

**AGREEMENT**

**BETWEEN**

**THE LONGPORT**

**LIFEGUARD ASSOCIATION, INC.**

**AND**

**THE BOROUGH OF LONGPORT**

**JANUARY 1, 2023 TO DECEMBER 31, 2025**

## Table of Contents

| ARTICLE | TITLE                              | PAGE |
|---------|------------------------------------|------|
|         | Preamble                           | 3    |
| I       | Recognition                        | 3    |
| II      | Negotiation Procedure              | 5    |
| III     | Grievance Procedure                | 6    |
| IV      | Employment Procedures              | 10   |
| V       | Work Schedule                      | 15   |
| VI      | Clothing, Equipment and Facilities | 19   |
| VII     | Association Rights                 | 22   |
| VIII    | Leaves of Absence                  | 24   |
| IX      | Compensation                       | 28   |
| X       | Miscellaneous Provisions           | 32   |
| XI      | Drug Testing                       | 33   |
| XII     | Workers' Compensation              | 40   |
| XIII    | Duration of Agreement              | 42   |

## **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. The Chief and any Captains and all other non-lifeguard employees of the Borough not specifically enumerated above are specifically excluded from the Longport Lifeguards Association, Inc.

C. The Association recognizes that the lifeguard work offered by the Borough is seasonal and temporary in nature and not consider permanent employment notwithstanding that a member may re-certify annually for each season.

D. The Association acknowledges the Borough's right to publish a Personnel Policy and Procedures Manual ("Manual"). The Borough and the Association recognize that federal and state law and this contract supercede the 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 Manual will act as a guide to all personnel. Copies of the Manual will be available in the Chief's office. Should the Borough find it necessary to update this Manual, the Association drafts will be furnished with a notice of change and a draft of the Manual. The Association has forty-five (45) days from receipt of this notice of change to identify any change that it deems a material change to a term or condition of employment and that which the Association wishes to negotiate. In the absence of such identification by the Association, 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. 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.

B. 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.

C. If no agreement is reached at least 30 days prior to the expiration of the term of this agreement:

(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.

(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**

**Purpose:**

1. The purpose of the grievance procedure is to secure an informal and equitable resolution to any dispute which may arise affecting the terms and conditions of this Agreement 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.
3. A grievance may be raised by an employee or by the union.

**Procedure**

1. 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.
2. The time limits specified may be extended or otherwise modified in furtherance of the purposes of this agreement.
3. In the event a 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.

**LEVEL ONE** – Chief or Captain(s) of the Beach Patrol

A grievance to be considered under this procedure shall be initiated by employee within five (5) calendar days of its occurrence and submitted in writing to the Chief or a Captain of the Beach Patrol. A written response shall be made by management within ten (10) calendar days after the receipt of the grievance.

**LEVEL TWO** – Commissioner appointed Director of Public Safety/or Designee

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 written decision 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.

**Authority of the Arbitrator**

1. 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 mutually agree upon an 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, either party may request for the New Jersey Employee Relations Commission to designate an arbitrator.

2. The arbitrator shall function in accordance with the rules and procedures of the New Jersey Public Employee Relations Commission.
3. The arbitrator shall limit himself/herself to the issue before him/her and consider nothing else. He/she 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/her decision is based. The decision of the arbitrator shall be final and binding.
4. 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.
5. 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.

### **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.

### **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.

### **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 in a secure and locked location by the borough 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.

## **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 for any lawful reason.

B. If a vacancy occurs within three years of an employee's lay-off, the laid off employee shall be entitled to a one-time recall in order of seniority.

C. 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. Employees shall be recalled on the basis of the employee's seniority. When employees' seniority is equal, then the employees shall be recalled on the basis of job performance.

#### **D. Determination of Seniority**

A first year (rookie) employee shall earn one year of service credit if he completes at least twenty-five (25) days of employment during the season. All other lifeguards must complete thirty-five (35) days of employment during a season to receive a year's service credit.

#### **E. Notification of Return**

On or about January 15th of each year, each lifeguard shall be notified by E-Mail regarding the intention to offer employment for the upcoming season. A second notification shall issue approximately three weeks later. The failure of any lifeguard to respond to such

notification by March 1st will result in termination unless approved in advance by the responsible Commissioner/Designee or the Chief.

F. Transfer of experience Lifeguard from another Jurisdiction

1. The Beach Patrol Chief has the option of hiring an experience Lifeguard from another jurisdiction should one apply for the position of Lifeguard in the Borough of Longport.

