

PERA

AGREEMENT
BETWEEN
THE LONGPORT LIFEGUARD
ASSOCIATION, INC.
AND
THE BOROUGH OF LONGPORT
JANUARY 1, 2007 –December 31, 2010

PREPARED BY:

Jasinski and Williams, PC
1125 Atlantic Avenue, Suite 518
Atlantic City, NJ 08401
609-348-9300

10/3/2007

Table of Contents

Preamble.....	3
Article I – Recognition	4
Article II – Negotiation Procedure.	6
Article III – Grievance Procedure	8
Article IV – Employment Procedures	12
Article V – Work Schedule	16
Article VI – Clothing, Equipment and Facilities	20
Article VII – Association Rights.	23
Article VIII – Leaves of Absence	25
Article IX – Compensation..	29
Article X – Miscellaneous Provisions	33
Article XI – Drug Testing.....	35
Article XII – Duration of Agreement	37

PREAMBLE

THIS AGREEMENT entered into by and between the LONGPORT LIFEGUARDS ASSOCIATION, INC., hereinafter called the "Association" and the BOROUGH OF LONGPORT, hereinafter called the "Borough".

WITNESSETH

WHEREAS, the Borough has an obligation, pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to terms and conditions of employment

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

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

- A. The Borough hereby recognizes the Longport Lifeguards Association, Inc. as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all lifeguards and officers employed by the Borough of Longport.
- B. Specifically excluded are the Chief and any Captains and all other non-lifeguard employees of the Borough not specifically enumerated above.
- C. The Association recognizes that the work offered by the Borough as lifeguard work is seasonal and is employment which is subject to the individual's right and ability to recertify annually and present themselves for the current season's work.
- D. The Borough's right to publish a Personnel Policy and Procedures Manual is acknowledge by the association. The Borough and the Association recognize that Federal and State Law and this contract are of higher in precedence than this manual to the extent that terms and conditions of employment are explicitly stated in this contract and Federal and State Laws. The Borough's current Personnel Policy and Procedures Manual will act as a guide to all personnel. Copies of the Manual will be available in the Chief/Captain's office. Should the Borough find it necessary to update this manual drafts will be furnished to the Association for identification of any change that the Association might deem the change to be a term or condition of employment which the Association wishes to negotiate. The Association shall have 45 days from said notice of change to communicate its desire to negotiate said change. In the absence of such notice, The Borough shall have the right to proceed to implement the

change. The Association reserves the right to grieve any potential conflict between the current Collective Bargaining Agreement and the Personnel Policies and Procedures Manual.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employee's employment. Such notification of negotiations shall be given not later than September 1 of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all members of the unit, be reduced to writing, be signed by the Borough and the Association and be adopted by the Borough.

B. During negotiations, the Borough and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.

C. Neither party in any negotiations shall have control over selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals within reasonable time in the course of negotiations.

D. Although the Association recognizes that the Borough has certain powers, rights and responsibilities under law to promulgate rules and regulations, the Borough agrees that it will not modify the employees' terms and conditions of employment without prior notification to the Association.

E. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, and the amendment shall be adopted by the Borough and be signed by the Borough and the Association.. This Agreement incorporates the entire understanding of the parties on all matters governing the terms and conditions of employment. During the term of this Agreement, neither party shall be required to negotiate to change any term or provision of the Agreement

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

H. Both parties realize that the protection and safety of the public while using the beaches is of paramount importance. Therefore, if no agreement is reached at least 30 days prior to the expiration of the term of this agreement:

H.1 The parties agree to seek a third party arbitrator acceptable to both sides to offer non-binding recommendations to resolve any clearly defined issues. This voluntary effort will continue for no more than 120 days.

H.2 Subsequently, the parties shall make a joint request for the appointment of an arbitrator from the Public Employment Relations Commission to aid in the resolution of all open issues.

