AGREEMENT

between

MARGATE CITY LIFEGUARDS ASSOCIATION, INC.

and the

CITY OF MARGATE CITY

January 1, 2019 through December 31, 2022

INDEX

THIS AGREEMENT entered into this 7th day of February, 2019 by and between the CITY OF MARGATE CITY, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "City" and The MARGATE CITY LIFEGUARDS ASSOCIATION, INC., hereinafter called the "Association".

PREAMBLE

This Agreement is entered into pursuant to the provisions of Chapter 123, Laws of 1974 (N.J.S.A. 34:12A-5.1, et seq) of the State of New Jersey to promote and ensure harmonious relations, cooperation and understanding between the City and Employees; to prescribe the rights and duties of the City and Employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the City of Margate City.

ARTICLE ONE

RECOGNITION

A. The City hereby recognizes the Margate City Lifeguards Association as the exclusive representative pursuant to NJSA 34:13A-l et. seq. for all seasonal employees within the category of Lifeguard and Lifeguard Lieutenant employed by the City of Margate City Beach Patrol. All other employees of the City of Margate City not within the seasonal category set forth above are hereby excluded from this bargaining unit. Specifically excluded are the Lifeguard Captain and Chief of the Lifeguards.

B. The terms "lifeguard", "officers" and "employee" shall be used interchangeably and shall be defined to include the plural as well as the singular. Reference to the male gender shall include the female gender in any reference herein.

ARTICLE TWO

NON-DISCRIMINATION

The City and the Association agree that neither of them will discriminate nor cause discrimination against any employee covered by this labor agreement because of race, color, creed, age, sex, handicap, national origin, political affiliation, Association membership, or Association activity.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE THREE

ASSOCIATION DUES DEDUCTIONS

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for Margate City Lifeguards Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.C.S.A. (R.S.) 52:14-15, 94 as amended.

B. The Margate City Lifeguards Association President or his designee shall provide the City with an official Margate City Lifeguards Association roster. Each employee voluntarily authorizing the Association and the City to deduct Association dues shall execute a document approved by the City.

C. The Association has informed the City that dues deductions for members are established as Thirty Dollars ($30.00). In accordance with the request of the Association, the City shall withhold Thirty Dollars ($30.00) for each Association member one time from the second July Payroll, providing it has written authorization from the member.

D. If during the life of this agreement there shall be any change in the rate of membership dues, the Local Association shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

E. The Association shall indemnify, defend and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken in making deductions and remitting same to the Association pursuant to this Article.

ARTICLE FOUR

MANAGEMENT RIGHTS

A. It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is a right and responsibility of the City of Margate City.

Accordingly, the City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the municipal government and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;

2. The determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees;

3. The reprimand, suspension, demotion or discharge of employees or other disciplinary action;

4. The transfer, assignment, reassignment, layoff and/or recall of employees to work;

5. The determination of the number of employees and of the duties to be performed and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;

6. The maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;

7. The determination of staffing patterns and areas worked, the control and regulation of the use of facilities, supplies, equipment, materials and other property to the employer;

8. The determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;

9. The determination of the amount of overtime to be worked;

10. The determination of the methods, means and personnel by which its operations are to be conducted;

11. The determination of the content of work assignments;

12. The exercise of complete control and discretion over its organization and the technology of the performance of its work; and

13. The making, maintenance and amendments of such operating rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the City, which shall become effective upon written notice to the employees.

B. In exercise of the foregoing rights, powers, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement and by law, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

C. Notwithstanding anything which may be contained in this agreement to the contrary, nothing contained herein shall be construed to deny or restrict the City of its rights and responsibilities under NJSA 40A, the municipal laws of the State of New Jersey, or any other federal, state, county or local law or regulation as such may pertain to operation of the Beach Patrol or of the municipal government generally.

ARTICLE FIVE

ASSOCIATION RIGHTS

A. Information to Association.

Upon request by the President of the Association or the designated Association representative, in writing, the City agrees to make known to the representatives of the Association, when and where the Association may obtain documents that the City is required by law to release. The material shall be provided within a reasonable amount of time and location.

B. Released Time for Meetings.

Up to two (2) representatives of the Association may be released during working hours to participate in mutually scheduled negotiations or grievance proceedings. There shall be no overtime compensation for such participation.

