

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY
RESOLUTION 23-60-193

**AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT
WITH THE OCEAN CITY LIFEGUARD ASSOCIATION**

WHEREAS, the Ocean City Lifeguard Association and the City of Ocean City have completed collective bargaining and have formulated the terms of an agreement from January 1, 2023 through December 31, 2026; and

WHEREAS, the Ocean City Lifeguard Association voted to accept the terms of the agreement as negotiated by their representative; and

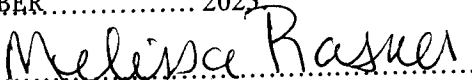
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, New Jersey that the Mayor and City Clerk be authorized to execute the collective bargaining agreement as negotiated with the Ocean City Lifeguard Association January 1, 2023 through December 31, 2026.



Peter V. Madden, Council President

Offered by COUNCILMAN CROWLEY Seconded by COUNCILMAN WINSLOW

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the 22ND day of NOVEMBER, 2023



City Clerk

NAME	AYE	NAY	ABSENT	ABSTAINED
Bergman	<u>X</u>	_____	_____	_____
Crowley	<u>X</u>	_____	_____	_____
Levchuk	<u>X</u>	_____	_____	_____
Madden	<u>X</u>	_____	_____	_____
Polcini	<u>X</u>	_____	_____	_____
Rotondi	<u>X</u>	_____	_____	_____
Winslow	<u>X</u>	_____	_____	_____

AGREEMENT

Between

**CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY**

And

TEAMSTERS LOCAL 331

January 1, 2023 through December 31, 2026

Ruderman & Roth, LLC
150 Morris Avenue, Suite 303
Springfield, New Jersey 07081
(973) 258-1288

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PREAMBLE

This Agreement entered into this _____ day of _____, 2023, by and between the City of Ocean City, in the County of Cape May, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and Teamsters Local 331, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the City and the Union.

This Agreement is designed to maintain and improve a harmonious relationship between the City of Ocean City and the Union, and shall govern all rates of pay, wages, hours of work and other conditions of employment hereinafter set forth. This shall be through collective negotiations in order that more efficient and progressive public service may be rendered.

THIS AGREEMENT shall be binding for the calendar years 2023 through 2026 subject to the terms and conditions imposed herein.

ARTICLE I

UNION RECOGNITION

A. The City hereby recognizes the Teamsters Local 331 for the purposes of collective negotiations as the exclusive representative of all seasonal Lifeguards and EMTs, excluding the Director of Operations, the Operations Chief, Captain, the Lifeguard Lieutenants, the Senior Lifeguards, the Director of Operations/Deputy Chief and all other employees of the City.

B. For purposes of interpretation of the terms and conditions of this contract, "EMT" or "Lifeguard" shall be synonymous. The only exception shall be when distinguished in the wage and salary scale. The City recognizes that only the officers of the Union are authorized to act on behalf of the Union, except that the officers may designate another to speak on behalf of the Union, by an express written authorization signed by the officer that specifies the area and duration of the authority.

ARTICLE II

MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the city government and its properties and facilities, and the activities of its employees;

2. To hire all employees subject to the provisions of law, to determine their qualifications and conditions for employment, or assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the City of Ocean City.

C. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances.

D. Management reserves the right to staff beach assignments as it sees fit and these assignments can often change on a daily basis. There are a variety of factors involved in personnel assignments which are made exclusively for the safety

of the public, as well as Beach Patrol staff. Personnel may request particular zones or beaches. Management will attempt to accommodate requests, when possible, based on seniority. Once established, these assignments will not be amended, except at the discretion of the Director or his/her officers. Decisions regarding beach assignments will not be made arbitrarily.

ARTICLE III

NEGOTIATIONS 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 12.3, Public Laws of 1974, in a good faith effort to reach an Agreement on all matters concerning the terms and conditions of employees' employment. Such notification of negotiations shall be given not later than the following January of the date this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit, be reduced to writing and signed by the City and the Union.

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

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

D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and signed by the City and the Union.

ARTICLE IV

RULES AND REGULATIONS

A. The City agrees that it will not establish new work rules or regulations or modify or amend existing work rules or regulations governing wages, hours, or working conditions without prior consultation with the Union.

B. The City agrees to provide four written copies of this contract to the Union on or before Memorial Day. There shall be a mutual, cooperative effort by the City and the Union to produce and coordinate distribution of this Agreement.

C. The CITY agrees to provide a copy of the Ocean City Beach Patrol's Operating Rules and Regulations to each new employee on or before their first day of work. There shall be a mutual, cooperative effort by the City and the Union to produce this document and distribute it to its new members.

D. The City shall at all times maintain safe and healthful working conditions and will provide employees with up-to-date wearing apparel, equipment and devices that may be reasonably necessary to ensure their safety and health.

ARTICLE V

LEGAL REFERENCE

A. Nothing contained herein shall be construed to deny or restrict to any

employee such rights as he/she may have under any other applicable laws and regulations. The rights granted the employee shall be deemed to be in addition to those provided elsewhere.

B. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws except as such particular provisions of this contract modify existing local laws.

ARTICLE VI

UNION REPRESENTATIVES AND MEMBERS

A. Upon prior request and authorization of the Director of Operations, authorized representatives of the Union shall be permitted to visit the offices of the City Administration after first seeking resolution with Director unless Issue deals directly with Director for the purposes of investigating alleged violations of the Agreement. In no event shall there be any interference with the operations of the Beach Patrol.

B. During negotiations, the Union representatives authorized by the Union, not to exceed three (3), shall be excused from their normal duties for such periods of negotiations as may be agreed upon by the parties. Such excused individuals, however, shall be available for duty in the event that the need arises.

ARTICLE VII

RETENTION OF CIVIL RIGHTS

A. Members shall retain all civil rights under New Jersey State Law and

under Federal Law.

ARTICLE VIII

EXTRA CONTRACT AGREEMENT

A. The City agrees not to enter into any other agreement or contract with bargaining unit members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE IX

WORK WEEK, OVERTIME

A. A work day is considered an 8 hour shift. In no event will the employee be required to participate in work or meetings beyond 5:00 pm on weekdays and non-holidays or beyond 5:30 pm on weekends/holidays unless it is required to satisfy an unfilled extended hours assignment at the appropriate rate of pay. Employees will be required to attend swearing in ceremony.

B. All employees upon being personally notified of an emergency shall report to work within 30 minutes.

C. Any employee being recalled for an emergency shall be guaranteed a minimum of two hours at time and one-half the employee's regular rate of pay. 1. Any guard recalled for an emergency shall have the right to retain a partner for assistance as determined and approved by the Director of Operations or the Operations Chief.

D. All employees shall notify the Director of Operations where they can be reached in case of an emergency. All employees must provide contact information during the on boarding process.

E. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regular starting time or subsequent to the assigned quitting time.

F. Except as otherwise provided herein, all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1 1/2) the regular rate of pay for all work.

G. When there is a need for positions outside of normal duty to be fulfilled by members of the bargaining unit, said positions must be posted and made available to all members. These events include, but are not limited to:

- Pre-season Opportunities
- Rookie Tryouts
- Junior Lifeguard Program
- Race Setup and Breakdown
- Post-Season Opportunities

Overtime work is to be assigned to most senior employee volunteers. Volunteer positions for Overtime Work not involving specialized skills (jet ski certification) will be posted and staffed in order of Seniority.

H. In situations where two individuals desiring a position outside of normal duty are equal in their ability, Seniority shall be the deciding factor of

placement.

ARTICLE X

INJURY LEAVE

A. If an employee is incapacitated and unable to work because of a job-related injury or illness, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her assigned duties, not to exceed the duration of the summer season within which the injury occurs, as mutually certified by the employee's doctor and the City doctor.

B. The City agrees to allow a Supervisor to accompany an injured or ill member of the Ocean City Beach Patrol to an appropriate medical facility or to the City doctor, in strict accordance with the City's standard policy toward Worker's Compensation Injuries, and in accordance with all State Laws governing Worker's Compensation.

ARTICLE XI

EXCHANGE OF DAYS OFF

A. The Director of Operations or the Operations Chief may grant a reasonable, timely written request of any employee to exchange hours or days off. Such request shall be granted on a uniform basis with standard rules and regulations applying to all employees who make this request. Under no circumstances will employees be permitted to exchange days off if such exchange would entitle either employee to receive overtime.

ARTICLE XII

CLOTHING ALLOWANCE

A. All uniform and work clothes damaged in the line of duty shall be replaced by the City after inspection and certification by the Director of Operations.