ARTICLE III
GRIEVANCE PROCEDURE

A. **Definition** – A grievance shall mean a claim by an employee, group of employees and accepted as a claim by the Association that a violation, misapplication or misinterpretation of this Agreement has occurred.

B. **Purpose**

1. The purpose of the grievance procedure is to secure an informal and confidential resolution to any dispute in the most cost effective manner.
2. Nothing herein contained shall prohibit an employee having a grievance to discuss the matter directly with management and to resolve the grievance without intervention of the Association, provided the resolution is not inconsistent with the terms of this Agreement.

C. **Procedure**

3. The time limits specified may be extended or otherwise modified in furtherance of the purposes of this agreement.
4. In an event the grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the work year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the work year or as soon thereafter as is practicable.
5. **LEVEL ONE** – Chief or Captain(s) of the Beach Patrol

A grievance to be considered under this procedure shall be initiated by an employee within five (5) calendar days of its occurrence and submitted in writing to the Chief

or a Captain of the Beach Patrol. A response shall be made in writing by management within ten (10) calendar days after the receipt of the grievance.

LEVEL TWO – Commissioner appointed Director of Public Safety

Within three (3) 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, an appeal may be filed in writing, with the Commissioner responsible for Public Safety. The Borough shall render a decision in writing within fourteen (14) calendar days after the receipt of the appeal at this Level.

LEVEL THREE – Arbitration

A grievance may be submitted to arbitration within ten (10) calendar days after the Borough's determination, or within fifteen (15) days of submission of an appeal to LEVEL TWO if no decision is rendered.

D. Authority of the Arbitrator

6. If the grievant is dissatisfied with the decision of the Borough and the Association finds the grievance to be meritorious, the Association may request the appointment of an arbitrator by requesting the New Jersey Public Employee Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the New Jersey Employee Relations Commission to submit a second list. If the parties are unable to agree upon a mutually satisfactory arbitrator from the second list, the New Jersey Employee Relations Commission may be requested by either party to designate an arbitrator.

7. The arbitrator shall function in accordance with the rules and procedures of the New Jersey Public Employee Relations Commission.
8. The arbitrator shall limit himself to the issue before him and consider nothing else. He shall have no power to add to, subtract from or modify the Agreement between the parties. The arbitrator shall set forth his findings of fact and conclusions of law upon which his decision is based. The decision of the arbitrator shall be final and binding.
9. The arbitrator shall be bound by decisions of the New Jersey Public Employee Relations Commission, the decisions of the Courts of New Jersey and all New Jersey Statutes and Federal Laws.

E. Costs

The Costs 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 Borough and the Association. Any other expenses shall be borne by the party incurring such expense.

F Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself /herself, or at his / her 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.

G. Reprisals

No action of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any member of the Association or other participant in the grievance procedure by reasons of such participation.

H. Miscellaneous

1. All decisions rendered to the aggrieved persons at Levels One, Two or Three shall be in writing, setting forth the decision and the reason or reasons therefore and shall be transmitted promptly to the employee representative and the Association.
2. All documents, communications and record dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participant(s). The separate grievance file shall be kept under lock and key by the Borough's Human Resource Manager.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this procedure.

ARTICLE IV

EMPLOYMENT PROCEDURES

A. After completion of one hundred and ten (110) working days of service no employee shall be discharged, disciplined or reduced in rank or compensation without just cause. During the employee's initial 110-day working period, he or she shall be on probation and may be terminated by management for any valid reason.

B. Lay-offs

1. In the event of a reduction in force, employees shall be laid off in the reverse order of seniority of all employees in the classification, but shall retain bumping rights to a lower classification. Any employee laid off shall remain on a recall roster for a period of three years from the date of lay-off. Recalls shall be based on seniority and where seniority is equal in accordance with ability and job performance. In the higher classification recalls shall be based on seniority and job performance.
2. In the event that, within three (3) years of an employee's lay-off, a vacancy occurs, a laid off employee shall be entitled to a one-time recall thereto in order of seniority.

C. Determination of Seniority

1. One (1) year's service credit shall be earned by a first year (rookie) employee if he/she completes at least twenty-five (25) days of employment during the season. All other lifeguards must complete thirty-five (35) days of employment to receive a year's service credit.

D. Notification of Return

1. Each lifeguard shall be notified in writing, on or about January 15 of each year, regarding intention to return to work for the upcoming season. A second notification

shall issue approximately 3 weeks later. Failure of any lifeguard to respond to such notification by March 1 will result in termination unless approved in advance by the Commissioner responsible or the Chief.

E. Re-Certification Testing Procedure

1. Notice

Should the Borough elect to conduct a re-certification test for lifeguards, the Borough shall provide written notification to each lifeguard and to the Association no later than April 15th of the year in which the test is to be given. Included in the letter of notification shall be the following:

- a. Exact dates, times and location of such test. It is agreed that a minimum of two (2) testing dates shall be provided.
- b. Explanation of the test(s) to be given and the requirements needed in order to satisfactory complete the test(s).

2. Make-up Testing

In the event an employee is unable to participate in the test on either date due to previous commitments or due to temporarily residing outside of the area due to attendance at college, he shall notify the Chief in writing of his inability to attend the test and he shall be afforded an opportunity to make up said test upon his availability or return to the area. The time and date of such make-up test shall be agreed upon by the Chief or Captain and the employee.

3. An employee who fails any section of the re-certification is entitled to retake such certification one or more times as deemed reasonable by the Chief. It is further understood that said employee must retake each section of the re-certification on the

date of the retest. The date and time for such a retest will be agreed upon by the Director of Public Safety or his designee and the employee(s) retaking the test.

4. Criteria

It is further understood that the final criteria for the test will be solely determined by the Borough or its representative.

5. Compensation

Employees shall receive a minimum of two (2) hours pay for the time of attendance for the test. In the event an employee is required to remain longer than two (2) hours, he shall be compensated for each additional hour.

F. Employee Annual Training

The Longport Beach Patrol will hold an annual employee training session . These training sessions will be separate and distinct from re-certification sessions. This training session must be completed by all returning lifeguards prior to the beach patrol opening full time with all beaches open. Several training session dates will be provided during the month of June, and it will be the responsibility of each lifeguard to schedule their training session at Beach Patrol Headquarters. The training will consist of the following:

1. CPR Training
2. First Aid Training
3. Blood Borne Pathogens Training
4. Rip Tide and Rip Current Review
5. Basic Beach Patrol Operations
 - a. Beach Set up
 - b. Lifting & Moving Lifeguard Stand
 - c. Raising & Lowering Lifeboat
 - d. Moving Lifeboat

Training sessions will range between four and six hours. Lifeguards will be paid for a minimum of four hours or the length of the agenda if longer than four hours and will be expected to attend the full agenda. Any lifeguard failing to successfully complete the training day prior to the beaches opening full time will

not be scheduled to work until the training is successfully completed. This will ensure that all lifeguard personnel are fully trained and prepared to handle the day-to-day operations of the Beach Patrol.

G. Conduct

Conduct embarrassing or unbecoming to the Borough of Longport and/or the Longport Beach Patrol may be grounds for dismissal. Any Lifeguard in possession of or consuming alcoholic beverages, drugs or drug paraphernalia, while on duty, will be subject to discipline that may include at the sole discretion of management termination. In the event of any misconduct involving drugs or alcohol while on duty or any other substantial condition that may threaten the health and safety of Borough residents or visitors, management may suspend an employee without pay pending investigation. Should the investigation develop that the suspension has not been warranted then the pay lost will be reinstated.

ARTICLE V

WORK SCHEDULE

A. Work Year

1. As of July 1st of each year an employee must be available to work a minimum of five (5) days per week and will receive 1 year's service credit if they work 35 days. In order to receive a years service credit under the Longport Lifeguards Pension Plan an employee must receive 50 days service credit.