C. Bulletin Boards

The City shall permit the Association the use of a Bulletin Board to be supplied by the Association for its exclusive use. Such Bulletin Board shall be located in the headquarters building alongside the current Bulletin Board. This Bulletin Board may be utilized by the Association for the purpose of posting official Association announcements and other information related to the official business of the Association which is of a non-controversial nature. The Association agrees that it will not post material which may be profane, derogatory to any individual, or constitute election campaign or political material of any kind. The City may have removed from the Bulletin Board any material which does not conform to the intent and provisions of this Article.

ARTICLE SIX

GRIEVANCE PROCEDURE

A. Purpose.

1. The Purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the City, and having the grievance adjusted without the intervention of the Association.

B. Definitions.

The term "contractual grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and
2. Disciplinary Actions of Major Suspension and/or Dismissal for non-Probationary Employees.

The term "non contractual grievance" shall mean all allegation that there has been inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the City and its Beach Patrol, which shall be processed up to and including the Commissioner of Public Safety.

C. **Procedure.**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. **LEVEL ONE - Chief of the Beach Patrol.**

A grievance to be considered under this procedure shall be initiated by the grievant within ten (10) calendar days of its occurrence and submitted in writing, to the Chief of the Beach Patrol with a copy to the Commissioner of Public Safety. A decision shall be made in writing by the Chief of the Beach Patrol within ten (10) calendar days after the receipt of the grievance at this level.

3. **LEVEL TWO - Commissioner of Public Safety.**

Within five (5) calendar days of receipt of the determination at LEVEL ONE, or ten (10) calendar days after submission of the grievance to LEVEL ONE if no decision has been rendered, the grievance may be filed in writing with the Commissioner of Public Safety through the office of the City Clerk. The written request to advance to Level two shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated and the remedy requested by the grievant. The Commissioner of Public Safety or his designee shall render a decision in writing, within ten (10) calendar days after the submission of the grievance at this Level. The decision of the Commissioner of Public Safety on all grievances regarding non-contractual grievances shall be final and binding.

4. **LEVEL THREE - Arbitration**

The Margate City Lifeguard Association may submit a contractual grievance to non-binding arbitration within ten (10) calendar days after the Commissioner of Public Safety's determination, or within fifteen (15) days of submission of the grievance to LEVEL TWO if no decision is rendered.

D. Authority of the Arbitrator.

1. If the grievant is dissatisfied with the decision of the Commissioner of Public Safety regarding a "contractual grievance", and the Association finds the grievance to be of merit, the Association may request the appointment of an arbitrator in accordance with the rules and procedures of the New Jersey Public Employment Relations Commission.

2. The arbitrator shall function in accordance with the rules and procedures of the New Jersey Public Employment Relations Commission.

3. The arbitrator shall limit himself to the issue before him and consider nothing else. He shall have no power to add to, subtract or modify the Agreement between the parties.

4. The arbitrator shall set forth in writing his findings of fact and conclusions of law upon which his decision is based. The decision of the arbitrator shall be advisory and shall not be binding upon the parties.

5. The arbitrator shall be bound by decisions of the New Jersey Public Employment Relations Commission, the decisions of the Courts of New Jersey, and all New Jersey Statutes and Federal Laws.

E. Costs

The cost for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the City and the Association. Any other expenses incurred shall be paid by party incurring same.

F. Representation.

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When the Association does not represent an employee, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

ARTICLE SEVEN

DISCIPLINARY ACTION

A. City's Right to Discipline. The City maintains the right to discipline its lifeguards.

B. Probationary Employees. The first two (2) seasons of employment of any employee shall be considered probationary. During the probationary period, any employee may be (1) disciplined or (2) terminated in the sole discretion of the employer and there shall be no right to appeal.

C. Disciplinary Action. The City acknowledges the principal of progressive discipline. Depending on the magnitude of the offense, the discipline issued by the City may be in any of the following forms:

1. Oral Warning;
2. Written Warning;
3. Written Reprimand;
4. Minor Suspension - consists of a suspension up to five (5) days;
5. Major Suspension - consists of a suspension over five (5) days;
6. Dismissal.

A non probationary employee who has been subject to the discipline of a Major Suspension or Dismissal may appeal such discipline through the Grievance Procedure beginning with Step Two. Employees hereunder are not covered by Civil Service or the New Jersey Department of Personnel Regulations. Therefore, there shall not be any appeal of any Disciplinary Matters to the New Jersey Department of Personnel.