B. All personal items that are damaged, destroyed, stolen or lost in the line of duty, which are not covered by insurance, shall be replaced by the City after inspection and certification by the Director of Operations. The City's liability shall be limited to \$150.00 per incident, or \$100.00 for non-prescription sunglasses, or \$200.00 for prescription glasses or sunglasses.

C. To take advantage of Section B, personal articles must appear on the list of approved articles, as developed by the parties.

D. First Year OCBP Lifeguards shall be provided with the following items at the City's cost and expense:

1 Short sleeve shirt

2 tank tops

1 full circumference brim style hat

2 pairs of board shorts

2 competition style swimsuits (female guards)

1 set of rain gear

1 hat with emblem

1 rash guard

1 hooded sweatshirt

1 jacket

1 pair of sweatpants

1 long sleeve UV protective shirt with emblem and lettering

Returning OCBP Lifeguards annually shall be provided the following items at the City's expense:

1 short sleeve UV protective shirt with emblem and lettering

1 pair of board shorts

1 competition style swimsuit (females)

1 hat with emblem

1 long sleeve UV protective shirt with emblem and lettering

After every subsequent 4 years of employment (Years 5, 9, 13, etc.) with the beach patrol, returning lifeguards shall be provided with the following items at the City's cost and expense:

1 hooded sweatshirt

1 pair of sweatpants

1 set of rain gear

1 rash guard

1 tank top

Returning EMTs annually shall be provided the following items at the City's cost and expense:

1. 1 short sleeve UV protective shirt with emblem and lettering annually
2. 1 full circumference brim style hat who requested at the conclusion of the previous season
3. 1 pair of board shorts annually
4. 1 hat with emblem
5. 1 long sleeve UV protective shirt with emblem and lettering annually
6. 1 polo shirt with emblem and rank

After every subsequent 4 years of employment (5, 9, 13, etc.) with the beach patrol, returning EMTs shall be provided the following items at the City's cost and expense:

1. 1 hooded sweatshirt
2. 1 pair of sweatpants
3. 1 set of rain gear

E. At the commencement of seasonal work, each EMT shall be provided the following items at the City's cost and expense:

1. One polo shirt with emblem and rank
2. Two pairs of shorts
3. One hat with emblem
4. One long sleeve shirt with emblem
5. Rain gear for first year employees only

F. An individual that has lost or had damaged a piece of gear and

reported it in a timely fashion to supervisor, the City will attempt to fulfill request in existing inventory, in an intervening sequence of years may request a replacement of said item from the Director. If, after all other members have been satisfied, said article exists in inventory it will be provided to the requesting lifeguard within a reasonable time frame.

G. Where the City wishes to introduce a standard uniform adjustment for female lifeguards, the City shall meet with a plurality of female lifeguards to establish an MOA.

ARTICLE XIII

TIME OFF

A. Employees shall be granted time off without deductions from pay or time owed for the following reasons:

1. Death in the immediate family, from the date of death up to and including the day of the funeral, up to a maximum of five (5) days, or seven (7) days in the event of travel. The amount of time off is to be determined by the Director of Operations or his designee.

2. Immediate family shall consist of wife, husband, child, mother, father, brother, sister, step-mother, step-father, step-child, guardian, mother-in-law, father-in-law, grandmother and grandfather.

B. No time off under this Article shall be cumulative.

C. Leaves of Absence

An approved leave of absence without pay may be granted to an employee in good standing who has achieved 3 seasons of lifeguarding without loss of future potential employment as outlined below:

1. Requests for such leave shall be made in writing to the Director prior to April 1st of the requested leave.

2. An employee may not return from leave during the same season the leave was requested, unless otherwise accepted by the Director.

3. An employee seeking to return must notify the Director prior to April 1st of the season they may expect to return. Acceptable notification after this date is at the discretion of the Director.

4. An employee seeking to return following the season of leave has the right to do so, maintaining their seniority and rate of pay.

5. An employee seeking to return 2 seasons following the season of leave has the right to do so, maintaining seniority and rate of pay, but must attend "Rookie School" prior to returning to lifeguarding, unless otherwise found to be acceptable by the Director.

6. An employee seeking to return after 2 seasons of leave must try out for a position, unless otherwise found acceptable by the Director. Said employee, if accepted, will retain their seniority and years for rate of pay assuming that no more than 3 years have elapsed since their previous employment.