A. Guards receiving 47 days or more service credit but less than 50 days in a particular year and therefore not receiving a creditable year for pension qualification shall have the year restored to creditable pension year status if in the succeeding year the days credited for service exceed 50 by the amount of days short in the preceding year.

2. Guards with seven or more years service who apply within three years of no longer being available on a five day a week basis and who certify for the current season may be engaged annually for a period of five years for weekend and /or peak day duty. These guards will maintain the seniority status when last available on a five-day a week status and will not earn a years service credit for either seniority or pensions purpose. Theses guards will not receive step increases on the wage scale until they return to a five day a week status. These guards will be considered for re-engagement not only as function of seniority but also as a function of the number of the days of commitment and timing of those days. These guards will not have priority in scheduling over less senior guards who are available on a five day a week basis. These guards will have no entitlement to Personal and Sick Leave regardless of their seniority

status. The Chief will decide what portion of the uniform issue will be provided. All scheduling will be at the discretion of the Chief or Captain(s).

B. Work Week

The normal workweek shall be defined as any days up to five (5) within a seven (7) day period and/or hours up to a maximum of forty (40). If FLSA requires overtime for over forty (40) hours, this provision shall be changed to a five (5) day workweek up to a maximum of forty (40) hours. Any employee working a sixth day and totaling over 40 hours in a week shall be paid at a rate of time and one half of the regular pay for each hour worked over 40. It is understood that a lifeguard working a sixth (6th) day will be compensated at his/her overtime pay rate for those hours of the sixth day that cause the workweek to exceed forty (40) hours.

C. Work Day

The normal workday, inclusive of meetings and extra assignments, shall consist of up to eight (8) hours between the hours of 10 A.M. AND 6 P.M. Out of duty hours participation in races and competitive events are expected voluntary duty without pay. However on infrequent occasion the Chief or Captain at their sole discretion may call a muster meeting at 9:30 AM for coordination of the day's activity or to communicate special information. Individuals missing a muster for which they have received notice without an accepted excuse will be docked a half hours pay.

D. Recall

Any employee being recalled to duty outside of his/her normal work schedule, due to an emergency, shall be guaranteed a minimum of two (2) hours pay. Such time shall not be contiguous to the employee's normal work schedule.

E. Authority

All recall shall be at the authority of the Director of Public Safety or his/her designated agent.

F. Exchange of Days Off

Employees shall be permitted to exchange days off so long as adequate notice is given and that such exchange does not result in the payment of any overtime pay. Employees must submit a trade slip and have proper signatures to authorize exchange of days.

G. Early Dismissal

1. Any lifeguard or lifeguard officer who reports for work and whose services are not needed and/or is relieved from duty and sent home shall receive a minimum of one (1) hour's pay or pay for the time actually worked, whichever is greater and a days service credit for both seniority and pension purposes.
2. As deemed appropriate by the Chief or Captain(s) the force maybe resized to meet the needs of inclement weather or bather load through the solicitation of volunteers for early dismissals. The Chief or Captain(s) may offer various incentives by time of day to encourage lifeguards and lifeguard officers to volunteer. Employees accepting will receive a day's service credit for both seniority and pension purposes. Generally, voluntary programs will be initiated prior to employment of the terms of mandatory programs.

H. Overtime

1. Scheduled overtime shall be based upon a seniority list, which shall be posted and shall be paid in accordance with applicable law. All lifeguards on the list shall be offered overtime in that order before returning to the beginning of the list.

2. Incident dependent overtime will be at the discretion of the Chief, Captain or appropriate Lifeguard Officer with regard to incident involvement.

ARTICLE VI
CLOTHING, EQUIPMENT AND FACILITIES

A. Uniforms and Equipment

The Borough shall continue to provide employees with the necessary uniforms for the performance of their duties. Such uniforms shall consist of the following items and shall be provided to each employee at no cost to the employee as per the following schedule: The Chief will select items in consultation with representatives of the LLA.

