

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N
MR. FROST			✓			
MR. JUDGE		✓	✓			
MR. ERBE	✓		✓			
MISS MCDONOUGH			✓			
MR. SAGUI			✓			
MS. WHALLEY			✓			
MAYOR NAUGHTON						

I hereby certify that the above Resolution was duly adopted by the Mayor & Borough Council of the Borough of Spring Lake at a meeting held on May 10, 2022.

Borough Clerk

**AGREEMENT BETWEEN
THE BOROUGH OF SPRING LAKE
& THE GUARDS OF SPRING LAKE**

**CONTRACT PERIOD:
March 1, 2022 to December 30, 2026**

ARTICLE I
RECOGNITION

- A. This agreement entering into this ____ day of _____, 2022 between the BOROUGH OF SPRING LAKE in the County of Monmouth, a municipal corporation of the State of New Jersey, hereinafter called the "BOROUGH" and the GUARDS OF SPRING LAKE, hereinafter called the "GSL" represents the complete and final understanding on all undisputed bargainable issues between the BOROUGH AND the GSL.
- B. The Borough recognizes GSL as the representatives for the purposes of collective negotiations of all full and part-time beach lifeguards, pool lifeguards, and EMT's employed by the Borough but excluding all salaried personnel, including Chief Lifeguard, Lieutenants, Certification Officer, and Swim Team and Junior Guard Program Directors.
- C. The title "employee" shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

HOURS OF WORK

The Chief Lifeguard shall determine hours of service and days of service for each lifeguard, including but not limited to:

- A. A work day for beach patrol lifeguards shall consist of a 9-hour shift with a 1-hour (60 minutes) unpaid lunch break. Employees are expected to arrive at work with sufficient time such that stands are being setup at 9:00 AM."
- B. A full work day for pool lifeguards shall consist of either a 7, 8, or 9-hour shift with a 1-hour (60 minutes) unpaid lunch break. A partial work day shall consist of a shift that is six hours or less with a 30-minute unpaid lunch break.
- C. A work day for an EMT shall consist of a 9-hour shift with a 1-hour (60 minutes) unpaid lunch break. The work day will begin no earlier than 6:30 AM and end no later than 8:30 PM.
- D. A work day for supervisory personnel, including sergeants on the beach patrol and head lifeguards in the pools, shall consist of a 9-hour shift with a 1-hour (60 minutes) unpaid lunch break. The work day will begin no earlier than 6:30 AM and end no later than 8:30 PM.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Borough of Spring Lake hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:
1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
 2. To make rules of procedure and conduct, to use improved methods of equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Beach after advance notice thereof to the employees to require compliance by the employee is recognized. All employees, including beach patrol lifeguards, pool lifeguards, and EMTs, shall receive a copy of the applicable operational guidelines as part of their pre-employment training. In the event of a change(s) to operational guidelines after the start of the season, representatives of the G.S.L. will be notified prior to the change(s) going into effect.
 4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or to retain employees in positions within the Borough subject to Articles VI and VII.
 5. To suspend, demote, discharge or take any other appropriate disciplinary actions against any employee for good and just cause according to law subject to Article VII.
 6. Nothing contained herein shall prohibit the Borough from contracting out any work in accordance with Local 195 88 N.J. 393 (1982).
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, code of conduct and practices in the furtherance thereof, and the use of judgement 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 the laws of New Jersey and of the United States.

- C. Noting contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under R.R.40A.1-1 et seq. Or any national, state or local municipalities.

ARTICLE IV
MAINTENANCE OF WORK OPERATIONS

- A. The G.S.L. hereby covenants and agrees that during the term of this Agreement, neither the Union or 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 position or stoppage of work, or absence in whole or part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out, or other illegal job action against the Borough. The G.S.L. agrees that such action would constitute a material breach of this Agreement.
- B. The G.S.L. recognizes that beach patrol lifeguards, pool lifeguards, and EMTs are required to work from the opening of the season on Saturday of Memorial Day Weekend through the end of the season on Monday of Labor Day Weekend. Employees may end their season early three days prior to (1) the start of college classes; (2) an officially scheduled move-in date for college residences; or (3) the start of officially scheduled athletic practices. The G.S.L. recognizes that employees who fail to adhere to this provision will lose their preferential status for future hiring. The borough retains the right to require official documentation from the employee of a need to end their season early.
- C. The G.S.L. agrees that it will make every reasonable effort to prevent its members from participating in any strike, by any other employee or group of employees of the Borough and that G.S.L. will publicly disavow each action and order all such members from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.
- D. Nothing contained in the Agreement shall be construed to limit or restrict the Borough 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 G.S.L. or its member.

ARTICLE V

SALARIES

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

Step	2022	2023	2024	2025	2026
LG 1	14	15	16	16.32	16.65
LG 2	14.25	15.25	16.25	16.58	16.91
LG 3	14.5	15.5	16.5	16.83	17.16
LG 4	14.75	15.75	16.75	17.09	17.43
LG 5	15.5	16	17	17.34	17.69
LG 6	16	16.5	17.5	17.85	18.21
LG 7+	17.5	17.75	18	18.36	18.73
Pool HL	18.59	18.7	18.9	19.28	19.66
SGT	20	20.22	20.4	20.81	21.22
EMT 1	14.75	15.75	16.75	17.09	17.43
EMT 2	15.5	16	17	17.34	17.69
EMT 3	16	16.5	17.5	17.85	18.21
EMT 4	17.5	17.75	18	18.36	18.73
EMT 5	18.59	18.7	18.9	19.28	19.66

- B. For the purpose of determining what wage rate shall apply herein each year of experience as a lifeguard on a beach, whether that of the Borough or elsewhere, and/or year of service as a lifeguard at the Borough swimming pool, shall be counted as a "year of experience employment", and a "year" shall consist of employment during a summer season and not the full calendar year.
- C. The Borough will provide all returning guards with an opportunity to complete necessary recertification course(s).
- D. Clothing and First Aid Equipment
Each Guard will be issued two (2) lifeguard bathing suits; returning lifeguards will receive one (1) shirt identifying them as a lifeguard, newly hired lifeguards will receive three (3) shirts identifying them as a lifeguard; each guard will receive one whistle and lanyard; rotating every three years each guard will receive one of the following per season: a weather protective (water resistant) jacket, heavy sweatshirt, and sweatpants or waterproof pants. The Borough agrees to involve up to two designated representatives of G.S.L. in an annual discussion about styles, sizes and selection of uniforms and other attire before orders are placed for the ensuing season.
- E. Eyewear, Skin Care and Equipment

Each member of the G.S.L shall be entitled to annual allowance, payable to an approved vendor(s) by the borough, to be used for the purchase of necessary job-related equipment as per USLA guidelines, including sunscreen lotion, protective head and eyewear, swim fins, and/or other job-related equipment to be used in the performance of their duties. The following details the amount of the stipend over the duration of this contract:

2022	2023	2024	2025	2026
\$55.00	\$65.00	\$75.00	\$80.00	\$80.00

- F. Upon successful completion of the SLBP Lifeguard Training Academy, each newly hired beach patrol lifeguard shall be issued a pair of swim fins.

ARTICLE VI

QUALIFICATION FOR EMPLOYMENT

A. Hiring of Lifeguards

1. The borough will publicly announce and post the job openings along with all relevant selection criteria, including the minimum physical testing requirements, for lifeguard and EMT positions no later than February 1st of each year.
2. All returning personnel who completed the prior season "in good standing" will receive preferential status for the purposes of hiring, provide they possess current, valid certifications and pass all minimum physical testing requirements.

B. Hiring of Ranked Personnel

1. Promotions to ranked positions, including sergeant on the beach patrol and head lifeguard in the pools, shall be based upon the application of relevant and reasonable criteria to be established by the borough.
2. When a vacancy to be filled by promotion occurs, the borough will publicly announce the opening(s) through the posting of a detailed job description along with the relevant criteria for the position and the hiring process. The period for accepting applications shall not be shorter than one week (seven days).
3. All qualified applicants will receive fair consideration.

C. Personnel Files

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

ARTICLE VII

GRIEVANCE PROCEDURES

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Borough.
- C. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation or adherence to the terms and conditions of this Agreement only or disciplinary action and may be raised by an individual, the union or the Borough.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:
 - 1. Step One: the first step in resolving any employment-related dispute will be to report and discuss the issue to the employee's immediate supervisor. Lifeguards will report to their Sergeant or Head Lifeguard; Sergeants to their Lieutenant; Lieutenants to the Chief Lifeguard. A good faith effort must be made to resolve the dispute at this level before moving to step two.
 - 2. Step two: Within five calendar days of an event giving rise to a possible grievance, a representative of the G.S.L. must notify the Chief Lifeguard in writing that there has been an incident giving rise to a possible grievance.
 - a) An earnest effort shall be made to settle the difference between the aggrieved employee and the supervisory personnel
 - b) Failure to notify the Chief Lifeguard within five calendar days of the initial date of the incident shall be deemed an abonnement of the right to grieve the issue.
 - 3. Step Three: If the grievance cannot be resolved between the Chief Lifeguard and representatives of the G.S.L within five calendar days of the initial notice, the Chief Guard will refer the matter to the Borough Administrator.
 - 4. Step Four: The Borough Administrator will meet with the chief Lifeguard and representatives from the G.S.L. to mediate the dispute. If a

satisfactory resolution cannot be found within five calendar days, the matter will be referred to the Mayor and Council.

5. Step Five: The Mayor and Council will review the matter and make a determination as to how to best proceed. If the G.S.L. remains unsatisfied with their decision, then go to PERC.

ARTICLE VIII

UNION BUSINESS

- A. No official G.S.L. business is to be conducted during operational hours without the express permission of the Chief Lifeguard
- B. No Union meetings shall be held on paid Borough time unless specifically authorized by the Borough.
- C. A representative designated by the Union shall be permitted to visit Union members on Borough property for the purpose of discussing Union business, only after prior notice to the Borough of the proposed visit is made, and after authorization is given by the Borough (which authorized shall not be unreasonably withheld), provided that said visit will not interfere with the conduct of the Borough business, or with duties of any of its employees.

ARTICLE IX

SEPARABILITY AND SAVINGS

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

ARTICLE X

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable negotiations. During the term of 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 the Agreement.

ARTICLE XI

DURATION

- A. This Agreement shall be in full force and effect as of March 1, 2022, and shall remain in effect to and including December 30, 2026, without any reopening date. This Agreement shall continue in full force and in effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Spring Lake, New Jersey on this 23 day of May, 2022.

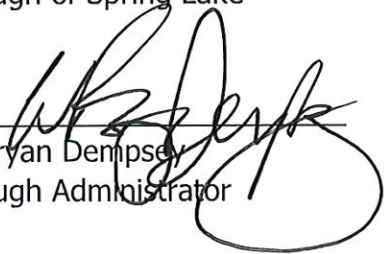
Guards of Spring Lake

By: JAN GASZYNSKI
G.S.L. President



Borough of Spring Lake

By: W. Bryan Dempsey
Borough Administrator



Attest:

Lindsay Walker


Attest:

Dina M. Zahorsky
Dina M. Zahorsky
Borough Clerk

