lesser abilities, capacities, or the "proper role" of females. It also includes subjecting a woman or a man to non-sexual harassment solely because of her or his gender. Sexual harassment is prohibited whether the harasser is male or female, and whether the harassment is opposite sex or same-sex harassment.

Complaint Procedure. Any employee who feels he or she has been subject to harassment should report the incident directly to the designated Affirmative Action Officer. The designated Affirmative Action Officer will ask the employee to complete a Harassment Complaint Form. Employees, however, are not required to complete the complaint form to initiate a harassment complaint under this policy.

Alternatively, any employee who feels he or she has been subject to harassment should report the incident directly to the Executive Director. The Executive Director will ask the employee to complete a Harassment Complaint Form. Employees, however, are not required to complete the complaint form to initiate a harassment complaint under this policy. The names and telephone numbers of the designated Affirmative Action Officer and Executive Director are contained in the Contact Information attached to this policy.

Any individual uncomfortable reporting an incident to the designated Affirmative Action Officer and/or Executive Director should feel free to go to any management representative which he or she feels most comfortable to relay the problem. When any management representative learns of a violation of this policy, the management representative shall assist the victim in reporting the alleged incident(s) of harassment.

All Employer representatives should notify the alleged harasser that the behavior in question is thought to be offensive and unwelcome. However, failure to inform the alleged harasser that the behavior is unwelcome does not prevent the victim from filing a complaint pursuant to this policy. The harassment or discrimination does not have to occur on the Authority's property during regular work hours for an employee to file a complaint under this policy.

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The Authority strongly encourages employees who witness conduct which they believe violates the Authority's Policy Against Harassment to report the violation pursuant to this complaint procedure. The Authority encourages the prompt reporting of complaints so that rapid response and appropriate action may be taken. Any complaint should be reported within sixty (60) calendar days to be considered current. Nevertheless, due to the sensitive nature of these problems, all complaints will be investigated, regardless of when they are filed.

Investigation Procedure. The Authority shall conduct an investigation into the harassment complaint to determine the merits of the allegations. The designated Affirmative Action Officer and/or Executive Director shall designate an objective investigator to determine the validity of any complaint. The objective investigator may include any third party deemed appropriate. The investigation shall be completed in a reasonable time to resolve the issue and minimize the effects of such investigation on the parties involved. The investigation will, at a minimum, include an interview with the employee bringing the complaint and the accused.

If the Authority determines that the complaint has merit, the accused shall face appropriate disciplinary action based upon the severity of the complaint and any prior history of past charges against the individual. Disciplinary action may include a written warning, suspension, demotion, and/or termination of employment. Any disciplinary action shall be consistent with applicable collective bargaining agreements, regulations and applicable due process safeguards. Upon completion of the investigation, the entire file shall be maintained in a secure location with the Authority.

In the event that the Authority determines the complaint to be intentionally dishonest, appropriate disciplinary action may be taken against the employee who caused the complaint to be filed.

Privacy. To the extent possible, all persons involved in a harassment complaint will be given the utmost protection of privacy. Specifically, the Authority will strive, both during and after the investigation, to maintain confidentiality to the fullest extent possible, including confidentiality of the identities of all persons involved or alleged to be involved in the incident, revealing only those particulars of the matter to the extent necessary for a thorough investigation. Any employee who unnecessarily compromises the confidentiality of an investigation will be subject to appropriate discipline.

Responsibility of Supervisory Personnel. Supervisors are to monitor the work environment to ensure that all subordinates comply with this Policy Against Harassment. When a supervisor learns of a violation of this policy, the supervisor shall assist the victim in reporting the alleged incident(s) of harassment.

Alternatively, the supervisor shall report the matter to the designated Affirmative Action Officer and/or Executive Director for resolution.

Retaliation Prohibited. The Authority encourages victims of harassment to bring their complaints to management by ensuring that no reprisals or retaliation will result from the good faith reporting of harassment. The filing of a complaint, in good faith, shall not, under any circumstances provide cause for discipline. Additionally, it is a violation of this policy for any

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personnel to retaliate against another because he or she filed a complaint or otherwise participated in the complaint procedure.

Any supervisor who receives a harassment complaint from any employee must bring it to the attention of the designated Affirmative Action Officer and/or Executive Director for resolution. Supervisors shall closely monitor the work environment for any forms of retaliation once an allegation has been made. This will include, but not be limited to, verbal remarks, irregular assignments or any other activity that may contribute to a hostile work environment.

Legal Effect. This Policy Against Harassment is to be construed as a unilateral expression of the policy of the Authority concerning harassment in the workplace. It is not intended to create any contractual rights or duties and any such intention or effect is hereby disclaimed. This policy may be amended, supplemented, modified and/or revised at any time. Any employee with questions regarding the Authority's Policy Against Harassment should contact the designated Affirmative Action Officer and/or Executive Director.

Training. The Authority recognizes the need to reinforce its policies with effective training. Training is to be provided to all supervisory and non-supervisory employees. Ultimately, the goal of effective training is to build a culture in which all employees feel safe. Training may be conducted in person or through electronic means. To the extent economically and operationally feasible, training should be conducted live whenever possible. Training should empower participants to intervene appropriately when they witness harassment or discrimination. This means not only training participants on the requirements of the policy prohibiting harassment and discrimination, but also training participants on tools for response and lodging complaints. Training should emphasize the negative impact of harassment and discrimination on employees, workplace productivity, workplace culture, and encouraging those employees who either experience harassment/discrimination or witness it to report it.

Monitor for Compliance. The Authority acknowledges the importance of ensuring that employers' policies and procedures are actually working as intended to prevent sexual harassment and other forms of discrimination from occurring in the workplace. It is the expectation of the Authority that all supervisors shall enforce anti-harassment policies and that setting the proper example is part of their job description and part of the evaluation of their job performance. The Authority will engage in proactive efforts to monitor and ensure compliance with its policies within their workplaces.

Contact Information

[ENTER NAME AND CONTACT INFORMATION OF THE FOLLOWING
INDIVIDUALS:

1. James Rotundo 201-857-4574
Jrotundo@nbcua.com

2. John Danubio 551-238-0339
Jdanubio@nbcua.com

Zero Tolerance Policy for Discriminatory Language and Harassment

The Authority has a zero tolerance policy for discriminatory language and harassment. Such words and conduct are prohibited by the Authority's Anti-Discrimination Policy, the Authority's General Anti-Harassment Policy and the Authority's Anti-Sexual Harassment Policy and are unlawful under Federal and State laws, rules and regulations. This zero tolerance policy means that any employee using racial slurs, racist nicknames, racial language or any other type of speech which is offensive to, or could be perceived as offensive by, another person or group of people on the basis of their race, nationality, ethnicity, color, age, gender, religion, disability, sexual orientation or other protected category, while on Authority time and/or on Authority premises, will be subject to immediate and severe disciplinary action, up to and including termination of employment.

Further, any employee who hears another employee using such language, or sees another employee engaging in discriminatory harassment, must immediately report same to their supervisor, the Superintendent and/or upper management. Employees who fail to do so are also subject to disciplinary action, up to and including termination. Any employee who interferes with, or attempts to retaliate against, an employee who reports discriminatory language or harassment to management will be subject to immediate disciplinary action, up to and including termination of employment.

“Whistle Blower” Policy

As a matter of policy, the Authority abides by all Federal, State, and local laws, rules, and regulations applicable to it and has all its employees do the same. Every employee is responsible for assisting the Authority to implement this policy.

In the ordinary course, a violation of this policy should be reported to an employee's Department Head in writing, signed by the employee. If that is not practical or if that action is taken but does not prevent or correct the perceived violations, the employee is to deliver a written statement, signed and dated to the Executive Director or designee. The written statement should detail the specific information the employee possesses so that the Authority may undertake an investigation.

The Authority or any of its employees will not retaliate against any employee who makes a good faith report pursuant to this policy, even if an investigation reveals that no violation occurred. More specifically, neither the Authority nor any of its employees will take any retaliatory action or tolerate any reprisal against an employee who:

Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the Authority or another employer, with whom there is a business relationship, that

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the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;

Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the Authority or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care;

Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the Authority or any government entity;

Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the Authority or any governmental entity.

Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes: (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care; (2) is fraudulent or criminal; or (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. See N.J.S.A. 34:19-3.

Disclosure to the Authority first, however, is not required where: (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or, (3) the situation is emergent in nature. The employee must give the Authority a reasonable opportunity to correct the activity, policy or practice. It is the Authority's responsibility to correct or prevent such violations. This is a legal obligation and a practical necessity. A violation can taint the credibility of the Authority and cause the Authority and its employees to be subjected to adverse publicity leading to public distrust.

This policy is important to the Authority. Each employee should seek to resolve any problem within Authority channels before reporting it to any outside person or entity.

Grievance Policy

For purposes of this Policy, a “grievance” is any formal dispute concerning the interpretation and application of this Manual. Examples of matters which may be the cause of a grievance appropriate under this policy include:

1. A belief that Authority policies, practices, rules, regulations or

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procedures have been applied in a manner detrimental to the employee; or,

2. Improper or unfair administration of employee benefits or conditions of employment, such as scheduling, vacation, benefits, promotions, retirement, holidays, performance evaluation, salary or seniority.

A grievance under this Policy shall not include matters which concern the Authority's Anti-Discrimination, General Anti-Harassment Policy, Anti-Sexual Harassment Policy or Whistleblower Policy, which shall solely and exclusively be handled within the procedures set forth in such policies.

A grievance under this Policy shall not include matters which concern the interpretation, application and enforcement of a collective bargaining agreement, which shall solely and exclusively be handled pursuant to the terms of the applicable collective bargaining agreement.

All grievances must be presented within five (5) calendar days after arising and failure to report a grievance within such time shall be deemed as a waiver of the grievance.

Step One: Any employee with a grievance shall verbally communicate the grievance to his or her supervisor, who will discuss the matter with the Superintendent (or his/her designee). The supervisor will communicate the decision to the employee within ten (10) calendar days.

Step Two: If the employee is not satisfied with the decision, the employee must submit a written grievance to the Executive Director (or his/her designee), detailing the facts and the relief requested. The decision in Step One will be deemed final if the employee fails to submit a written grievance within five (5) calendar days of the Step One decision. After consulting the Authority's labor and employment counsel, as appropriate, the Executive Director (or his/her designee) will render a written decision to the employee within fifteen (15) calendar days after receipt of the written grievance. This decision shall be final and may not be adjudicated in any other forum.

In the event of a resolution or decision that results in a determination of monetary liability, such liability shall be paid not less than sixty (60) calendar days after the final adjudication of the grievance.

No employee will be penalized for filing a grievance in good faith. However, any employee who knowingly: 1) makes false statements of fact; 2) omits or fails to disclose material information; or, 3) engages in conduct intended to disrupt, delay or obstruct any portion of this Grievance Procedure, including filing baseless or meritless grievances, shall be subject to disciplinary action, up to and including termination of employment.

Access to Personnel Files Policy

The Administrative Assistant will ensure that adequate personnel records are maintained for each employee in accordance with applicable Federal and State requirements. These records shall include: dates of appointments, transfers, promotions and terminations, job titles, salaries, commendations, complaints, performance evaluations, disciplinary actions, amount of leave accrued and used, a record of the employee's training and other related matters, and attendance records.

A new employee's employment application, letters of reference, reference verification and any other supporting documents will be included in the personnel file. Confidential medical records are maintained in a separate file.

Personnel records, other than name, title, salary, compensation, dates of service, reason for separation, and information on specific educational or medical qualifications required for employment, are confidential and are available only to the employee, an authorized representative of the employee, and the Administrative Assistant. Personnel records may also be available to the Executive Director, other members of management, the Authority's legal counsel, and members of the Authority's Board on a need-to-know basis in connection with official duties. Additionally, the Authority will make the records available as required by law.

Employees are entitled to review the contents of their personnel folder, except for reference checks and other information provided to the Authority in the hiring process, but shall not review the contents of other employees' personnel file. Employees who want to review their own personnel folder should request an appointment with the Administrative Assistant. Employees should provide the Authority with at least twenty-four (24) hours advance written notice of his or her need for an appointment to review his or her personnel file. To protect the integrity of the personnel files, the employee will review the personnel file in the presence of the Administrative Assistant or his/her designee. Employees will not be permitted to photocopy the contents of their folder, take personnel folders outside of the office or remove any documents from the folder.

Employees whose duties require access to personnel documents or information must maintain their confidentiality. Violators of this confidentiality will be subject to disciplinary action, up to and including termination.

Conflict of Interest Policy

Employees, including Authority officials, must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests

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of the Authority. Violations of this Policy will result in appropriate discipline including termination.

The Authority recognizes the right of employees to engage in outside activities that are private nature and unrelated to Authority business. However, business dealings that appear to create a conflict between the employee and the Authority's interests are unlawful under the New Jersey Local Government Ethics Act. Under the Act, certain employees and officials are required to annually file a state mandated disclosure form. The Authority Administrative Assistant will notify employees and Authority officials subject to the filing requirements of the Act.

A potential or actual conflict of interest occurs whenever an employee, including an Authority official, is in a position to influence an Authority decision that may result in a personal gain for the employee or an immediate relative including a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are required to disclose possible conflicts so that the Authority may assess and prevent potential conflicts. If there are any questions whether an action or proposed course of conduct would create a conflict of interest, immediately contact the Executive Director to obtain clarification.

Employees are allowed to hold outside employment as long as it does not interfere with their Authority responsibilities. Employees are prohibited from engaging in outside employment activities while on the job or using Authority time, supplies or equipment in the outside employment activities. The Executive Director may request employees to restrict outside employment if the quality of their Authority work diminishes. Any employees who holds an interest in, or is employed by, any business doing business with the Authority must submit a written notice of these outside interests to the Executive Director.

Employees may not accept donations, gratuities, contributions or gifts that could be interpreted to affect their Authority duties. Under no circumstances accept donations, gratuities, contributions or gifts from a vendor doing business with or seeking to do business with the Authority or any person or firm seeking to influence Authority decisions. Employees are required to report to the Executive Director any offer of a donation, gratuity, contribution or gift including meals and entertainment that is in violation of this policy.

Political Activity Policy

Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. In accordance with State law, employees are prohibited from engaging in political activities while performing their public duties and from using the Authority's time, supplies or equipment in any political activity. Political activities

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include, but are not limited to, advocating the election or appointment of any candidate for office, verbally or otherwise, and soliciting funds for campaigns or campaign materials.

Additionally, State law precludes employees from directly or indirectly using their position to control or affect the political action of another person. In accordance with the Hatch Act and Federal regulations, an employee whose principal employment is with a program financed in whole or in part by Federal funds or loans shall not:

- be a candidate for public office in a partisan election. (This provision does not apply to the elected head of an executive department or an individual holding elective office, where that office is the sole employment connection to federally funded programs.)
- use his/her official authority to influence, to interfere with or affect election results or nominations for office.
- directly or indirectly coerce contributions from any employee to support a political party or candidate. See The Hatch Act, 5 U.S.C. § 1501 et seq.

Violations of either State or Federal laws are serious matters and such violations should not be taken lightly. Any employee engaging in such political activities during working hours will be subject to disciplinary action up to and including termination of employment. Employees who engage in political activities during their non-working hours must not represent themselves as spokespersons for the Authority. Employees should report any violation of this policy to their supervisor or Department Head.

Employee Evaluation Policy

The Authority recognizes that an employee job performance evaluation system is the basis for assisting in employee growth and development. The Authority requires supervisors to conduct performance appraisals to ensure that:

- (1) each employee receives feedback on objectives, accomplishments, strengths, and areas for improvement;
- (2) each employee receives advice from his or her supervisor on ways to improve performance and has the chance to identify with his or her supervisor areas where greater contribution is possible, or where either feels more development would be beneficial; and
- (3) essential information is recorded concerning strengths and weaknesses of all employees in relation to career development, including potential for advancement and suitability for other positions and training.

The performance evaluation provides the vehicle for a dialogue between the employee and the supervisor and ensures shared expectations of the requirements for the employee's job and the

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employee's performance in the job. Accordingly, the Authority will use a performance review/evaluation system for all employees.

During performance reviews, supervisors will consider, among others:

- Initiative, dependability and effort
- Knowledge of work
- Attitude and willingness
- Quantity and quality of work
- Disciplinary record
- Attendance and tardiness

A copy of an employee performance evaluation shall be maintained in the employee's personnel file.

Employee Discipline and Termination Policy

Corrective disciplinary action, as appropriate, will be taken against any employee found to be in violation of established procedures. All disciplinary action shall be based upon total concern for the employee, the employee's relationship with his/her fellow workers, the employee's relationship with his/her supervisor, and the best interest of the Authority. Such disciplinary action shall endeavor to be of a positive, educational and corrective nature.

Discipline is considered to be major or minor. Major discipline shall include:

- Removal
- Disciplinary demotion
- Suspension of greater than five (5) days

Minor discipline is a formal written reprimand or a suspension or fine of five (5) or less days.

This policy covers non-union employees. It also covers union employees to the extent that their collective bargaining agreements do not cover this subject matter.

An employee may be subject to discipline, up to and including termination, for any of the following reasons:

- Incompetency, inefficiency or failure to perform duties;
- Insubordination;

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- Inability to perform duties;
- Chronic or excessive absenteeism or lateness;
- Conviction of a crime;
- Conduct unbecoming a public employee;
- Neglect of duty;
- Misuse of public property, including motor vehicles;
- Discrimination that affects equal employment opportunity, including sexual harassment;
- Violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and state and local policies issued thereunder;
- Falsification of public records, including attendance and other personnel records;
- Failure to report absence;
- Harassment of co-workers and/or volunteers and visitors;
- Theft or attempted theft of property belonging to the Authority, fellow employees, volunteers and/or visitors;
- Unauthorized absences and/or patterned absences and/or in excess of annual allotment;
- Fighting on Authority's property at any time;
- Being under the influence of intoxicants (e.g., liquor) or illegal drugs (e.g., cocaine) on Authority property and at any time or in Authority vehicles/equipment and/or on offsite Authority property;
- Failure to report to work on the day or days prior to or following a vacation, holiday and/or leave, and/or any other unauthorized day of absence;
- Possession, sale, transfer or use of intoxicants or illegal drugs on Authority property and at any time during work hours;
- Entering the building without permission during non-scheduled work hours;

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- Soliciting on Authority premises during work time. This includes but is not limited to distribution of literature or products or soliciting membership in fraternal, religious, social or political organizations, and for sales of products, that do not deal with a charitable or philanthropic organization;
- Careless waste of materials or abuse of tools, equipment or supplies;
- Destruction or damage to Authority property or the property of other employees;
- Sleeping on the job;
- Carrying weapons of any kind on Authority premises and/or during work hours, unless carrying a weapon is a function of your job duties;
- Violation of established safety and fire regulations;
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours;
- Defacing walls, bulletin boards or any other property of the Authority or other employees;
- Unauthorized disclosure of confidential Authority information;
- Gambling on Authority premises;
- Horseplay, disorderly conduct and use of abusive and/or obscene language on Authority premises;
- Deliberate delay or restriction of your work effort, and/or incitement of others to delay or restrict their work effort;
- Conviction of any offenses of the first (1st) through fourth (4th) or disorderly persons offense, whether the offense occurs on Authority property or not;
- Violating any Authority rules, procedures, regulations or policies;
- Unauthorized use of computers, Internet, email, voicemail, telephone and cellular phone;
- Violation of any Authority policy, including but not limited to computers, Internet, social media, email, etc.
- Other sufficient cause.

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This list alone is not all inclusive and cannot be relied on as exclusive.

Resignation Policy

Resignation is a voluntary action of an employee notifying the Authority of intent to leave his/her position. All employees are required to give two (2) weeks' notice to the Executive Director or his/her designee prior to their voluntary termination of employment. This notice shall be a condition precedent to the employee's entitlement to any unused and accumulated vacation or sick leave. Notices of resignation are considered final and binding by the Authority. The Authority is under no obligation to accept or honor an employee's attempt to rescind a resignation once submitted.

After giving notice of resignation, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. During the last two (2) weeks, the employee may not use paid time off except paid holidays. The Department Head will prepare an Employee Action form showing any pay or other money owed the employee. The Authority will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open discussion with the employee. On the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all keys and equipment. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

Work Force Reduction/Seniority Policy

After the probationary period, seniority shall be determined upon the length of service with the Authority from the original date of hire.

To the extent allowed by New Jersey statutes, court decisions and reported decisions of the Public Employment Relations Commission, the Authority agrees that, given equal qualifications as determined at the sole and complete discretion of the Authority, the more senior of equally qualified candidates should receive the promotion.

The Authority shall notify all employees of layoff, simultaneously with posting of any vacancy on the bulletin board, to facilitate all members of the bargaining unit having the opportunity to apply for promotions. To the extent allowed by New Jersey statutes, court decisions and reported decisions of the Public Employment Relations Commission, the parties agree that given equal qualifications, as determined at the sole and complete discretion of the Authority, the most senior employee on layoff shall be given preference, even over a more senior employee still working at the Authority. Employees on layoff shall have five (5) calendar days from receipt of the notice to indicate their interest in the vacancy by phone, registered or certified mail, but in no event later than ten (10) calendar days after posting and sending of notice. The same form of notice shall be served upon employees on layoff as the notice posted. Such notice shall set forth the

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title of the job to be filled, anticipated hours of work and days of relief, the rate of pay and an outline of duties, as well as the person to contact.

When a job vacancy occurs in a job classification, a notice of such vacancy shall be posted on the applicable bulletin board and sent to employees on layoff for ten (10) calendar days. Employees interested in obtaining the job may bid for same by submitting a completed Personnel Action Form and any other information on their qualifications within the ten (10) calendar day posting period.

It is understood and agreed that the Authority has the exclusive right to terminate or otherwise discipline any employees who are on a temporary basis or who are within their probationary period and in such event said employees shall have no recourse to any of the provisions within this Agreement nor shall they have any specific recourse to the grievance procedure.

Seniority and the employees' rights shall be terminated and lost for any of the following reasons:

- a. when an employee quits;
- b. when an employee is discharged;
- c. when an employee is laid off for a continuous period of twelve (12) months;
- d. when an employee fails to return upon expiration of leave of absence;
- e. accepting other employment when on a requested leave of absence;
- f. if an employee fails, on recall from lay-off, to comply with notice and reporting requirements following the receipt of notification of recall; and,
- g. except for extraordinary circumstances, when an employee is absent for three (3) consecutive working days without reporting. (It is understood, of course, that it is necessary for an employee to make an immediate report of any absence from work.)

All layoffs shall be in the inverse order of seniority, i.e., the last person hired shall be the first person laid off; provided, however, that the senior employee has the demonstrated ability to immediately perform the available work to the sole satisfaction of the Authority.