1. During your Rookie Year as a Lifeguard, you will receive the following Uniform items: 1 – tank top

1 – T-shirt

1 – long sleeved T-shirt

1 – pair of board shorts

1 – baseball cap or hat with emblem

1 – jacket with emblem

1 – sweat suit with emblem

In order to receive full uniform as a Rookie Lifeguard, the new employee must work ten (10) days. If a Rookie Lifeguard leaves prior to completing 25 days service, he/she must repay the Borough \$75.00, which will be deducted from the last paycheck. A consent and authorization statement to deduct monies owed from last paycheck will be obtained from each rookie.

2. All other Lifeguards will receive the following items every year:

1 – tank top

1 – T-shirt

1 – long sleeved T-shirt

1 – pair of board shorts

1 – baseball cap or hat with emblem

3. After two years of service, Lifeguards shall be eligible to receive, on an alternating year basis, one of the following:

1 – sweat suit with hood

1 – jacket with emblem

At the discretion of the Chief or Director of Public Safety, any uniform that is damaged, destroyed, stolen or lost in the line of duty shall be replaced by the Borough at no cost to the employee.

B. Miscellaneous Equipment

The Borough shall supply the following items to each Guard at no cost to the guard, on the first day of work each year:

Whistles – maximum of two (2) per person (additional whistles are available at \$1.00 per whistle)

Sunscreen – up to four (4) tubes per season upon turn in of empty tube. The best protection available as decided by the Chief with consultation with a designated representative of the Lifeguard's Association..

Zinc oxide – one (1) tube each season or equivalent.

Management may obtain signed statements by each employee advising their understanding that sun exposure can be harmful and cause cancer and the issued Sunscreen is a helpful guard against sun exposure.

B. One Umbrella will be provided to 11 stands in 2008 and be replaced on a fair wear and tear basis thereafter.

C. Lifeguards and lifeguard officers are expected to take reasonable care of issued items.

Excessively faded or worn items maybe turned in for consideration for a “fair wear and tear” exchange.

D. Lifeguards are required to report for duty with a full uniform. Components worn should be donned so as to present a professional appearance. Whistles must be immediately available.

Lifeguard officers may dock lifeguards who report without the appropriate issued items.

E. Lifeguards and lifeguard officers are subject to the Borough’s policy on progressive discipline as described in the appropriate Employee manual. Any discipline administered will be documented using the Personnel Action Form for disciplinary action.

ARTICLE VII
ASSOCIATION RIGHTS

A. Information to Association

The Borough shall make available to the Association for inspection, all public financial records and data, and information in the public domain pertinent thereto of the Borough, upon request.

B. Release Time for Meetings

Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings which relate to Association business with the Borough, he shall suffer no loss in pay; however, it is agreed that such negotiations, grievance proceedings, conferences or meetings shall be subject to mutual scheduling by the Borough or its representatives and the Association. In the case of a grieved matter in which particular employee(s) are required to appear and that meeting is scheduled for a day the particular employee(s) is also scheduled to work then the employee(s) shall be paid for their normally scheduled hours.

C. Bulletin Boards

Borough shall permit the Association, subject to the approval of the Chief, the use of bulletin boards located in the lifeguard station/headquarters for purposes of posting notices concerning Association business and activities.

D. Pension Statements

The Borough shall provide to Longport Lifeguard Association (LLA) and the Lifeguard Pension Management Committee (LPMC) by November 1 of each year a listing of all lifeguards and lifeguard officers serving in the current year to include the number of days worked, indications of qualifying years service for seniority and pension purposes and the amount of deductions for LLA dues. By January 31st of the subsequent year the Borough Chief Financial officer will certify to the LLA and the LPMC that

employee contributions and Borough contributions were forward in accordance with the instructions of the LPMC.