ARTICLE EIGHT

EMPLOYMENT PROCEDURES

A. Ability to Perform.

All applicants for employment shall be required prior to the commencement of employment to take and pass an examination demonstrating the appropriate skills and physical abilities to perform the duties of the task. Further, mindful of its public safety responsibilities, the City may, at any time and from time to time, require such Certification or other examinations or tests as it may deem appropriate in connection with the rehire or continued employment of any employee, including such

Certifications required to meet the Bathing Code set by the State of New Jersey (NJAC 8:18-l et. seq.) and the guidelines established by the South Jersey Chief's Association.

B. Medical Examinations and Certifications.

All new applicants for employment shall be required to provide a medical certification of fitness from their own physician certifying that they are free of any physical defect or disability which would preclude their providing full and complete service of their duties. Such certification shall be acquired at the sole expense of the prospective employee. Each employee shall disclose any medical or psychological condition which may affect his job performance. The City reserves the right to require at any time that the employee be examined by a physician designated by the City to verify fitness for duty at the City's cost.

C. Returning Guards.

Guards who wish to return for their second year and beyond will be considered for employment along with new applicants. The City shall have the right to select those individuals for employment whom the City determines to be most qualified, irrespective of whether the selected individual is a returning guard or a new applicant.

Guards who wish to return for their second year and beyond must meet established criteria to be rehired each season. The returning guard must have received a satisfactory year-end evaluation and be recommended for rehiring by the Chief of the Beach Patrol. The guard must also demonstrate he/she has maintained the physical capabilities for employment by passing such athletic tests as the City may deem appropriate.

D. Layoffs

If there is a reduction in force, the City shall determine which employees shall be laid off. In making that determination, the City shall consider the employee's past performance, his/her disciplinary record, and attendance record. When all of these items are reasonably equal, then seniority shall be the determining factor and employees with the greater amount of seniority shall be retained.

E. CPR and First Aid Certifications

All employees must obtain and continue to hold a Certification in CPR and a Certification to administer First Aid as a condition of employment. The First Aid Certification must be acceptable to the City of Margate. Such Certifications shall be obtained at the sole expense of the employee.

F. EMT

Any employee certified as a NJ State Emergency Medical Technician (EMT) must be willing to use his/her skills and training in the event of an emergency on the beach and shall receive a total additional annual stipend of $450 if such employee works for a minimum of forty-five (45) days in the current season. Any EMT that works less than the forty-five (45) day minimum will revert to $3 per day worked for that season.

ARTICLE NINE

WORK RULES

A. The Association acknowledges and agrees that the City has the right to promulgate such work rules and regulations governing the operation of the Beach Patrol as it may desire, including but not limited to:

1. Table of Organization
2. Job Descriptions
3. Duties and Responsibilities of Employees
4. Disciplinary Standards

B. The City agrees that no aspect of the rules it adopts shall be violative of the express written terms of this Agreement, and any claim of such violation shall be subject to the grievance procedure set forth elsewhere herein.

ARTICLE TEN

WORK SCHEDULE

A. Work Year

1. The City specifically reserves unto itself the right to establish the length of the beach season in accordance with the minimums set forth by Ordinance of the City.

2. The work season for employees shall normally extend from the beginning of the Memorial Day weekend through and including the Saturday following Labor Day. This is not to preclude a modified work year for employees based upon their availability, with prior notice to and acceptance by the City. Further, this shall not preclude the City from initiating Beach Patrol related tasks earlier than the season aforesaid with employees who are available and willing to work, nor to extend the beach season beyond said date on the same basis.

B. Work Week.

All employees shall be available and expected to work a maximum of five (5) days per week on a schedule established by the Chief of the Beach Patrol. The City reserves the right to assign a six (6) day work schedule of any employee, at the discretion of the Lifeguard Chief when warranted by Public Safety.

C. Work Day.

The normal workday shall commence at 10:00 a.m. and extend until 6:00 p.m. inclusive of lunch. Additionally, all employees shall be required to attend meetings on Saturday morning called at the Chief's discretion for no more than one (l) hour as a condition of their employment. Employees shall receive compensatory time for attendance at the Saturday meeting. The work schedule as aforesaid shall pertain during normal service at the beach. However, during emergencies, said schedule may be altered in order to accomplish the tasks of preservation of lives and property on the beach. Further, the City reserves the right to establish such work schedules as it deems efficient and appropriate and shall have the right to assign employees to such work schedules as it deems appropriate.