In the event of a recall, employees shall be called back in seniority order, i.e., the last person laid off shall be the first person recalled; provided, however that the recalled employee(s) have the demonstrated ability to perform the available work to the sole satisfaction of the Authority. The laid off employees shall be given notice of recall by registered or certified mail, sent to the address last given to the Executive Director or his/her designee by the employee. It shall be the responsibility of the employee to keep the Executive Director or his/her designee informed of the employee's current address and telephone number. Within five (5) calendar days after receipt of the notice, the employee must notify the Executive Director or his/her designee by telephone, or registered or certified mail, of his/her intent to return to work, and must actually report on the date specified in the recall notice, unless it is mutually agreed, in writing, that the employee need not return to work within said time or in the event that the recall notice is for another period. Every attempt shall be made to give at least one (1) week's notice of recall before the actual reporting date. In the event the employee fails to comply with these requirements, he/she shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

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With respect to Bargaining Unit employees, the Authority shall have the right to temporarily transfer employees for a period not to exceed sixty (60) working days, in which event and during which time the employee shall receive the higher rate of pay for either the new job or the employee's old job. Said person may be extended for as long as the Authority is making a good faith effort to permanently fill the job. The transfer does not cover intermittent or short-term (ten (10) working days or less) assignments.

The Authority shall submit a seniority list of bargaining unit employees to the Chief Shop Steward on an annual basis, unless there is a change.

Driver's License Policy

Any employee whose work requires that the operation of Authority vehicles must hold a valid New Jersey State Driver's License.

All new employees who will be assigned work entailing the operating of an Authority vehicle will be required to submit to a Department of Motor Vehicles (DMV) driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to deny or terminate employment.

Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles (DMV) review checks shall be made by the Authority. Any employee who does not hold a valid driver's license will not be allowed to operate an Authority vehicle until such time as a valid license is obtained.

Any employee performing work which requires the operation of an Authority vehicle must notify the immediate supervisor in those cases where a license is expired, suspended or revoked and/or who is unable to obtain an occupational permit from the New Jersey State Department of Licensing. An employee that fails to report such an instance is subject to disciplinary action, including demotion or termination. An employee who fails to immediately report such revocation or suspension to their supervisor and continues to operate an Authority vehicle shall be subject to possible termination.

Any information obtained by the Authority in accordance with this section shall be used by the Authority only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. § 2721, et seq.)

Domestic Violence Policy

PURPOSE

The purpose of the State of New Jersey Domestic Violence Policy for Public Employers (herein referred to as "policy") is to set forth a uniform domestic violence policy for all public employers to adopt in accordance with N.J.S.A. 11A:2-6a. The purpose of this policy is also to encourage

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employees who are victims of domestic violence, and those impacted by domestic violence, to seek assistance from their human resources officers or designee and provide a standard for human resources officers to follow when responding to employees.

DEFINITIONS

The following terms are defined solely for the purpose of this policy:

Domestic Violence - Acts or threatened acts, that are used by a perpetrator to gain power and control over a current or former spouse, family member, household member, intimate partner, someone the perpetrator dated, or person with whom the perpetrator shares a child in common or anticipates having a child in common if one of the parties is pregnant. Domestic violence includes, but is not limited to the following: physical violence; injury; intimidation; sexual violence or abuse; emotional and/or psychological intimidation; verbal abuse; threats; harassment; cyber harassment; stalking; economic abuse or control; damaging property to intimidate or attempt to control the behavior of a person in a relationship with the perpetrator; strangulation; or abuse of animals or pets.

Abuser/Perpetrator - An individual who commits or threatens to commit an act of domestic violence, including unwarranted violence against individuals and animals. Other abusive behaviors and forms of violence can include the following: bullying, humiliating, isolating, intimidating, harassing, stalking, or threatening the victim, disturbing someone's peace, or destroying someone's property.

Human Resources Officer (HRO) –An employee of a public employer with a human resources job title, or its equivalent, who is responsible for orienting, training, counseling, and appraising staff. Persons designated by the employer as the primary or secondary contact to assist employees in reporting domestic violence incidents.

Intimate Partner - Partners of any sexual orientation or preference who have been legally married or formerly married to one another, have a child or children in common, or anticipate having a child in common if one party is pregnant. Intimate partner also includes those who live together or have lived together, as well as persons who are dating or have dated in the past.

Temporary Restraining Order (TRO) - A civil court order issued by a judge to protect the life, health or well-being of a victim. TROs can prohibit domestic violence offenders from having contact with victims, either in person or through any means of communication, including third parties. TROs also can prohibit offenders from a victim's home and workplace. A violation of a TRO may be a criminal offense. A TRO will last approximately ten (10) business days, or until a court holds a hearing to determine if a Final Restraining Order (FRO) is needed. In New Jersey, there is no expiration of a FRO.

Victim - A person who is eighteen (18) years of age or older or who is an emancipated minor and who has been subjected to domestic violence by a spouse, former spouse, or any other person who is a present household member or was at any time a household member. A victim of domestic violence is also any person, regardless of age, who has been subjected to domestic

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violence by one of the following actors: a person with whom the victim has a child in common; a person with whom the victim anticipates having a child in common, if one of the parties is pregnant; and, a person with whom the victim has had a dating relationship.

Workplace-Related Incidents - Incidents of domestic violence, sexual violence, dating violence, and stalking, including acts, attempted acts, or threatened acts by or against employees, the families of employees, and/or their property, that imperil the safety, well-being, or productivity of any person associated with a public employee in the State of New Jersey, regardless of whether the act occurred in or outside the organization's physical workplace. An employee is considered to be in the workplace while in or using the resources of the employer. This includes, but is not limited to, facilities, work sites, equipment, vehicles, or while on work-related travel.

PERSONS COVERED BY THIS POLICY

All employees are covered under this policy, including full and part time employees, casual/seasonal employees, interns, volunteers and temporary employees at any workplace location.

RESPONSIBILITY OF EMPLOYERS TO DESIGNATE A HUMAN RESOURCES OFFICER

The Authority hereby designates the following employees as the Primary HRO and Secondary HRO, to assist employees who are victims of domestic violence.

Primary HRO:

John Danubio: Assistant Executive Director, 551-239-0039, Jdanubio@nbcua.com

Secondary HRO:

Alison Gordon: Administrative Assistant, 551-238-0058, agordon@nbcua.com

The designated Primary HRO and Secondary HRO shall receive training on responding to and assisting employees who are domestic violence victims in accordance with this policy. Managers and supervisors are often aware of circumstances involving an employee who is experiencing domestic violence. Managers and supervisors are required to refer any employee who is experiencing domestic violence or who report witnessing domestic violence to the designated HRO. Managers and supervisors must maintain confidentiality, to the extent possible, and be sensitive, compassionate, and respectful to the needs of persons who are victims of domestic violence.

The name and contact information of the designated HRO will be provided to all employees. This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report. For example, if there is any indication a child may also be a victim, reporting is

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mandatory to the New Jersey Department of Children and Families, Child Protection and Permanency, under N.J.S.A. 9:6-8.13.

DOMESTIC VIOLENCE REPORTING PROCEDURES

Employees who are victims of domestic violence are encouraged to seek immediate assistance from their HRO. Employees who have information about or witness an act of domestic violence against an employee, are encouraged to report that information to the designated HRO, unless the employee is required to report the domestic violence pursuant to applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report, in which case the employee must so report to the appropriate authority in addition to reporting to the designated HRO. Nothing in this policy shall preclude an employee from contacting 911 in emergency situations. Indeed, HROs shall remind employees to contact 911 if they feel they are in immediate danger.

Each designated HRO shall:

- A. Immediately respond to an employee upon request and provide a safe and confidential location to allow the employee to discuss the circumstances surrounding the domestic violence incident and the request for assistance.
- B. Determine whether there is an imminent and emergent need to contact 911 and/or local law enforcement.
- C. Provide the employee with resource information and a confidential telephone line to make necessary calls for services for emergent intervention and supportive services, when appropriate. The HRO or the employee can contact the appropriate Employee Assistance Program to assist with securing resources and confidential services.
- D. Refer the employee to the provisions and protections of The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq. (NJ SAFE Act), referenced in this policy.
- E. In cases where domestic violence involved a sexual touching or sexual assault between state employees, the HRO is also required to report the incident to the Authority's EEO Officer or Title IX Officer, insert name and contact information.
- F. If there is a report of sexual assault or abuse, the victim should be offered the services of the Sexual Assault Response Team, insert contact information
- G. Maintain the confidentiality of the employee and all parties involved, to the extent practical and appropriate under the circumstances, pursuant to this policy.
- H. Upon the employee's consent, the employee may provide the HRO with copies of any TROs, FROs, and/or civil restraint agreements that pertain to restraints in the work place and ensure that security personnel are aware of the names of individuals who are prohibited from

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appearing at the work location while the employee who sought the restraining order is present. All copies of TROs and FROs shall be maintained in a separate confidential personnel file.

CONFIDENTIALITY POLICY

In responding to reports of domestic violence, the HRO shall seek to maintain confidentiality to protect an employee making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law. Thus, this policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report. This confidentiality policy shall not prevent disclosure where to do so would result in physical harm to any person or jeopardize safety within the workplace. When information must be disclosed to protect the safety of individuals in the workplace, the HRO shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing employee and others and comply with the law. The HRO shall provide advance notice to the employee who disclosed information, to the extent possible, if the disclosure must be shared with other parties in order to maintain safety in the workplace or elsewhere. The HRO shall also provide the employee with the name and title of the person to whom they intend to provide the employee's statement and shall explain the necessity and purpose regarding the disclosure. For example, if the substance of the disclosure presents a threat to employees, then law enforcement will be alerted immediately.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines where mandatory reporting is required by the appointing authority or a specific class of employees.

CONFIDENTIALITY OF EMPLOYEE RECORDS

To ensure confidentiality and accuracy of information, this policy requires the HRO to keep all documents and reports of domestic violence in confidential personnel file separate from the employee's other personnel records. These records shall be considered personnel records and shall not be government records available for public access under the Open Public Records Act. See N.J.S.A. 47:1A-10.

THE NEW JERSEY SECURITY AND FINANCIAL EMPOWERMENT ACT

The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1, et seq. (NJ SAFE Act), is a law that provides employment protection for victims of domestic or sexual violence. The NJ SAFE Act allows a maximum of 20 days of unpaid leave in one (1) twelve (12) -month period, to be used within twelve (12) months following any act of domestic or sexual violence. To be eligible, the employee must have worked at least one thousand (1,000) hours during the twelve (12)-month period immediately before the act of domestic or sexual violence. Further, the employee must have worked for an employer in the State that employs twenty-five (25) or more employees for each working day during twenty (20) or more calendar weeks in the current or immediately preceding calendar year. This leave can be taken intermittently in days, but not hours.

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Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19 and N.J.S.A. 30:4-27.6, respectively. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic or sexual violence.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities, for themselves, or a child, parent, spouse, domestic partner, or civil union partner, as they relate to an incident of domestic or sexual violence:

- 1) Seeking medical attention;
- 2) Obtaining services from a victim services organization;
- 3) Obtaining psychological or other counseling;
- 4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase safety;
- 5) Seeking legal assistance or remedies to ensure health and safety of the victim; or,
- 6) Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

PUBLIC EMPLOYER DOMESTIC VIOLENCE ACTION PLAN

The Authority has developed the following action plan to identify, respond to, and correct employee performance issues that are caused by domestic violence, pursuant to N.J.S.A. 11A:2-6a, and in accordance with the following guidelines:

- A. Designate an HRO with responsibilities pursuant to this policy.
- B. Recognize that an employee may need an accommodation as the employee may experience temporary difficulty fulfilling job responsibilities.
- C. Provide reasonable accommodations to ensure the employee's safety. Reasonable accommodations may include, but are not limited to, the following: implementation of safety measures; transfer or reassignment; modified work schedule; change in work telephone number or work-station location; assistance in documenting the violence occurring in the workplace; an implemented safety procedure, or other accommodation approved by the employer.
- D. Advise the employee of information concerning the NJ SAFE Act; Family and Medical Leave Act (FMLA); or Family Leave Act (FLA); Temporary Disability Insurance (TOI); or Americans with Disabilities Act (ADA); or other reasonable flexible leave options when an employee, or his or her child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic violence.

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E. Commit to adherence to the provisions of the NJ SAFE Act, including that the employer will not retaliate against, terminate, or discipline any employee for reporting information about incidents of domestic violence, as defined in this policy, if the victim provides notice to their Human Resources Office of the status or if the Human Resources Office has reason to believe an employee is a victim of domestic violence.

F. Advise any employee, who believes he or she has been subjected to adverse action as a result of making a report pursuant to this policy, of the civil right of action under the NJ SAFE ACT. And advise any employee to contact their designated Labor Relations Officer, Conscientious Employees Protection Act (CEPA) Officer and/or Equal Employment Opportunity Officer in the event they believe the adverse action is a violation of their collective bargaining agreement, the Conscientious Employees Protection Act or the New Jersey Law Against Discrimination and corresponding policies.

G. Employers, their designated HRO, and employees should familiarize themselves with this policy. This policy shall be provided to all employees upon execution and to all new employees upon hiring. Information and resources about domestic violence are encouraged to be placed in visible areas, such as restrooms, cafeterias, breakrooms, and where other resource information is located.

RESOURCES

This policy provides an Appendix listing resources and program information readily available to assist victims of domestic violence. These resources should be provided by the designated HRO to any victim of domestic violence at the time of reporting.

DISTRIBUTION OF POLICY

WHO will be responsible for distributing this policy to employees, volunteers, and other employees identified above.

WHO will be responsible for updating this policy at least annually to reflect circumstances changes in the organization.

WHO will be responsible for monitoring The Civil Service Commission and the Division of Local Government Services in the Department of Community Affairs for modifications thereto, to public employers.

OTHER APPLICABLE REQUIREMENTS

In addition to this policy, the HRO and the public employer's appointing authority must follow all applicable laws, guidelines, standard operating procedures, internal affairs policies, and New Jersey Attorney General Directives and guidelines that impose a duty to report. Additionally, to the extent that the procedures set forth in this policy conflict with collective negotiated agreements or with the Family Educational Rights and Privacy Act (FERPA), the provisions of the negotiated agreements and the provisions of FERPA control.

POLICY MODIFICATION AND REVIEW

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A public employer may seek to modify this policy, to create additional protocols to protect victims of domestic violence but may not modify in a way that reduces or compromises the safeguards and processes set out in this policy.

The Civil Service Commission will review and modify this policy periodically and as needed.

POLICY ENFORCEABILITY

The provisions of this policy are intended to be implemented by the Civil Service Commission. These provisions do not create any promises or rights that may be enforced by any persons or entities.

POLICY INQUIRIES & EFFECTIVE DATE

Any questions concerning the interpretation or implementation of this policy shall be addressed to the Chair/Chief Executive Officer of the Civil Service Commission, or their designee. This policy shall be enforceable upon the HRO's completion of training on this policy.

SECTION TWO - Workplace Policies

Job Description Policy

A job description including qualifications shall be maintained for each position. All job descriptions must be approved by the Executive Director. The Administrative Assistant will make copies available upon request.

Dress Code Policy

Dress, grooming and personal hygiene must be appropriate for the position. Collective bargaining unit employees shall be required to wear Authority-issued clothing at all times; no outside clothing shall be worn while the employee is working. All other employees are required to dress in a manner that is normally acceptable in similar establishments and consistent with applicable safety standards. Employees shall not wear suggestive attire. The Authority will make reasonable religious accommodations that do not violate safety standards. Employees violating this policy shall be required to take corrective action or will be sent home without pay.

No Smoking Policy

The New Jersey Legislature has declared that in all governmental buildings the rights of non-smokers to breathe clean air supersedes the rights of smokers. In accordance with State law, the Authority has adopted a smoke-free policy for all buildings. This policy includes electronic cigarettes and chewing tobacco. Authority facilities shall be smoke-free and no employee or visitor will be permitted to smoke anywhere in Authority buildings. Employees are permitted to smoke only outside Authority buildings and such locations as not to allow the re-entry of smoke into building entrances. Smoking inside vehicles owned by the Authority and near equipment that may be sensitive to smoke is also prohibited. This policy shall be strictly enforced and any employee found in violation will be subject to disciplinary action, up to and including termination.

Use of Authority Vehicles Policy

The Authority owns and maintains a fleet of vehicles ("Authority Vehicles") that are used in furtherance of the business of the Authority. The following policy governs the use of all Authority Vehicles, and supersedes all other vehicle policies previously in effect. Any employee violating the provisions contained herein will be subject to disciplinary action, up to and including termination, in accordance with applicable laws and regulations. Violations of this policy may also result in the denial of indemnification and/or defense by the Authority to the employee in any civil or criminal matter brought in any Court arising from improper use of an

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Authority Vehicle. The Authority also expressly reserves its right to seek indemnification and/or contribution from employees (including their personal automobile insurance policies) found to have acted in violation of this policy to the maximum extent permitted by law.

Driving Privileges and Licensure. The use of an Authority Vehicle by an employee is subject to the approval and discretion of the Executive Director. Any employee operating an Authority Vehicle must have, in his or her possession, a valid driver's license issued by a state regulatory body within the United States. Licenses issued by any territory or possession of the United States, the District of Columbia, or any international agency (including any province of the Dominion of Canada) must be expressly approved by the Authority's insurance carrier before an employee will be permitted to operate an Authority Vehicle.

A. Employees are required to file a copy of a valid driver's license with the Authority prior to the use of an Authority Vehicle.

1. Upon request, an employee must provide a copy of their driver's license or other required documents within twenty-four (24) hours of said request.

2. Employees shall inform the Authority within twenty-four (24) hours of any changes in the status of their driving privileges.

3. Failure to comply with the requirements of this section will result in an immediate suspension of an employee's privilege to operate an Authority Vehicle and may also result in the denial of indemnification and/or defense by the Authority to the employee in any civil or criminal matter brought in any Court arising from the use of an Authority Vehicle while said employee's driving privileges were suspended or revoked.

B. The Authority reserves the right to obtain a driving abstract record from the New Jersey Motor Vehicle Service Commission or other regulatory and law enforcement agencies.

1. The Authority reserves the right to suspend an employee's Authority driving privileges if the Authority deems necessary based on the employee's driving record.

2. The Authority shall utilize information obtained pursuant to this section only for the purposes of furthering the objectives of this Policy and for no other reason, and will not reveal personal or other information contained in an employee's driving abstract record to any party except where required by applicable law.

C. The Authority occasionally offers safe driving courses and reserves the right to compel employee attendance at such courses.

D. If requested by the Executive or Administrative Assistant, the employee must agree to consent to a simulated road test to determine his/her fitness to safely operate a vehicle.

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E. In the event that the employee is under the influence of any medication (prescribed or over-the-counter) that might impair his/her ability to safely operate a vehicle, he/she must refrain from driving until he/she notifies the Authority and await clearance to resume driving.

Official Use Only. The use of Authority Vehicles is restricted to official Authority business only. Employees shall not be permitted to use Authority Vehicles for travel or activity unrelated to Authority business. Likewise, no supervisor may authorize such use or any use of an Authority Vehicle for other than Authority business or use which is otherwise inconsistent with this policy.

Authority Vehicles assigned to employees under this policy are to be operated only by the employee while acting within the scope of their employment. No employee shall authorize or permit any other non-Employer employee, including but not limited to family members of the employee, to operate or ride as a passenger in an assigned Authority Vehicle, unless said passengers are assisting in the official business of the Authority.

Location of Vehicles. Employees who are assigned the regular use of an Authority Vehicle for official business may, with written permission of his/her Department Head, take the Authority Vehicle home at night and keep said vehicle at home while off duty.

If the employee will be absent from duty for more than two (2) working days, or more than five (5) consecutive days, including weekends and holidays, he/she must surrender the Authority Vehicle to his/her direct supervisor unless directed otherwise. An employee storing the Authority Vehicle at his residence must provide safe parking for the Authority Vehicle at all times.

Commuting. The use of an Authority Vehicle for driving to and from work is voluntary and does not entitle the employee to compensation or pay while engaged in that activity.

Accidents and Incidents. Prior to operation of any Authority Vehicle, employees must consult their Department Head as to the appropriate steps to take if they become involved in an accident (filling out accident reports, obtaining witness names, etc.)

A. In the event of an incident or accident involving the use of an Employer Vehicle, employees must immediately contact their supervisor and/or Department Head. All required reports and documentation must be submitted to the Executive Director within two (2) business days of receipt.

B. An employee may be required to submit to an alcohol or drug screening test following an accident or incident if there is a reasonable suspicion to believe that the employee's use of drugs or alcohol may have contributed to the cause of the accident or as otherwise required by law or other policy of the Authority.

Citations and Violations. Operators of Authority Vehicles are expected to follow all laws, regulations and rules proscribed by the Motor Vehicle Commission. Drivers are responsible for paying any moving violation tickets and MUST notify the Authority of said violations within

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forty-eight (48) hours of receipt of said ticket (regardless of the employee's decision to contest such ticket in municipal court). Drivers are responsible for paying all parking tickets incurred. The Authority should be notified of the receipt of a parking ticket within 48 hours of receipt of said ticket.

Drivers are responsible for all "Notice of Delinquent Toll Payment Violations" (including but not limited to EZ-Pass). Upon having been notified of said violation, either by direct mail or notice from the Authority, an employee shall, within ten (10) business days of such notice, provide acceptable proof to the Authority that the outstanding toll and any related fees have been paid.

General Policies and Procedures. Employees authorized to use an Authority Vehicle for official business must adhere to the policies and procedures set forth in this Policy. Failure to comply with the provisions below will result in a loss of privileges:

A. Drivers must ensure that all required documents (driver's license, LD. badge/card, registration, insurance card) are in their possession while operating the vehicle. Vehicle registration and insurance cards should be kept in a locked compartment of the Authority Vehicle when not in use.

B. Employees assigned exclusive use of an Authority Vehicle are responsible for scheduling all repairs and manufacturer recommended maintenance with the Authority, in order to maintain all manufacturers' warranties (including routine oil changes).

C. Authority Vehicles are to be kept clean at all times, and should be washed and vacuumed regularly (unless prohibited by the New Jersey Department of Environmental Protection or other similar regulatory body).

D. No smoking is allowed in Authority Vehicles at any time.

E. In accordance with N.J.S.A. 39:4-97.3 and any other applicable statutes and regulations, the use of hand-held phones or electronic devices (BlackBerry, navigation systems, etc...) while driving Authority Vehicles is prohibited. This prohibition includes the sending or reading of e-mails, text messages and other similar communications.

F. All occupants must wear seat belts at all times when the Authority Vehicle is in use and observe all road safe rules and regulations, such as "Wipers On, Lights On."

G. Employees are expected to operate Authority Vehicles in a safe and courteous manner at all times and are expressly reminded to avoid tailgating or other unsafe practices.

H. Employees are reminded of the risks inherent from driving while drowsy. In the event that a driver becomes tired while operating an Authority Vehicle, they should pull off the road and seek appropriate assistance.

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Violation of this policy may result in disciplinary action up to and including the suspension of the employee's privilege to operate an Authority Vehicle and/or termination.

Please refer to any collective bargaining agreements for collective bargaining unit employees.

Telephone Usage Policy

Authority telephones are for official use only.

Computer Use, Electronic Mail, and Internet Policy

The Authority's e-mail, voicemail, computer systems and Internet service are for official Authority business. Any use for all other non-business purposes during working time is prohibited. "Working time" shall be defined as any time in which the employee is engaged in or required to be performing work tasks for the Authority. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and meal times. This includes, but is in no way limited to, the use of computers or Authority-issued mobile devices, use of social networking, gaming or TV/video.

Note: All e-mail, voicemail, text, and/or internet messages are official documents subject to the provisions of the Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq.

The Authority operates in an environment where the use of computers, e-mail and the Internet are essential tools for certain employees. Those employees are encouraged to use computers, e-mail and the Internet; however, it is the responsibility of the employee to guarantee that these systems are solely used for business-related purposes during working time, (as defined above) and are used in a proper and lawful manner at all times.

- Employees are advised that all computers owned by the Authority are to be used for business purposes only during working time (as defined above), and that they have no expectation that any information stored on an Authority computer is private. Because e-mail messages are considered as business documents, the Authority expects employees to compose e-mails with the same care as a business letter or internal memo.
- Downloading or misusing software available through the Internet could violate copyright laws or licensing requirements.
- Personal use of any computer during working time (as defined above) is prohibited, unless expressly authorized by the employee's supervisor.
- The Authority reserves the right to block and/or cancel an employee's access to Internet sites or the Internet as a whole while using business computers or on the Authority's time.
- The e-mail, telephone (cell and landline), and Internet systems, as well as the messages thereon, are the sole property of the Authority.

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- The Authority reserves its right to monitor its computer systems, including but not limited to, e-mail messages, computer files and Internet usage, with or without notice, at any time, at the Authority's sole discretion. The Authority also reserves the right to access and disclose such communications and recordings to third parties in certain circumstances. Therefore, employees shall have no expectation of privacy in any transmissions made and/or received using Authority computers, phones, cell phone and/or email accounts.
- Employees must be aware that the mere deletion of a file or message may not fully eliminate that file or message from the system.
- The existence of personal access codes, passwords and/or "message delete functions," whether provided by the Authority or generated by the employee, do not restrict or eliminate the Authority's access to any of its electronic systems as the employees shall be on notice that they should not have any expectation of privacy when using these systems.
- Employees shall not share personal access codes or passwords, provide access to an unauthorized user, or access another's e-mail or Internet account without authorization.
- The Authority's network, including its connection to the Internet, is to be solely used for business-related purposes during working time (as defined above). If permission is granted, an employee's personal use of the Authority's computer, e-mail, phones (cell and/or landline) and connection to the Internet shall not interfere with the employee's duties and shall comply with the Authority's policies and all applicable laws.
- Any messages or transmissions sent outside of the organization via e-mail or the Internet will pass through a number of different computer systems, all with different levels of security. Accordingly, employees must not send privileged and/or confidential communications (i.e. Social Security numbers, medical and/or HIPAA protected information, dependent information or other information protected from unlawful disclosure), via e-mail or the Internet unless the message is properly encrypted, and should consider a more secure method of communication for such data.
- Because postings placed on the Internet may display the Authority's address or other Authority-related information, and thus reflect on the Authority, make certain before posting such information that it exhibits the high standards and policies of the Authority. Under no circumstances shall data of a confidential nature (i.e. Social Security numbers, medical and/or HIPAA protected information, dependent information or other information protected from unlawful disclosure) be posted on the Internet.
- If you identify yourself as an employee in any manner on any internet posting or blog, comment on any aspect of the Authority's business or post a link to the Authority, you must include the following disclaimer in an openly visible location: "the views expressed on this post are mine and do not necessarily reflect the views of the Authority or anyone associated/affiliated with the Authority."

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- Subscriptions to news groups or mailing lists are permitted only when the subscription is for a work-related purpose and authorized by the Authority. Any other subscriptions are prohibited.
- All files downloaded from the Internet, e-mail attachments or the like must be checked for possible viruses. If you are uncertain whether your virus-checking software is current, you must check with the Authority's Network Administrator or the Administrative Assistant before downloading.
- Any "unauthorized use" of e-mail or the Internet is strictly prohibited while at work or while using an Authority computer and/or any other electronic device. "Unauthorized use" includes, but is not limited to: connecting, posting, or downloading obscene, pornographic, violent, sexually suggestive, or discrimination based material; attempting to disable or compromise the security of information contained on the Authority's computer systems and/or any other electronic device; or sending or receiving obscene, violent, harassing, sexual or discrimination based messages. If an employee receives a message that is representative of an "unauthorized use" of the Authority's electronic media from someone outside of the Authority, it is the employee's duty to immediately inform the sender of such materials that he or she must refrain from sending such materials.
- Your Internet postings SHALL NOT VIOLATE ANY OTHER APPLICABLE AUTHORITY POLICY, including, but not limited to, the following: the Authority's Anti-Harassment and Discrimination Policies.
- Authority business which is conducted by an employee on his or her personal computer or device is subject to this policy and may be subject to the provisions of OPRA.

Any employee who violates this policy shall be subject to disciplinary action, up to and including termination. This policy shall not be construed to restrict employees' rights to share information about their employment terms and conditions communicate with each other; or engage in other concerted activities for their mutual aid and protection.

Social Network Postings.

For purposes of this policy, a social network is defined as a site that uses internet services to allow individuals to construct a profile within that system, define a list of others users with whom they share some connection, and view and access their list of connections and those made by others within that system. The type of network and its design vary from site to site. Examples of the types of internet based social networking activities include but are not limited to: blogging, networking, photo sharing, video sharing, microblogging, podcasting, as well as posting comments on the sites. The absence of, or lack of explicit reference to a specific site or activity does not limit the extent of the application of this provision.

The use of the internet and social networking sites, including but not limited to Snapchat, Instagram, Facebook, and Twitter, is a popular activity; however, employees must be mindful of the negative impact of inappropriate or unauthorized postings upon the Authority and its relationship with the community. This provision identifies prohibited activities by employees

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on the internet where posted information is accessible to members of the general public, including, but not limited to, public postings on social networking sites.

Specifically, the Authority reserves the right to investigate postings, private or public, that violate work-place rules, such as the prohibition of sexual harassment and other discriminatory conduct, where such postings lawfully are made available to the Authority by other employees or third parties. Employees should use common sense in all communications, particularly on a website or social networking site accessible to anyone. If you would not be comfortable with your supervisor, coworkers, or the management team reading your words, you should not write them. Be advised that employees will be disciplined for commentary, content, and/or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by Authority employees or any individual who views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous and/or creating a hostile work environment. What you say or post on your site or what is said or posted on your site by others could potentially be grounds for disciplinary action, up to and including termination. However, nothing in this social networking policy is designed to interfere with, restrain, or prevent social media communications during non-working hours by employees engaging in protected concerted activities regarding wages, hours, or other terms and conditions of employment pursuant to the New Jersey Employer-Employee Relations Act or to prevent communications which are protected by the First (1st) Amendment freedom of speech clause, unless such communications are made as part of the employees' official job duties.

Bulletin Board Policy

The bulletin boards located in the Authority administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events.

The Authority shall provide two (2) bulletin boards for posting notices to its employees in the vicinity of both time clocks and agrees that the collective bargaining unit(s) within the Authority may use such bulletin board for notices addressed to its members as to meetings and other business. All postings shall be either on letterhead and/or signed by an authorized representative of such bargaining unit. No such material shall be derogatory, discriminatory, demeaning and/or inflammatory towards other employees and/or the Authority.

SECTION THREE - Paid and Unpaid Time-Off Policies

Paid Holiday Policy

The following fifteen (15) holidays shall apply to all personnel:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veterans Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Eve
14. Christmas Day
15. New Year's Eve

When a listed holiday falls on a Saturday, it will be celebrated the preceding Friday. When a listed holiday falls on a Sunday, it will be celebrated the following Monday.

If a holiday falls during a vacation period, the employee shall be granted an additional day of vacation which may be scheduled at the option of the employee either at the beginning or end of the scheduled vacation. An employee not scheduled to work on a listed holiday (regular day off) shall receive a compensatory day to be selected by the employee as set forth in Paragraph 2 of the Overtime Compensation Policy.

Personnel working on a listed holiday shall be paid eight (8) hours for the day in money and paid at the rate of time and one-half (1½) the normal rate for the hours actually worked.

It is understood and agreed that the Executive Director or designee has the right to demand that an employee, who does not work on his or her regular work day immediately preceding or following a recognized holiday, produce substantive evidence that he/she was ill. Normally a doctor or licensed medical practitioner's note will suffice. If the employee does not produce such evidence, the Authority has the right to not pay the employee for the holiday or to take appropriate disciplinary action.

Vacation Leave Policy

Effective January 1, 2018, all full-time employees are entitled to an annual vacation with pay according to the following schedule, based on the employee's years of completed service:

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After one (1) year of employment	Two (2) weeks of pay
After five (5) years of employment	Three (3) weeks of pay
After ten (10) years of employment	Four (4) weeks of pay
After eleven (11) years of employment	Four (4) weeks and one (1) day of pay
After twelve (12) years of employment	Four (4) weeks and two (2) days of pay
After thirteen (13) years of employment	Four (4) weeks and three (3) days of pay
After fourteen (14) years of employment	Four (4) weeks and four (4) days of pay
After fifteen (15) years of employment	Five (5) weeks of pay

Partial and split vacations may be granted at the discretion of the Executive Director.

Effective beginning January 1, 2018, vacation time may not be accumulated and must be used within the anniversary year; however, a one (1) week carryover of vacation time from one (1) anniversary year to the next, not to exceed a total of five (5) vacation weeks in any one (1) anniversary year (including caregiver), may be arranged provided it does not interfere with the plant work schedule and the “carryover week” must be utilized within the first (1st) three (3) months of the following anniversary year.

In order to be eligible for full vacation pay in a particular year, an employee must have received pay in at least thirty (30) different work weeks during the fifty-two (52) week period immediately prior to the employment year in which the vacation would be taken. If an employee did not, he/she shall be entitled to the amount of time shown above based upon his seniority, multiplied by the fraction that is arrived at by the actual number of work weeks in which he/she has worked during the year over the number fifty-two (52).

Personal Leave Policy

Each employee will be permitted two (2) paid personal business days in any one (1) calendar year upon prior notice and authorization from the Executive Director or his/her designee. Permission will be reasonably given based upon the work schedules and plant operations. Personal business is limited to business and personal affairs of the employee, not otherwise excused, that cannot be accomplished other than during the employee’s normal work hours. These days may not be accumulated and must be used within the calendar year. Employees will not be compensated for personal business days not used. After completing six (6) months of employment with the Authority, full-time employees shall be eligible to use their two (2) personal business days. Those employees whose date of employment is later than March 31 will be permitted to carry the personal days to the following year in their first (1st) year of employment.

Up to three (3) sick days *may* be taken in any one (1) calendar year for personal business under the conditions set forth above.

Sick Leave Policy

After completing six (6) months of employment with the Authority, full-time employees shall be allowed sick leave at the rate of one (1) day for each completed calendar month worked. Sick leave is available as set forth herein whenever an employee is required to be absent from work for a bona fide sickness or illness. Sick leave shall not be interpreted as including a period where the employee serves in the role of a nurse or housekeeper during an illness of another member of the family.

In all cases wherein an employee requests a sick leave or day, the Authority reserves the right to send a doctor to examine and report on the conditions of the employee or, in its discretion, to require the employee to visit a physician designated by the Authority.

Whenever an absence due to sickness or illness: (1) exceeds three (3) successive work days; or, (2) is on a day immediately before or after scheduled days off or holidays or other days not worked; or, (3) occurs when an employee is scheduled to work on a weekend or holiday, the employee may be required to produce a physician's verification of said illness. In its discretion, the Authority reserves the right to have the employee examined by a physician before returning to duty. The Authority's right to demand a doctor's note to verify sick leave will not be exercised arbitrarily, capriciously, discriminatorily, or in bad faith.

Every absence on account of illness or disability in excess of three (3) successive working days must be certified by a written statement from a physician, using the form provided by the Authority. The Authority reserves the right to waive this requirement or to require the employee to be examined by a physician of the Authority's choice before the employee may return to work.

In case of a prolonged illness beyond accumulated sick leave, the Authority will continue its payments to the New Jersey State Health Benefits Plan and Extended Sickness Benefit Plan to a maximum of one (1) year from the date accumulated sick leave was exhausted, provided the employee is on an authorized medical leave. An applicable collective bargaining unit within the Authority may request that payments be continued beyond the maximum one (1) year period which may be granted in the sole discretion of the Authority.

A request for medical leave shall be in writing and submitted to the Executive Director of the Authority together with the appropriate medical proof of illness. The Authority shall consider each such request on a case by case basis.

The grant of a request for an extension of benefits and/or a medical leave shall not be a waiver of the Authority's discretionary right to deny a request in any subsequent instance(s).

Accumulated Sick Leave Policy

Sick leave not used may be accumulated (saved for the future). Sick leave neither accumulated nor used will be compensated for at the normal base pay, without premium rates, by January 15 of the following calendar year.

In addition to the above, any employee who does not use sick leave, including converting sick leave to personal leave, during the calendar year will be paid one (1) full day's pay in the first (1st) regular pay check of the next calendar year.

When a full-time employee has accumulated the maximum of sixty (60) days of sick leave, he/she shall be compensated at his/her normal base pay for the number of sick leave days in excess of sixty (60) days not used. Furthermore, any employee who retires on or after January 1, 2016 shall be dollar (\$) capped at Seven Thousand Five Hundred (\$7,500.00) Dollars.

In the event of an employee's death, payment for all accumulated sick leave up to sixty (60) days will be paid at the employee's base rate, without premium rate, to the employee's estate.

Authorized Time Off

In order to receive authorized time off with full or partial pay, the employee must have previously filed (except for Death in the Family which shall be addressed below), in writing, on the appropriate NBCUA form by written letter and receive prior authorization from the Executive Director or designee. Authorized time off shall include the following:

Death in the Family

If there is a death in the employee's immediate family, the employee will be excused from work up to three (3) calendar days without a loss of pay, one (1) of which shall be the day of funeral or the actual day of death, whichever the employee chooses. It is the intention of this provision to make sure an employee has three (3) bereavement days off without loss of pay. If an employee cuts short a scheduled vacation on account of the death, the employee shall be entitled to reschedule the remaining portion of the vacation in the same manner as other compensatory days. Immediate family shall be limited to spouse or significant other, children, step-children, mother, step-mother, father, step-father, brother, sister, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law, the maternal and/or paternal grandparents of the employee and his or her spouse/significant other, and grandchildren of the employee and/or his/her spouse/significant other. An employee shall be entitled to three (3) bereavement leave days in addition to any other regular time-off from work scheduled at the time when a death in the employee's immediate family occurs. In order to be eligible for bereavement leave, the employee must fill out and submit a bereavement leave request form with his/her supervisor, subsequent to the leave being taken.

Jury Duty Policy

An employee called upon to serve as a juror will receive the difference between the jury payment and the employee's regular pay for a normal work week, upon presentation of satisfactory proof of the amount received from jury duty. To allow sufficient time for the Authority to schedule a replacement, jury notices are to be presented to the employee's supervisor or the Executive Director as soon as received, but in no instance less than two (2) weeks before the date the employee is supposed to commence jury or military service, unless the employee did not receive two (2) weeks' notice. Employees who do not provide this required notice will still be excused but will not receive payment under this Article.

Civic Duties

In the event of a serious emergency (not routine calls), an employee may be excused without a reduction in pay from his regular duties if he/she is a member of a local volunteer fire department, auxiliary police force, or ambulance corps. In order to qualify for this provision, the employee's services must be required by the commander of the unit involved. Said request shall be made to the Plant Superintendent or designee.

Because the efficient operating of the Plant is also vital to the public health, all employees who wish to offer their time to voluntary fire, police and ambulance services must supply the Authority with some proof (such as a letter) from the head of such voluntary service acknowledging the active participation of the employee. The employee shall be required to notify the voluntary services of his or her work schedule at the Authority so that the service will first call other volunteers and avoid calling the employee away from duty. No employee, while on duty, may leave his/her post or position for a civic matter without the express prior authorization of the Executive Director or designee. Failure to receive such authorization and leaving their post/position will result in immediate termination from the Authority's employ.

Leave of Absence Policy

A leave of absence without pay may be requested by any employee who will submit in writing all facts bearing on the request to the Executive Director, who will consider each request on its merits, without establishing a precedent. No leave of absence without pay will initially be granted for more than three (3) months (90 calendar days).

In the event a second (2nd) leave of absence is requested, the procedures applying to such request shall be the same as in the case of a first request. No leave of absence shall be granted to any employee that totals more than six (6) months (180 calendar days) leave in any twelve (12) month period.

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During leaves of absence, credits shall not accrue for sick leave, vacation time and other benefits, as well as other leaves of absence without pay, except for leaves of absence for military or other purposes if provided by statute.

Family and Medical Leave Act Policy

Employees may be eligible for an unpaid family and medical leave under the Federal Family and Medical Leave Act (“FMLA”). Employees also may be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act (“FLA”). In order to be eligible for either of such leave, employees must have: one (1) year of service with the Authority; and, at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of work (for Federal leave) during the previous twelve (12) months and is employed at a worksite where fifty (50) or more employees are employed by the employer within seventy-five (75) miles of the worksite (for Federal leave). Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA).

During the leave period, the employee’s health benefits will be continued on the same conditions as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for the period of the leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

Upon written notice, eligible employees are entitled to a family or medical leave for up to twelve (12) weeks to care for a newly born or adopted child or a seriously ill immediate family member, including civil union partner, or for the employee’s own serious health condition that makes the employee unable to perform the functions of the employee’s position. Eligible employees who take leave under this policy must use all accrued available vacation and personal days during the leave. The use of accrued time will not extend the leave period. After exhausting accrued time, the employee will no longer be paid for the remainder of the leave.

The period of leave must be supported by a physician’s certificate. An extension past twelve weeks can be requested, but medical verification of the need must be submitted prior to the expiration of the leave. The Authority reserves the right to deny any request for extended leave. Additional information concerning the Family Leave Policy and eligibility requirements are available from the Human Resources Officer.

Commencing July 1 2009, Family Temporary Disability (“FTD”) payments for up to six (6) weeks in a twelve (12) month period will become available for eligible employees who are caring for a seriously ill immediate family member who is incapable of self-care or care of a newborn or adopted child. To be eligible, the employee must have worked at least twenty (20) weeks at minimum wage within the last fifty-two (52) weeks or earned 1000 times the minimum wage. The weekly benefit is 2/3 of weekly compensation up to a maximum of \$524 per week (this amount is subject to change). FTD will run concurrently with FMLA and/or FLA leaves and

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there is a one (1) week waiting period. Employees may also be required to use accrued sick, vacation or personal leave for up to two (2) weeks.

Employees taking paid family leave in connection with a family member's serious health condition may take leave intermittently or consecutively. Intermittent leave is not available for the care of a newborn or adopted child. Intermittent leave may be taken in increments necessary to address the circumstances that precipitated the need for leave. An employee seeking intermittent paid family leave is required to provide the Authority with fifteen (15) calendar days' notice unless an emergency or other unforeseen circumstance precludes prior notice. The employee seeking intermittent leave shall make a reasonable attempt to schedule leave in a non-disruptive manner. Employees requesting such leave shall provide the Authority with a regular schedule of days for intermittent leave.

Employees may also be eligible for an unpaid leave for up to twenty-six (26) workweeks in a year to care for a family member on active duty in the military or a covered veteran (a covered veteran is an individual who was discharged or released under conditions other than a dishonorable at any time during the five (5)-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran) with a serious injury or illness incurred in the line of duty on active duty for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, or up to twelve (12) weeks in a year for a qualifying exigency. A qualifying exigency occurs when a military member is called to covered active duty (requires deployment to a foreign country) and a close member of his/her family must attend official ceremonies or family support or assistance meetings, there is a short-notice deployment, to attend to childcare matters, attend to financial and/or legal matters, or counseling. A serious injury or illness means an injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

A serious injury or illness also means an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on active duty, and that is either:

1. a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating; *or*,
2. a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty (50%) percent or greater, and the need for military caregiver leave is related to that condition; *or*
3. a physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; *or*,

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4. an injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Any *one* of these definitions meets the FMLA's definition of a serious injury or illness for a covered veteran regardless of whether the injury or illness manifested before or after the individual became a veteran.

Upon employer's request, an employee must provide a copy of the covered military member's active duty orders to support request for qualifying exigency leave. In addition, upon an employer's request, certification for qualifying exigency leave must be supported by a certification containing the following information:

- statement or description of appropriate facts regarding the qualifying exigency for which leave is needed;
- approximate date on which the qualifying exigency commenced or will commence;
- beginning and end dates for leave to be taken for a single continuous period of time;
- an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; and,
- if the qualifying exigency requires meeting with a third (3rd) party, the contact information for the third party and description of the purpose of the meeting.

Eligible employees may also take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

Employees who request qualifying exigency leave to spend time with a military member on Rest & Recuperation may take up to a maximum of fifteen (15) calendar days. Upon an employer's request, an employee must provide a copy of the military member's Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the military member's leave.

Domestic Violence Leave Policy

The New Jersey Security and Financial Empowerment Act, also known as the "NJ SAFE Act," provides protection for employees and their family members who have been the victim of domestic violence or sexual assault. Employees are entitled to twenty (20) days of unpaid protected leave from work to:

- Seek medical attention for physical or psychological injuries;
- Obtain services from a victim services organization, pursue psychological or other counseling;
- Participate in safety planning for temporary or permanent relocation;

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- Seek legal assistance to ensure health and safety of the employee or the employee's relative; or,
- Attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

To be eligible for the leave, an employee must meet the following criteria:

- The employee or their child, parent, spouse or domestic partner must be a victim of domestic violence or a sexually violent offense;
- The employee must have worked for the employer for at least twelve months and for at least 1,000 hours during the twelve (12) month period immediately preceding the requested leave; and,
- The twenty (20) day leave must be taken within one (1) year of the qualifying event.

Employees may take leave on an intermittent basis, but such leave cannot be shorter than one (1) full day. To the extent the leave is foreseeable, employees must provide advance notice. In addition, employee seeking leave must provide proof that they qualify for the leave. Such proof may include a restraining order, letter from a prosecutor, proof of conviction, medical documentation or a certification from an agency or professional involved in assisting the employee.

In certain circumstances, the basis for the leave may also qualify under the federal Family and Medical Leave Act and/or the New Jersey Family Leave act. If so, the Authority will treat the leave concurrently with the leave under those statutes. Employees may be required to use accrued paid vacation leave, personal time or sick leave concurrently.

The Authority shall protect the privacy of employees who seek leave by holding the request for leave, the leave itself or the failure to return to work "in the strictest confidence."

The Authority shall not retaliate, harass or discriminate against any employee exercising his/her right to take the leave provided by this policy.

Military Leave Policy

The Authority provides military leave in accordance with applicable State and Federal law. In all cases involving military leave, the employee must, as soon as possible, provide the Executive Director or designee with a certificate verifying the call to military duty prior to beginning the military leave.

Organized Militia. Any permanent or full-time temporary officer or employee, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other affiliated organization, including the National Guard of other states, shall be entitled to a leave of absence without loss

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of pay or time on all work days on which he or she is engaged in any period of Federal active duty, up to thirty (30) work days in any calendar year. A military leave of absence is in addition to the employees' regular vacation or other accrued leave.

Any leave of absence for such duty in excess of thirty (30) work days will be without pay but without loss of time. A full-time temporary officer or employee who has served under such temporary appointment for less than one (1) year will receive military leave without pay but without loss of time.

New Jersey Organized Militia. New Jersey's organized militia consists of the National Guard (Army and Air), the Naval Militia, and the State Guard. Any permanent or full-time officer or employee who is a member of the New Jersey organized militia shall be entitled, in addition to pay received, if any, as a member of the organized militia, to a leave of absence without loss of pay or time on all days during which he or she shall be engaged in State or Federal active duty, up to ninety (90) work days in any calendar year.

Any leave of absence for such duty in excess of ninety (90) work days will be without pay but without loss of time. A full-time temporary officer or employee who has served under such temporary appointment for less than one (1) year will receive military leave without pay but without loss of time.

Reinstatement. To be reinstated by the Authority without loss of privileges or seniority, the employee must report for duty with the Authority within the time required by law following release from active duty under honorable circumstances.

In accordance with legal requirement, employees who take military leave are required to:

- Provide the Authority with proper notice of the leave;
- Apply for reinstatement within the time required by law;
- Have a creditable military record including completion of all required training and fulltime service and be discharged under honorable conditions.

On return from a military leave of absence, the employee will be reinstated as required by law. See The Uniformed Services Employment and Reemployment Act ("USERRA"). Failure to comply with the requirement enumerated above or as required by law will jeopardize an employee's reemployment rights.

SECTION FOUR - Compensation & Employee Benefits Policies

Pay Period and Paycheck Distribution

All employees, plant and office, are paid every second (2nd) Friday. Base pay will include the Saturday prior to pay day.

If a holiday falls on a scheduled payday, the preceding Thursday will be the payday.

The normal workweek for Office Personnel shall consist of five (5) working days from Monday through Friday. Working hours are 8:30 AM to 4:00 PM with a thirty (30) minute lunch period resulting in a thirty-five (35) hour work week. Office Personnel may vary these hours with approval of the Executive Director providing the work week is no less than thirty-five (35) hours.

Because of the nature of the Authority's operations, coverage must be maintained twenty-four (24) hours a day, seven (7) days a week. Plant personnel shall work a forty (40) hour week with working hours defined by the Collective Bargaining Agreement.

The Authority will not accept responsibility for any employee's personal finances. The Authority will acknowledge judgments against an employee's pay, but will not act as a mediator between the employee and creditors.

Credit Information & Wage Assignments

Only information about employees that is classified as "public record" is made available to those making credit inquiries. All other requests for information, other than verification of employment, must be made in writing.

All employees are expected to pay their creditors when due. If employees fall behind on their credit payments, court ordered garnishments of wages may occur. If this happens, the Authority is legally required to deduct a portion of the employee's salary from his/her paycheck and forward it to the creditors.

Time Reporting

Accurate and complete attendance records shall be maintained by the Authority. These records are the official records used to determine the employee's eligibility for pay benefits.

Each hourly employee is required to submit a Time Sheet for the pay period prior to pay day. This record includes any absences or overtime that an employee has incurred during the pay period.

Overtime Compensation Policy

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For hourly employees overtime work shall be compensated at the rate of one and one-half (1 ½) times the employee's normal base rate of pay for all hours worked in excess of the normal work week for that employee's position, provided such extra hours are worked in the same normal pay week, being defined as Sunday through Saturday. For hourly employees in the collective bargaining unit, please refer to the Collective Bargaining Agreement.

Hourly employees may request compensatory time off equal to the amount of time actually worked. The compensatory time off would be equivalent to time and one-half (1 ½). The Authority retains the sole discretionary right to grant such a request and the granting of such a request in any one instance is not a waiver of the Authority's sole discretionary right to deny a request in any subsequent instance(s). The accumulation of compensatory time is hereby discontinued. Employees who are granted compensatory time must utilize it by the conclusion of the following payroll period in which the time is granted or it will be paid by the Authority.

In computing overtime compensation the nearest one-half (1/2) of an hour shall be the smallest fraction of an hour to be reported and paid.

In the event of a holiday, an authorized vacation day or an illness which causes the employee to be absent, these days will be counted as time worked to compute overtime. Personal time off (PTO) and holiday time (HT) and vacation time (VT) will NOT count as time worked in the computation of overtime.

All other employees are classified as Non-Exempt and are subject to the provisions of the Act. Depending on work needs, Non-Exempt employees may be required to work overtime. Rules governing overtime and overtime compensation are detailed in the Collective Bargaining Agreement.

Under the Fair Labor Standards Act, certain employees in managerial, supervisory, administrative, computer or professional positions are exempt from the provisions of the Act. There are also employees who may be exempt because their compensation exceeds \$100,000 per year depending upon their job duties. The Administrative Assistant shall notify all Exempt employees of their status under the Act. Exempt employees are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities. Time off consideration for large amounts of additional hours may be provided with the Executive Director's prior approval and at the sole discretion of the Executive Director.

All other employees are classified as Non-Exempt and are subject to the provisions of the Act. Depending on work needs, Non-Exempt employees may be required to work overtime. Rules governing overtime and overtime compensation are detailed in the Collective Bargaining Agreement for those applicable employees.

Non-Exempt employees may request compensatory time off equal to the amount of time actually worked. The compensatory time off would be equivalent to time and one and one-half (1 ½). The Authority retains the sole discretionary right to grant such a request and the granting of such a request in any one instance is not a waiver of the Authority's sole discretionary right to deny a

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request in any subsequent instance(s). The accumulation of compensatory time is hereby discontinued. Employees who are granted compensatory time must utilize it by the conclusion of the following payroll period in which the time is granted or it will be paid by the Authority.

In computing overtime compensation the nearest one-half (1/2) of an hour shall be the smallest fraction of an hour to be reported and paid.

Accrued and taken overtime compensating hours must be noted on the employee's time sheet. Previously scheduled vacation time and holiday time are considered time worked for purposes of determining overtime compensation, but sick time and personal time are not.

Health Insurance Policy

The Authority, being a participant in the New Jersey State Health and Dental Benefits Plan, offers all eligible employees and their dependents benefits under this system. Enrollment shall include the employee's family, as defined by the Plan. Drug Prescription coverage is also provided to the extent covered by the health benefit plan.

Premiums for these insurance programs shall be borne by the Authority, subject to employee contributions (including applicable retirees) required by Ch. 78, P.L. 2011, effective July 1, 2014.

Prescription Eye Glasses Benefit Policy

The Authority will reimburse an employee up to Four Hundred Dollars (\$400.00) annually for the purchase of one (1) pair of prescription eyeglasses and a related eye examination for replacements of the same only, due to damage or loss while on duty.

Retirement Policy

Under State law, all employees must enroll in the New Jersey Public Employee Retirement System or the Police and Fire Fighters Retirement System as applicable. The employee's contribution to the Plan will be deducted from the employee's pay. An employee who has completed the required number of years and who has reached the required age under the Plan may retire by notifying the Department Head in writing. The State retirement plans request six (6) months' advance notice to process the application. After giving notice of retirement, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. The Department Head will prepare an Employee Action form showing any pay or other money owed the employee. The Administrative Assistant will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open discussion with the employee. On the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all keys and equipment. At this

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time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

Workers' Compensation Policy

Employees who are injured while working must make an immediate report of such injury to the Supervisor. All injuries, no matter how slight they may be, must be reported within four (4) hours after the injury. All injuries incurred in or arising out of the course of employment shall be subject to Worker's Compensation Law of the State of New Jersey. Any employee who on any day is unable to complete a full day's work because they suffered an accident within the course and scope of their employment shall receive full pay for eight (8) hours on that day, seven (7) hours for administrative staff employees.

The Authority covers workers compensation benefits through its membership in a joint insurance fund. All required medical treatment must be performed by a Workers Compensation Physician appointed by the joint insurance fund and payment for unauthorized medical treatment may not be covered pursuant to the Act.

An employee absent because of an injury arising out of his employment shall continue to receive his wages as long as the injured employee endorsed over to the Authority his/her temporary disability check received by reason of said injury. Such salary continuation shall be up to a maximum of six (6) months from the date of injury. An applicable collective bargaining unit within the Authority may request an extension beyond a six (6) month period which may be granted in the sole discretion of the Authority.

Employee Assistance Policy

The Northwest Bergen County Utility Authority participates in the Bergen County Employee Assistance Program (EAP). The EAP provides confidential assessments, referrals, and monitoring to employees for such personal matters as family and marital relations, legal or financial difficulties, substance abuse, and other problems. The EAP has proven to be an important and successful health personnel service for all county employees and municipal employees in nine towns.

Three major classes of referrals for the EAP include substance abuse, psychological or family, and legal. For additional information contact the Bergen County Office of Alcohol & Drug Dependency, 327 East Ridgewood Avenue, Paramus, NJ 07652 • Phone (201) 634-2740.

Educational Assistance and Tuition Policy

All bargaining unit employees seeking payment for license and trade incentives in accordance with Articles 22 and 23 of the Collective Bargaining Agreement, effective January 1, 2017, shall

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bear all the costs for obtaining and/or maintaining said licenses. The Authority shall pay no costs/fees whatsoever nor shall reimbursement be permitted. The Authority will allow paid time off to obtain/maintain such licenses when requested in writing to the Superintendent at least ten (10) calendar days in advance of such time off and so long as the time off does not interfere with Authority operations as determined by the Authority or create an overtime opportunity for other bargaining unit members.

Upon approval of the Superintendent and/or Executive Director, employees may apply for reimbursement of tuition expenses incurred for training or college courses directly related to the employee's work. The Executive Director will be the sole judge of whether a particular course or program is "directly related" to the employee's work. Employees are strongly urged to obtain this determination before enrolling in a course or program.

Employees may receive reimbursement for up to one hundred (100%) percent of the tuition cost for training or college courses that they take on their own initiative. The reimbursement must be repaid if the employee leaves the Authority's employment within twenty-four (24) months of receipt.

Conference and Seminar Policy

Requests to attend a conference or seminar must be approved by the Department Head and the Superintendent. Requests shall be made sufficiently in advance to take advantage of discounts for early registration. Requests must be in writing including the conference schedule, registration information and estimated costs. The Department Head is responsible to detail all training requests during the budget formulation process. Approval of any conference or seminar request is conditioned upon the availability of funds.

SECTION FIVE - Managerial/Supervisory Procedures

Employment Procedure

- **Recruitment:** The Executive Director, in conjunction with the Administrative Assistant, will coordinate the employment recruitment process for all vacancies to ensure compliance with contractual, legal, and Equal Employment Opportunity Commission (“EEOC”) requirements. When a vacancy occurs, it is the responsibility of the Department Head or Superintendent to notify the Executive Director. The Executive Director will undertake to recruit qualified applicants in accordance with applicable Federal and State law. Where positions are advertised, the media or other periodical utilized must have as wide circulation as possible to encourage applications from candidates from diverse backgrounds and must prominently state that the Authority is an equal opportunity employer.
- **Applications:** All candidates must fully complete an application form. A resume will not be considered as a substitute for this form. The application is a confidential document and will not be available to anyone who is not directly involved in the hiring process, except as required by law.
- **Interviews:** The Executive Director, Superintendent or Department Head will coordinate the interview process including the scheduling of applicants, development of interview questions and standards to measure candidate responses. All questions must be in accordance with the New Jersey Division of Civil Rights Guidelines for Pre-Employment Inquiries. The Authority will make reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided the accommodation does not impose an unreasonable hardship on the Authority.
- **Physical Examinations:** All permanent full-time employees are required to have a comprehensive physical examination as a condition of employment, which they must pass in order to be employed. NBCUA shall schedule and pay for physical examinations of all conditional hires.

The Authority may request a physical examination of any employee at any time in its discretion after employment. Said physical examination shall be made at the Authority’s expense and by a doctor of the Authority’s choice.

All employees are required to participate in the NBCUA Drug and Alcohol Screening Program which includes random testing for employees. Penalties for failure of the test(s) or failure to participate in the program are described in the Program which is distributed to each employee.

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- **Criminal Background Checks:** Criminal background checks are required of all candidates, whether paid or volunteer, that may work directly or indirectly with the Authority.
- **Job Offers:** The final decision will be made by the Authority's Executive Director after all references and other information has been verified. Every effort shall be made to offer reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the Authority. The employment offer must be made in a letter to the candidate outlining all terms and conditions of the offer. The letter will also establish a deadline for acceptance.
- **Acceptances and Rejections:** If the first offer is rejected, the Authority Executive Director will decide to hire another candidate or re-open the position. Once a candidate accepts the employment offer, all other candidates will be notified in writing that they were not accepted for the position.
- **Employability Proof:** After acceptance, but before starting employment, all new employees shall be required to fill out an employment verification form (I9) and to provide acceptable proof of right to employment in the United States.
- **Record Retention:** All applications, notes made during interviews and reference checks, job offers and other documents created during hiring process must be returned to the Administrative Assistant. Documents related to the successful candidate will be placed in the employee's official personnel file except medical records including physical examinations must be maintained in a separate file. All records documents related to other candidates must be retained for at least one (1) year. Records and documents created during the hiring process are confidential and must be retained in a locked cabinet.

Background Checks and Procedures for Candidates, Employees and Volunteers

- **Background checks required:** Background checks are required of all candidates, whether for paid or volunteer positions, working directly or indirectly with the Authority.
- **Background check procedure:** The Authority will initiate background checks and be the recipient of reports from outside agencies or contractors. The Administrative Assistant will discuss disqualifying information received with the Superintendent or Executive Director. Written information received as a result of a "Request for Criminal History Record Information for a Noncriminal Justice Purpose" will be destroyed immediately after it has served its authorized purpose, as required by the New Jersey State Police. Such information will be kept confidential and will not be published or

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disclosed in any manner not consistent with the procedures listed herein. Such information will not be deemed a public record under P.L. 1963, c.73 (C:47:1A-1, et seq.) as amended and supplemented by P.L. 2001, c.404 (C:47:1A-5, et seq.).

The Administrative Assistant will inform the candidate, volunteer, or employee, in writing, of any information that would disqualify the person from working for the Authority. If the Authority contracts with an outside vendor to process the background checks, that contractor may be authorized to inform the person in writing of any information that would disqualify the person from working for the Authority. Existing employees or volunteers will be placed on immediate suspension pending the outcome of a hearing or appeal. Employee suspensions may be with or without pay at the discretion of the Executive Director.

- **Conditions Under Which An Employee Will Be Disqualified From Working for the Authority:** A candidate, volunteer, or employee may be disqualified from employment in a position if that person's criminal record history background check reveals a record of conviction of any of the following crimes and disorderly persons offenses as defined by New Jersey law or by analogous laws in other States:
 - Homicide (N.J.S.A. 2C:11)
 - Assault, reckless endangerment, threats, stalking (N.J.S.A. 2C:12)
 - Kidnapping (N.J.S.A. 2C:13)
 - Sexual Offenses (N.J.S.A. 2C:14)
 - Offenses Against the Family, Children and Incompetents (N.J.S.A. 2C:24)
 - Controlled Dangerous Substances (N.J.S.A. 2C:35, except for 2C:35-10(a)4)
 - Robbery (N.J.S.A. 2C:15)
 - Theft (N.J.S.A. 2C:20)

A disqualification from any position will be based only on a conviction for one or more of the above disqualifying crimes and offenses. An acquittal, a dismissal, successful completion of Pre-Trial Intervention (PTI), or an expungement of a criminal offense, including a disqualifying criminal offense, is not a disqualifying conviction.

Nepotism Procedure

Unless otherwise provided by law or collective bargaining unit agreements, immediate relatives shall not be hired, promoted or transferred to a regular full-time or regular part-time position where:

- One relative would have the authority to appoint, remove, discipline or evaluate the performance of the other;
- One relative would be responsible for auditing the work of the other; or,

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- Other circumstances exist that place the relatives in a situation of actual or reasonably foreseeable conflict of interest.

For purposes of this policy, immediate relative includes spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

Open Public Meetings Act Concerning Personnel Matters Procedure

Discussions by the governing body of the Authority concerning appointment, termination, terms and conditions of employment, performance evaluation, promotion or discipline of any current or prospective officer or employee may be held in closed session. Ultimately, the guidance as to notification of employees and the right to have the discussion in executive or the open session should be discussed with and based upon the guidance and advice of the legal counsel for the Authority and recent court decisions.

Processing and Orientation of New Employees Procedure

All new regular full-time and regular part-time employees will be scheduled to meet with the Executive Director or designee on their first (1st) day for a general orientation. Copies of all forms and acknowledgements must be returned to the Administrative Assistant for inclusion in the employee's official personnel file. The orientation will include:

- A tour of the appropriate facilities to acquaint the new employee with overall operations as they relate to the specific position;
- The completion of all pertinent personnel, payroll, insurance and pension forms;
- A review of the Employee Handbook and acknowledgement of receipt;
- A review of the Personnel Policies and Procedures Manual if the employee is a manager or supervisor and acknowledgement of receipt;
- The Employee Complaint Policy letter and acknowledgement;
- A safety orientation and acknowledgement; and,
- Arrangements for the new employee to complete required PEOSHA safety training.

Initial Employment Period Procedure

Except where State requirements direct otherwise, new employees (or present employees transferring to new positions) will be hired subject to an initial employment period of not less than one hundred eighty (180) days. During this initial employment period, the new employee or transferee will be provided with training and guidance from the supervisor. At the end of the initial employment period, the supervisor will conduct an employee evaluation – see Performance Evaluation Procedure. New employees may be discharged at any time during this period if the Authority concludes that the employee is not progressing or performing satisfactorily. Under appropriate circumstances, the Executive Director may extend the initial employment period. (Newly hired employees are not eligible for payment of paid time off except holidays until the successful completion of the initial one hundred eighty (180) day employment period.)

Nothing in the procedure set forth in this section shall alter the Authority's employment at will policy. Employment with the Authority is at will and may be terminated at any time with or without cause or notice by the Authority or the employee.

Employee Handbook Procedure

The Administrative Assistant with the assistance of the Authority Attorney shall draft an Employee Handbook for the approval of the Executive Director. A separate version of the Handbook will be drafted for part-time and seasonal employees as well as for major bargaining groups if appropriate. Once approved, copies will be distributed and employees will be required to sign an acknowledgement of receipt that will be placed in the official personnel file. The Handbook will be revised and re-distributed whenever there is a significant change in personnel practice or every two (2) years.

Performance Evaluation Procedure

Performance discussions must provide employees with guidance regarding their ability to meet job standards. Extraordinary skills or abilities should be recognized in addition to areas for improvement. Supervisors should review future training needs and career planning. The reviewer should also encourage the employee to make suggestions about how the department can improve. The reviewer should ask employees for feedback regarding the employee's skills as they relate to communication, team building, delegation, and sensitivity to needs of subordinates. Open communication is the key to improvement.

- **Setting the Stage:** The reviewer must create a productive climate for the discussion. In preparing the evaluation form, prior evaluations should be reviewed to identify trends. Employees must be notified in advance of the meeting and should be given a copy of the

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blank evaluation form. The meeting should be private without interruptions in a comfortable environment.

- **Confirm Expectations:** The reviewer should start the discussion of each performance area by reviewing expectations. Ask the employee to confirm the employee's understanding of job requirements. Refer to the job description as appropriate.
- **Rating:** Continue the discussion by giving the employee's rating in each performance area. The supervisor should be prepared to refer to documentation. Employees should be evaluated based on set standards, not as they compare to other employees. It is rare that any person's rating in all areas is either high or low. The evaluation should consider performance during the entire period, not just the recent past. Care should be taken to avoid allowing one aspect of a person's performance to overshadow all other performance factors be it positive or negative. Ideally, each performance area should be evaluated individually based on specific behaviors exhibited.
- **Discussing Future Plans:** This is where the reviewer should turn to the discussion to the future performance and development of the employee. A Counseling Action Plan form must be completed if any item is rated "Needs Improvement" or "Does Not Meet Minimum Standards." Specific performance goals must be established for the next review period along with plans for achieving those goals.
- **Closing the Discussion:** When all performance areas have been discussed, close the discussion by summarizing all of ratings in an overall rating for the review period.

It is crucial that all reviewers complete the evaluation forms with care and with complete candor. Although reviewers are encouraged to set forth areas of strength and utilize tact in presenting criticism, it is important that all performance issues of any significance be addressed thoroughly and in unambiguous terms in the evaluation form, and verbally with the employee.

Exceeds Expectations means consistently exceeds established standards in most areas of responsibility. All requirements must be met and objectives achieved above the established standards.

Meets Job Requirements means all job requirements were met and planned objectives accomplished within established standards. There were no critical areas where accomplishments were less than planned.

Needs Improvement means performance in one or more critical areas does not meet expectations. Not all planned objectives were accomplished within the established standards and some responsibilities were not completely met.

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Does Not Meet Minimum Standards means performance is unacceptable and important objectives have not been accomplished. Needs immediate improvement.

After completing the evaluation, the reviewer will return the form(s) with the signed acknowledgement to the Executive Director. After review by the Executive Director, the form(s) are to be forwarded to the Administrative Assistant for inclusion in the employee's official personnel file. As a part of the evaluation, employees have the right to request a conference with the Executive Director.

Disciplinary Action Procedure

All employees are expected to meet the Authority's work performance standards. The intent of the Disciplinary Action Procedure is to formally document problems and provide the employee with a reasonable time to improve performance. The process should encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the Authority's policies and procedures and other disciplinary problems.

Should a supervisor believe that an employee is not conforming to the Authority's policies and rules or to specific instructions, or has acted improperly, the supervisor will first privately discuss the matter with the employee to obtain the employee's view. If the supervisor determines that the employee has acted improperly, the supervisor shall take one of the following actions depending upon the gravity and the employee's past record. At the discretion of the supervisor, action may begin at any step, and/or certain steps may be repeated or by-passed.

- **Verbal Reprimand:** Depending on the circumstances, the supervisor may verbally notify the employee that the employee's actions have been improper and warn the employee against further occurrences. The supervisor will prepare a record of the verbal reprimand including the date, time and what was discussed with the employee. This record must be forwarded to the Administrative Assistant for the employee's official personnel file.
- **Written Reprimand:** When a supervisor determines that a written reprimand is appropriate, the situation must be discussed with the Superintendent and/or Human Resources Officer. The reprimand should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and may include additional comments. A copy of the written reprimand with the signed acknowledgement and comments must be forwarded to the Administrative Assistant for the employee's official personnel file.

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- **Suspension:** Whenever an employee is recommended for suspension, the Executive Director will make the decision and may seek the advice of the Authority's Labor Attorney if appropriate. Suspended Employees may request a hearing under the applicable grievance procedure.
- **Dismissal:** Whenever an employee is recommended for dismissal, the Executive Director will make the decision only after seeking the advice of the Authority's Labor Attorney. There must be a complete review of the employee's personnel file and all other facts to determine if there is sufficient cause for the dismissal. Terminated employees may request a hearing under the applicable grievance procedure.