ARTICLE VIII

LEAVES OF ABSENCE

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

1. Personal & Sick Leave

a. Personnel hired prior to the summer of 2007

Personal days will be made available for the coordination of individual needs and may be scheduled or taken in half-day increments. Personal & Sick days will be available in paid and unpaid status. Sick days with pay require appropriate medical documentation or other information acceptable to the Chief or a Captain to receive payment. Personal & Sick days with and without pay will not count towards days of service credit for seniority, incentive pay, EMT stipend and pension purposes,

Each employee shall be entitled to the paid leave following:

	Personal & Sick
After four (4) years of service.....	1
After seven (7) years of service.....	2
After ten (10) years of service.....	3

b. Personnel hired in the summer of 2007 and thereafter

Each employee shall be entitled to the paid leave following:

	Personal & Sick
After seven (7) years of service.....	2
After ten (10) years of service.....	3

Lifeguards will not be entitled to paid personal or sick leave until the guard has seven creditable years for seniority.

c. Personal and sick leave may be granted at the discretion of the Chief in an unpaid status.

d. Individual electing to not use their Personal or not requiring use of their sick leave shall be eligible to offer their leave for buyback at the end of the season at the discretion of the Chief. Said payments will be made at the end of the season in the same pay check as the Incentive payments.

2. Notice

An employee taking a sick day shall notify through the LPBP Headquarters the Chief or Captain or his/her designee no later than one half hour prior to the start of the workday. It is further understood that the Borough may contact such an employee during the day.

3. Bereavement Leave

Each employee shall be entitled up to five (5) days of paid bereavement leave, with prior notification and approval by the Chief in the event of death in the immediate family. Immediate family is defined as mother, father, spouse or child, brother or sister or step parent or sibling living in the same permanent domicile. One (1) day of paid bereavement leave with prior notification to the Chief or Captain shall be provided for family members as follows: mother-in-law, father-in-law, aunt, uncle, grandmother and grandfather. Additional unpaid time may be granted with the permission of the Director of Public Safety or his designated agent.

4. Military Leave

Employees and the Borough have a mutual responsibility to facilitate Military Service through the accurate and timely exchange of information. Military service is defined as service in active or reserve components of the US Army, US Navy, US Marine Corps, US Air Force, US Coast Guard or the National Guard. Leaves will granted as follows:

- a. Inactive duty for Training. Lifeguards and Lifeguard Officers who are serving in the reserve components may be excused from the schedule for attendance at scheduled events. Reasonable efforts will be made to reschedule the individual's shifts in order that the lifeguard work is made up. However should employee fall short of achieving a qualifying year for seniority or pension purposes then his or her days of military service in addition to days of beach patrol service shall be credited towards the attainment of seniority and pension creditable years service.
- b. Active Duty for Training. Lifeguard and Lifeguard Officers scheduled for not more than 18 days training as result of their service in a reserve component and or Reserve Officer Training Corps will be excused from the beach patrol schedule for the period of that training. However should the individual fall short of achieving a qualifying year for seniority or pension purposes then his or her days of military service in addition to days of beach patrol service shall be credited towards the attainment of seniority and pension creditable years service.
- c. Active Duty for National or State Emergency. Lifeguard or Lifeguard Officers who are involuntarily/Ordered to active duty after the individual has reported for the season and worked at least one day for National or State emergency

will receive a paid leave of absence for the duration of the emergency or until said paid leave would bring the individual to adequate days service for seniority advancement. Presentation of the actual Orders for Military service is required as documentation.

d. Voluntary service of extended duration. Lifeguards and Lifeguard officers who enlist or are commissioned for service will be eligible for engagement following completion of their service. Recertification will be required. Upon recertification, the employee shall be entitled to credit for the term of military service toward his or her years of beach patrol service for seniority purposes.

5. Any leave of absence, in addition to those described above, shall be at the discretion of a committee consisting of: the Director of Public Safety, and the Beach Patrol Chief and Captains. All requests for leave must be submitted in writing to the Beach Patrol Chief by May 1st of the year in question. All requests shall be reviewed on a case-by-case basis.