ARTICLE XIV

MILITARY LEAVE

A. Military Leave shall be granted pursuant to State and Federal Statutes and Regulations.

ARTICLE XV

LEGAL REPRESENTATION

A. The City shall provide legal representation for all employees for all litigation arising as a result of actions taken by any employee in the course of their duties and within their authority as a City employee.

ARTICLE XVI

GRIEVANCE PROCEDURE

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

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

C. The term "grievance," as used herein, means any controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement, and may be raised by the UNION at the request of and on behalf of an individual or the CITY. The City maintains the right to discipline employees.

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

Step One - Director of Operations

The aggrieved OR the Union Itself shall institute action under the provisions hereof within 30 calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle differences between the aggrieved employee and his Director of Operations for the purpose of resolving the matter informally. Failure to act within said 30-calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two - Business Administrator of Ocean City

Within 7 days of the receipt of the determination at Step One or 12 days after submission of the grievance to Step One if no decision has been rendered, the grievance may be filed in writing with the Business Administrator of the City of Ocean City. The Business Administrator shall render a decision in writing within 10 days after the submission of the grievance at this level.

Step Three - Arbitration

A grievance under this agreement may be submitted to binding arbitration within 10 days after the Business Administrator of Ocean City's determination or within 15 days of the submission of the grievance to Step Two if no decision is rendered.

E. Authority of the Arbitrator:

1. If the grievant OR Union is dissatisfied with the decision of the Business Administrator and the Union finds the grievance to be meritorious, the Union may request the appointment of an arbitrator in accordance with the rules and procedures of the New Jersey Public Service Relations Commission.
2. The arbitrator shall function in accordance with the rules and procedures of the New Jersey Public Service Relations Commission.
3. The arbitrator shall limit himself to the issue before him and consider nothing else. He shall have no power to add to, subtract, or modify the Agreement between the parties.
4. The arbitrator shall set forth in writing his findings and conclusions of law upon which his decision is based. The decision of the arbitrator shall be binding upon the parties.
5. The arbitrator shall be bound by decisions of the New Jersey Public Relations Commission, the decisions of the Courts of New Jersey, and all New Jersey Statutes and Federal Laws.

F. Costs

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

be paid by party incurring same.

G. 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 Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance.

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

ARTICLE XVII

COMMENDATION

A. One day compensatory time off shall be granted to an employee who has received a commendation from the Mayor.

ARTICLE XVIII

WAGES AND SALARY SCALE

During the term of this Agreement, the rates of pay for continuous service of the Lifeguards shall be as follows:

	<u>YEARS</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
LIFEGUARDS	1	17.50	18.50	19.50	20.50
	2-3	18.00	19.00	20.00	21.00
	4-5	18.50	19.50	20.50	21.50
	6-7	19.00	20.00	21.00	22.00
	8-9	19.50	20.50	21.50	22.50

10-12	20.50	21.50	22.50	23.50
13-15	22.00	23.00	23.50	24.00
16+	24.25	25.25	25.75	26.25

		<u>YEARS 2023 2024 2025 2026</u>			
EMTS	1	20.00	21.00	22.00	23.00
	2-3	20.50	21.50	22.50	23.50
	4-5	21.00	22.00	23.00	24.00
	6-7	21.50	22.50	23.50	24.50
	8-9	22.00	23.00	24.00	25.00
	10-12	22.50	23.50	24.50	25.50
	13-15	23.00	24.00	25.00	26.00
	16+	24.50	25.50	26.50	27.50

A. All Lifeguards and EMT will retain their seniority and for each year of service will increase their seniority accordingly.

B. Each Lifeguard and EMT, who is hired to work on or before July 10th of each year, and who completes a minimum of 40 days of work or 220 hours during the season, will receive a stipend if they remain on staff from August 15th through Labor Day. The stipend will be equal to the total number of days worked between August 15th and Labor Day, multiplied by \$25.00.

C. In order to receive a general wage increase and a step increase, each Lifeguard and EMT must have worked a minimum of 40 days from the third weekend in June (the normal zone opening date) through the remainder of the season, during the previous year's season.

D. Any lifeguard assigned as a Personal Watercraft Operator for a full work day list is entitled to a \$3 per day bump up pay for that work day.