Personnel File Procedure

The official personnel files shall be maintained by the Administrative Assistant and employee medical information will be maintained in a separate file. At least annually, the Administrative Assistant will review files to make sure they are up-to-date and will follow-up with the Department Heads as necessary.

The Official file shall include at least the following:

- The original application signed by the employee;
- Notes from any pre-employment interview and reference check;
- The original letter detailing an offer of employment and any additional correspondence concerning the employee's hiring;
- A signed acknowledgement that the employee received a copy of the Employee Complaint Policy letter;
- A signed acknowledgement that the employee has received the Employee Handbook;
- A signed acknowledgement that the employee received the safety orientation;
- Annual written performance evaluations including documentation that the evaluation was reviewed with the employee;
- Counseling Action Plans;
- Records relating to on-the-job accidents;
- Disciplinary actions including an acknowledgement that the employee was notified of the proposed disciplinary action and was given an opportunity to respond;

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- Records relating to any other employment actions including promotions, demotions, transfers, resignations, leaves, etc.;
- Educational transcripts; and,
- Any other pertinent information.

Employee Complaint Investigation Procedure

Employees have the right to formally or informally report any statement, act, or behavior by a co-employee, supervisor, elected official or visitor that they believe to be improper.

- **Reporting:** Employees should be asked to report complaints in writing utilizing the Employee Complaint form, but are not compelled to do so.
- **Identification/Screening:** The supervisor must report all written or verbal complaints to the Executive Director unless the complaint is against the Executive Director. Upon receipt, the Executive Director will determine if the complaint was made pursuant to the General Anti-Harassment Policy, the Anti-Sexual Harassment Policy, the Whistle Blower Policy, a grievance procedure or is another form of complaint. A file will be established including the written complaint, the investigation procedure followed and the response action plan. As soon as possible but no later than ten (10) days after receiving the complaint, the Executive Director or investigator appointed by the Executive Director will interview the employee. If the employee is reluctant to sign a written complaint, the Executive Director or investigator will prepare written notes of the date, time and place of the complaint and the specific allegations. These notes will be read back to the employee who will be asked to affirm, preferably in writing the information's accuracy.
- **Investigation:** The Executive Director may seek the advice of the Authority's Labor Attorney when planning the investigation. The investigation should be conducted by the Labor Attorney/or county prosecutor if it involves potential criminal charges. The investigation should establish the frequency and nature of the alleged conduct and whether the complaint coincides with other employment events such as a poor performance evaluation. The investigation should also determine if other employees were subjected to similar misconduct. It is important to protect the rights of both the person making the complaint and the alleged wrongdoer.
- **Response Plan – No Corrective Action Required:** The Executive Director will review the conclusions with the Attorney if necessary and render a decision within fourteen (14) calendar days after the investigation is complete. If the validity of a complaint cannot be determined or the complaint is groundless, the complaining employee should be notified in writing. Care should be taken to avoid being too specific, confrontational or accusatory and to avoid any language that might be construed as defamatory. A general

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statement is usually more appropriate that the claim was thoroughly investigated, but could not be sufficiently documented or confirmed to justify taking formal action. The employee should be assured that future complaints will be investigated and that the Authority is committed to eliminating wrongful employment practices when they are found to exist. If the investigation reveals that the complainant intentionally and maliciously levied false charges against the alleged wrongdoer, the complainant must be notified of the seriousness of filing a false complaint, and the appropriate disciplinary penalty under the circumstances, up to and including termination.

- **Response Plan – Corrective Action Required:** If the investigation reveals that the complaint is justified and substantiated, the Executive Director will formulate with the advice of the Labor Attorney a corrective action plan as well as possible disciplinary action. The complaining employee will be notified, in writing that it appears that the complaint was justified and an appropriate response plan has been formulated. A copy of the response plan should be attached to the letter. The response plan should provide for appropriate remedial action to prevent a recurrence of the wrongful act or behavior.

Requests for Employment Verification and Reference Procedure

Inquiries and written requests for references or employment verification regarding a current or former employee must be referred to the Administrative Assistant. No employee may issue a reference letter without the permission of the Administrative Assistant. Under no circumstances should any information be released over the phone.

In response to a request for information, the Administrative Assistant will only verify an employee's name, dates of employment, job title, department and final salary. No other data or information will be furnished unless (1) the Authority is required to release the information by law, or, (2) the employee or former employee authorizes the Authority in writing to furnish this information and releases the Authority from liability.

Continuing Education Procedure

The Authority will arrange for employment practices seminars at least annually to train all managerial/supervisory personnel. The Authority will also offer non-mandatory training to all other employees with special emphasis on employee rights and protections under various Federal and State laws as well as Authority employment practices. Records will be maintained in the official personnel files of all employees trained under this procedure.

Managerial and supervisory personnel will also update employees periodically by department meetings and memos that should address specific problems and concerns that may arise. Every effort will be made to encourage employee suggestions about ways to avoid employer-employee disputes and violations of employment rights.

SECTION SIX - Forms

- Notice of Personnel Discussion
- Employee Letter Concerning Employee Complaint Procedure
- Sample Notices Concerning Whistleblower Act
- Application for Employment
- NJ Division of Civil Rights Guide on Pre-Employment Inquiries
- Performance Appraisal
- Counseling Action Plan
- Employee Evaluation Checklist
- Fingerprint and Background Check Consent Form for Employees and Job Applicants.

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**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

30 Wyckoff Avenue
at Authority Drive
P.O. Box 255
Waldwick, NJ 07463

Tel: 201.447.2660
Fax: 201.447.0247
www.nbcua.com

NOTICE OF PERSONNEL DISCUSSION

To: _____

Address: _____

This is to notify you, pursuant to the Open Public Meeting Act, that the NBCUA plans to discuss the subject matter(s) checked below relating to your employment.

- Application for Employment
- Promotion or Transfer
- Compensation
- Performance Evaluation
- Special Leave Request
- Grievance
- Discipline
- Possible Termination
- Other (Specify): _____

The discussion will take place at the following meeting(s):

Date of Meeting(s): _____

Time: _____

Location: _____

The discussion will be in closed session, not open to the public, unless before the meeting the Authority receives a request, in writing, in which you ask that the discussion be held in public. If the discussion will affect other employees or potential employees, it may be closed to the public unless all such affected persons submit such signed requests. You are not required to attend this meeting.

Notice Date: _____ Signed: _____ (title) _____

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Conscientious Employee Protection Act "Whistleblower Act"

Employer retaliatory action; protected employee actions; employee responsibilities

1. New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:
 - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
 - b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
 - c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
 - (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 - (2) is fraudulent or criminal; or
 - (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.
2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergency in nature.

CONTACT INFORMATION

Your employer has designated the following contact person to receive written notifications, pursuant to paragraph 2 above (N.J.S.A. 34:19-4):

Name: Eric Bernstein, Esq.
Address: 34 Mountain Blvd, Bldg A, Box 4922
Warren NJ 07059
Telephone Number: 732-805-3360

This notice must be conspicuously displayed.

Once each year, employers with 10 or more employees must distribute notice of this law to their employees. If you need this document in a language other than English or Spanish, please call (609) 292-7832.



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La Ley de protección al empleado consciente

"Ley de protección del denunciante"

Acciones de represalia del empleador; protección de las acciones del empleado

1. La ley de New Jersey prohíbe que los empleadores tomen medidas de represalia contra todo empleado que haga lo siguiente:
 - a. Divulgue o amenace con divulgar, ya sea a un supervisor o a una agencia pública toda actividad, directriz o norma del empleador o de cualquier otro empleador con el que exista una relación de negocios y que el empleado tiene motivos fundados para pensar que violan alguna ley, o en el caso de un trabajador licenciado o certificado de la salud y que tiene motivos fundados para pensar que se trata de una manera inadecuada de atención al paciente;
 - b. Facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la violación de alguna ley, regla o reglamento que el empleador o algún otro empleador con el que exista una relación de negocios; o en el caso de un trabajador licenciado o certificado de la salud que facilite información o preste testimonio ante cualquier agencia pública que conduzca una investigación, audiencia o indagación sobre la calidad de la atención al paciente; o
 - c. Ofrece información concerniente al engaño o la tergiversación con accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
 - d. Ofrece información con respecto a toda actividad que se pueda percibir como delictiva o fraudulenta, toda directiva o práctica engañosa o de tergiversación que el empleado tenga motivos fundados para pensar que pudieran estafar a accionistas, inversionistas, usuarios, pacientes, clientes, empleados, ex empleados, retirados o pensionados del empleador o de cualquier agencia gubernamental.
 - e. Se opone o se niega a participar en alguna actividad, directriz o práctica que el empleado tiene motivos fundados para pensar que:
 - (1) viola alguna ley, o regla o reglamento que dicta la ley o en el caso de un empleado licenciado o certificado en cuidado de la salud que tiene motivos fundados para pensar que constituya atención inadecuada al paciente;
 - (2) es fraudulenta o delictiva; o
 - (3) es incompatible con algún mandato establecido por las directrices públicas relacionadas con la salud pública, la seguridad o el bienestar o la protección del medio ambiente. Artículo 34:19-3 de las Leyes comentadas de New Jersey de protección del empleado consciente (N.J.S.A., por sus siglas en inglés)
2. No se puede acoger a la protección contra la represalia, cuando se hace una divulgación a un organismo público, a no ser que el empleado le informe al empleador de tal actividad, política o norma a través de un aviso por escrito y le haya dado al empleador una oportunidad razonable para corregir tal actividad, política o norma. Sin embargo, no es necesaria la divulgación en los casos en que el empleado tenga indicios razonables para creer que un supervisor o más de un supervisor del empleador tienen conocimiento de tal actividad, política o norma o en los casos en los que el empleado teme que tal divulgación pueda traer como consecuencia daños físicos a su persona siempre y cuando la naturaleza de la situación sea la de una situación de emergencia.

Información del Contacto

Su empleador ha designado a la siguiente persona para recibir notificaciones de acuerdo al párrafo 2, de la ley (N.J.S.A. 34:19-4):

Nombre: Eric Bernstein
Dirección: 34 Mountain Blvd, Ridge, PO Box 4922
Warren NJ 07059
Número de teléfono: 732-805-3360

Este aviso se debe exponer a la vista de todos.

Anualmente, patronos con 10 o más empleados, deberán distribuir notificación de esta ley a todos sus empleados. Si necesita este documento en algún otro idioma que no sea inglés o español, sírvase llamar al (609) 292-7832.

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NBCUA Employee Complaint Form

Date_____

Attach additional sheets if necessary to fully complete all questions

Name: _____ **Department:** _____

TITLE: _____ **SUPERVISOR:** _____

Time period covered by this complaint: _____

Individuals who allegedly committed the acts being complained of:

Describe the nature and dates of the acts allegedly committed by each individual:

Identify all persons with knowledge of the complained conduct:

Are there any documents or other evidence that supports the occurrences described above?

If you previously complained about this or related acts to a supervisor or official, please identify the individual to whom you complained, the date of the complaint, and any action taken.

Have you missed any time from work or incurred any un-reimbursed medical expenses as a result of the alleged acts?

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Are you afraid that someone may retaliate against you because you filed this complaint? If so, please identify the person(s) and indicate the reasons why you feel the person(s) may retaliate against you.

What is your requested remedy for this complaint?

ACKNOWLEDGMENT

The information provided above is true and correct to the best of my knowledge.

BY: _____ DATE: _____

To investigate your complaint, it will be necessary to interview you, the accused party, and any witnesses with knowledge of the allegations or defenses. All persons involved in the investigation will be notified that (1) the complaint is confidential, (2) that any unauthorized disclosures of information concerning the investigation or retaliation could result in disciplinary action up to and including discharge.

I am willing to cooperate fully in the investigation of my complaint and to provide whatever evidence is deemed relevant.

BY: _____ DATE: _____

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**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

30 Wyckoff Avenue
at Authority Drive
P.O. Box 255
Waldwick, NJ 07463

Tel: 201.447.2660
Fax: 201.447.0247
www.nbcua.com

EMPLOYMENT APPLICATION

(Attached)

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APPLICATION FOR EMPLOYMENT

PERSONAL *(Please print clearly)*

Last		First		M.I.	Telephone Number
NAME					
Number and Street		City		State	Zip Code
ADDRESS					Are you in the U.S. on a visa that prohibits you from working? YES NO
New Jersey Driver's License		YES	NO	Years of Residence	
Driver's License No.				In this state:	County:
Person to notify in case of accident or emergency:					
Name:			Phone Number:		
Address:			Relationship to you:		
Military Service		Have you been in the U.S. Military Service? YES NO			Honorably Discharged?
If YES, describe duties while on active duty:					YES NO

POSITION

Job Applied for:		When can you start:	
Can you work any assigned shift?		Are you available weekends?	
YES	NO	YES	NO
Holidays?			
YES	NO		
Please list any languages other than English which you speak, read or write		List and describe any internships, licenses, certifications or registrations connected with your profession or trade. (Give name of state in which license, certification or registration is held)	
_____		_____	
_____		_____	

Machines operated and/or special skills (including steno, software programs):			
Typing? YES NO WPM:			
Have you any previous New Jersey State, County or Municipal Employment?			
YES	Permanent	Employer	Date:
NO	Temporary	Department	Job Title:
WORK EXPERIENCE <i>(List most recent employer first)</i>			
Present or last employer:		Street Address:	Supervisor's name:

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Time Employed: Mo. Yr. To Mo. Yr.	City State Zip	Phone Number:
Your Duties:		Starting Salary:
Reason for Leaving:		Final Salary:
Previous employer:	Street Address:	Supervisor's name:
Time Employed: Mo. Yr. To Mo. Yr.	City State Zip	Phone Number:
Your Duties:		Starting Salary:
Reason for Leaving:		Final Salary:
Previous employer:	Street Address:	Supervisor's name:
Time Employed: Mo. Yr. To Mo. Yr.	City State Zip	Phone Number:
Your Duties:		Starting Salary:
Reason for Leaving:		Final Salary:
ADDITIONAL INFORMATION (Attach resume):		

How were you referred to NBCUA? Newspaper (give name): _____ Walk-in Employee (give name): _____ Other (indicate): _____
--

REFERENCES

Do not give relatives or former employers as references. Check here if you do not want us to contact your present employer _____

Name	Address	Telephone	Business or Occupation	Known how long?

Give name of any relative working for NBCUA _____	In what department do they work? _____
---	--

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
AGREEMENT**

I CERTIFY that answers given herein are true and complete to the best of my knowledge. In the event of my employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

I UNDERSTAND that as a condition of employment, I may be required to pass the Authority's employment physical and any future physical examinations required by the NBCUA.

I HEREBY AUTHORIZE the Authority to contact former employers, and/or other reference sources, as part of the evaluation of my application for employment, and I hereby release such reference sources from any liability for the consequences of information which they may release to the Authority.

I UNDERSTAND that this application is not intended to be a contract of employment;

I ALSO AGREE, upon termination of employment, to return any Authority property issued to me, or to allow reasonable value of same to be deducted from my wages or to pay the replacement cost of same to the Authority before my final check will be released to me.

Date of Application _____ Signature of Applicant _____

Federal law prohibits discrimination in employment because of race, color, religion, age, gender, disability, marital or veteran status, sexual orientation or national origin.

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**NJ DIVISION ON CIVIL RIGHTS GUIDE
ON PRE-EMPLOYMENT INQUIRIES**

Category	It is discriminatory to inquire about:	Some examples of acceptable inquiries:
Name	a) The fact of a change of name or the original name of an applicant whose name has been legally changed b) Maiden name	Whether or not the applicant has ever worked under another name or was the applicant educated under another name. (Allowable only when the data is needed to verify the applicant's qualifications)
Birthplace and Residence	a) Birthplace of applicant b) Birthplace of applicant's parents c) Requirement that applicant submit birth certificate, naturalization or baptismal record d) Own home, rent, board or live with parents e) Citizenship	a) Are you in the United States on a visa, which prohibits you from working here? b) Are you either a US citizen or a permanent resident alien?
Creed and Religion	a) Applicant's religious affiliation b) Church, parish, or religious holidays observed by applicant	
Race or Color	a) Applicant's race b) Color of applicant's skin, eyes, hair, etc. c) Driver's license number	
Photographs	a) Photographs with application b) Photographs after interview, but before a hiring	
Age	a) Date of birth or age of applicant b) Age specifications, limitations, or implications in a newspaper advertisement which might bar workers under or over a certain age c) Driver's license number	Applicant may be asked if he/she is over the minimum legal age and under a bona fide mandatory retirement age
Language	a) Applicant's mother tongue b) Language commonly used by applicant at home c) How the applicant acquired ability to read, write, or speak a foreign language	Language applicant speaks and/or writes fluently (only if job related)
Relatives	Name and/or address of any relative of the applicant	Name and address of person to be notified in case of accident or emergency
Military Experience	a) Applicant's military experience in other than United States Armed Forces b) National Guard or Reserve Units of applicant c) Draft classification or other eligibility for military service d) Applicant's whereabouts during periods of armed conflict e) Dates, conditions and type of discharge	a) Military experience of applicant in Armed Forces of United States only when used for employment history b) Whether applicant has received any notice to report for duty in Armed Forces

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Organizations	Any clubs, social fraternities, sororities, societies, lodges, or organizations to which the applicant belongs	Membership in a union, professional or trade organization
References	The name of applicant's pastor or religious leader	Names of persons willing to provide professional and/or character references for applicant
Sex and Marital Status	a) Sex or marital status or any questions which would be used to determine same b) Number of dependents, number of children c) Spouse's occupation	
Arrest and Conviction Record	The number and kind of arrests of an applicant	Convictions which bear a relationship to the job
Height and Weight	Any inquiry into height or weight of applicant	
Physical Disabilities	Any inquiry as to physical disability, which has no direct bearing on satisfactory performance of the specific job in question. (For example, questions as to the mobility of a person without the use of his or her legs, when the job in questions involves working in a stationary position.)	Does applicant have any physical disability, which would prevent him or her from satisfactorily performing the job? (For example, questions concerning hearing impairment are acceptable on applications for a telephone operation position.)
Education	Whether or not the applicant is a high school graduate	a) Show highest grade completed b) Detail your educational background

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NBCUA PERFORMANCE APPRAISAL

EMPLOYEE NAME: _____ **SUPERVISOR:** _____

DEPARTMENT/JOB TITLE: _____ **DATE OF HIRE:** _____

PRESENT REVIEW DATE: _____ **LAST REVIEW DATE:** _____ **TIME IN POSITION (YRS.):** _____

Use the Comments section to note goals being appraised and to provide future goals.

Overall Rating (circle)

1 – Does not meet minimum standards 2 - Needs Improvement 3 – Meets Job Requirements 4 – Exceeds Expectations

TRAINING/ JOB KNOWLEDGE: *Consider knowledge of methods, techniques, procedures, tools, and maintenance of certifications necessary to perform the position.*

Lets certification expire. No desire to improve skills. Insufficient knowledge and understanding of the job.

New in a position and still learning. Often requires additional instruction. Making progress, but not fully proficient. Needs to improve certain skills or job knowledge.

Fully understands job responsibilities. Maintains needed certification. Can operate all equipment required to perform his or her job.

Takes the initiative to improve job through evaluation of job processes. Can lead work group through unusual or unique situations.

Comments:

PERFORMANCE: *Consider dependability, communication skills, and the quality and quantity of work based on established standards.*

Frequently damages government property and/or equipment. Work not up to expectations.

Needs a better grasp of job. New employee still in learning process, not yet proficient. Not always as productive as expected.

Completely performs job meeting all job standards. Consistently provides quality work requiring minimal revision to correct errors.

Job output continuously above standards and before deadlines. Takes initiative to take on other tasks whenever possible.

Comments:

WORK CONDUCT: *Consider employee's interest in the position, commendations received, organizational support, personal appearance, and disciplinary actions.*

Frequently or repeatedly receives disciplinary actions and substantiated complaints from the community and co-workers.

Occasionally has disciplinary problems, but is working to correct behavior. Needs to project a positive outlook and pleasant manner.

Never has any discipline problems. Supervisor has complete trust in employee. Always conforms to dress code.

Consistent positive methods and behaviors, which translates into quality work. Has pride in work. Influences others in a positive way.

Comments:

COOPERATION: *Consider teamwork, or the ability to work with others in a cooperative and productive manner.*

Seldom works well with others. Difficult to work with. Does not promote teamwork. Files unsubstantiated grievances.

Slow to help others. Does not readily accept additional assignments required of job. Lack of tact or consideration for others.

Fully cooperates with co-workers. Accepts new ideas. Helps others. Willing to work overtime as needed.

Continually goes out of way to help co-workers. Learns other job responsibilities to aid in coverage. Fosters teamwork.

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CUSTOMER SERVICE: *Consider responsiveness to public the needs and requests.*

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Responds inappropriately to questions, requests, or situations. | <input type="checkbox"/> Occasionally does not respond tactfully or completely. | <input type="checkbox"/> Exhibits courtesy and tact. Answers questions or refers to the appropriate party. | <input type="checkbox"/> Responds to requests with enthusiasm and a sense of commitment. Always follows through by providing or obtaining complete information. |
|--|---|--|---|

Comments: _____

JUDGMENT: *Consider ability to produce quality work in a cost conscious manner without needing guidance from manager.*

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Constantly uses poor judgment occasionally increasing costs. Requires close and constant supervision. | <input type="checkbox"/> Often afraid to make and take responsibility for decisions. Needs to better identify and communicate problems. | <input type="checkbox"/> Exemplifies good sense of judgment. Not afraid to make decisions when provided information. Learns from mistakes. | <input type="checkbox"/> Anticipates potential problems. Takes full responsibility for mistakes. Takes initiative to obtain information. |
|--|---|--|--|

Comments: _____

ATTENDANCE: *Consider absenteeism and punctuality.*

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Frequently arrives to work late. Excessive absenteeism beyond allotted time. | <input type="checkbox"/> Occasionally arrives late. Uses nearly all allotted sick time each year. | <input type="checkbox"/> Always arrives on time. Takes an average amount of sick time. | <input type="checkbox"/> Always prepared for work. Highly reliable attendance. |
|---|---|--|--|

Comments: _____

VOLUNTEER : *Consider willingness to volunteer at work and in the community.*

- | | | | |
|--|---|--|--|
| <input type="checkbox"/> Never volunteers to help. Puts down others who do volunteer work. | <input type="checkbox"/> Usually not interested in volunteering for projects, teams, etc. | <input type="checkbox"/> Willing to volunteer if asked to volunteer. | <input type="checkbox"/> Actively seeks opportunities to volunteer at both work or in the community. |
|--|---|--|--|

Comments: _____

DIRECTING WORK: *Consider planning, organizing, problem solving, leadership, and supervisory skills.*

Does this person have supervisory responsibilities?

- All the time as part of job requirement.
 Supervises on an as needed basis.

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Continually fails as a supervisor. Lack of leadership, planning, and organizational skills. Unit does not achieve objectives. Does not treat subordinates fairly. | <input type="checkbox"/> New supervisor and still learning. Making progress, but not fully proficient. Having trouble making leap from co-worker to supervisor. | <input type="checkbox"/> Fully proficient and competent leader. Delegates when needed. Solves problems and makes decisions. Is in complete control of department and sets an example. | <input type="checkbox"/> Goes out of way to help subordinates. Consistently treats all employees fairly. Develops highly effective work plans. Assumes responsibility for solving problems. |
|--|---|---|---|

Comments: _____

EMPLOYEE COMMENTS: _____

I have reviewed the appraisal and discussed its contents with my supervisor.

EMPLOYEE SIGNATURE: _____ **DATE:** _____

SUPERVISOR SIGNATURE _____ **DATE:** _____

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Employee must achieve the following goals in order to reach acceptable standards:

Employee should reach these goals by:

- Immediately**
- Employee is on a probationary status and will be re-evaluated on _____**
- Employee is Suspended: Dates: _____**

Consequences of failure to improve or achieve goals:

- May result in further disciplinary action, up to and including termination.**
- Termination.**

Employee's Comments:

I have read the above. I understand that it constitutes a warning and I understand the amount of time I have to attain the stated performance goals. I also understand the consequences of my failure to improve or attain the above goals.

Employee Signature: _____ Date: _____

Department Head Signature _____ Date: _____

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Executive Director Signature: _____ **Date:** _____

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AUTHORITY EMPLOYEE EVALUATION CHECKLIST

Be Prepared

- Know the objectives and goals of the meeting.

Time and Place

- Choose a quiet, private spot with as few interruptions as possible.

Conducting the interview

- Create a positive environment and help the employee feel at ease.
- Give balanced feedback, both positive and negative, but start with the positive.
- Focus on the job, NOT the person.
- Ask questions and allow the employee to provide feedback.
- When discussing areas for improvement, discuss methods and objectives for improving.
- Discuss possibilities for advancement, the employee's aspirations and professional development necessary to be a candidate for such future positions.

Conclusion

- Summarize and review the important points of the discussion.
- Restate the action steps that have been recommended and provide a time frame for completion.
- Make sure employee reviews the appraisal and provides comments.
- Have employee sign the acknowledgement that the employee has read the appraisal (does not signify agreement with the content).

Follow-up

- Follow-up with the employee to see how plans are proceeding within the given time frames.
- Offer the employee assistance in achieving objectives and encourage discussion of successes and obstacles.

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**Fingerprint and Background Check Consent Form
for Employees and Job Applicants**

In accordance with Authority Policy and N.J.S.A. 15A:3A-1 et seq, I understand that, as a condition of continued employment or new employment, the Authority requires background checks on all individuals. .

By signing this form, I agree to be fingerprinted and consent to a criminal background record check as a condition of new employment, continued employment, or voluntary service. I also represent, attest, and certify that I have never been convicted of any of the following crimes or disorderly persons offenses as defined by New Jersey law or the law of any other state, or that the guilty disposition of any of the crimes and/or offenses has been amended to a status of not guilty, or that any previous charges, as listed below, have been expunged:

2C:11 HOMICIDE all offenses

2C:12 ASSAULT, ENDANGERING, THREATS all offenses

2C:13 KIDNAPPING all offenses

2C:14 SEXUAL OFFENSES all offenses

2C:15 ROBBERY all offenses

2C:20 THEFT all offenses

2C:24 OFFENSES AGAINST THE FAMILY, CHILDREN AND INCOMPETENTS
all offenses

2C:35 CONTROLLED DANGEROUS SUBSTANCES
all offenses **except** paragraph (4) of subsection a. of NJS.2C:35-10

Name (please print) _____

Applicant's signature _____ Date _____

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Receipt for Personnel Policies and Procedures Manual

I acknowledge that I have received a copy of Authority's Personnel Policies and Procedures Manual. I agree to read it thoroughly. I agree that if there is any policy or provision in the manual that I do not understand, I will seek clarification from my supervisor, the Executive Director or the Administrative Assistant. I understand that the Authority is an "at will" employer and consistent with applicable Federal and State law, as well as applicable bargaining unit agreements, employment with the Authority is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the Authority has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this manual states Authority's personnel policies in effect on the date of publication. I understand that nothing contained in the manual may be construed as creating a promise of future benefits or a binding contract with Authority for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to the Administrative Assistant.

Date: _____

Signature: _____

Print Name: _____

APPENDIX A

POLICY ON DRUGS & ALCOHOL SCREENING



**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

POLICY ON DRUG & ALCOHOL SCREENING

Adopted 2/9/2010

**NORTHWEST BERGEN COUNTY UTILITY AUTHORITY
POLICY ON DRUG & ALCOHOL SCREENING**

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NORTHWEST BERGEN COUNTY UTILITY AUTHORITY POLICY ON DRUG & ALCOHOL SCREENING

1. Introduction

The Northwest Bergen County Utilities Authority (NBCUA) has a responsibility and managerial obligation to maintain a safe work environment for its employees, as well as a duty to protect the community. The professional responsibilities, legal prerogative and the integrity of any agency demands that its employees, particularly its Safety Sensitive employees refrain, without excuse or exception, from the misuse of alcohol and the use and possession of illegal or medically unauthorized controlled dangerous substances (herein "drugs"), and formally register prescribed medication, which may include drugs as the term is defined herein.

As part of this effort, the NBCUA participates in controlled substances and alcohol testing of NBCUA's Commercial Drivers pursuant to the Federal Highway Administration regulations. This program is designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. The specifics of this program are provided in a companion document (attached) and incorporate the requirements of the Federal Highway Administration.

There is conclusive proof that the use and/or abuse of alcohol and many types of drugs, including prescribed medication, can and does produce negative effects on an individual's cognitive, emotional and physical health and conduct. A condition of employment for all employees must be a complete absence of adverse effect on performance caused by drugs. It is, therefore, the policy of NBCUA that no employee shall possess or use any drugs, whether on or off duty, unless the drug has been legally prescribed for the employee by a physician licensed to practice medicine and used in the manner prescribed.

2. Purpose

The purpose of this policy is to protect the integrity, credibility and effectiveness of the operations of the Authority; and to further ensure an alcohol and drug free workplace for all employees. Testing employees for substance and/or prescribed medication abuse, and/or unregistered but medically prescribed use, in accordance with legally authorized parameters, will help ensure that these objectives are accomplished, while balancing the need to safeguard the rights of the individual employees tested against unreasonable intrusions into their person. It is acknowledged that legal requirements pertaining to drug testing may change and evolve; the policy may be amended from time to time to reflect changes in legal requirements and parameters, as well as the negotiated pacts of the Authority and its employees, including Safety Sensitive employees.

3. Definition of Terms

- A. **Safety Sensitive Employees:** any employee who, in the regular or foreseeable discharge of responsibilities, engages in conduct creating a reasonable risk of injury to self or others such that even a momentary lapse of attention could reasonably result in consequences of harm, loss or injury elevated by use, prescribed or otherwise, of drugs.
- B. **Supervisors:** Administrative, supervisory personnel assigned to positions having day-to-day responsibilities for supervision of employees.

**NORTHWEST BERGEN COUNTY UTILITY AUTHORITY
POLICY ON DRUG & ALCOHOL SCREENING**

- C. **Breath Alcohol Technician (BAT):** The Breath Alcohol Technician (BAT) is a person who instructs and assists employees in the alcohol testing process and operates an evidential breath testing or alcohol screening device, respectively.
- D. **Official Monitor:** A third party sub-contractor or other Authority appointed designate responsible for urine sample acquisitions as it pertains to the NBCUA Drug and Alcohol Screening Policy.
- E. **Urinalysis:** A urine test administered under approved conditions and procedure for detecting illegal drug usage.
- F. **Reasonable Individualized Suspicion:** An apparent state of facts and/or circumstances found to exist upon inquiry by a trained supervisor, which would induce a reasonably intelligent and prudent person to believe that a reasonable, objective basis exists to suspect that a urinalysis will produce evidence of a drug as defined by this policy.
- G. **Random Testing:** A standardized random selection methodology of testing individual employees for drugs and alcohol that does not depend upon reasonable individualized suspicion and does not predetermine who will be tested.
- H. **Drugs:** All urine specimens are analyzed for the following drugs:
 - 1. Marijuana (THC metabolite)
 - 2. Cocaine
 - 3. Amphetamines
 - 4. Opiates (including heroin)
 - 5. Phencyclidine (PCP)

4. Drug and Alcohol Testing Parameters

- A. **Pre-Employment or Probationary Period Screening** – Drug and alcohol screening shall occur as part of the pre-employment medical examination administered to persons applying for any Safety Sensitive employee positions with NBCUA. Additionally, screening at the discretion of NBCUA may take place at any time during a Safety Sensitive employee's probationary period.
- B. **Employment Screening** – In balancing the NBCUA community's right and obligation to have a drug-free work environment against the employee's right to privacy, urinalysis will be the chosen method of drug screening while breath analyzers will be the method of alcohol screening. Screening will be administered as follows: (1) screening of any employee in the absence of "reasonable individualized suspicion" may be conducted at NBCUA's discretion at any time following random selection or (2) individual screening will be administered when there is a "reasonable individualized suspicion" to believe that an individual employee is using drugs in violation of this policy.

Testing on the basis of "reasonable individualized suspicion" will be required based on the objective facts and on rational inferences, drawn by a supervisor, to

NORTHWEST BERGEN COUNTY UTILITY AUTHORITY POLICY ON DRUG & ALCOHOL SCREENING

indicate that the usage of alcohol or any drug may be the cause of an unfit condition where the Safety Sensitive employee is:

1. Impaired in, or incapable of performing their assigned duties; and/or;
2. Involved in a job related accident; and/or
3. The subject of investigation where sufficient evidence and facts are present to constitute a "reasonable/individualized suspicion" that they are involved in the use, possession or sale of alcohol or drugs; and/or
4. Experiencing (without plausible, legitimate explanation proffered and fully validated) excessive absenteeism and significantly reduced productivity; and/or
5. Found to have excessive or otherwise suspicious on-duty injuries or motor vehicle accidents indicating negligence in relation to assigned duties; and/or
6. Exhibiting unusual and/or bizarre behavior patterns reasonably deemed inconsistent with regular and appropriate behavior patterns.

5. Testing Procedures

- A. **Medications** - : Many prescription drugs come with warnings against the operation of machinery for a specified period of time after use. Any Safety Sensitive employee who is consuming a prescribed medication which may not otherwise be defined as a drug under this policy, shall, upon being ordered to submit to drug testing, inform his or her immediate supervisor of the nature of the illness or injury, along with the name and type of medication being taken and the physician prescribing same.

Safety Sensitive employees have an affirmative obligation to disclose and register with the Authority through formally identified procedures as well as with their immediate supervisor each and every prescription medication taken. A prescribed drug shall be identified and registered with the Authority and through the employee's immediate supervisor prior to the start of duty during which the prescribed medication is issued and to be taken. The registration form to be utilized is set forth on Attachment A. Absent extraordinary circumstances, a Safety Sensitive employee's failure to register any and all prescribed medication may be cause for termination. The presence of any prescription drugs not registered and found in the employee's system after random or reasonable individualized suspicion testing will be cause for termination. It is also the responsibility of the employee to register with the Authority any non-prescription drugs that provide a warning against operation of machinery or heavy equipment.

**NORTHWEST BERGEN COUNTY UTILITY AUTHORITY
POLICY ON DRUG & ALCOHOL SCREENING**

- B. **Reasonable Individual Suspicion:** Supervisors shall prepare a written report requesting urinalysis or breath analyzer test, where there is credibility to the sources of information, e.g., personal knowledge, observations, other documentation or reliable information that a employee is a user of alcohol or drugs. The report, which shall be confidential, shall be forwarded to the Superintendent, documenting the specific reasons for the request with all circumstances and/or corroborating evidence supporting individualized, reasonable suspicion (e.g., relevant facts exhibited by the Safety Sensitive employee).

The decision to test a Safety Sensitive employee based upon satisfaction of the standards for reasonable individualized suspicion shall be made by the Authority Superintendent. Under emergent circumstances, the Executive Director may order testing based upon an oral report. If the Executive Director cannot be contacted within a reasonable period of time, an NBCUA designee may (acting in his absence) order such test.

- C. **Random Testing:** In the case of random testing, a published standardized, selection procedure shall be utilized to select no more than twenty-five percent (25%) of the pool of employees for drug testing at any one time. This procedure must conform with the following guidelines:

1. The selection of any employee must be based purely upon chance that may only include mathematical probability as a likelihood of selection.
2. Any of the following members of NBCUA administration (or their successors in position responsibility) may be present to witness the selection process:
 - a. Superintendent
 - b. Executive Director
 - c. General Counsel or his designee
3. Any unionized employee has the right, as his/her request, to have a duly authorized representative present as a witness to the selection process.
4. As the selection is truly random, there is no limit on the number of times one may be randomly selected nor will there be any alteration in the selection procedure regardless of comparable differences among Safety Sensitive employees in times selected. CDL license holders randomly tested as part of the Federal test program are not exempt from the random test program conducted in accordance with the policy.
5. There will be no more than five (5) random tests per year to be scheduled at NBCUA's discretion.
6. As the procedure is publishable, it will be available to all employees for validity testing as a random process.
7. **Confidentiality:** The identification of employees selected from random

**NORTHWEST BERGEN COUNTY UTILITY AUTHORITY
POLICY ON DRUG & ALCOHOL SCREENING**

testing as well as the fact that a random selection and testing procedure has been determined and scheduled to occur, prior to the collection of specimens, shall remain confidential to the extent practicable. Any employee who without authorization from NBCUA, discloses either the identity of selected employees or the planning of a random selection and testing, shall be subject to severe discipline. This, without mitigation of an extraordinary nature, is a terminable offense.

8. The only matter grievable under this Policy is whether the testing procedure reasonably leads to truly random selection. The only available remedy to a grievance hereunder is directed reform of the testing procedure to provide for a truly random selection process.

D. Notification of Drug Screening

- A. An employee tested on the grounds of "reasonable individualized suspicion", discretionary testing during his/her probationary period, or random testing, need receive no minimum notification that drug and alcohol screening, will be conducted prior to reporting to the testing location, other than that notification time that is necessary for transportation purposes. Whenever practicable, employees shall be notified during their scheduled shift on the date of the test, and testing itself will be conducted during such scheduled shift.
- B. Any employee who refuses to appear for testing at the time and place designated by the Authority after being notified to do so, shall be subjected to the same penalties and consequences as those employees who test positive for the presence of illegal drugs including, but not limited to, the termination of employment from NBCUA, following provision of applicable due process of law.
- E. **Responsibility** — A supervisor designated by the Superintendent shall be directly responsible for scheduling and supervising the conducting of all drug screening for employees.

6. Alcohol Testing

- A. Alcohol tests are to be performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA), by a Breath Analyzer Technician (BAT) trained and certified by the Drug and Alcohol Testing Training Institute to perform such testing.

7. Processing of Urine Specimen

- A. **Designated Laboratory and Test** - Testing will be conducted at a facility that is licensed as a clinical laboratory by the New Jersey Department of Health under the New Jersey Clinical Laboratory Improvement Act for testing procedures for Safety Sensitive employees

**NORTHWEST BERGEN COUNTY UTILITY AUTHORITY
POLICY ON DRUG & ALCOHOL SCREENING**

- B. **Preliminary Acquisition Procedures** - Before an employee is ordered to submit to a drug test on the basis of "reasonable individualized suspicion", the Superintendent shall prepare a confidential report which documents the basis thereof. The Superintendent (or such individual designated by this policy to render approval of testing) shall base his/her decision on the contents of this confidential report. No such report shall be required in the event of either emergent circumstances mandating immediate testing, or allowable random testing.

Upon approval of testing the employee will be escorted to the designated testing facility where the official monitor will be responsible for sample acquisition and analysis.

Prior to the submission of a urine sample for any type of testing, the employee shall complete a medical questionnaire which clearly describes all medications which he or she ingested during the prior thirty (30) days.

C. Specimen Acquisition Procedure

1. After the official monitor has reviewed the appropriate forms for accuracy and inspected the empty specimen collection container for signs of tampering, the employee shall void into the container. The employee shall seal the specimen container and deliver it to the official monitor.
2. At the time the urine sample is provided, the employee will have the option to submit two (2) samples. Both samples will be acquired according to the procedures outlined herein. Both will be forwarded to the laboratory. One will be tested while the other will be stored by the laboratory for a period not to exceed 30 days. The second sample may be tested if requested by the employee.
3. To the maximum extent possible, privacy will be maintained during the specimen production process, however, should the official monitor have documented reason to believe the employee will adulterate the specimen or otherwise compromise the integrity of the test process, the official monitor or his/her designee (of the same gender as the employee) may directly observe the employee while he/she produces the specimen.
4. In the event an employee is unable to produce a urine specimen, the employee may remain under the supervision of the official monitor until he/she is satisfied that the employee cannot produce a specimen. At such time, the official monitor may allow the employee to drink fluids in an attempt to induce production of a specimen. An employee's continued inability to produce a specimen may result in the employee being examined by a physician of NBCUA's choice and at NBCUA's expense to determine if the inability to produce the sample is the result of a medical/physical infirmity or a refusal to cooperate with the drug testing process. A determination by the examining physician, that the inability to

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produce a urine specimen is based upon a refusal to cooperate with the drug testing process shall be cause for termination of the employee.

5. Upon successful production and delivery of a required urine sample to the official monitor, he/she shall maintain the chain of custody by submitting the sealed specimen container(s) to the testing facility within one (1) working day of collection. In the event the specimen cannot be submitted within one (1) working day, it shall be stored in a controlled access refrigerated storage area until submission.
6. Throughout the testing process, the identities of the tested employee shall remain confidential to the extent practicable. Individual specimens shall be identified by social security numbers only. Employees' names shall not appear on specimen containers or forms submitted to the testing laboratory.

8. Drug Test Results

- A. **Notification** - It shall be the procedure of the laboratory to notify the Superintendent, as to the result of the urinalysis, immediately upon completion of the test. The laboratory will retain only those samples that have been confirmed to be positive for the presence of drugs. All oral notifications will be confirmed by written reports within fifteen (15) working days of submission of the specimen.
- B. **Positive Results** - All Safety Sensitive employees who are tested, and are confirmed to be positive for the presence of drugs, shall:
 1. Be notified of this fact by the Superintendent as soon as practicable after oral notification is received from the laboratory.
 2. Be provided with a copy of the laboratory report, as soon as practicable after receipt of same.
 3. Be suspended from duty immediately without pay, pursuant to Authority policy and any applicable and controlling collective bargaining agreement pending a due process hearing for dismissal from employment.
 4. Be terminated from employment, in accordance with Authority policy and any applicable and controlling collective bargaining agreement provisions.
 5. Be given the opportunity to challenge a termination from employment based upon a confirmed positive result in the same manner as provided in Authority policy or applicable and controlling collective bargaining agreement for challenging disciplinary impositions involving potential termination of employment. The only grievable issues with regard to discipline resulting from a positive drug test shall be a challenge to the testing results.

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6. Safety Sensitive employees who have produced two (2) simultaneous samples may, upon notification of a positive test result, request that the Authority release the second (2nd) sample for the sole purpose of having the same independently tested. Under such circumstances, the Safety Sensitive employee must designate as the independent testing facility a laboratory licensed to conduct such tests by the New Jersey Department of Health under the New Jersey Criminal Laboratory Improvement Act. If an authorized representative of the designated laboratory does not take possession of the second (2nd) sample maintaining an appropriate chain of custody, within thirty (30) days of production, the sample will be destroyed.
7. Administrative staff and other non Safety Sensitive employees are not subject to automatic termination as described above. After suspension for conduct prohibited by this program, and before returning to duty, the employee shall undergo a return to duty alcohol test with a result of less than a 0.02 BAC, if the alcohol prohibitions were violated; or receive a confirmed negative result from a controlled substance urinalysis test, if the controlled substance prohibitions were violated. Following successful completion of any approved treatment program, the employee will be required to submit to at least six (6) random drug tests during the next consecutive 12 months, and follow-up testing may be conducted for up to 60 months. Failure to adhere to this condition or a repeat offense is grounds for immediate termination.

C. Negative Results

1. If the test result as determined at any stage of the process is negative, the allegation of drug abuse against the employee shall be classified as "unfounded".
2. Any employee whose specimen is found to be negative, or who has a verified, lawfully issued, medically valid prescription explaining a positive result, shall receive a letter from the Superintendent stating that no illegal substances were found and no negative inferences may be drawn from the testing itself. A copy of the letter will be provided to the employee, and at the employee's election placed in the employee's personnel file. Records and documents relating to a test based upon asserted reasonable individualized suspicion will be made available to the employee in accordance with legal mandate, or the terms of their Collective Bargaining Agreement.
3. Negative specimens shall be destroyed immediately upon completion of urinalysis.

9. Record Keeping

- A. The Secretary of the Authority shall maintain the following records of random and individualized reasonable suspicion testing:
1. the identities of all employees ordered to submit to testing;
 2. the reason for the order;
 3. the date of the testing;
 4. the identity of the official monitor of the collection process;
 5. the chain of custody of the urine sample(s) from the time of collection to the time of submission to the testing facility.
 6. the results of the testing;
 7. copies of notifications to employees selected or order to undergo testing; and
 8. documentation of disciplinary action taken against any employee who tests positive or refuses to submit to testing.
- B. The Secretary of the Authority shall also maintain the following records for all random testing:
1. a description of the process used to randomly select employees for drug and alcohol testing;
 2. the date selection was made;
 3. a copy of the document listing the identities of those selected for testing;
 4. a list of those who were actually tested; and
 5. a roster of NBCUA personnel with knowledge of the specific testing process and those identified for testing. (To the extent practicable, this roster will be confined to those with a need to know in accordance within legal parameters, managerial prerogative and public policy.)

10. Responsibilities To Report

- A. **Employees' Responsibilities** — All employees have an affirmative responsibility not to aid and abet the violation of this policy by other employees or in any way hinder the aggressive enforcement of this policy. Such conduct is itself significant misconduct and will be disciplined up to and including

**NORTHWEST BERGEN COUNTY UTILITY AUTHORITY
POLICY ON DRUG & ALCOHOL SCREENING**

termination.

- B. **Supervisor's Responsibilities** — Upon personally observing or receiving information from a supervisor or any other employee having information that a Safety Sensitive employee is involved in alcohol or drug related activities or is unable to perform his/her assigned function because of the possible use or abuse of drugs, Supervisors shall:
1. Notify the Superintendent and comply with instructions received.
 2. Conduct an investigation to determine whether there are sufficient facts to constitute a reasonable individualized suspicion that an employee member is using drugs or alcohol.
 3. Make necessary notifications and scheduling for testing pursuant to this policy.
 4. Transport or meet the employee and his/her supervisor at the laboratory.
 5. Immediately forward a preliminary report of the drug-related incident to the Superintendent.
 6. Forward a final report to the Superintendent with findings, recommendations and conclusions.

11. Responsibility For Compliance

All employees are responsible for both the understanding of and compliance with this policy and procedure. Undermining the enforcement of this policy will not be tolerated and will be dealt with swiftly and severely.