ARTICLE IX
COMPENSATION

A. **Court Time** If an employee is required to appear in court on Borough related business or for any reason arising out of his/her employment as a lifeguard on his/her days off during the summer employment season, he/she shall be compensated at the overtime rate of pay to the extent that his or her hours for the week exceed 40 hours. Otherwise the employee shall receive compensation at the regular rate of pay.

B. **Salaries**

Seniority	2006	3.3	2007	3.0	2008	3.0	2009	3.2	2010
1	\$70.53		73.00		75.19		77.45		79.92
2	\$73.69		76.00		78.28		80.63		83.21
3	\$80.16		82.00		84.46		86.99		89.78
4 and 5	\$90.07		92.00		94.76		97.60		100.73
6 and 7	\$98.15		100.00		103.00		106.09		109.48
8 and 9	\$107.60		111.00		114.33		117.76		121.53
10 thru 14	\$120.09		126.00		129.78		133.67		137.95
15 or above	\$126.27		132.00		135.96		140.04		144.52
Lieutenants	\$144.99		152.00		156.26		161.26		166.42
Boat House	\$120.09		126.00		129.78		133.67		137.95

C. **CPR and First Aid Certification**

1. All employees holding a current and valid certification in CPR and First Aid shall receive a stipend of three dollars (\$3.00) for each day worked payable with their regular paycheck. This stipend is bundled into the table in section B above.
2. All employees shall hold certification in CPR and First Aid. Training for same shall be by a certified instructor and conducted in accordance with Red Cross or American Heart Association standards and shall be in compliance with the South Jersey Lifeguards Chiefs' Association and all employees shall be compensated for the time spent in training. Proof of valid certification will be required prior to the payment of stipends.
3. Any employee not holding certification in CPR and First Aid will not be allowed to work after the fourth of July until the training is complete as per SJCA guidelines. It is agreed that the Borough will provide a minimum of two (2) dates for this training. It is further agreed that the Borough will provide this training to any newly hired lifeguards during "Rookie School".
4. Up to four lifeguards, not including the Chief and the Captain, may earn a \$2.00 per day stipend if they are certified as an instructor of CPR and First Aid by the Red Cross or American Heart Association provided that they present to Chief by Memorial Day evidence of this certification and they certify that they will perform as instructors both in the beginning of the season and for ongoing refresher training in accordance with training schedules developed by the Chief or Captain. In the event that more than four lifeguards present these credentials seniority will be considered but the Chief's discretion will prevail.
5. Up to four lifeguards, not including the Chief and the Captain, may earn a \$2.00 per day stipend if they are certified as an instructor of Advanced Rescue Swimmer by the NJ

State Police or other appropriate certifying body provided that they present to Chief by Memorial Day evidence of this certification and they certify that they will perform as instructors both in the beginning of the season and for ongoing refresher training in accordance with training schedules developed by the Chief or Captain. In the event that more than four lifeguards present these credentials seniority will be considered but the Chief's discretion will prevail.

D. Incentive Pay

1. Any employee available for work on a five day a week basis by the 4th of July and working through Labor Day weekend for a total of 35 days service at least 10 of these 35 days must be between August 15th and Labor Day shall receive an additional three dollars (\$3.00) per day for each day worked that season including Labor Day, payable in one lump sum in their final pay check. In the years 2009 and 2010, this incentive pay will be an additional four dollars (\$4.00) per day. This calculation shall not include personal and sick time pay.
2. All above-noted Lifeguards must be available to work at the discretion of the Chief .

E. EMT

Any employee certified as an EMT must be willing to and use his/her EMT skills and training in the event of an emergency on the beach shall receive a total additional stipend of \$300.00 if such employee works a minimum of forty (40) days in the season.

F. Retroactivity provisions.

a. Individuals receiving step increases and individuals who did not receive step increases in 2007 prior to the acceptance of this contract, will receive increases on a retroactive basis for the entire 2007 season.

b. All individuals employed in the 2008 season will be paid in accordance with the table above detailing 2008 wages.