D. Overtime.

Overtime shall be paid for all hours worked beyond those set forth in the regularly scheduled work period as set forth in the preceding paragraph. The rate of pay shall be at straight time, which shall be computed by dividing the daily rate established by this Agreement by eight (8). All overtime shall be paid at the straight time rate.

E. Boat Yard Maintenance Crew

It is understood and agreed that operation of the Beach Patrol on a daily basis involves the utilization of a maintenance crew consisting of a number of qualified and approved guards who appear on a daily basis ready and willing to work at the commencement of the work day. If chosen for 'Boat Yard Maintenance Crew' employees shall be paid at their current daily rate. The choosing of the 'Boat Yard Maintenance Crew' is at the Beach Patrol Chief's discretion.

F. Exchange of Days Off.

Employees shall be permitted to exchange days off so long as adequate notice is given and permission is acquired from the Chief of the Beach Patrol, and that such exchange does not result in the payment to either employee of any overtime remuneration.

G. Races and Contests.

Employees who compete in swimming, rowing and running races and/or competitions in the name of Margate City, or who perform work in the setup of the South Jersey Lifeguard Races shall not receive overtime or other additional compensation of any kind. Employees who perform work in the setup of the Margate Memorials shall receive additional compensation of one-half day's pay.

ARTICLE ELEVEN

UNIFORMS

1. The City shall provide each employee with an appropriate uniform for the performance of their duties. The uniform shall consist of such items as the City deems necessary and appropriate.

2. Employees who wish to purchase additional items of the uniform may do so with the permission of the Chief of the Beach Patrol.

3. In the event that any part of the employee's uniform is damaged, destroyed, stolen or lost, the Chief of the Beach Patrol has the discretion to make replacements at the expense of the City, provided the appropriate evidence is established that the damage or loss of the uniform was beyond the control of the individual employee and directly related to services performed on behalf of the City and not due to the employee's negligence.

4. In the consideration of the supply of such uniforms by the City, all employees shall keep such uniforms cleaned and in good condition and shall wear the appropriate uniform as directed by the Chief of the Beach Patrol for the entire tour of duty. Failure to wear such uniform shall subject an employee to discipline. Such uniforms may not be worn during the season when off duty, except when participating in the races outlined in Article Nine, or while commuting.

ARTICLE TWELVE

LEAVES OF ABSENCE

A. The following leaves of absence shall be granted with pay:

1. Bereavement Leave.

Each employee shall be entitled to two (2) days bereavement leave in the event of a death in the immediate family. Said leave shall be taken coterminous with the event. The immediate family is hereby defined as parent, grandparent, step-parent, mother-in-law, father-in-law, spouse, child or sibling.

2. Military Leave.

Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty (summer camp) for training with any reserve unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or Air Force, as long as such duty cannot be performed at any other time. The employee shall be paid the difference between his regular pay and his military pay during the period of his military training or as otherwise provided by law.

The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any employee in this bargaining unit.

3. **Jury Duty Leave**.

An employee who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the City the difference between his job rate for eight (8) hours and the daily jury fee, subject to the following conditions:

a. When jury service is completed prior to 1:00 p.m., the employee is required to telephone the Chief of the Beach Patrol and report to work if requested. In the event that reporting to jury duty is by a call-in system, an employee notified that he or she is not required for jury duty must report to work.

b. Time lost because of jury service will not be considered time worked for purposes of computing overtime.

c. The employee must notify the Chief of the Beach Patrol immediately upon receipt of any communication regarding jury service.

d. The City has the right to attempt to reschedule such jury duty on the basis of the employee's involvement with public safety.

e. At Management's request, adequate proof must be presented of time served on a jury and the amount received for such services.

f. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the City.

B. The following leave of absence shall be granted without pay:

Seasonal Leave

An employee may apply for an unpaid leave of absence for up to one (1) season. The City may in its sole discretion grant or deny such leave. In the event such leave is granted, the employee will retain his seniority rights pursuant to Article Seven. The request shall be made by May 1st preceding the season the leave is requested. The City will inform the employee of its decision within two weeks of receipt of the request. For any unpaid leave of absence longer than one (1) season, a mandatory retest is required.

ARTICLE THIRTEEN

COMPENSATION

A. Wages.

The pay scale for Lifeguards employed by the City of Margate City Beach Patrol shall be as follows:

MCBP SALARY COMPENSATION 2018-2022

	2018	2019	2020	2021	2022
YEARS		1.50%	1.50%	1.50%	1.50%
1	$ 93.65	$ 95.05	$ 96.47	$ 97.91	$ 99.37
2 & 3	$ 99.90	$101.39	$102.91	$104.45	$106.01
4 & 5	$110.30	$111.95	$113.62	$115.32	$117.04
6 & 7	$124.87	$126.74	$128.64	$130.56	$132.51
8 & 9	$135.28	$137.30	$139.35	$141.44	$143.56
10, 11 & 12	$156.09	$158.43	$160.80	$163.21	$164.71
13 & 14	$164.42	$166.88	$169.38	$171.92	$174.49
15, 16 & 17	$176.90	$179.55	$182.24	$184.97	$187.74
18+	$180.30	$183.00	$185.74	$188.52	$191.34
LT		$220.00	$220.00	$225.00	$225.00

B. Determination of Seniority

For an employee to receive credit for advancement on the salary scale, he must have worked at least forty-two (42) days during a season. A first year guard must have worked at least twenty-five (25) days during a season.

B. Incentive Pay.

Any employee commencing work at least ten (10) weeks prior to the Labor Day weekend of the same season and working through Labor Day weekend and completing Forty-five (45) full days of work of said season shall receive an additional seven dollars and fifty cents ($7.50) per day for all days worked in that season. Such payment shall be paid with the employee's final pay of the season.

C. Court Time.

If an employee is required to appear in court on behalf of the City on City related business or for any reason arising out of his employment as a lifeguard, he shall suffer no loss of pay.

D. Wage Scale Placement

Nothing contained herein shall prevent the City from moving an employee to a higher salary on the structure as a reward for outstanding achievement, or withholding an increment as a disciplinary measure.

E. Liability Coverage

The City agrees that during the performance of their duties as a Lifeguard, the Lifeguards shall be afforded liability coverage equivalent to other employees of the City.

ARTICLE FOURTEEN

NO STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf, will cause, authorize, or support nor will any of its members take part in any strike (i.e. the concerted failure to report to duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the Beach Patrol. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, or walkout as set forth above, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees and cessation of check-off rights to the Association.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the Beach Patrol.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction for damages or both in the event of any such brea

ch by the Association or its members.

ARTICLE FIFTEEN

CITY OF MARGATE PENSION PLAN FOR LIFEGUARDS

The parties recognize the City of Margate Pension Plan for Lifeguards adopted on September 15, 2016 (effective January 1, 2016) by the City of Margate as a successor plan to a plan first established January 1, 1987 and any past or future amendments thereto as adopted by Margate Board of Commissioners. The parties agree to monitor the plan regularly with the intent to assure that there are sufficient funds to keep the plan solvent. The Association agrees to work closely with the Lifeguards Pension Committee to meet this objective. The City agrees to make employee match contributions and to make small occasional periodic supplemental payments if necessary and if annual lifeguard operation appropriations remain otherwise unspent at the end of each calendar year.

ARTICLE SIXTEEN

FULLY BARGAINED PROVISIONS

The parties acknowledge that this Agreement represents and incorporates the complete and final understanding and settlement of the parties on all bargainable issues which were or could have been subject to negotiations, and that all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement. Unless otherwise provided in this Agreement, no prior administrative procedure, practice or past practice shall be interpreted or applied so as to enlarge or otherwise conflict with the express terms of this Agreement.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This document constitutes the sole and complete agreement between the parties and embodies all of the terms and conditions governing the employment of employees in the Association.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

ARTICLE SEVENTEEN

SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any Federal or State Law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLEEIGHTEEN

NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified mail at the following addresses:

1. If by the Association, to the City at the City's Municipal Building, c/o Commissioner of Public Safety.

2. If by the City, to the Association President at his/her home address.

ARTICLE NINETEEN

DURATION AND TERMINATION

This agreement shall remain in full force and effect from the 21st day of February, 2019 until midnight of December 31, 2022.

IN WITNESS WHEREOF, the CITY OF MARGATE CITY has caused these presents to be signed by its Mayor and its Commissioner of Public Safety, attested to by its City Clerk and its Corporate Seal to be hereto affixed, and the MARGATE CITY LIFEGUARDS ASSOCIATION, has caused these presents to be signed by its President and its Corporate Seal to be hereto affixed, the day and year first above written.

CITY OF MARGATE CITY

By _____
Mayor

Attest:

_____
City Clerk

MARGATE CITY LIFEGUARDS ASSOCIATION

By _____
Bargaining Representative

_____
Bargaining Representative