**NORTHWEST BERGEN COUNTY UTILITY AUTHORITY
POLICY ON DRUG & ALCOHOL SCREENING**

ATTACHMENT A - CERTIFICATION

In accordance with controlling Authority policy and any applicable controlling collective agreement I, _____ (insert name), hereby certify as follows:

1. I am currently employed in active status with NBCUA;
AND
2. I am currently being treated by a licensed health care practitioner with the following duly prescribed medications:

Medication:	Prescribed by:	Starting Date:	End Date:

3. I hereby authorize the Authority to contact my health care practitioner(s) specified herein solely for the purpose of confirming that the prescribed medication and/or substances to which I have certified herein was duly prescribed by said health care practitioner(s).

Signed to and Certified by:

(Signature)
on this _____ day of _____

ATTACHMENT B

Workplace Drug and Alcohol Testing Program for Commercial Drivers (CDLs)



Workplace Drug and Alcohol Testing Program for Commercial Drivers (CDLs)

PURPOSE:

The purpose of this program is to set forth the procedures for the implementation of controlled substances and alcohol testing of NBCUA's Commercial Drivers pursuant to the Federal Highway Administration regulations. This program is designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. The Program Administrator designated to monitor, facilitate, and answer questions pertaining to these procedures is the Superintendent.

REFERENCES:

- A. Code of Federal Regulations, Title 49, Subchapter B-Federal Motor Carrier Regulations, Federal Highway Administration (FHWA), Part 382-Controlled Substances and Alcohol Use and Testing.
- B. Code of Federal Regulations, Title 39, Subchapter B-Federal Motor Carrier Regulations, Federal Highway Administration, Part 40-Procedures for Transportation Workplace Drug Testing Programs.

DEFINITIONS:

When interpreting or implementing these procedures, the following definitions apply:

- A. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- B. "Alcohol concentration (or content)" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.
- C. "Collection site" means a place where individuals present themselves for the purpose of providing breath or body fluid to be analyzed for specified controlled substances. The site must possess all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and transportation or shipment of the samples to a laboratory.

- D. "Commercial motor vehicle" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 2. Has a gross vehicle weight rating of 26,001 or more pounds; or
 3. Is designed to transport 16 or more passengers, including the driver; or
 4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations ([49 CFR Part 172, subpart F](#)).
- E. "Controlled Substance" and "Drug" are interchangeable terms and have the meaning assigned by 21 U.S.C. 802 and includes all substances listed on Schedules I through V as they may be revised from time to time ([21 CFR 1308](#)). This program will test for the presence of the following substances: Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine (PCP).
- F. "Driver" means any employee who operates a commercial motor vehicle. All employees operating a commercial motor vehicle must have a current valid State of New Jersey Commercial Driver's License. Drivers include, but are not limited to: full time, regularly employed drivers; casual part time, and intermittent or occasional drivers. For the purposes of pre-employment/pre-duty testing only, the term "driver" includes a person applying to a position which requires a CDL.
- G. "Performing a safety sensitive function" means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately after performing any safety-sensitive functions.
- H. "Random selection process" means that alcohol and drug tests are unannounced; and that each driver has the same equal chance of being tested each time selections are made.
- I. "Reasonable cause" means that the actions or appearance or conduct of a commercial motor vehicle driver who is on duty as defined below, are indicative of the use of a controlled substance.
- J. "Safety-sensitive function" means any of those on-duty functions set forth in [CFR 49 part 395.2](#).
- K. "On duty time" means all time from the moment a driver begins to work or is required to be in readiness to work until he/she is relieved from work and all responsibility for performing work.

EMPLOYEE NOTIFICATION AND EDUCATION MATERIALS

- A. All driver employees and all prospective drivers will receive educational materials explaining the requirements of the federal regulations and of this program. The materials will be distributed to each driver prior to the start of alcohol and drug testing.

- B. All drivers will sign a statement certifying that he or she has received a copy of the educational materials. Each department shall maintain the original certificate, and may provide a copy to the employee.
- C. All supervisory persons of drivers shall receive at least 60 minutes of training on alcohol misuse awareness and at least 60 minutes of training on drug use awareness. The training shall cover physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of drugs.

PROHIBITIONS

- A. Alcohol Prohibitions: This program prohibits any alcohol misuse that could affect performance of a safety-sensitive function, including:
 - 1. Use while on-duty.
 - 2. Use for the 4-hours before duty.
 - 3. Reporting for duty or remaining on duty to perform safety-sensitive functions with an alcohol concentration of 0.04 or greater.
Note: A driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, nor be permitted to perform, safety-sensitive functions for at least 24 hours. The other consequences imposed by the regulations and discussed below do not apply. However, documentation of this test constitutes written warning that NBCUA'S program has been violated, and the next occurrence could result in disciplinary action.
 - 4. Possession of alcohol, unless the packaging seal is unbroken.
 - 5. Use during eight hours following an accident, or until he/she undergoes a post-accident test.
- B. Drug Prohibitions: In accordance with FHWA rules, urinalysis will be conducted to detect the presence of the following substances: Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine (PCP). Detection levels requiring a determination of a positive result shall be in accordance with the guidelines adopted by the FHWA in accordance with the recommendations established by the DOT. This program prohibits any drug use that could affect performance of safety-sensitive functions, including:
 - 1. Use of any drug, except by doctor's prescription, and then only if the doctor has advised the driver that the drug will not adversely affect the driver's ability to safely operate the commercial motor vehicle.
 - 2. Testing positive for any drug.
 - 3. Refusal to Take Required Test: Refusal by employee to submit to required alcohol and/or drug testing will constitute a positive test result.
 - 4. Prescription Medications. Drivers taking legally prescribed medications issued by a licensed health care professional familiar with the driver's work-related responsibilities must report such use to their immediate supervisor or dispatcher, and may be required to present written evidence from the health care professional which describes the effects such medications may have on the driver's ability to perform his/her tasks. In the sole discretion of the driver's supervisor, a driver may be temporarily removed, with pay, from a safety-sensitive position if deemed appropriate.

TESTS REQUIRED

- A. Applicant Testing. As a condition of employment, all Authority applicants will be required to submit to and pass a urine drug test. Offers of employment are made contingent upon passing the drug test. All newly hired drivers shall be on a probationary status for 3 months, contingent upon medical clearance for illicit controlled substance, as well as other conditions explained in the personnel policies. Under no circumstances may a driver perform a safety sensitive function until a confirmed negative result is received.
- B. Drivers. Under all circumstances, when a driver is directed to provide either a breath test or urine sample in accordance with these procedures, he/she must immediately comply as instructed. Refusal will constitute a positive result, and the driver will be immediately removed from the safety-sensitive function, and will be subject to further disciplinary action.
- C. Suspicion-Based Testing:
- i. Reasonable Suspicion. If a driver is having work performance problems or displaying behavior that may be alcohol or drug related, or is otherwise demonstrating conduct that may be in violation of this program where immediate management action is necessary, a supervisor, with the concurrence of another supervisor trained in drug and alcohol awareness, will require that driver to submit to a breath alcohol test or urinalysis. The following conditions are signs of possible alcohol or drug use (not all-inclusive):

Abnormally dilated or constricted pupils
Slowed reaction rate
Glazed stare, redness of eyes (sclera)
Dulled mental process
Excessive, unexplained absences
Flushed face
Change of speech
(i.e. faster or slower)
Difficulty walking
Constant sniffing
Slurred speech
Increased absences
Smell of alcohol

Constant fatigue or hyperactivity
Redness under nose
Sudden weight loss
Needle marks
Change in personality
(i.e. paranoia)
Increased appetite for sweets
Forgetfulness
Performance faltering
Poor concentration
Borrowing money from coworkers or seeking
an advance or any other unusual display of
need for money

- ii. Supervisors must take action if they have reason to believe one or more of the above listed conditions is indicated, and that the substance abuse is affecting a driver's job performance or behavior in any manner. A supervisor observing such conditions will take the following actions immediately:
- iii. Confront the employee involved, and keep the employee under direct observation until the situation is resolved.
- iv. Secure another supervisor's concurrence to observations, if available; job performance and program violations must be specific.
- v. Supervisors will arrange to observe or talk with the driver. If he/she believes, after observing or talking to the driver, that the conduct or performance problem could be due to substance abuse, the driver can be immediately required to submit to a breath test or urinalysis. If the driver refuses to submit to testing for any reason, the driver will be informed that continued refusal may result in termination.
- vi. Employees will be asked to release any evidence relating to the observation for further testing. Failure to comply may subject the employee to subsequent discipline or suspension from driving duties. All confiscated evidence will be receipted for with signatures of both the receiving supervisor and the provider.
- vii. If upon confrontation by the supervisor, the driver admits to use but requests assistance, the supervisor will arrange for assessment by the Bergen County Employee Assistance Program and an appropriate substance abuse professional (SAP). Reassignment to the driver position is conditional to completing the SAP's guidelines and return to work testing.
- viii. The supervisor shall, within 24 hours or before the results of the controlled substance test are released, document the particular facts related to the behavior or performance problems.
- ix. The supervisor will remove or cause the removal of the driver from the Commercial motor vehicle and ensure that the driver is transported to an appropriate collection site.
- x. If, during the course of employment, the driver acknowledges a substance abuse problem and requests assistance, the problem may be treated as if it were an illness, subject to the provisions set forth below:
 - 1. The decision to seek diagnosis and accept treatment for the substance abuse problem, and any associated costs, are the responsibility of the driver; and
 - 2. The diagnosis and prescribed treatment of the driver's condition will be determined by health care professionals designated by the NBCUA, in conjunction with the driver's physician; and
 - 3. The driver may be placed on medical leave for a predetermined period recommended by those medical professionals if the SAP determines that such action is appropriate.

D. Post Accident Testing. The FHWA defines an "accident" as an accident which results in the death of a human being; or results in bodily injury to a person who, as a result of the injury, immediately received medical treatment away from the scene of the accident; or results in one or more of the involved vehicles being towed from the scene. Except for a fatality accident, a driver must receive a citation for a moving violation with respect to the accident to be required to submit to testing.

- a. All drivers operating a commercial motor vehicle involved in an accident (as defined by FHWA) are required to provide a breath test and a urine specimen for testing "as soon as practicable" after an accident.

- b. The driver shall remain readily available for post-accident testing and shall not leave a scene of an accident before a required test is administered, or may be deemed by their supervisor to have refused to submit to testing. No alcohol may be consumed for eight hours after the accident or until a test is conducted. If the driver is seriously injured and cannot provide a specimen at the time of the accident, he/she shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances in his/her system.
 - c. If the testing is not performed within 2 hours following the accident, the supervisor shall prepare and maintain on file a record stating the reasons why the tests were not promptly performed. If an alcohol test required by this program is not administered within eight hours following the accident, the supervisor shall cease attempts to administer the alcohol test and shall prepare and maintain a record of reasons.
 - d. If a controlled substance test is not administered within 32 hours, the supervisor shall cease attempts to test, and shall prepare and maintain a record of reasons. These records will be made available to FHWA upon request.
- E. Random Testing. The NBCUA will conduct random testing for all drivers as follows:
- 1. A random selection process, this process will select drivers through the use of a computerized program.
 - 2. The random testing, once begun, will provide for alcohol testing of at least twenty five percent (25%) of all drivers, and will provide for drug testing of at least fifty percent (50%) of all drivers, or as designated by FHWA for a given year.
 - 3. The random testing will be reasonably spaced over any twelve (12) month period.
 - 4. Once notified, a driver must proceed immediately to the assigned collection site.
- F. Return To Duty Testing. After engaging in conduct prohibited by this program, and before the driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return to duty alcohol test with a result of less than a 0.02 BAC, if the alcohol prohibitions were violated; or receive a confirmed negative result from a controlled substance urinalysis test, if the controlled substance prohibitions were violated.
- G. Follow-up Testing. Following successful completion of any approved treatment program, the driver will be required to submit to at least six (6) random drug tests during the next consecutive 12 months, and follow-up testing may be conducted for up to 60 months. Failure to adhere to this condition is grounds for immediate termination.

COLLECTION OF BREATH AND URINE SPECIMENS AND LABORATORY ANALYSIS

- A. Breath alcohol testing will be conducted either on site or at a prearranged location by a qualified Breath Alcohol Technician according to [CFR 49 Part 40](#) procedures. Refusal to submit to testing will also be considered a positive result. Refusal may be defined as not providing a breath sample or urine as directed, neglecting to sign appropriate control forms, using alcohol within eight hours following an accident, or engaging in conduct that clearly obstructs the testing process.

- B. Specimen collection will be conducted in accordance with applicable state and federal law. The collection procedures will be designed to ensure the security and integrity of the specimen provided by each driver, and those procedures will strictly follow federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of each driver submitting a specimen for analysis in accordance with these procedures.
- C. Collection of breath and urine samples must always be documented and sealed with a tamper-proof sealing system in the presence of the driver, to insure that all tests can be correctly traced to the driver.
- D. A laboratory certified by Department of Health and Human Services (DHHS) to perform urinalysis for the detection of the presence of controlled substances will be retained by NBCUA. The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.
- E. Drug tests analysis from the DHHS approved laboratory will be forwarded directly to the Program Administrator.

TEST RESULTS

- A. Any driver testing positive for the presence of a controlled substance will be contacted by the Program Administrator.
- B. Within 72 hours after the driver has been notified of a positive test result for drugs, he/she may request a retest of the split sample. This signed request will be provided to the Program Administrator in writing, who will then initiate the new laboratory analysis. If a different result is detected by the subsequent laboratory, all tests will be voided by the Program Administrator. A retest may be initiated as appropriate.
- C. If the test result is positive, the employee shall be removed from safety sensitive functions immediately.
- D. The Authority, via the Bergen County Employee Assistance Program, will be responsible for designating the appropriate substance abuse professional who, in conjunction with the driver's physician, will diagnose the problem and recommend treatment. The driver's successful completion of the approved treatment program is a condition of continued employment as a driver.

CONSEQUENCES

- A. No driver shall perform safety-sensitive functions, including driving a commercial motor vehicle, if the driver has engaged in conduct prohibited by this program.
- B. No supervisor shall permit any driver to perform safety-sensitive functions, including driving a commercial motor vehicle, if the supervisor has determined that the driver has violated this program.
- C. Each driver who has engaged in conduct prohibited by this program shall be referred to the Bergen County Employee Assistance Program where they will be advised of the resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances.

D. Each driver who engages in conduct prohibited by this program shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse and controlled substance use.

E. Return to Duty:

- i. Before a driver returns to duty requiring the performance of safety-sensitive functions after engaging in conduct prohibited by this program, the driver shall undergo a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.
- ii. In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use:

Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed under this program, and; shall be subject to unannounced follow-up alcohol and controlled substance tests as directed by the substance abuse professional, and at least six tests in the next consecutive 12 months.

RECORD RETENTION AND CONFIDENTIALITY

- A. Under no circumstances, unless required or authorized by law, will alcohol or drug testing information or results for any employee or applicant be released without written request from the applicable employee.
- B. Drivers are entitled, upon written request, and not later than 30 days after any drug or alcohol test, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests.
- C. The Authority is responsible for providing and maintaining confidential record keeping.
 - a. The following records shall be maintained for five years:
 - Records of driver alcohol tests with an alcohol concentration of 0.02 or higher,
 - Records of driver verified positive drug tests,
 - Documentation of refusals to take required alcohol and/or drug tests,
 - Driver evaluation and referrals.
 - b. The following records shall be maintained for two years:
 - Records relating to the alcohol and drug collection process.

- c. The following records shall be maintained for one year:
 - Records of negative and canceled drug test results, and
 - Records of alcohol test results with an alcohol concentration of less than 0.02.

NBCUA PROCEDURES ON RULES OF MISCONDUCT

A. Positive Screen Test:

Drivers who are tested, and are confirmed positive for presence of drugs and/or alcohol, shall:

- i. Be notified of this fact by the Program Administrator as soon as practicable after notification is received by the testing laboratory.
- ii. Be provided a copy of the laboratory report, as soon as practicable after receipt of same.
- iii. Be suspended from duty immediately without pay pending a due process hearing for dismissal from employment.
- iv. Be terminated from employment, pursuant to Authority policy and any applicable and controlling collective bargaining agreement pending a due process hearing for dismissal from employment.
- v. Be given the opportunity to challenge a termination from employment upon confirmed positive result in the same manner as provided in Authority policy and any applicable and controlling collective bargaining agreement for challenging disciplinary impositions involving potential termination of employment. The only grievable issue with regard to discipline resulting from a positive drug test shall be the challenge to the testing results.
- vi. Consequences of Test Refusal:
 - 1. Prospective Employee: Refusal to give written consent for a drug screening test will terminate further action towards employment. Such applicants may reapply after a period of six months.
 - 2. Employee: Refusal by an employee to submit to screen testing will result in disciplinary action up to and including discharge.
- vii. Employees convicted for possessing or trafficking drugs may be terminated.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 90-2021

Date: November 9, 2021

AUTHORIZATION TO RENEW A PROFESSIONAL SERVICES CONTRACT WITH VALLEY MEDICAL GROUP REGARDING THE COORDINATION AND CONDUCT OF ALCOHOL AND DRUG TESTING SERVICES

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) operates a wastewater treatment facility, located at 30 Wyckoff Avenue in the Borough of Waldwick, County of Bergen, State of New Jersey; and

WHEREAS, the Authority presently engages the services of Valley Physician Services of Mahwah, New Jersey relating to the providing of professional services to the Authority in connection with a drug and alcohol testing policy at the Authority, as well as the training and screening of, among others, Authority employees who are holders of Commercial Drivers Licenses; and

WHEREAS, Valley Physician Services provided the Authority with a proposed agreement to continue these same services for the calendar year 2022; and

WHEREAS, the fees for such services provided by Valley Physician Services will be in accordance with the Fee Schedule hereby incorporated by attachment into this resolution; and

WHEREAS, the services to be performed by Valley Physician Services qualify as “professional services” under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i), and therefore the contract for same can be awarded by the Authority without public advertisement for bids; and

WHEREAS, the Commissioners of the Northwest Bergen County Utilities Authority, in consideration of the foregoing, have determined that it is in the best interest of the Authority to continue to have an alcohol and controlled substances program in place and enforced at the Authority, and for Valley Physician Services to be retained in this regard effective January 1, 2022 to December 31, 2022.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 90-2021

Date: November 9, 2021

AUTHORIZATION TO RENEW A PROFESSIONAL SERVICES CONTRACT WITH VALLEY MEDICAL GROUP REGARDING THE COORDINATION AND CONDUCT OF ALCOHOL AND DRUG TESTING SERVICES

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority that the Executive Director of the Authority be and is hereby authorized to take all reasonable and necessary steps to cause the Authority to enter into a mutually satisfactory Professional Services Contract with Valley Physician Services of Paramus for 2022 regarding the coordination and conduct of alcohol and controlled substance abuse program at the Authority covering, among others, holders of Commercial Drivers Licenses.

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on November 9, 2021.

CHAIRMAN

SECRETARY

Recorded Vote:

	Bonagura	Jordan	Kelاهر	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between Valley Physician Services (VPS) ("PROVIDER"), a professional Company having its principal place of business at 1400 MacArthur Blvd, Mahwah, NJ 07430 and Northwest Bergen Utilities Authority ("MUNICIPALITY"), a Municipality having its address at 30 Wyckoff Ave., Waldwick, NJ 07463 on this date of October 13, 2021, which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

PROVIDER provides alcohol and drug testing services to companies to support workplace alcohol and drug testing programs and policies;

The MUNICIPALITY has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

SCOPE OF SERVICES

Alcohol tests are tests performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are tests performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.

DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, are tests performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations.

The following services are included in the per driver fee:

- Random
- Post Accident
- Reasonable Suspicion
- Return to Duty

All other testing will be done on a fee for service basis.

PROVIDER RESPONSIBILITIES

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the MUNICIPALITY. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.

PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the MUNICIPALITY.

FIVE YEARS

- Alcohol tests ≥ 0.02 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable
- Medical explanations of inability to provide specimens
- Calibration documentation for EBTs
- Substance abuse professional evaluations & related information

TWO YEARS

- Supervisory training BAT and drug screen collector training/certification
- Logbooks for drug and alcohol testing, if used
- Random selection records
- Agreements: testing - collection, laboratory, MRO, consortium

ONE YEAR

- Negative/canceled drug test results: alcohol test results < 0.02

Other (specify)

PROVIDER will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit

PROVIDER from releasing, to MUNICIPALITY, it's agents or to officials of the DOT/FTA or DOT/FTA operating agency, or any State or local officials with regulatory Municipality over the testing program, individual test results, or from releasing individual test results or related information to comply with requests resulting from a legal action, including but not limited to, unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

PROVIDER will make available to MUNICIPALITY, at location(s) of MUNICIPALITY's choosing, and at reasonable expense to MUNICIPALITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for MUNICIPALITY, except records containing confidential medical information, within two business days of notification by MUNICIPALITY of such request.

Reporting of results to MUNICIPALITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

MUNICIPALITY RESPONSIBILITIES

MUNICIPALITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of MUNICIPALITY.

MUNICIPALITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.

MUNICIPALITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.

MUNICIPALITY will notify PROVIDER of any responsibilities with regard to the MUNICIPALITY's Employee Assistance Program as it relates to alcohol and drug testing.

MUNICIPALITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to MUNICIPALITY officials with a business need for the information only.

MUNICIPALITY authorizes PROVIDER to request specific information or to order additional tests as necessary or appropriate related to tests performed for MUNICIPALITY; MUNICIPALITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.

MUNICIPALITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by MUNICIPALITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

MUNICIPALITY acknowledges that alcohol testing results ≥ 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

ASSIGNED RESPONSIBILITIES

MUNICIPALITY and PROVIDER agree that responsibility for the following procedures and services are as designated below. The designee for each procedure or service agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing services	MUNICIPALITY	_____	PROVIDER	_____	X	NOT APPLICABLE	_____
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Selection/provision of drug testing collections	MUNICIPALITY	_____	PROVIDER	_____	X	NOT APPLICABLE	_____
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Selection/provision of drug testing laboratory services	MUNICIPALITY	_____	PROVIDER	_____	X	NOT APPLICABLE	_____
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Random selection for drug and/or alcohol testing	MUNICIPALITY	_____	PROVIDER	_____	X	NOT APPLICABLE	_____
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Other (specify): _____ -	MUNICIPALITY	_____	PROVIDER	_____		NOT APPLICABLE	_____
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Other (specify): _____ -	MUNICIPALITY	_____	PROVIDER	_____		NOT APPLICABLE	_____
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Additional:

FEES AND PAYMENT

Fees

Fees for services provided by PROVIDER to MUNICIPALITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.

FEE CHANGES

The price for services rendered under this Agreement will not change unless PROVIDER notifies MUNICIPALITY in writing sixty (60) days in advance of a price change. If MUNICIPALITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the Agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.

SIGNIFICANT CHANGES IN SERVICES PROVIDED

If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement.

PAYMENT

PROVIDER will invoice MUNICIPALITY for all services provided on a quarterly basis. Quarterly payment schedule will be based on the number of drivers on the list provided by the Municipality on January 1st of the contract year. Reconciliation will be done in the third quarter of the contract year based on the number of drivers on the list provided by the Municipality. Payment terms are net thirty (30) days after the date of any invoice. In the case of failure of MUNICIPALITY to make timely payments, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

GENERAL TERMS AND CONDITIONS

TERM

The term of this Agreement shall be for a period of one (1) year commencing on January 1, 2022, and terminating on December 31, 2022. The responsibilities and obligations and liabilities shall survive the term of this Agreement.