ARTICLE X

MISCELLANEOUS PROVISIONS

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, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Borough and a member of the unit hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

C. The Borough and the Association agree that there shall be no discrimination, and that all practices, procedures and policies shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, sex, creed, color or religion.

D. Copies of this agreement shall be made at the expense of the Borough within sixty (60) days of execution or May 1, whichever is later, after the Agreement is signed. Copies shall be provided to the Association upon request.

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

- a. If by the Association, to the Borough at the Borough' Municipal Building, c/o the Commissioner and Director of Public Safety.
- b. If by the Borough, to the Association c/o The President at his/her home address.

F. The Borough agrees to deduct from the salaries of its employees, dues for the Longport Lifeguard Association, Inc. for each employee who individually authorizes the Borough to so deduct and the Borough further agrees to deduct a representation fee of 85 % of the LLA dues from those who decline LLA membership. The Association agrees to hold the Borough harmless in the event of liability, or any other actions of its agents and employees pursuant to this Article. These deductions will be processed from the second paycheck in July or the next paycheck thereafter. To facilitate this action, LLA will use its reasonable efforts to submit signed membership rosters in early July.

ARTICLE XI
DRUG TESTING

The Borough and the Association are in agreement that the Borough including the Mayor and Commissioners, the Chief of Police and Police officers, and the Beach Patrol Chief and Captain(s) and the Lifeguard Officers have a responsibility to act on any reasonable suspicion of Drug Abuse. The responsibility to act shall include the responsibility to arrange for drug testing on as immediate basis as possible and reporting these suspicions to the Commissioner responsible for Public Safety.

1. The Director of Public Safety and the Chief or Captains of the Beach Patrol shall have the right to require a drug test prior to engagement and during the season when a reasonable suspicion exists. Employees failing a drug test shall have the right to request and take a second test within seven (7) days. Employee passing such second test shall suffer no loss of pay or seniority. Failure of such second test shall result in discharge. Completion of a certified rehabilitation program within one (1) year and passing a pre-season test shall entitle an individual for re-employment consideration.
2. Employees shall suffer no loss of pay or seniority due to lab mistake resulting in an erroneous positive result.
3. Each employee, upon request, can receive a copy of the lab report and results.
4. The results of all tests shall remain confidential. These results will be maintained in separate confidential files under the control of the Borough Human Resource Manager.
5. Nothing contained herein shall be constructed to deny any employee any rights he/she may have under law, nor preclude him/her from challenging the findings of any drug test and/or actions by the Borough based upon those findings utilizing the grievance procedure set forth in this Agreement.

5. In the conduct of any Drug Testing the Borough will use its reasonable efforts to avoid embarrassment and to achieve confidentiality by conducting testing in an off site location.

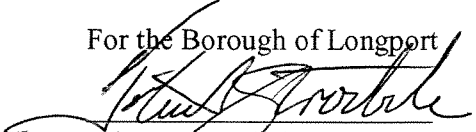
ARTICLE XII

DURATION

This Agreement shall be in effect from January 1, 2007 and shall continue in effect until December 31, 2010. If the parties have not executed a successor Agreement by December 31, 2010 then this agreement shall continue in full force and effect until a successor Agreement is executed. This Agreement shall not be extended or amended orally.

IN WITNESS WHEREOF, the parties cause this Agreement to be signed by their respective officials.

For the Borough of Longport



John A. Stroebele,
Commissioner of Public Affairs and Public Safety

10/29/07

Date

Witnessed by:

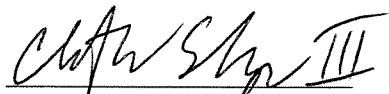


Chief Daniel E. Adams



CPT Patrick Armstrong

For the Longport Lifeguard Association :



Cletus W. Schwegmann III

11/7/07

Date



Eric T. Grimley

11/9/07

Date

Witnessed by:



Charles Reale

11/7/07

Date