E. When lifeguard members are "filling in" for a full EMT shift, payment for these temporary positions will match that of EMT scale pay or the Lifeguards regular rate of pay, whichever is higher.

F. When EMTs drawn from a single talent pool of Teamster EMTs are unavailable, Lifeguard Teamster Members with EMT certification shall be given priority to positions.

ARTICLE XIX

ELIGIBILITY TO RETURN

A. Unless otherwise notified in writing within 90 days of completion of employment for a given year, an employee's job performance for that year shall be deemed acceptable, and that employee shall be eligible to return for the successive year's employment period at the next grade and salary level.

B. If, after the 90 day period in Section A has elapsed, the Director of Operations, or designee, determines that the employee cannot be rehired for reasons other than the employee's work performance during his/her most recent employment period, the Director of Operations, or designee, shall notify both the employee and the Union in writing of its inability to rehire said employee, stating

the reasons why it is unable to rehire said employee.

C. Employees must notify the Director of Operations of their intention to return for the next summer employment period, or the uncertainty of their availability to return for the next summer employment period, in writing on or before April 1st. Otherwise, their positions may not be held.

D. The City will reasonably attempt to hold an employment opening for any employee who notifies the Director of Operations prior to April 1st of their uncertainty of availability to return for work for that summer employment period until the commencement of tryouts for the first year Lifeguards. Any employee who has notified the Director of Operations under Section C of the uncertainty of their availability to return for work must notify the Director of Operations prior to the commencement of tryouts for the first year Lifeguards, April 1st for returning EMTs, of their intention to return for that summer employment period. However, no position shall be held open after the commencement of tryouts for the first year Lifeguards.

E. Reduction in work force by layoff shall be on a "last hired, first fired" basis.

ARTICLE XX

COURT TIME

A. If an employee is required to appear in court on City related business on his/her day off or time off, he/she shall be compensated according to Article IX - Overtime.

B. If an employee is required to appear in court on City related business, he/she is expected to be dressed in a suitable fashion.

ARTICLE XXI

MUTUAL COOPERATION PLEDGE

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duty of employment), work stoppage, slow-down, walkout or other illegal job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any such activity by an O.C.L.A. member shall entitle the City to invoke any of the following alternatives:

1. Withdrawal of dues deduction privileges (if previously granted).

2. Such activity shall be deemed grounds for disciplinary action, up to and including termination of employment, of such employee or employees.

C. The Union agrees that it will take or cause to be taken reasonable and prompt procedures and actions to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned. The Union's actions will include publicly disavowing such activities and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work along with other steps, if any, as may be necessary.

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

E. The City agrees that it will not lock-out its employees.

ARTICLE XXII

MISCELLANEOUS

A. All employees shall have access to their personnel files at reasonable times.

B. All employees shall be notified in writing of any reports or charges

made against them. Such employees shall have the right to remain silent until they consult with an attorney, or with the Teamsters.

C. Employees shall be entitled to engage in outside employment during off-duty hours, provided that such employment does not conflict with their employment responsibilities as an Ocean City Lifeguard.

D. Included in the physical examination provided by the City, complaints of skin abnormalities will be noted and recommendations for possible consultation conveyed. The City agrees that skin screening is an important preventative health issue for Employees and agrees to continue to explore ways with the Union to provide education and opportunity for access to regular skin screenings.

E. The City shall provide, at its cost and expense, a brand name 20-SPF (or greater) sunscreen lotion to each Employee, as needed.

F. In the event of any Employee killed in the line of duty the estate shall receive \$6,000 for funeral expenses.

G. The City recognizes that the parking of employee vehicles in downtown areas at the height of the summer season is a problem, and resolves to provide employee parking.

E. The officers of the Union may request and may be granted an annual meeting with the Business Administrator and the Director of Operations or

designee, during the summer season to review the Operations Manual, and to discuss other concerns.

H. The City agrees to post all promotional openings via paper and/or electronically, in locations that are accessible to all Employees.

I. The Union agrees to pre-employment drug testing for all Employees and EMTs.

J. The Union agrees to adopt the "Policy for Handling Requests for Accommodations" in Appendix A.

K. Any members that are required to recertify their CPR cards on their own time during the offseason via a City sanctioned online course will be compensated with two hours of pay upon proof of completion of the online component of the testing.

L. In each Headquarters (1st, 12th, 34th, 59th), the local administration shall provide a bulletin board in a place mutually agreed to by the administration and the delegate, upon which the Union may display Union business and which is accessible to all members of the Union. The employer reserves the right to remove items of a political or offensive nature and will notify the Union of their removal in a timely manner. The Union will provide the bulletin board and thumbtacks.

M. The parties hereby recognize that the physical fitness of employees

vitally affects the efficient, safe, and productive operation of the Patrol and the quality of services provided to the public. Each employee is required to maintain the level of physical fitness necessary to perform the normal duties of his/her position.

N. All personnel are generally permitted time (up to one hour each shift), authorized by their Supervisors, to engage in physical fitness and practice rescue techniques of their choosing. These physical fitness workouts should be done within a block of the lifeguard's assignment with the ability to respond to an emergency if necessary.

Lifeguards should minimally consider the following factors prior to working out on duty: staffing, ocean and weather conditions and the number of beach patrons. Such time allowed for physical fitness workouts will not be arbitrarily denied.

O. PWC certification and Beach Driving courses will be offered to all eligible employees at no cost once per season. Available spots will be filled on interest and seniority.

Certification does not guarantee usage of equipment, which remains at the discretion of management.

P. Any employee working their full season (40 days or more between

Memorial Day and up to and including Labor Day) who does not call out sick will receive a \$300 stipend. One call out, an employee would receive \$150. Call outs more than one, and the employee is ineligible for this stipend in this category. 5 confirmed "latenesses" to work (with written warnings) are considered equal to 1 call out.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by a Court or other tribunal or competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

LIAISON

The Union and the City recognize the desirability for continuing communication on the subjects relating to current Beach Patrol practices and problems.

Management or Union Officers may indicate, in writing, their desire to meet with the receiving party to discuss non-contractual items for resolution.

These meetings:

- take place in good faith within 5 days of written request if possible.
- must involve the OCBP Director AND 1 other senior management (Captain or higher) member AND the Teamsters President or Vice-President and 1 other Teamsters Member.
- are required, if requested, no more than twice per summer season.

Management and Union shall have neither requirement nor expectation to resolve the non-contractual issues presented, but shall act in good faith to hear and resolve items amicably if deemed reasonably possible by both parties.

ARTICLE XXV

DUES DEDUCTIONS

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (RS 52:14-15.9(e)), as amended.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the City with written notice 30 days prior to the beginning of the season and shall furnish new authorizations from its members showing the authorized deduction for each employee.

C. The Union will provide the necessary "check-off authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the City Finance Director. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City of In reliance upon the notification on the letterhead of the Union and signed by the President and the Secretary of the Union, advising of such changed deduction.

D. The Union agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or by its officers, agents or members against any employee who refuses or fails to execute an authorization card.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Finance Director. Automatic deductions will begin at the start of the season, or at the date of hire if after July 1st, unless so notified by written authorization. The filing of "notice of withdrawal" shall be effective to halt deductions as of and filed by July 1st next succeeding the date on which notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-

15.9(e) as amended.

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

ARTICLE XXVI

DRUG TESTING

The City and the Union are in agreement that the City, including the Mayor and Council, the Chief of Police and Police Officers, and the Beach Patrol Director or Chief and the Lifeguard Officers have a responsibility to act upon any reasonable suspicion of drug abuse. The responsibility to act shall include arranging for drug testing on as immediate basis as possible and reporting these suspicions to the City Public Safety Officer.

1. The Director of Public Safety, Chief and/or Director of Operations of the Beach Patrol shall have the right to require a drug test according to NJ State Law prior to the commencement of employment and during the season when a reasonable suspicion exists.

2. Any employee who refuses to submit to an alcohol or drug test may be immediately terminated.

3. Each employee, upon request, can receive a copy of the lab report and results.

4. The City shall use an independent testing facility to perform drug testing.

5. The City will act in good faith to attempt for pre-employment testing to be communicated and offered at a time of convenience to full-time students on-site within the City of Ocean City.

6. Nothing contained herein shall be construed to deny any employee rights he may have under law, nor preclude him from challenging the findings of any drug test and/or actions by the City based upon those findings utilizing the grievance procedure set forth in this Agreement.