INDEPENDENT CONTRACTORS

Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

RESPONSIBILITY FOR MUNICIPALITY POLICY AND PROGRAM

The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that MUNICIPALITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the MUNICIPALITY under the MUNICIPALITY's substance abuse policy.

SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30-business day's notice by the terminating party.

FORCE MAJEURE

In no event shall PROVIDER have any responsibility or liability to MUNICIPALITY for any failure or delay in performance by PROVIDER which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond the reasonable control of PROVIDER. Such causes and circumstances shall include but are not limited to acts of God, acts of MUNICIPALITY, acts, rules or regulations or orders of any governmental Municipality or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond PROVIDER's reasonable control.

WAIVER

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

INDEMNIFICATION

MUNICIPALITY shall indemnify, defend and hold harmless PROVIDER, PROVIDER's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the MUNICIPALITY, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of MUNICIPALITY or MUNICIPALITY's employees, agents, or related personnel. MUNICIPALITY agrees to indemnify and hold harmless PROVIDER, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including MUNICIPALITY's tested individuals) resulting from any willful or negligent act or omission on the part of MUNICIPALITY or MUNICIPALITY's representatives.

PROVIDER shall indemnify, defend and hold harmless MUNICIPALITY, MUNICIPALITY's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of PROVIDER, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of PROVIDER or PROVIDER's employees, agents, or related personnel.

PROVIDER agrees to indemnify MUNICIPALITY from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by PROVIDER or PROVIDER's employees, agents, or related personnel.

GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement between PROVIDER and MUNICIPALITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and MUNICIPALITY.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- A. MUNICIPALITY agrees to comply with all federal laws and regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).
- B. In compliance with HIPAA, MUNICIPALITY shall execute a Business Associate Agreement, if applicable, in a form prescribed by the PROVIDER.

JEOPARDY

- A. If as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either Party hereto of any provision of this Agreement should jeopardize the licensure of the PROVIDER, the PROVIDER's participation in Medicare, Medicaid, Blue Cross or other reimbursement or payment programs or constitute a violation of any statute, regulation or ordinance or be deemed unethical by any recognized agency or association in the medical field, the PROVIDER may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not reached within thirty (30) days of such request, terminate this Agreement immediately.
- B. The MUNICIPALITY certifies that it and its employees will comply with all federal and state laws including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), Medicare and Medicaid. The MUNICIPALITY agrees to immediately report to the PROVIDER if: (1) the MUNICIPALITY, and/or its employees, violates any federal or state healthcare law, regulation or policy; (2) the MUNICIPALITY, and/or its employees, becomes aware of any inquiry or investigation by the government of the MUNICIPALITY, or its employees; or (3) the MUNICIPALITY, and/or its employees, is excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

NON-DISCRIMINATION

Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq. and of the New Jersey Law Against Discrimination.

NOTICE

Whenever, under the terms of this Agreement, notice is required or permitted to be given by either Institution to the other Institution, such notice shall be deemed to have been sufficiently given if written, deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Institution to whom it is to be given at the address hereinafter set forth. Either Institution may change its respective address by written notice in accordance with this Paragraph.

If to the VPS:

With a copy to:

Paul Gresko
Director, OHS

Robin Goldfisher
VP, Legal Affairs

If to MUNICIPALITY :

With a copy to:

AMENDMENTS

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Institutions.

BINDING EFFECT: ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.

HEADINGS

The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

FURTHER ASSURANCES

Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

SURVIVAL

Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement, including, but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable, shall survive any termination or expiration of the Agreement.


INSURANCE:

- A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million insuring PROVIDER against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by PROVIDER, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof. All policies and coverages shall be provided on an occurrence basis.

- B. **MUNICIPALITY INSURANCE:** MUNICIPALITY shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million, insuring the MUNICIPALITY against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the MUNICIPALITY, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. MUNICIPALITY shall provide evidence of such coverage to PROVIDER.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

PROVIDER: VPS

By: 

Title: Director, OHS

Date: 10/13/2021

MUNICIPALITY: Northwest Bergen Utilities Authority

By: _____

Title: _____

Date: _____

FEE SCHEDULE

BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

MUNICIPALITY agrees to pay PROVIDER \$ 68.00 per driver for DOT drug test (UDS) and DOT alcohol test (BAT)

MUNICIPALITY agrees to pay PROVIDER \$ 100.00 per DOT physical

MUNICIPALITY agrees to pay PROVIDER \$ 40.00 per DOT follow-up physical

MUNICIPALITY agrees to pay PROVIDER \$ 160.00 per split sample test

MUNICIPALITY agrees to pay PROVIDER \$ 180.00 per post accident On- Site service

MUNICIPALITY agrees to pay PROVIDER \$ 68.00 per non-covered UDS

MUNICIPALITY agrees to pay PROVIDER \$ 55.00 per non-covered BAT

Above Fee to include:

- **Required Safety Sensitive Supervisor Training.**
- **Required Blind Specimen Designation.**
- **Required Certified MRO Services.**

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, electronic delivery of UDS results (if requested), collection sites, record back-up, semi-annual laboratory reports, as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

Amendment A

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

Both Parties agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor

unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);

A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or

An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.



Date: November 26, 2019

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 91-2021

Date: November 9, 2021

**RESOLUTION OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
AUTHORIZING EMERGENCY SPENDING FOR REPAIR AND REPLACEMENT OF
A PORTION OF AN EXISTING INTERCEPTOR MAIN AND VARIOUS MANHOLES
ON CHAPEL ROAD IN MAHWAH, NEW JERSEY**

WHEREAS, the Northwest Bergen County Utilities Authority ("Authority") discovered a portion of an existing interceptor main and various manholes on Chapel Road in Mahwah, New Jersey are in urgent need of repair and/or replacement; and

WHEREAS, upon inspection, the Authority's Engineer determined that an emergency repair and/or replacement of a portion of an existing interceptor main and various existing manholes on Chapel Road in Mahwah, New Jersey is necessary on an emergency basis; and

WHEREAS, the imminent collapse and failure of the existing interceptor main and various manholes on Chapel Road in Mahwah, New Jersey threatens the health, safety, and welfare of the public; and

WHEREAS, the Authority's Engineer has concluded that an emergency condition exists and has recommended that this section of Chapel Road, Mahwah, New Jersey must be repaired immediately; and

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Northwest Bergen County Utilities Authority, as follows:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority is hereby authorized to immediately solicit quotes and award an emergency contract, pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et. seq., to perform the required emergency repairs and/or replacement to the damaged interceptor main and various manholes on Chapel Road, Mahwah, New Jersey.
3. The Authority is directed to file an "Emergency Procurement Report" with the Director of the Division of Local Government Services within thirty (30) days of the award of the contract describing the circumstances pertaining to the emergency, and to comply with all other requirements set forth in N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et. seq.
4. This Resolution shall be effective immediately.

ADOPTED: November 9, 2021

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 91-2021

Date: November 9, 2021

**RESOLUTION OF THE NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
AUTHORIZING EMERGENCY SPENDING FOR REPAIR AND REPLACEMENT OF
A PORTION OF AN EXISTING INTERCEPTOR MAIN AND VARIOUS MANHOLES
ON CHAPEL ROAD IN MAHWAH, NEW JERSEY**

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on November 9, 2021.

Michael Kasparian, Chairman

Alison Gordon, Secretary

Recorded Vote:

	Bonagura	Jordan	Kelaheer	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 92-2021

Date: November 9, 2021

**RESOLUTION AUTHORIZING THE RENEWAL OF AGREEMENT WITH
WIND RIVER ENVIRONMENTAL, LLC**

WHEREAS, Wind River Environmental, LLC is a major sewage hauler that has been delivering large volumes of sewage to the Northwest Bergen County Utilities Authority (“Authority”) for several years; and

WHEREAS, the Authority previously entered into an agreement with Wind River Environmental, LLC while under the business name of Residual Management Services, LLC, DBA Earthcare, with an expiration date of December 31, 2021; and

WHEREAS, the Authority wishes to continue doing business with Wind River Environmental, LLC; and

WHEREAS, it is in the Authority’s best interests to enter into the attached two year agreement with Wind River Environmental, LLC for the acceptance of sludge delivered to the Authority by Wind River Environmental, LLC generated at Earthcare, Beacon, New York.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, as follows:

1. The Chairman, Vice Chairman or Executive Director of the Authority is authorized to execute the attached Agreement with Wind River Environmental, LLC, whereby the Authority will accept waste hauled by Wind River Environmental, LLC.
2. The Executive Director of the Authority is authorized to execute such other documents and undertake such other tasks that are reasonably required to carry out and consummate the transactions contemplated by the attached Agreement; and
3. Upon execution, a fully executed and confirmed copy of the Agreement shall be placed on file in the office of the Executive Director and available for public inspection.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 92-2021

Date: November 9, 2021

**RESOLUTION AUTHORIZING THE RENEWAL OF AGREEMENT WITH
WIND RIVER ENVIRONMENTAL, LLC**

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on November 9, 2021.

CHAIRMAN

SECRETARY

RECORDED VOTE:

	Bonagura	Jordan	Kelahr	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

RECEIVED

NOV 08 2021

SLUDGE DISPOSAL AGREEMENT

NBCUA

This agreement is entered into on the _____ day of _____ 20__ between Northwest Bergen County Utilities Authority (hereinafter “NBCUA”) and Residual Management Services LLC, DBA Earthcare (Earthcare).

ACCEPTANCE OF SLUDGE

1. For the period January 1, 2022 to December 31, 2023 NBCUA agrees to accept sludge delivered to NBCUA by Wind River Environmental, LLC generated at the Earthcare, Beacon, NY sewage treatment facility.
2. The acceptance of this product by NBCUA from the Earthcare Beacon, NY is subject to all the terms, conditions and representations contained in this agreement. Each of those terms, conditions and representations is hereby agreed to be material to this agreement.
3. The times and dates for delivery of sludge will be scheduled by the plant superintendent of NBCUA on the convenience of NBCUA’s operations and demand requirements but will normally be allowed during normal work hours of 8:00 AM thru 5:00 PM Monday thru Friday and 8:30 AM thru 4:00 pm Saturday thru Sunday.
4. Wind River Environmental, LLC shall not deliver to NBCUA for acceptance, and NBCUA shall not be required by this agreement to accept delivery of sludge containing an excess of 12% solids.
5. Wind River Environmental, LLC represents, warrants, and agrees that it shall deliver to NBCUA only sludge originating from the treatment facilities located in the City of Beacon, NY and of domestic origin. Upon each delivery to NBCUA Earthcare shall execute a certification attesting to the specific source of the sludge contained in that delivery.
6. Each load of sludge delivered by Wind River Environmental, LLC to NBCUA shall fall within the allowable limitations set forth in the USEPA Guidance Manual for preventing interference at POTW’s.

7. For purposes of odor control, when requested by NBCUA, Wind River Environmental, LLC shall treat each load of septage delivered to NBCUA with one pound of KMNO₄ (potassium permanganate) per 1,000 gallons of sludge.
8. Wind River Environmental, LLC represents and warrants that it has received and possesses all permits and approvals required by all Local, State or Federal governments, and all agencies or subdivisions thereof, for the hauling, and disposal at NBCUA, of septage to be delivered pursuant to this agreement. (Enclose copies of permits or letter listing permit numbers, including NJDEP Form R).

PAYMENT

9. Wind River Environmental, LLC agrees to pay to NBCUA for NBCUA's acceptance of sludge, the rate of six (6) cents per gallon, in accordance with this agreement providing the volume of sludge delivered in each calendar year is equal to or greater than 4.5 million gallons. If Earthcare fails to deliver the above specified volume in any calendar year, Earthcare agrees to pay to NBCUA a charge of 6.5 cents per gallon for all deliveries that year.
10. Wind River Environmental, LLC shall be billed monthly for the deliveries made during that month. Bills shall be due and payable upon receipt of same. In addition to all other remedies provided by law and this contract, if any bill remains unpaid for an excess of seven days interest shall be charged at the rate of 1 ½ % per month from the date of the bill.

INDEMNITY, HOLD HARMLESS AND INSURANCE

11. Wind River Environmental, LLC agrees to indemnify NBCUA for, and hold NBCUA harmless against, any and all loss, damage, claims for damages including reasonable attorney fees, of any nature whatsoever, in any legal action or suits, recoveries, judgements, or executions which may be had, brought, or recovered by reason of bodily injury, personal

injury or property damage, including death resulting therefrom, to any person or property whatsoever, arising out of any act or omission of Earthcare and/or its agents, servants or employees or sub-contractors.

12. Wind River Environmental, LLC shall, at its own cost and expense secure and maintain, for the life of this Agreement, and shall cause its sub-contractors to obtain and maintain for the life of their sub-contracts, insurance coverage as follows;
 - a) Commercial General Liability with a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Policy must include Products Liability with a minimum of \$1,000,000.
 - b) Commercial Auto Insurance with a minimum of \$1,000,000 combined single limit for Bodily Injury and Property Damage.
 - c) Workers Compensation Insurance, statutory limits.
 - d) Pollution Liability Insurance for both first party and third-party claims, must be provided with minimum \$1,000,000 limit.

14. Wind River Environmental, LLC shall provide evidence of required insurance coverage by supplying NBCUA with a Certificate of Insurance naming NBCUA as "Additional Insured." Additional Insured status must be primary and non-contributory.

CANCELLATION OF AGREEMENT

15. NBCUA shall have the right to cancel, terminate and/or suspend this agreement, prior to the termination date set forth in paragraph 1, upon providing 30 days notice of the intent to cancel, terminate and/or suspend to Wind River Environmental, LLC.
16. In the event of any breach of any of the terms, conditions, representations, or warranties of this agreement by Wind River Environmental, LLC, NBCUA shall have the right, in addition to all other remedies provided by law, to immediately cancel this agreement.
17. NBCUA shall have the right, even in the absence of a breach by Wind River Environmental, LLC, and in addition to any other remedies provided by law, to immediately cancel or suspend

this agreement whenever, in the sole discretion of NBCUA, immediate cancellation or suspension is warranted and/or necessary to protect the interests of NBCUA and/or those municipalities with whom NBCUA has a service agreement for the treatment of sewage (hereinafter "participating municipalities"). Wind River Environmental, LLC acknowledges that situations where such immediate cancellation or suspension shall be warranted and/or necessary include, but shall not be limited to, those situations in which NBCUA, in its sole discretion, determines that acceptance of sludge, threatens, impairs or in any way effects the ability of NBCUA to: a) provide service and facilities to participating municipalities; b) insure compliance by NBCUA with any permits held or to be held by NBCUA; or c) comply with any Local, State or Federal laws or regulations, or requirements.

**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

BY: _____
James Rotundo, Exec. Dir.

DATE _____

BY: 
Wind River Environmental, LLC
David Bower, Area Manager

DATE: November 4, 2021

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 93-2021

Date: November 9, 2021

**RESOLUTION AUTHORIZING THE RENEWAL OF AGREEMENT WITH
SUEZ WATER OF NEW JERSEY, INC.**

WHEREAS, Suez Water of New Jersey, Inc. ("Suez") is a major sewage hauler that has been delivering large volumes of sewage to the Northwest Bergen County Utilities Authority ("Authority") from sewage treatment facilities located in West Milford, New Jersey; and

WHEREAS, the Authority previously entered into an agreement with Suez with an expiration date of December 16, 2021; and

WHEREAS, the Authority wishes to continue doing business with Suez; and

WHEREAS, it is in the Authority's best interests to enter into the attached two (2) year agreement with Suez for the acceptance of waste hauled by Suez.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, as follows:

1. The Chairman, Vice Chairman or Executive Director of the Authority is authorized to execute the attached Agreement with Suez Water of New Jersey, Inc., whereby the Authority will accept waste hauled by Suez Water of New Jersey, Inc.
2. The Executive Director of the Authority is authorized to execute such other documents and undertake such other tasks that are reasonably required to carry out and consummate the transactions contemplated by the attached Agreement; and
3. Upon execution, a fully executed and confirmed copy of the Agreement shall be placed on file in the office of the Executive Director and available for public inspection.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 93-2021

Date: November 9, 2021

**RESOLUTION AUTHORIZING THE RENEWAL OF AGREEMENT WITH
SUEZ WATER OF NEW JERSEY, INC.**

I hereby certify that this is a true copy of a resolution adopted by the Board of Commissioners of the Northwest Bergen County Utilities Authority on November 9, 2021.

CHAIRMAN

SECRETARY

RECORDED VOTE:

	Bonagura	Jordan	Kelahr	Lo Iacono	Ortega	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

SLUDGE DISPOSAL AGREEMENT

This Agreement is entered into on the 1st day of November 2021 between Northwest Bergen County Utilities Authority (hereinafter "NBCUA") and Suez Water of New Jersey Inc. (Suez).

ACCEPTANCE OF SLUDGE

1. For the period December 17, 2021, to December 16, 2023, NBCUA ("Initial Term") agrees to accept sludge delivered to NBCUA by Suez generated at the Arlington Hills STP, Bald Eagle Commons STP, West Milford NJ and the six (6) West Milford MUA sewage treatment facilities. The West Milford MUA sewage treatment facilities are as follows:
 - West Milford Olde Milford STP (Facility/PI No. 47077)
 - West Milford Highview Acres STP (Facility/PI No. 47078)
 - West Milford Crescent Park STP (Facility/PI No. 47075)
 - West Milford Bald Eagle Village STP (Facility/PI No. 46105)
 - West Milford Awoosting STP (Facility/PI No. 47076)
 - West Milford Birch Hill STP (Facility/PI No. 47079)
2. This Agreement may be renewed for successive two (2) year terms (each, a Renewal Term) by mutual written agreement of the parties hereto, executed not less than six (6) months prior to the expiration of the Initial Term or any Renewal Term, as applicable.
3. The acceptance of all product by NBCUA from the Arlington Hills STP, Bald Eagle Commons STP and West Milford MUA treatment facilities is subject to all the terms, conditions and representations contained in this agreement. Each of those terms, conditions and representations is hereby agreed to be material to this agreement.
4. The times and dates for delivery of sludge will be scheduled by the plant superintendent of NBCUA on the convenience of NBCUA's operations and demand requirements, but will normally be allowed during normal work hours of 8:00 AM thru 5:00 PM Monday thru Friday and 8:30 AM thru 4:00 pm Saturday thru Sunday.
5. Suez shall not deliver to NBCUA for acceptance, and NBCUA shall not be required by this agreement to accept delivery of sludge containing an excess of 12% solids.

6. Suez represents, warrants and agrees that it shall deliver to NBCUA only sludge originating from the treatment facilities of Arlington Hills STP, Bald Eagle STP and West Milford MUA sewage treatment facilities and of domestic origin. Upon each delivery to NBCUA Suez shall execute a certification attesting to the specific source of the sludge contained in that delivery.
7. Each load of sludge delivered by Suez to NBCUA shall fall within the allowable limitations set forth in the USEPA Guidance Manual for preventing interference at POTW's and any applicable NBCUA local limits as set forth in NBCUA's Rules and Regulations.
8. For purposes of odor control, when requested by NBCUA, Suez shall treat each load of septage delivered to NBCUA with one pound of KMNO₄ (potassium permanganate) per 1,000 gallons of sludge.
9. Suez represents and warrants that it has received and possesses all permits and approvals required by all Local, State or Federal governments, and all agencies or subdivisions thereof, for the hauling, and disposal at NBCUA, of septage to be delivered pursuant to this agreement. (Enclose copies of permits or letter listing permit numbers, including NJDEP Form R).

PAYMENT

10. Suez agrees to pay to NBCUA for NBCUA's acceptance of sludge, the rate of three (3) cents per gallon.
11. Suez shall be billed monthly for the deliveries made during that month. Bills shall be due and payable upon thirty (30) days from receipt of same. In addition to all other remedies provided by law and this contract, if any bill remains unpaid for an excess of seven days interest shall be charged at the rate of 1 ½ % per month from the date of the bill.

INDEMNITY, HOLD HARMLESS AND INSURANCE

12. (a) Suez agrees to indemnify NBCUA for, and hold NBCUA harmless against, any and all loss, damage, claims for damages including reasonable attorney fees, of any nature whatsoever, in any legal action or suits, recoveries, judgements, or executions which may be had, brought, or recovered by reason of bodily injury, personal injury or property damage, including death resulting therefrom, to any person or property whatsoever, arising out of any act or omission of Suez and/or its agents, servants or employees or sub-contractors, and/or its agents, employees or sub-contractors.
- (b) Nothing set forth herein shall be deemed to waive or limit rights or remedies of Suez under common law or applicable laws, rules, orders, common law, indemnity, contribution, or impleader.
13. Suez shall, at its own cost and expense secure and maintain, for the life of this Agreement, and shall cause its sub-contractors to obtain and maintain for the life of their sub-contracts, insurance coverage as follows;
- a) Commercial General Liability with a minimum of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Policy must include Products Liability with a minimum of \$1,000,000.
 - b) Commercial Auto Insurance with a minimum of \$1,000,000 combined single limit for Bodily Injury and Property Damage.
 - c) Workers Compensation Insurance, statutory limits.
 - d) Pollution Liability Insurance for both first party and third-party claims, must be provided with minimum \$1,000,000 limit.
14. Suez shall provide evidence of required insurance coverage by supplying NBCUA with a Certificate of Insurance naming NBCUA as "Additional Insured". Additional Insured status must be primary and non-contributory.

CANCELLATION OF AGREEMENT

15. NBCUA shall have the right to cancel, terminate and/or suspend this agreement, prior to the termination date set forth in paragraph 1, upon providing sixty (60) days' prior written notice of the intent to cancel, terminate and/or suspend to SUEZ.
16. In the event of any breach of any of the terms, conditions, representations, or warranties of this agreement by Suez, NBCUA shall have the right, in addition to all other remedies provided by law, to immediately cancel this agreement.

17. NBCUA shall have the right, even in the absence of a breach by Suez, and in addition to any other remedies provided by law, to immediately cancel or suspend this agreement whenever, in the sole discretion of NBCUA, immediate cancellation or suspension is warranted and/or necessary to protect the interests of NBCUA and/or those municipalities with whom NBCUA has a service agreement for the treatment of sewage (hereinafter "participating municipalities"). Suez acknowledges that situations where such immediate cancellation or suspension shall be warranted and/or necessary include, but shall not be limited to, those situations in which NBCUA, in its sole discretion, determines that acceptance of sludge, threatens, impairs or in any way effects the ability of NBCUA to: a) provide service and facilities to participating municipalities; b) insure compliance by NBCUA with any permits held or to be held by NBCUA; or c) comply with any Local, State or Federal laws or regulations, or requirements.

**NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY**

BY: _____ **DATE:** _____
James Rotundo, Executive Director

SUEZ Water New Jersey

BY: _____ **DATE:** _____
 Digitally signed by Alan Weland
Date: 2021.11.01 13:00:13 -04'00'