

A G R E E M E N T

BETWEEN

BOROUGH OF SPRING LAKE

AND

GUARDS OF SPRING LAKE

JANUARY 1, 1994 THROUGH DECEMBER 31, 1996

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ARTICLE I  
RECOGNITION

- A. This agreement entered into this        day of        , 1994 between the BOROUGH OF SPRING LAKE in the County of Monmouth, a municipal corporation of the State of New Jersey, hereinafter called the "BOROUGH" and the GUARDS OF SPRING LAKE, hereinafter called the "G.S.L." represents the complete and final understanding on all undisputed bargainable issues between the BOROUGH and the G.S.L.
- B. The Borough recognizes G.S.L. as the representatives for the purposes of collective negotiations of all full and part-time lifeguards employed by the Borough but excluding Beach Manager, Captains and all other employees of the Borough of Spring Lake.
- C. The title "employee" shall be defined to include the plural as well as the singular and to include males and females.
- D. The G.S.L. shall not be governed by the Spring lake Borough Personnel Ordinance.

ARTICLE II  
HOURS OF WORK

A. The Beach manager shall determine hours of service and days of service for each lifeguard, including but not limited to:

(i) a work day of either 9:00 A.M. to 5:00 P.M. or 10:00 A.M. to 6:00 P.M.;

(ii) a one-half hour for lunch and a fifteen minute break each work day; not to be taken simultaneously or consecutively without express permission of the Beach Manager.

(iii) two lifeguard suits, appropriate CPR equipment dealing with Aids and one jacket per lifeguard per season to be provided on or before the second week of full employment;

(iv) hiring of weekend and holiday guards (part-time lifeguards) shall be on a call-in basis only. Duty locations shall be determined by the Beach Manager. Additional weekend holiday and guard positions are those job positions in addition to the normal employee staff for each beach in the Borough for the period of Monday through Friday (exclusive of holidays) as established at the beginning of each season. The procedure for the purposes of the "call-in basis" system with respect to weekend and holiday guards shall be announced in writing and forwarded to G.S.L. prior to the opening of the beaches in Spring Lake for each season.

ARTICLE III

MANAGEMENT RIGHTS

A. The Borough of Spring Lake 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 Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make rules of procedure and conduct, to use improved methods of equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Beach after advance notice thereof to the employees to require compliance by the employees is recognized. Notice of all such rules and regulations including those

ARTICLE V

SALARIES

A. The following salaries shall be paid during the term of the agreement:

	5% 1994 per day	3.5% 1995 per day	1% 1996 per day
(1) Probationary Lifeguard	\$48.00	\$49.68	\$51.67
(2) Lifeguard during 2nd & 3rd years of experience employment	\$54.42	\$56.33	\$58.58
(3) Lifeguard during 4th & 5th years of experience employment	\$58.45	\$60.50	\$62.92
(4) Lifeguard during 6th & subsequent years of employment	\$66.60	\$68.93	\$71.69
(5) Crew Chief	\$70.65	\$73.13	\$76.05

B. For the purpose of determining what wage rate shall apply herein each year of experience as a lifeguard on a beach, whether that of the Borough or elsewhere, and/or year of service as a lifeguard at the Borough swimming pool, shall be counted as a "year of experience employment", and a "year" shall consist of employment during a summer season and not the full calendar year.

C. For the purpose of determining what wage rate shall apply herein in the case of a new applicant for the position of lifeguard who does not have the experience as set forth in Paragraph B herein but has received a varsity letter in swimming from a high school swimming team, or maintained first team status on a recognized Monmouth or Ocean County YMCA or AAU sanctioned swimming team, the wage rate in A (2) shall apply. This provision shall apply to only one employee each year. The successful applicant shall be determined by the fastest freestyle time for 300 yards, said event to take place during the course of preseason qualification testing.

D. For the purpose of determining what wage rate shall apply

location for any and all tests to be undertaken, where and when applications for promotion can be secured and filed and the date when the publication of the results of the test will be made.

3. (a) The total weight to be assigned to criteria shall be one hundred percent.

(b) The municipality shall apply the criteria to each candidate-applicant and shall prepare a list of such candidates as to each vacancy for the position of Crew Chief, containing the names of the candidates in order of highest to lowest total score, the total score for each candidate and the parts of the total score relating to each of the criteria for each candidate, assuming the pass/fail system is abandoned.

(c) Promotion is made from a list resulting from an announced vacancy, the candidate with the highest numerical score will be promoted to fill the vacancy, and if there is more than one promotion that is actually made, promotions must be in the order of highest scores. Should a pass/fail system be utilized, the Borough retains the right to select any individual who has passed the test whether it be interview test or otherwise.