7. Any employee who refuses to submit to an alcohol or drug test will be immediately terminated.

Returning members of the bargaining unit will not be administered pre-employment drug tests that include Marijuana or THC testing as long as it remains legal within the State of NJ.

ARTICLE XXVII

DISCIPLINE, SUSPENSION AND DISCHARGE

1. The City and the Union agree that, except in cases of serious violations of

law, regulations or policy, a progressive disciplinary model will be used for discipline of Union Members and may be practiced by less severe measures being applied first, followed by progressively more severe measures if the employee's conduct or performance deficits continue. The City may take the following progressive disciplinary actions against any employee, in order of severity:

1. Verbal Reprimand;
2. Written Reprimand;
3. Suspension with or without pay;
4. Demotion in rank;
5. Termination of employment

2. The Employer will not discipline nor discharge any employee without just cause. The burden of proof of just cause shall rest with the Director.

3. In the event an OCLA Member is called to an interview by a member of supervision and the subject of the interview is discipline, the member will be so informed before the interview, and will be advised of his/her right to have a Union Representative present. In the event the member wants union representation, the interview will not proceed until a Union Representative is present. In the event the member chooses to proceed with such an interview without union representation, this will be documented by both the member and the supervisor

signing the following statement:

"I understand that I have agreed to be interviewed by management regarding a disciplinary matter, and have chosen to proceed without union representation."

4. All progressive discipline shall be put in writing and a copy of all written disciplinary actions shall be given to the OCLA Member at the time the formal corrective action is applied. The Member shall be required to sign the written disciplinary action for the purpose of acknowledging receipt, but the Member's signature shall not be construed as an admission of guilt or concurrence with the reprimand. Members shall have the right to review and comment on any disciplinary notice.

ARTICLE XXVIII

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or

contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXX

PENSION

A. All members are participants of the City of Ocean City Lifeguard Pension Plan. All details concerning the pension, inclusive of retirement are governed in the City of Ocean City Lifeguard Pension Plan document.

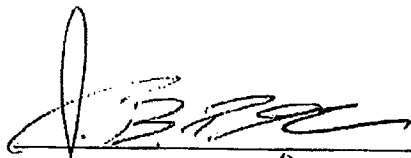
DURATION

A. This Agreement shall be in full force and effect as of January 1, 2023, and shall remain in effect to and including December 31, 2026, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than 180 days and no later than 150 days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the City of Ocean City, New Jersey, on this _____ day of _____

FOR THE UNION:

FOR THE CITY:



Marcus W. King

Teamsters Local Union 331



Melissa Rosner

Appendix A

Policy for Handling Requests for Accommodations

Light Duty vs. Accommodating Restrictions

The City of Ocean City has no Light Duty Policy. Requests to accommodate medical restrictions, both temporary and indefinite (formerly called permanent) will be handled on an individual basis, in accordance with the Americans with Disabilities Act (ADA) and the New Jersey Law Against Discrimination (NJLAD). This policy for handling requests for accommodating medical restrictions will be managed by the Personnel Division.

The Personnel Director will ensure that the appropriate Department Head or their designee, the employee making the request, and the employee's bargaining unit (if the employee is represented and if the employee chooses to involve the bargaining unit) are involved in this process. If the employee does not want to involve their bargaining unit, the Personnel Director will inform the employee of the obligation to inform the bargaining unit, and the Personnel Director will contact the Union President by telephone.

When A Request For An Accommodation Is Received

When an employee makes a request for an accommodation, or when an employee with an occupational injury has been released to work modified duty:

1. The request must be substantiated by a note from their personal physician.
2. The request must be sent to the Department Head, who then sends a copy to the Personnel Director.
3. If the doctor's note does not list the restrictions, and/or Personnel determines that more information is required about the restrictions, Personnel will either call or write the employee's personal physician. A copy of the employee's job description may accompany any such communication with the employee's personal physician.
4. Personnel will also request a projected length of time for the restrictions.
5. Once Personnel has sufficient information on the restrictions, they will schedule a meeting with the employee and their union representative, if the employee is represented and if the employee chooses to have union representation present, and the employee's manager.

Meeting With The Employee

The purpose for this meeting is to ask the employee how they want to be accommodated. Personnel will take notes and will communicate that they will respond to the employee after they have had a discussion with management. How the employee wants to be

accommodated will be taken into consideration when making a decision on how to handle this request.

Meeting With Department/Division Management

Once complete information is assembled on the nature of the medical restriction(s), the projected length of time the employee needs to be accommodated, and how the employee would like to be accommodated, Personnel will schedule a meeting with the employee's management. Personnel will ask if the Department/Division has work or a work assignment that can accommodate the employee's medical restrictions and that is a match for the employee's skills and abilities.

In the case of indefinite (permanent) restrictions, Personnel will ask if the Department/Division has a permanent vacancy that can accommodate the employee's medical restrictions and for which the employee is qualified. The law does not require that a job be created to provide such an accommodation, and the City of Ocean City does not want to create jobs for such purpose.

Personnel will also communicate with the other Department/Division Management to ask if they have any work or a work assignment for which the employee is qualified that would accommodate the employee's medical restriction(s).

If There Is No Accommodation

If there is no work or no work assignment that is available to accommodate the employee's medical restriction(s), the employee will stay out (paid leave first, then unpaid) until their personal physician releases them back to work with no restrictions.

During this period of time, when the employee is out because their restriction(s) cannot be accommodated, Personnel will:

1. Send them postings for open seasonal positions for which they are qualified, if the restrictions are indefinite (permanent).
2. Call or write to them if they become aware of work or a work assignment for which the employee is qualified and which would accommodate their medical restrictions, if the restrictions are temporary.

If There Is An Accommodation

If the Division/Department within which the employee works has work or a work assignment that can accommodate the employee's temporary work restriction(s), and for which the employee is qualified, the employee will return to work on that basis. The employee is obligated to keep management apprised of their medical progress and to see their personal physician for re-evaluation prior to the conclusion of the period of time that their physician projected that their restriction(s) would be in effect.

If There Is An Accommodation But In A Different Bargaining Unit

If work or a work assignment exists for which the employee is qualified and would accommodate their restriction(s), but it is governed by a different collective bargaining agreement from that covering the employee requesting the accommodation, the Personnel Director will schedule a meeting with representatives of both bargaining units. The purpose of the meeting is to begin to negotiate an agreement that will be satisfactory to both bargaining units, to management, and to the employee.

Ensuring That The Accommodation Is Within The Employee's Restriction(s)

If there is any question as to whether the work, that is about to be assigned in order to provide the accommodation, is permissible within the employee's medical restrictions, the work assignment can be sent to the employee's personal physician and/or a City Physician for approval.

Special Situations

An employee, for whom work in the Police Division is being considered as an accommodation, must fulfill the employment requirement of a background check and investigation.

The Pregnancy Disability Act is part of Title VII and provides that women, who are unable to work as a result of pregnancy, will be treated as any employee with a temporary disability and will not face employment discrimination.

(Date)

(Employee Name)
(Employee Address)

Dear :

RE: Accommodated Work Assignment

This will confirm our meeting of _____. In accordance with the attached medical restrictions, you will be accommodated effective (date) in the following manner:

This assignment is temporary and will be reviewed periodically. Please report to (supervisor) at (location) at (time) on (date) for further instructions.

This accommodated work assignment will be re-evaluated whenever one of the following occurs:

1. your work restrictions change.
2. your work assignment changes or ends.
3. the department/division's ability to accommodate you changes.
4. you are released to full duty.
5. you reach Maximum Medical Improvement.

Your work hours will be from _____ to _____, _____ days/week. Requests to leave work early or to come in late must be submitted and approved by (accommodation supervisor). Please keep your (accommodation supervisor) informed of your schedule regarding doctor appointments, physical therapy, etc. If you will not be coming in to work for the day, you must call

(Your normal work supervisor) will handle the paperwork involved with your accommodated work assignment, such as time sheets, leave slips, and the authorized medical provider's return to work reports. Please be sure to submit all paperwork in a timely and accurate manner.

(The following paragraph is used in Workers' Compensation cases):

If you refuse this accommodated work assignment without a verifiable medical reason, your benefits under Workers' Compensation may be adversely affected. If you believe that the accommodated work assignment is in excess of the authorized medical provider's suggestion, or if you believe that the accommodated work assignment may aggravate your condition, please let me know.

Sincerely,

Joann Cloeta, Director
Personnel and Labor Relations
Attachment — Doctor's Note With Restrictions

C: Department Head
Division Manager
Scibal Adjuster (if WC)