2. The Beach Patrol Chief shall have the ability to slot the transfer Lifeguard at salary scale not to exceed the individual years of experience.

3. The Beach Patrol Chief will establish seniority credits up to 50 % of service time at previous employment.

4. Seniority credits would be for the purposes of scheduling purposes only.

5. For pension purposes, transferring employees will not be given any credits towards pension and would have to go through the probationary process as all new employees go through.

G. Re-Certification Testing Procedure

1. Should the Borough elect to conduct a re-certification test for lifeguards, the Borough shall provide notification by email to each lifeguard and to the Association no later than April 15<sup>th</sup> of the year in which the test is to be given. Notification shall include the following:

a. The exact dates, times and location of such test, with a minimum of two testing dates provided.

b. An explanation of the test(s) to be given and the requirements needed to satisfactorily 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 temporarily residing outside of the area due to attend school, he shall notify the Chief in writing of his inability to attend the test and he shall be afforded an opportunity to take 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/her designee and the employee(s) retaking the test.

4. The final criteria for the test shall be solely determined by the Borough or its representative.

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

## H. Employee Annual Training

The Longport Beach Patrol will hold an annual employee training session ("Annual Training"). The Annual Training will be separate 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 dates will be provided during the month of June, and

it will be the responsibility of each lifeguard to schedule their Annual Training 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
6. NJ Safe Training

Annual Training 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 who fails to complete the Annual Training prior to the beaches opening full time will not be scheduled to work until the training is completed.

### I. Conduct

The Borough requires all employees, including the lifeguards, to maintain acceptable conduct while employed by the Borough. If an employee engages in unacceptable conduct while on duty, the employee may, at the sole discretion of management, be subject to discipline, up to and including termination of employment. Such conduct includes, but is not limited to, the following: conduct embarrassing or unbecoming to the Borough of Longport and/or the Longport Beach Patrol, possession of or consumption of alcoholic beverages or drugs or drug paraphernalia. In the event of any misconduct involving drugs or alcohol while on duty or any other conduct that may threaten the health and safety of Borough residents or visitors, management may suspend an employee without pay pending

investigation. Should the investigation determine that the suspension was unwarranted then the employee shall be reimbursed for any lost pay during the period of suspension. All Beach Patrol members while in Uniform when off duty are expected to conduct themselves in a professional manner and not engage in any conduct which may be considered embarrassing or detrimental to the image of the Beach Patrol and/or the Borough of Longport. Any Beach Patrol member engaging in such conduct is subject to discipline as determined by the Chief of the Beach Patrol including, but not limited to, termination.

**ARTICLE V**  
**WORK SCHEDULE**

**A. Work Year**

1. The Work Year shall run from January 1 through December 31 of the calendar year. As of July 1<sup>st</sup> of each year an employee must be available to work a minimum of five days per week. The duration of this minimum five day a week requirement will be left to the discretion of the Chief based upon business need.

2. Guards with seven or more years of service who are no longer available to work five days a week may apply for weekend and/or peak day duty. This application will be considered based upon the following requirements:

a. The application is made within three years of no longer being available on a five day a week basis.

b. The Guard must certify for the current season.

If the Guard meets the aforementioned criteria and the application is granted, it will be subject to the following parameters:

a. The Guard may be engaged annually for a period of five years only for weekend and/or peak day duty.

b. The Guard's seniority status when last available on a five day a week status and will not earn years of service credit for either seniority or pension purpose.

c. The Guard will not receive step increases on the wage scale until they return to a five day a week status.

d. The Guard will be considered for re-engagement not only as a function of seniority but also as a function of the number of days of commitment and timing of those days.

e. The Guard will not have priority in scheduling over less senior guards who are available on a five day a week basis.

f. The Guard will have no entitlement to Personal and Sick Leave regardless of their seniority.

3. All scheduling will be at the discretion of the Chief or Captain(s).

## **B. Service Credit**

1. Seniority Purpose: A Guard will receive one year's service credit for seniority purposes if they work a minimum of thirty-five days in the work year. Guards who work only weekend or peak day duty will maintain their seniority status when last available on a five-day a week status. They will not earn one year's service credit for seniority purpose.

2. Pension Purpose:

a. In order to receive one year's service credit under the Longport Lifeguards Pension Plan an employee must work 45 full days in the "current season". Current season shall be defined as from May 25<sup>th</sup> until September 15<sup>th</sup> of the same calendar year. Employment with any other municipality or government unit as a lifeguard unit as lifeguard will not be counted in determining an individual's Year of Service for this plan.

b. Guards who work weekend or peak day duty will maintain their seniority status when last available on a five-day a week status. They will not earn one year's service credit for pension purpose.



### **C. Work Week**

The normal workweek shall be defined as any combination of days up to five within a seven-day period and/or up to a maximum of forty hours. If federal or state law requires overtime for over forty hours, this provision shall be changed to a five-day work week up to a maximum of forty hours. Any employee working a sixth day and over 40 hours in a week shall be paid at a rate of time and one half of the regular pay for each hour over 40 hours.

### **D. Work Day**

The normal workday, inclusive of meetings and extra assignments, shall consist of up to eight hours for the following work shifts between the hours of 10:00 a.m. and 6:00 p.m., between the hours of 9:00 a.m. and 5:00 p.m., and between the hours of 12:00 p.m. and 8:00 p.m. (ALERT SHIFT). Participation in races and competitive events are expected voluntary duty without pay. On occasion the Chief or Captain at their sole discretion may call a meeting at 9:30 a.m. for coordination of the day's activity or to communicate special information. Individuals who miss a meeting for which they received notice without an accepted excuse will be subject to discipline without right to grievance procedure.

### **E. Recall**

Any employee being recalled to duty outside of his normal work schedule, due to an emergency, shall be guaranteed a minimum of two hours pay. Recall time shall not be considered as contiguous to the employee's normal work schedule.

### **F. Authority**

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

## **G. 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.

## **H. 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 hour's pay of pay for the time actually worked, whichever is greater, and one day's service credit for both seniority and pension purposes.

2. As deemed appropriate by the Chief or Captain(s) the force may be reduced due to inclement weather or bather load through the solicitation of volunteers for early dismissal. The Chief or Captain(s) may offer various incentives to encourage lifeguards and lifeguard officers to volunteer for early dismissal. Employees who volunteer for early dismissal will receive one day's service credit for both seniority and pension purposes. Generally, voluntary early dismissals will be initiated prior to implementing mandatory early dismissals.

## **I. Overtime**

1. Overtime shall be scheduled chronologically according to a seniority list, which shall be posted. All lifeguards shall be offered scheduled overtime in the order of the seniority list.

2. Incident dependent overtime will be at the discretion of the Chief, Captain or Lieutenant.

## **J. Race Pay**

1. Each year the Borough of Longport host lifeguard racing events that are sanctioned by the South Jersey Chiefs Association.
2. Lifeguards who are assigned to work these races shall be paid two (2) hours straight time pay for this assignment. Should the assignment exceed two hours in duration, the Chief of Beach Patrol shall have the option of paying additional straight time to those who work beyond the two (2) hour requirement.
3. It is understood that the Lifeguards are expected to work the full two hours.

## **ARTICLE VI**

### **CLOTHING, EQUIPMENT AND FACILITIES**

#### **A. Uniforms and Equipment**

The Borough shall provide employees with uniforms at no cost to the employee. Such uniforms shall consist of the following:

A Rookie Lifeguard will receive the following once he or she has worked ten days:

- 2 – hooded long sleeve T-shirts
- 2 – T-shirt
- 2 – long sleeved T-shirt
- 2 – pair of board shorts/bathing suit (Females)
- 1 – baseball cap or hat with emblem
- 1 – jacket with emblem
- 1 – sweat suit with emblem

If a Rookie Lifeguard leaves prior to completing 25 days service, he or she must repay the Borough the cost of uniforms supplied, which will be deducted from the last paycheck. A consent and authorization statement to deduct monies owed from last paycheck shall be obtained from each Rookie Lifeguard upon hire. Returning Lifeguards will be permitted to select items from prescribed list of uniform clothing authorized by the Chief of Beach Patrol. The returning Lifeguard will be permitted to select items up to an amount determined by the Chief of Beach Patrol. This amount will be equivalent to what has been provided in years past. It is further understood that no other items may be worn as a substitute of authorized uniforms approved by the Chief of Beach Patrol.

After two years of service lifeguards shall be eligible to receive one sweat suit with hood every non-jacket year.

After two years of service lifeguards shall be eligible to receive, every third year, one jacket with emblem. Lifeguards are not to receive a jacket in consecutive years.

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**

- A. The Borough shall supply the following items to each Lifeguard at no cost, on the first day of work each year:

Whistles – maximum of two per person (additional whistles are available at cost).

Sunscreen – up to four tubes per season upon return of the empty tube. The sunscreen provided will be the best protection available as decided by the Lifeguard's Association

Research and Development Committee.

Zinc oxide – one tube, or equivalent, each season

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. Each stand will be provided an umbrella 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 may be returned and a “fair wear and tear” exchange may be considered.

D. Lifeguards are required to report for duty with a full uniform. Components should be worn so as to present a professional appearance. Whistles must be immediately available. Lifeguard officers may discipline 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 31<sup>st</sup> 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. 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 of a Captain to receive payment. 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 as follows:

|                                       | <b>Personal &amp; Sick</b> |
|---------------------------------------|----------------------------|
| After four (4) years of service.....  | 1                          |
| After seven (7) years of service..... | 2                          |
| After ten (10) years of service.....  | 3                          |

Individuals 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. Said payments will be made at the end of the season in the same pay check as the Incentive payments.

##### **b. Personnel hired in the summer of 2007 and thereafter**

Each employee shall be entitled to paid leave as follows:

|                                        | <b>Personal &amp; Sick</b> |
|----------------------------------------|----------------------------|
| 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. Unpaid Personal and sick leave may be granted at the discretion of the Chief.
- d. The individual electing not to 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. 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: stepmother, stepfather, 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. Upon presentation of appropriate military orders or documentation, Leaves will be granted as follows:

- a. Inactive duty for Training. Lifeguards and Lifeguard Officers who are serving in the reserve components may be excused from work for attendance at scheduled events. Reasonable efforts will be made to reschedule the individual's shifts. However should the employee be 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 no 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 an individual be 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 order involuntary 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.

- 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 1<sup>st</sup> 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**

|              | Borough of Longport<br>Lifeguard Wage Scale |             |             |
|--------------|---------------------------------------------|-------------|-------------|
|              | 3.50%                                       | 3.50%       | 3.50%       |
| Seniority    | <b>2023</b>                                 | <b>2024</b> | <b>2025</b> |
| 1            | 138.00                                      | 142.83      | 147.83      |
| 2            | 139.00                                      | 143.87      | 148.90      |
| 3            | 140.00                                      | 144.90      | 149.97      |
| 4 and 5      | 141.00                                      | 145.94      | 151.04      |
| 6 and 7      | 144.69                                      | 149.75      | 154.99      |
| 8 and 9      | 160.63                                      | 166.25      | 172.07      |
| 10 thru 12   | 180.63                                      | 186.95      | 193.50      |
| 13 and 14    | 186.73                                      | 193.27      | 200.03      |
| 15 thru 17   | 190.41                                      | 197.07      | 203.97      |
| 18           | 195.86                                      | 202.72      | 209.81      |
| Senior Guard | 201.31                                      | 208.36      | 215.65      |
| Lieutenants  | 218.35                                      | 226.00      | 233.91      |
| Boat House   | 180.63                                      | 186.95      | 193.50      |

The Position of Senior Guard will be phased out through attrition.

### **C. CPR and First Aid Certification**

1. All employees shall hold certification in CPR and First Aid. Training for same shall be by a certified instructor and conduct to 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.

2. 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 dates for this training. It is further agreed that the Borough will provide this training to any newly hired lifeguards during "Rookie School".

3. Up to four lifeguards, not including the Chief and 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 scheduled 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 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.

6. Up to ten lifeguards, not including the Chief and Captain, may earn \$3.00 per days stipend beginning January 1, 2014 if they are certified as a Water Rescue Technician by the NJ State Police provided that they present to the Chief by Memorial Days evidence of this certification. In the event that more than ten lifeguards present these credentials seniority will be considered, but the Chief's discretion will prevail.

7. Up to seventeen (17) lifeguards, not including the Chief and Captains, may earn \$ 3.00 per day stipend for the 2023 and for the 2024 season and may earn \$ 4.00 per day stipend for the 2025 season if they are certified as a jet ski operator, provided they provide proof of Boat License certification to the Chief of Beach Patrol. In the event that more than seventeen (17) lifeguards present these credentials, seniority will be considered, but the Chief's discretion will prevail.

#### **D. Incentive Pay**

1. Any employee available for work five days a week from at least July 4<sup>th</sup> through Labor Day weekend, for a total of 35 days service with at least ten of these 35 days worked between August 15<sup>th</sup> and Labor Day, shall receive an additional thirteen dollars (\$13.00) per day for the 2023 season, fourteen dollars (\$14.00) per day for the 2024 season, fourteen dollars (\$14.00) for the 2025 season for each day worked that season

including Labor Day, payable in one lump sum in their final pay check. This calculation shall not include personal or sick pay.

2. Any employee not meeting the requirements listed in section D1 may qualify for Alternative Incentive Pay. Any employee not meeting the requirements listed in section D1 but has earned their service credit days (25 days for a first-year employee and 35 days for an employee with two (2) or more years' experience) will be eligible to earn a daily stipend during Labor Day Weekend by working the Saturday and Sunday directly preceding Labor Day, as well as Labor Day. The Employee must work all three days of Labor Day weekend to be eligible for this stipend. The stipend will be paid out at \$ 70.00 per day worked during this three-day period for the 2023 season, \$ 71.00 per day worked during this three-day period for the 2024 season and \$ 72.00 per day worked during this three-day period for the 2025 season. This payment will be paid as one lump sum in the employee's final paycheck for the given season.

## **E. EMT**

Any employee certified as an Emergency Medical Technician (EMT) and must be willing to use his EMT skills and training in the event of an emergency on the beach and shall receive a total additional seasonal stipend of \$550 for the 2023 season, \$575 for the 2024 season, \$600 for the 2025 season if such employee works a minimum of forty (40) days in the current season.

## **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. 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.

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

D. 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.

E. 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. 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 submitted signed membership rosters in early July.

- F. The Longport Lifeguard Association, Inc. agrees to notify the Borough of Longport by January 31<sup>st</sup> each year who the Officers are and what position they hold for the Association along with providing a method for contact.
- G. The Borough has joined the Temporary Disability Insurance under the State of New Jersey as of January 1, 2017. The Association agrees to this and understands that this will require an additional tax to be included in their payroll deductions. The rate is determined by the State of New Jersey yearly.

## **ARTICLE XI**

### **DRUG TESTING**

#### **1. Definitions**

- (a) The term "drugs" includes narcotic drugs, controlled dangerous substances as by the New Jersey Controlled Dangerous Substances Act, NJSA 24:21-1-1 et seq.; controlled dangerous analogs as defined by the Comprehensive Drug Reform Act of 1987, NJSA 2C:35-1, et seq.; and any controlled substance as defined by the Federal Comprehensive Drug Abuse and Control Act, 21 U.S.C. 801 et seq., and as further specified in 21 C.F.R. 1301 et seq., setting forth the Schedules of Controlled Substances, specifically Schedules I, II, III, IV and V; and any other illegal substances. The term drug(s) does not include alcohol or [,] alcoholic beverages [or legally obtained and ingested cannabis.];
- (b) The term "medication means a legally obtained over-the-counter and/or prescription medicine or other substance which is being lawfully taken or used

pursuant to the direction or prescription of a duly qualified professional and licensed physician or other healthcare provider the reasons and for the reasons and in the manner prescribed.

- (c) For the purpose of this policy, the term "Lifeguard(s)" includes all Rookies, Lifeguards, Senior Guards and Lieutenants of the Borough of Longport Beach Patrol.
- (d) The term "Borough" means the Borough of Longport and all its departments;
- (e) "Beach Patrol" shall mean the Borough of Longport Beach Patrol;
- (f) The term "Candidate(s)" refers to those person who are prospects for employment as a member of the Borough of Longport Beach Patrol;
- (g) A "negative" drug test result is one that discloses no illegal presence of drugs in accordance with the testing parameters;
- (h) "Reasonable suspicion" exists when there are sufficient facts and circumstances present to lead a reasonable person under like circumstances to believe that a Lifeguard is illegally using drugs at any time. Sufficient facts and circumstances may consist of, among other things; excessive absenteeism, poor job performance, poor attitude, irritability, inappropriate altercations with beachgoers, citizens of the Borough, fellow Borough of employees, emergency personnel, or others.; forgetfulness, slurring of speech, glassy-eyed appearance, inability to focus on the task at hand, lack of coordination, observation of drugs or drug paraphernalia on a lifeguard's person or locker, observation of a Lifeguard taking drugs whether on duty or not, overhearing conversations where a Lifeguard admits to drug use, signs and symptoms of depression, suicide talk/behavior, or other facts and circumstances which reasonably indicate the possession or use of drugs. The foregoing are factors which may be used to determine reasonable suspicion. However, determinations of reasonable suspicion will be made on a case-by-case basis and based on all the attendant facts and circumstances.

## 2. Disclosure of Medications and Drug Use

All lifeguards must disclose their use of any and all medications that may impair their ability to safely perform their duties to Chief of Beach Patrol, who shall record same in Confidential Log. Failure to comply with this disclosure requirement shall subject the Lifeguard to discipline.

All Lifeguards shall report evidence of suspected drug use by other Lifeguards to the Chief of Beach Patrol. Failure to comply with this reporting requirement shall subject the Lifeguard to discipline.

Candidates who have been offered positions with the Beach Patrol shall be required to disclose any medications which they are taking which may impair ability to safely perform their duties.

Lifeguards and Candidates who are unsure whether a particular medication may impair their abilities to safely perform their duties are responsible for consulting a physician.

### 3. Pre-Employment Drug Testing

At the beginning of each season, drug testing is MANDATORY for all Candidates and returning Beach Patrol Members. All Candidates and returning Beach Patrol members are further informed that a negative test result is a pre-condition to employment with the Borough as a Lifeguard.

#### A. Candidate

1. This MANDATORY test will be administered after a Candidate is offered employment as a Lifeguard. Candidates are further informed that a positive test result shall revoke the Borough's offer of employment to work as a Lifeguard.
2. Candidates are informed that the refusal to submit to a MANDATORY drug test shall result in immediate revocation of offer of employment and future employment with the Borough of Longport.
3. If a Candidates cannot make scheduled MANDATORY drug test due to legitimate and unforeseen circumstances, Candidate must notify the Chief of Beach Patrol as soon as it becomes clear that they cannot make drug test with an explanation of events that necessitated missing the drug test. The Chief of Beach Patrol, if deems necessary may ask for proof to support the explanation given by the Candidate. If Chief of Beach Patrol determines this to be acceptable, Candidate must reschedule within a ten (10) day period.

#### B. Returning Lifeguards

This MANDATORY test shall be administered no earlier than 45 days prior to start of the beach season in the Borough. Testing dates will be provided in advance so that returning lifeguards can decide which date works best for their schedule. Testing dates

will be provided by April 1<sup>st</sup> each year. In the event the Borough does not provide for on-site pre-employment drug testing and out sources pre-employment drug testing, This mandatory test shall be administered (with results provided) prior to beginning of employment and no more than 45 days prior to start of the beach season in the Borough. Employees will be provided information regarding vendor and location of same so they can complete their pre-employment drug screening.

1. Returning Lifeguards are further informed that a positive test result may result in their immediate termination from employment with the Borough.
2. This MANDATORY test shall be administered to any Lifeguard prior to boat maintenance work to be completed prior to the season. This will be considered their MANDATORY test for the beach season.
3. Returning Lifeguards are informed that the refusal to submit to a MANDATORY drug test shall result in immediate termination of employment with the Borough.
4. If a returning Lifeguard cannot make scheduled MANDATORY drug test due to legitimate and unforeseen circumstances. The returning Lifeguard must notify the Chief of Beach Patrol as soon as it becomes clear that they cannot make the drug test with an explanation of events that necessitated missing the drug test. The Chief of Beach Patrol, if deems necessary may ask for proof to support the explanation given by the Returning Lifeguard. If Chief of Beach Patrol Lifeguards determines that this is acceptable, Returning Lifeguard must reschedule with a ten (10) day period.

#### **4. Reasonable Suspicion Drug Testing**

All Lifeguards are subject to drug testing on an individual basis. A Lifeguard shall be immediately tested with the approval of the Chief of Beach Patrol, when there exists a reasonable suspicion to believe that the subject Lifeguard is illegally using drugs at any time.

Refusal to submit to a drug test when requested pursuant to any of the above procedures shall result in immediate dismissal from employment and a permanent ban from future employment with the Borough.

#### **5. Testing Procedures**

- A. For the purposes of this Policy, the detection of drugs through a drug test will be considered a positive test result based off Screening and Confirmation Threshold Chart in Appendix A.

- B. Drug testing shall be performed by a laboratory certified by the federal department of transportation to administer drug tests pursuant to the federal Motor Carrier Safety Act. At a minimum, such laboratory shall adhere to the following policies regarding collection and testing or such alternative internal laboratory policies and procedures designed to provide at least the same levels of safeguards for employee privacy, dignity and the accuracy of the test results as set forth below.
- C. Drug testing under this policy will be done by way of urine samples. Any individual subject to testing under this policy shall be permitted to provide urine specimens in private, and in a rest room stall or similar enclosure so that the volunteer is not observed while providing the sample. Collection site personnel of the same gender as the individual tested, however, may observe the individual provide the urine specimen when such personnel have reason to believe the individual may alter or substitute the specimen to be provided. Collection site personnel may have reason to believe that a particular individual may alter or substitute the specimen to be provided when-
1. The individual is being tested pursuant to Section 3 relating to reasonable suspicion testing;
  2. The individual has been found by the Borough to be an illegal drug user; or
  3. The individual has previously tampered with a sample; or facts and circumstances suggest that the individual is an illegal drug user;
  4. The individual is under the influence of drugs at the time of the test; or
  5. Has a temperature outside the range of 32.5-37.7 degrees C/90.5-99.8 degrees F; or
  6. Shows signs of contaminants.
- D. Urine sample given under this policy will be split into two samples. All initial samples registering a positive test will have the second or "split" sample retested as a safeguard on the initial test. Only samples which test positive for each half of a "split" sample will be considered positive test results. Candidates and returning Lifeguards who supply the Borough with proof of a medical condition which prevents them from providing a urine sample will be required to submit to an alternative testing method (such as blood sample or hair sampling) administered in accordance with the testing laboratory's internal guidelines, at the Borough's discretion.
- E. Urine samples are initially tested by way of a first-screen immunoassay test. The "split" samples of all samples initially testing positive under the immunoassay test are tested by the gas-chromatography/mass spectrometry (GC/MS) method. Candidates

and Lifeguards whose samples test positive may be asked to disclose whether and what type of medications they may be taking which could have resulted in a "false positive". Samples will be tested only for drug/alcohol use.

F. Proper chain of custody procedures must be followed to ensure that security and accuracy of the test results.

1. Specimens shall be collected in a manner reasonably calculated to prevent substitution or specimens and interference with the collection or testing of specimens;
2. Specimen collection shall be documented, and the documentation procedures shall include labeling of specimen containers to reasonably preclude the likelihood of erroneous identification of test results.
3. Specimen storage and transportation shall be performed in a reasonable manner to preclude specimen contamination or adulteration.
4. Candidates and Lifeguards may request and receive a copy of their test results.

G. The above provisions do not apply to an individual suspected to be under the active influence of Marijuana. In that event, the employee must submit to testing by a Drug Recognition Expert (DRE) as designated by the Borough. The findings of the DRE have the same impact as a urine drug test as forth in the other provision of this section.

1. The individuals who qualify as Drug Recognition Expert (DRE) will be certified by the New Jersey State Police (NJSP) and maintain certification consistent with the requirements set forth by NJSP.
2. If an individual is suspected to be under the influence, the Beach Patrol Chief will make the decision to have DRE respond for testing of suspected employee. In the event the Chief of Beach Patrol is unavailable, the next highest ranking officer available will make the decision to have DRE respond for testing of suspected employee.

## 6. Notice of Lingering Effects of Drugs

Candidates and Lifeguards should be aware that traces of many drugs remain in bodies and body fluids for significant periods of time after they have been ingested. For example, studies by the National Institute on Drug Abuse (NIDA) have shown that marijuana may remain in the body for as long as thirty days; cocaine for up to four days; amphetamines for

up to two days; and barbiturates for up to three weeks. These time periods may vary from individual to individual and could be longer under some circumstances.

## **7. Drug Abuse Notification**

Any Returning Lifeguard who has a drug abuse problem can notify the Longport Beach Patrol Chief and/or Human Resource Officer of having a drug problem in writing and the Returning Lifeguard will be provided with direction and guidance through the Borough of Longport EAP for a rehabilitation program. All costs shall be borne by the employee. Such notification of drug abuse problem by an employee must occur before the pre-season drug testing takes place.

Upon documented successful completion of a rehabilitation program, said employee shall be permitted to return work as a lifeguard subject to any conditions that may be set forth by the rehabilitation facility in addition to random drug testing by the Borough of Longport. Random drug testing costs shall be borne by the employee.

## **8. Positive Drug Test Result (Not pertaining to Marijuana)**

### **First Offense**

A. Employee shall be immediately suspended without pay from all duties and served with disciplinary charges. Employee shall not be allowed to return to work until disciplinary charges have been resolved. If disciplinary charges are upheld, discipline levied shall be consistent with the Borough Employee Handbook.

B. If the Employee is permitted to return to work, the following shall occur:

1. The Employee shall be required to submit to random drug testing up to ten (10) times during the current season.
2. All cost associated with random drug testing to be borne by the Employee.
3. Any subsequent positive drug test (inclusive of marijuana) will be result in immediate termination of employment.

This constitutes the entire drug testing policy of the Beach Patrol of the Borough of Longport, and any prior Rules and Regulations established by way of ordinances, orders, directives, etc., concerning same are superseded by this policy. This policy shall in no way affect or repeal the Operations Manual of the Beach Patrol or any others ordinances, order directives, rules or regulations of the Borough of Longport concerning alcohol and alcoholic beverages.

## **10. Compensation**

All lifeguards shall be compensated for 2 hours pay at their current salary scale rate (this shall not include Boathouse pay rate) for their initial mandatory drug test preceding each season. If a lifeguard is required by the Borough of Longport or testing representative to stay on the premises for time exceeding two hours, then he or she shall be compensated for the additional time.

## **ARTICLE XII**

### **WORKER'S COMPENSATION**

A. If an employee covered under this Agreement is injured on duty for the Employer, that employee shall be entitled to benefits under the New Jersey Workers' Compensation Act (N.J.S.A. 34:15-1 et seq.).

B. Should an employee covered under this Agreement experience a work related illness or injury, the Employer shall continue to maintain the employee on payroll provided that the employee shall be obligated to sign and transfer all of his or her full amount of weekly benefit received as Worker's Compensation under the Act for the benefit of the Employer. The employee's obligation to assign and transfer such weekly benefits does not include any compensation received for permanent disability or other lump sum payment in lieu of permanent disability. In the event the employee recovers any money arising from a third party civil action as compensation for such illness or injury, the member shall reimburse the Employer from such recovery to the extent of the Employer's unreimbursed compensation paid to the member during the period of any such illness or injury. The employee's entitlement to be maintained on payroll as noted in this Article is only for the beach season of the calendar year of the injury. If the employee remains disabled after the conclusion of the beach season, benefits will be provided in accordance with the New



Jersey Workers' Compensation Act (N.J.S.A. 34:15-1 et seq.). For the purpose of this Article, the beach season is May 25<sup>th</sup> until September 30<sup>th</sup> of the same calendar year. Except for individuals working boathouse maintenance which shall be from April 1 to start of beach season and from end of beach season until October 31.

C. For the purpose of this Article, injury or illness incurred while in attendance of Employer required training programs shall be considered a work related disability.

D. Any disability under this Article resulting in the loss of work time shall not be considered against any employee leave time. Continuation of payroll will not be impacted by the seven day waiting period as provided by the New Jersey Workers' Compensation Act (N.J.S.A. 34:15-1 et seq.).

D. Employees shall be entitled to receive medical treatment for work related disability during working hours without loss of pay or leave time if such treatment is not available at other times. The Employer and the employees will cooperate to adjust work schedules independent of seniority in order that said medical treatment schedules may be accommodated.

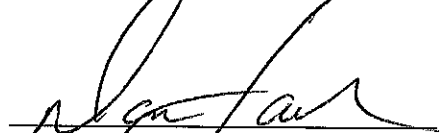
## ARTICLE XIII

### DURATION

This Agreement shall be in effect from January 1, 2023 and shall continue in effect until December 31, 2025. This Agreement shall not be extended orally and is expressly understood to expire on the date indicated.

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

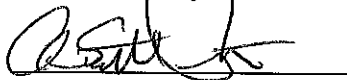
For the Borough of Longport

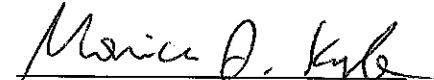
  
Daniel Lawler,  
Commissioner of Public Affairs and Public Safety

05/01/23

Date

Witnessed by:

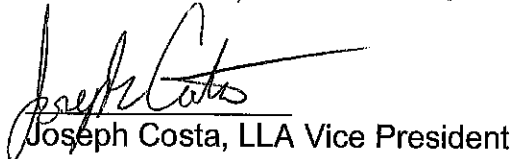
  
A. Scott Porter  
Municipal Administrator

  
Monica Kyle, Municipal Clerk

For the Longport Lifeguard Association:

  
Max Mittelman, LLA President

05/01/23  
Date

  
Joseph Costa, LLA Vice President

05/01/23  
Date

### Drug Screening and Confirmation Threshold Chart

43