(d) Each criteria and the weights assigned to each criteria shall remain constant during the promotion process relating to the announcement of a particular vacancy and shall be and remain identical for that vacancy(s) during the same promotional process relating to the announcement of the vacancy or vacancies.

4. (a) The municipality shall post the announcement of the announced vacancies at the North and South End pavilions. Two days prior to the date of formal announcement, the municipality shall provide and deliver to the President of the Guards of Spring Lake the referred to list of candidates which shall contain the total score of each candidate (numerical or pass/fail at Borough option), the parts of the total score relating to each of the criteria and the numerical standings of each candidate where applicable.

(b) Each candidate shall be notified in writing of his final score and the numerical standing, if applicable, on the aforesaid list prior to the formal announcement of promotion.

(c) The list of candidates which shall be provided and delivered to the President of the Guards of Spring Lake shall state the period during which the list shall remain in effect and during which all promotions to other identical vacancies shall be made from the list.

(d) In the event a candidate rejects promotion to a specific announced vacancy, the candidate shall continue to remain eligible for other announced vacancies for which he is qualified and in such case, the candidate with the next highest score, if applicable, shall be promoted to the announced vacancy.

C. Personnel files

Effective upon the signing of this Agreement, the Borough agrees to maintain personnel files for each employee pursuant to statute.



ARTICLE VII  
GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Borough.

C. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation or adherence to the terms and conditions of this Agreement only or disciplinary action and may be raised by an individual, the union or the Borough.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the G.S.L. shall institute action under the provisions hereof within five (5) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the difference between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure

to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the employee or the G.S.L. may present the grievance in writing within five (5) calendar days thereafter to the beach manager or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the application Section of this contract violated and the remedy requested by the grievant. The beach manager or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

Step Three: Within five (5) calendar days of the Beach Manager's decision, the Union may apply to the Public Employment Relations Commission (PERC) for advisory arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously, with the application to PERC, the Union will send notice to the employer of its application for arbitration.

a. The decision of the arbitrator shall be in writing and shall include the reasons for the decision.

b. The parties direct the arbitrator to decide, as a

preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

c. The costs for the services of the arbitrator shall be borne by the loser of the arbitration. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same. In a disciplinary action, a win for the union is defined as follows:

1. If an employee is suspended for ten days or more or discharged and the arbitrator recommends less than a three (3) day suspension.

2. If the employee is suspended between three (3) and ten (10) days, and the arbitrator recommends one day suspension, reprimand or no penalty at all.

3. If an employee is suspended for two or three days and the arbitrator recommends a reprimand or nothing at all.

4. If the employee is suspended for one day or reprimanded and the arbitrator recommends no penalty at all.

d. The arbitrator shall be bound by the provisions of this Agreement and by the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

e. If the Borough fails to adhere to two (2) advisory arbitration decisions in one season, the third arbitration shall

be binding. The Council shall declare its intentions following the Council meeting after receipt of the arbitrator's recommendation.

f. Only one issue may be submitted to any one arbitrator.

e. Upon prior notice to and the authorization of the Beach Manager, one designated Union Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough of Spring Lake or require the recall of off-duty employees.

f. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE VIII

UNION BUSINESS

A. No. G.S.L. member or officer or representative shall conduct any Union business on Borough time except as specified in this Agreement.

B. No Union meetings shall be held on paid Borough time unless specifically authorized by the Borough.

C. A representative designated by the Union shall be permitted to visit Union members on Borough property for the purpose of discussing Union business, only after prior notice to the Borough of the proposed visit is made, and after authorization is given by the Borough (which authorization shall not be unreasonably withheld), provided that said visit will not interfere with the conduct of the Borough business, or with the duties of any of its employees.

ARTICLE IX

SEPARABILITY AND SAVINGS

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

ARTICLE X

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XI

DURATION


A. This Agreement shall be in full force and effect as of January 1, 1994, and shall remain in effect to and including December 31, 1996, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Spring Lake, New Jersey on this 13<sup>th</sup> day of June, 1994.

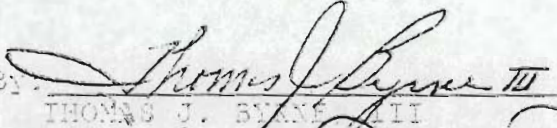
G.S.L.

BOROUGH OF SPRING LAKE

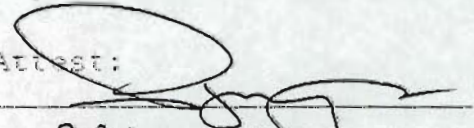
By:

  
PATRICK CURRIELLO, President

By:

  
THOMAS J. BYRNE III  
Mayor, Borough of Spring Lake

Attest:

  
ROBERT J. MOTZEL JR.

Attest:

